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*Attorneys for Plaintiff*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO**

ANNE MOULTON, individually and on behalf  
of all other persons similarly situated,

Plaintiff,

v.

UNITED DOMINION REALTY, L.P., UDR,  
INC.; and DOES 1-100, inclusive.

Defendants.

Case No.: CIVSB 2123480

**DECLARATION OF L. TIMOTHY  
FISHER IN SUPPORT OF PLAINTIFF'S  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
FOR ATTORNEYS' FEES, COSTS,  
EXPENSES, AND SERVICE AWARD**

Date: April 2, 2025

Time: 1:30 PM

Dept.: S-17

Hon. Joseph T. Ortiz

**CLASS ACTION**

**PUBLIC REDACTED VERSION**

1 I, L. Timothy Fisher, declare as follows:

2 1. I am an attorney at law licensed to practice in the State of California and am a  
3 member of the State Bar of California in good standing. I am a partner at Bursor & Fisher, P.A.,  
4 counsel of record for Plaintiff Anne Moulton. I have personal knowledge of the facts set forth in  
5 this declaration and if called as a witness, I could and would competently testify thereto under oath.

6 2. I make this declaration in support of Plaintiff's Motion for Final Approval of Class  
7 Action Settlement and for Final Approval of Attorneys' Fees, Costs, Expenses, And Service  
8 Award, filed herewith.

9 3. Attached hereto as **Exhibit 1** is a true and correct copy of the Stipulation of Class  
10 Action Settlement and exhibits thereto ("Settlement" or "SA").

11 4. My firm, along with my co-counsel, Gucovschi Rozenshteyn PLLC, achieved this  
12 Settlement after three years of hard-fought litigation, and several months of arm's-length  
13 negotiations with Defendants UDR, Inc. and United Dominion Realty, L.P. ("Defendants") through  
14 mediation. Plaintiff and Defendants engaged in two full days of mediation with Jill R. Sperber,  
15 Esq., of Judicate West, with the first session occurring on September 27, 2023, and the second  
16 occurring on January 18, 2024. These sessions culminated in the production of a term sheet, the  
17 material terms of which comprise the operative Settlement. The term sheet was executed by the  
18 Parties on January 18, 2024. Following the execution, the Parties exchanged edits on the draft of  
19 the long form settlement agreement, which was fully executed on May 17, 2024.

20 5. Pursuant to the terms of the agreement, Defendants agreed to pay \$3,000,000 to  
21 compensate current and former tenants who paid late fees, with each Settlement Class Member  
22 eligible to receive a *pro rata* amount between \$100-\$110 in compensation. The Settlement will  
23 result in a cash benefit to 43,554 Class Members. After paying the costs of Notice and  
24 Administration, Class Counsel attorneys' fees and costs, and Plaintiff's incentive award, subject to  
25 court approval, remaining, unclaimed funds will be issued to a mutually agreed upon 501(c)(3)  
26  
27  
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1 entity pursuant to the *cy pres* doctrine<sup>1</sup> and California Code of Civil Procedure instead of reverting  
2 back to Defendants.

3 6. The Settlement permits Class Members to recover a significant portion of the Late  
4 Fees paid to Defendants. Over the class period, Defendants collected [REDACTED] in Late Fees  
5 from Class Members. The \$3 million Settlement is therefore an outstanding recovery, especially  
6 considering Defendants' offset defense, which risked eliminating any recovery for Plaintiff and the  
7 Class Members.

8 7. The Settlement was reached after informed, extensive arm's-length negotiations that  
9 took place with the assistance of a certified mediator. My firm has vigorously and competently  
10 pursued the Class Members' claims. Moreover, the named Plaintiff and my firm have no conflicts  
11 of interest with the Class. Rather, the named Plaintiff, like each absent Class Member, has a strong  
12 interest in proving Defendant's common court of conduct and obtaining redress. In pursuing this  
13 litigation, my firm, as well as the named Plaintiff, have advanced and will continue to advance and  
14 fully protect the common interests of all members of the Class.

15 8. On October 24, 2024, the Court granted preliminary approval to the Settlement.

16 9. To date, not a single Class Member has filed an objection to the Settlement or the  
17 request for fees and expenses identified in the Class Notice.

18 **The Litigation**

19 10. Plaintiff filed her original complaint on August 12, 2021, challenging the Late Fees  
20 that UDR charges its residential Tenants for late rental payments. Plaintiff sought to represent a  
21 class of all current and former UDR Tenants who paid Late Fees since August 12, 2017 through  
22 October 24, 2024, the date of entry of the Preliminary Approval Order. The imposed Late Fees  
23 range between \$100 - \$110, depending on the UDR property. Plaintiff's operative complaint  
24

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25 <sup>1</sup> The Parties have agreed upon either Tenant's Together (<https://www.tenantstogether.org/>) or  
26 Legal Aid of California (<https://www.laaconline.org/>). Both are 501(c)(3) nonprofits. Tenant's  
27 Together is a statewide coalition of local tenant organizations dedicated to defending and  
28 advancing the rights of California tenants to safe, decent, and affordable housing. Legal Aid of  
California is the statewide membership organization of legal services nonprofits that provide  
critical legal assistance to low-income Californians and ensure equal access to justice. Both  
organizations largely serve many of the Class Members in this case.

1 alleges that UDR's imposition of these Late Fees are unlawful under California Civil Code Section  
2 1671(d), California Civil Code § 1750, *et seq.*, and Cal. Bus. & Prof. Code § 17200 *et seq.* In  
3 March 2022, the Court overruled Defendant's demurrer based on the contention that Plaintiff could  
4 only bring claims against Rancho Cucamonga, L.P., one of many wholly owned subsidiaries of  
5 UDR. The Court nonetheless granted Plaintiff leave to amend to add UDR Inc. and DOES 1-100,  
6 inclusive. Plaintiff filed her First Amended Complaint on July 5, 2022, adding additional UDR  
7 Defendants, which is the currently operative complaint. Defendants filed their answer to Plaintiff's  
8 complaint on September 19, 2022, denying the complaint's key allegations and raising numerous  
9 defenses.

10 **Experience of Class Counsel**

11 11. Class Counsel achieved the Settlement despite Defendants being represented by  
12 very skilled counsel. Class Counsel are comprised of highly experienced class-action attorneys,  
13 with particular expertise in class actions challenging late fees and other claims based on Civ. Code  
14 § 1671. Attached hereto as **Exhibit 2** is a true and correct copy of the firm resume of Bursor &  
15 Fisher, P.A.

16 **Complexity of the Legal and Factual Issues Involved and Their Risks**

17 12. The Settlement was reached after a thorough investigation into, and discovery of,  
18 the legal and factual issues in this action. Specifically, my firm conducted an extensive pre-suit  
19 investigation into the factual underpinnings of the practices challenged in this action, as well as the  
20 applicable law. My firm reviewed, *inter alia*, Defendants' tenant agreements and Defendants'  
21 charging history.

22 13. Plaintiff's Counsel undertook this matter on a contingency basis. Due to the  
23 commitment of time and capital investment required to litigate this action, my firm had to forego  
24 other work, including hourly non-contingent matters, and other class action matters.

25 14. The heart of Plaintiff's claim is that Defendants' \$100-\$110 Late Fees for their  
26 tenants' late payment of rent are unlawful liquidated damage provisions pursuant to Cal. Civ. Code  
27 § 1671. During the Class Period, Defendants collected millions of dollars in Late Fees.  
28

1           15.     But Defendants sought to limit the class to only those tenants in the apartment  
2 complex in Rancho Cucamonga where Plaintiff Moulton lived. If Defendants had prevailed on that  
3 argument, the size of the class would have been dramatically reduced. Furthermore, Defendants  
4 sought to offset any recovery for Plaintiff and the Class by seeking the recovery of their costs to  
5 collect late payments from their tenants. Defendants argued those offsets likely equaled or  
6 exceeded the amounts collected during the Class Period. Indeed, a virtually identical case has seen  
7 those issues vigorously contested for approximately **8 years** and is currently awaiting a bench trial  
8 verdict. *See Munguia-Brown v. Equity Residential*, Northern District of California Case No. 16-cv-  
9 01225-JSW.

10           16.     Plaintiff’s Counsel also formulated, strategized and prepared for depositions of  
11 Defendants’ person most knowledgeable by reviewing and analyzing Defendants’ documents and  
12 records to understand Defendants’ Late Fees and assess Defendants’ claims for “actual damages”  
13 as an offset against the amount of Late Fees imposed on the members of the Class.

14           17.     Considering these risks, when the Parties thought that there was a potential for  
15 resolution, they sought the assistance of a well-respected mediator. That is, rather than put  
16 Defendants’ arguments to the test at the class certification and summary judgment stages, Plaintiff  
17 elected to achieve meaningful, immediate relief for her fellow Class Members.

18           **Settlement Negotiations and Mediations**

19           18.     Plaintiff was able to obtain critical information through discovery. The parties  
20 engaged in extensive formal discovery, including six document productions by Defendants and a  
21 person most knowledge deposition of Defendants.

22           19.     The instant settlement was only reached after months of settlement discussions and  
23 with the assistance of an experienced mediator, Jill R. Sperber of Judicate West, after two full-day  
24 mediation sessions on September 27, 2023, and January 18, 2024. After the second mediation, the  
25 parties were able to reach an agreement in principle and executed a term sheet on January 18, 2024,  
26 setting out the material terms of the Settlement. By settling, Plaintiff avoided the risks explained  
27 above as well as the risk of trial and an appeal (and incurring additional costs and attorneys’ fees)  
28 and thereby ensured a recovery for all Class Members.

1 **Factors Supporting Payment of Attorneys' Fees, Costs, Expenses, and Service Award**

2 20. Class Counsel expended hundreds of hours of work and \$27,804.47 in out-of-pocket  
3 costs over three years with no assurance of *any* compensation. The lodestar of Class Counsel is  
4 \$497,813.50 and the requested fee award is \$1,000,000.00.

5 21. The Settlement requires Defendants to pay Class Counsel's attorneys' fees in an  
6 amount up to one-third of the Settlement Fund, as awarded by the Court. SA at § III.A.6.  
7 Typically, attorneys' fees in similar class actions represent on average "around one-third" of the  
8 overall value of the settlement. *See Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11  
9 ("Using the percentage of the benefits to class claimants as a benchmark, class counsel's ... final  
10 fee award was 27.9 percent of the benefits. This is not out of line with class action fee awards  
11 calculated using the percentage-of-the-benefit method: 'Empirical studies show that, regardless  
12 whether the percentage method or the lodestar method is used, fee awards in class actions average  
13 around one-third of the recovery.'") (citation omitted); *see also Laffitte v. Robert Half Internat. Inc.*  
14 (2016) 1 Cal.5th 480, 495 (affirming 33.33% fee award). The \$1,000,000 attorneys' fees, and  
15 \$27,804.47 in costs and expenses, requested by Class Counsel readily meet these applicable  
16 standards.

17 22. A lodestar cross-check confirms the reasonableness of the requested fees. My firm  
18 spent 414.1 hours working on this matter for a total lodestar at current hourly rates of \$396,167.50.  
19 Attached as **Exhibit 3** is a summary of my firm's time in this matter as well as our detailed billing  
20 records. My co-counsel Gucovschi Rozenshteyn spent 142.06 hours working on this matter for a  
21 total lodestar at current hourly rates of \$101,646.00. *See* Exhibit 2 to Gucovschi Decl. Class  
22 Counsel collectively worked 556.16 hours on this case for a total lodestar, at current billing rates,  
23 of \$497,813.50. Thus, the fees requested represent a reasonable multiplier of 2.01 over counsel's  
24 lodestar – well within the standards approved by California case law to account for the substantial  
25 risks they undertook in their representation of the class in this matter, the excellent results  
26 achieved, and the quality of the work performed.

27 23. Based on my knowledge and experience, the hourly rates charged by my firm are  
28 within the range of market rates charged by attorneys of equivalent experience, skill, and expertise.

1 Also, the number of hours spent was not only reasonable but was extraordinarily efficient given the  
2 complexity of this case, the hard-fought nature of the litigation, and the difficulties involved.  
3 Courts have repeatedly held rates commensurate with Class Counsel's rates to be fair and  
4 reasonable in the context of class actions. *See, e.g., See, e.g., Andrews v. Equinox Holdings, Inc.*  
5 (N.D. Cal. 2021) 570 F. Supp. 3d 803, 808 (approving lead counsel rate of \$1,250). Class  
6 Counsel's rates are well within the local market's range of reasonableness.

7 24. To date, Class Counsel incurred out-of-pocket costs and expenses in the aggregate  
8 amount of \$27,804.47 in connection with the prosecution of this case. Attached as **Exhibit 4** is an  
9 itemized list of those costs and expenses. These costs and expenses are reflected in the records of  
10 my firm, and were necessary to prosecute this litigation. Cost and expense items are billed  
11 separately, and such charges are not duplicated in my firm's billing rates. The incurred costs  
12 include mediation fees, deposition costs, court filing fees, courier charges, travel costs, postage  
13 fees, and other related costs.

14 25. The two firms (Bursor & Fisher, P.A., and Gucovschi Rozenshteyn, PLLC)  
15 carefully coordinated their work throughout this litigation to avoid any duplication of effort. Class  
16 Counsel worked very efficiently and submitted their detailed daily billing records showing what  
17 work was done and by whom.

18 26. Plaintiff also seeks a Service Award of \$5,000 for her time and effort in bringing  
19 this case for the benefit of Class Members and pursuing the Class's interests for almost three years.  
20 *See SA at § III.A.7; see also, Ex. 5 (Plaintiff's declaration).* The Incentive Award is justified and is  
21 consistent with or below the amounts typically awarded in similar litigation. Ms. Moulton deserves  
22 this award, and Class Counsel recommends its approval, because for three years Plaintiff has been  
23 an integral part of this litigation. Plaintiff assisted Class Counsel in investigating her claims by,  
24 *inter alia*, detailing her history as a tenant and the late fee charges that she paid in connection  
25 therewith; describing to Class Counsel her relationship as a tenant with Defendants, the nature of  
26 the late fee charges and a history of the fees she paid; supplying supporting documentation; and  
27 aiding in drafting the Complaint. Throughout this litigation, Plaintiff kept in regular contact with  
28 Class Counsel, conferring with us regularly by phone and e-mail to discuss the status of the case,

1 case strategy, anticipated motions, forthcoming discovery issues, mediations, and the prospects of  
2 settlement. Further, Plaintiff searched for and preserved documents likely to be requested in  
3 formal discovery and was prepared to testify at deposition and trial, if necessary. Finally, Plaintiff  
4 was actively consulted during the process of negotiating the settlement, and she kept herself fully  
5 informed and involved regarding the Parties' mediations and settlement efforts. She also carefully  
6 reviewed the Settlement Agreement and discussed the material terms with her attorneys prior to  
7 signing. On these facts, the requested incentive payment of \$5,000 is fair and reasonable.

8 I declare under penalty of perjury under the laws of the State of California that the  
9 foregoing is true and correct, executed on February 14, 2025, at Walnut Creek, California.

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13 L. Timothy Fisher  
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27 *Attorneys for Defendants*

28  
SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO

ANNE MOULTON, individually and on behalf  
of all other persons similarly situated,

Plaintiff,

v.

UNITED DOMINION REALTY, L.P., UDR,  
INC.; and DOES 1-100, inclusive.

Defendants.

Case No. CIVSB 2123480

**STIPULATION OF SETTLEMENT**

ASSIGNED FOR ALL PURPOSES TO:  
HON. JOSEPH T. ORTIZ, DEPT. S-17

1 IT IS HEREBY STIPULATED AND AGREED, by and among (1) Defendants United  
2 Dominion Realty, L.P. and UDR, Inc., ("**Defendants**"), on the one hand, and Plaintiff Anne  
3 Moulton ("**Plaintiff**"), on the other hand, subject to the approval of the Court pursuant to Rule  
4 3.769 of the California Rules of Court, that settlement of this Action shall be effectuated pursuant  
5 to the terms and conditions set forth in this Stipulation of Settlement, including the exhibits hereto.  
6

7 **ARTICLE I**

8 **PREAMBLE**

9 A. WHEREAS, Defendants enter into certain residential lease agreements with their  
10 Tenants in California in which they charge Late Fees for overdue rent.

11 B. WHEREAS, Plaintiff Anne Moulton is a UDR Tenant bound by a residential lease  
12 agreement that includes a Late Fee for overdue rent, and Plaintiff accrued such Late Fees during  
13 her tenancy.

14 C. WHEREAS, Plaintiff Moulton is the named plaintiff in the above-captioned action  
15 entitled *Moulton v. United Dominion Realty, L.P. et. al.*, (Case No. CIVSB 2123480), that was  
16 filed on August 12, 2021 and is currently pending in the San Bernardino County Superior Court.

17 D. WHEREAS, Plaintiff filed a First Amended Class Action Complaint against  
18 Defendants on July 5, 2022, alleging, *inter alia*, violation of California Civil Code Section 1671(d),  
19 violation of California Civil Code Section 1750 *et seq.*, violation of California Business &  
20 Professions Code Section 17200 *et seq.*

21 E. WHEREAS, Defendants answered Plaintiff's First Amended Class Action  
22 Complaint on September 19, 2022.

23 F. WHEREAS, Defendants deny the allegations in the First Amended Class Action  
24 Complaint, deny all allegations of wrongdoing and liability, and deny any causation of damages to  
25 Plaintiff or the Settlement Class.

26 G. WHEREAS, the Parties have engaged in two full-day mediations with Jill R.  
27 Sperber of Judicate West on September 27, 2023 and January 18, 2024.  
28

1 H. WHEREAS, Plaintiff and Defendants have concluded that, in light of the costs,  
2 risks, and delay of litigation of the matters in dispute, particularly in complex putative class action  
3 proceedings, the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement  
4 Class.

5 I. WHEREAS, Plaintiff and Defendants wish to settle the Action and certify a class of  
6 persons for purposes of settlement.

7 J. NOW THEREFORE, it is hereby stipulated and agreed that, in consideration of the  
8 agreements, promises, and covenants set forth in this Stipulation of Settlement, and subject to  
9 approval of the Court, the Action shall be fully and finally settled under the following terms and  
10 conditions:

11 **ARTICLE II**  
12 **DEFINITIONS**

13 As used in this Stipulation of Settlement and the related documents attached hereto as  
14 exhibits, the following terms shall have the meaning set forth below:

15 A. **“Action”** means *Moulton v. United Dominion Realty, L.P., UDR, Inc.*, Case No.  
16 CIVSB 2123480 (Cal. Super. Ct., San Bernardino Cnty.)

17 B. **“Claim Form”** means the form that Settlement Class Members who paid a Late Fee  
18 and are no longer a UDR Tenant will fill out under penalty of perjury to submit a claim to receive a  
19 benefit from the Settlement Fund, substantially in the form of **Exhibit C**.

20 C. **“Claims Deadline”** means the last date by which Class Members must submit a  
21 Claim Form and shall be ninety (90) days after Notice Completion. To be considered timely, a  
22 claim must be received by the Settlement Administrator by such date.

23 D. **“Class Counsel”** means Bursor & Fisher, P.A. and Gucovschi Rozenshteyn, PLLC.

24 E. **“Class Representative”** means Plaintiff Anne Moulton.

25 F. **“Class Settlement Notice”** means the Court-approved form of Notice of the  
26 Settlement Agreement.

1           G.       **“Costs of Notice and Administration”** means all costs and expenses reasonably  
2 and actually incurred by the Settlement Administrator or other third-party in sending out Notice  
3 and performing administrative functions related to the Settlement, excluding costs incurred  
4 exclusively by Defendants’ employees and representatives.

5           H.       **“Court”** means the Superior Court of the State of California for the County of San  
6 Bernardino.

7           I.       **“Defendants” or “UDR”** means United Dominion Realty, L.P. and UDR, Inc. and  
8 all of their current, former, and future owners, shareholders, parents, predecessors, successors,  
9 affiliates, assigns, subsidiaries (including but not limited to all subsidiary and controlled entities  
10 that own, in whole or in part, the California properties that are the subject of the Action), divisions,  
11 or related corporate entities, and all of their respective current, future, and former employees,  
12 officers, directors, shareholders, assigns, agents, trustees, administrators, executors, insurers,  
13 attorneys, and customers.

14          J.       **“Defendants’ Counsel”** means Snell & Wilmer, LLP.

15          K.       **“Effective Date”** means the first day by which all of the following events shall have  
16 occurred: (a) the Court has entered the Preliminary Approval Order; (b) the Court has entered the  
17 Final Approval Order and Judgment; and (c) the appeals process for the Final Approval Order and  
18 Judgment is exhausted. The appeals process for the Final Approval Order and Judgment will be  
19 deemed exhausted when the Final Approval Order and Judgment has been entered on the docket in  
20 the Action, and any of the following shall have occurred: (a) the time to appeal the Final Approval  
21 Order and Judgment has expired and no appeal has been timely filed; (b) if such an appeal has been  
22 filed, it has been finally resolved and has resulted in an affirmation of the Final Approval Order  
23 and Judgment; or (c) an appeal from the Final Approval Order and Judgment has been filed and  
24 this Court, following the resolution of all appellate proceedings, has entered a further order or  
25 orders approving settlement on the terms set forth herein, and either no further appeal is taken from  
26 such order(s) or any such appeal results in a final affirmation of all such order(s).

1 L. **“Fee and Expense Application”** means the written motion or application by which  
2 Class Counsel will request that the Court award them attorneys’ fees, costs and expenses, and grant  
3 an incentive award to the Class Representative.

4 M. **“Final Approval Hearing”** means the hearing at which the Court shall: (a)  
5 determine whether to grant final approval to the Settlement; and (b) consider any timely objections  
6 to the Settlement and all responses to objections by the Parties.

7 N. **“Final Approval Order and Judgment”** means the order, substantially in the form  
8 attached hereto as **Exhibit B**, in which the Court grants final approval of the Settlement and  
9 authorizes the entry of a final judgment.

10 O. **“Late Fee” or “Late Fees”** shall mean the Late Fee(s) that Defendants assessed,  
11 and as of the date of the execution of the Settlement continue to assess, the Settlement Class in the  
12 amount of \$100 or \$110, pursuant to their residential lease agreements.

13 P. **“Notice”** means the Court-approved form of Notice of the Settlement substantially  
14 in the form of **Exhibit D**.

15 Q. **“Notice Completion”** means the date that the Settlement Administrator completes  
16 dissemination of the Notice described in Article IV.

17 R. **“Parties”** means the Class Representative and Defendants.

18 S. **“Preliminary Approval Order”** means the order, substantially in the form of  
19 **Exhibit A** hereto, in which the Court grants preliminary approval to the Settlement, and authorizes  
20 dissemination of Notice to the Settlement Class.

21 T. **“Released Class Claims”** means any and all causes of action, suits, claims, liens,  
22 demands, judgments, costs, damages, obligations, attorneys’ fees (except as provided for in the  
23 Settlement), and all other legal responsibilities in any form or nature relating to or arising out of  
24 state, local, or federal statute, ordinance, regulation, or claim at common law or in equity, whether  
25 past or present, known or unknown, asserted or unasserted, arising out of or in any way related to  
26 the validity or enforceability of the Late Fees as asserted in the Action.  
27  
28

1 U. **“Released Parties”** means United Dominion Realty, L.P. and UDR, Inc., and all of  
2 their current, former, and future owners, shareholders, parents, predecessors, successors, affiliates,  
3 assigns, subsidiaries (including but not limited to all subsidiary and controlled entities that own, in  
4 whole or in part, the California properties that are the subject of the Action), divisions, or related  
5 corporate entities, and all of their respective current, future, and former employees, officers,  
6 directors, shareholders, assigns, agents, trustees, administrators, executors, insurers, attorneys, and  
7 customers.

8 V. **“Releasing Parties”** means the Class Representative and each Settlement Class  
9 Member, including their agents, representatives, attorneys, heirs, administrators, executors,  
10 predecessors and successors.

11 W. **“Request for Exclusion”** means a request by a putative Settlement Class Member  
12 for exclusion from the Settlement Class, submitted pursuant to the instructions set forth in the  
13 Notice. (See **Exhibit D**).

14 X. **“Settlement”** means the settlement provided for in this Stipulation of Settlement.

15 Y. **“Settlement Administrator”** means a well-established claims administrator to be  
16 selected by Class Counsel, reasonably acceptable to Defendants, with a Notice plan designed to  
17 achieve no less than 80% reach with direct Notice to Settlement Class Members identifiable from  
18 Defendants’ records, with claims period and opt-out period not to exceed ninety (90) days.

19 Z. **“Settlement Class”** means the class certified for settlement purposes only,  
20 consisting of all California residential Tenants who, from August 12, 2017 through the date of  
21 entry of the Preliminary Approval Order, were charged or paid one or more Late Fee imposed by  
22 Defendants.

23 AA. **“Settlement Class Member(s)”** means any Person within the Settlement Class who  
24 does not submit a timely and valid Request for Exclusion.

25 BB. **“Settlement Class Period”** means August 12, 2017, through the date upon which  
26 the Court enters the Preliminary Approval Order.

27 CC. **“Settlement Fund”** means the fund described in Article III.A.  
28

1 DD. "Tenants" includes all of Defendants' current or former residential leaseholders  
2 who rented an apartment or condominium from any of Defendants' California apartment buildings  
3 or residential properties from August 12, 2017 through the date of entry of the Preliminary  
4 Approval Order.

### 5 ARTICLE III

#### 6 SETTLEMENT CLASS RELIEF

##### 7 A. Settlement Fund

8 1. Defendants shall provide monetary consideration to the Settlement Class  
9 having a total value of Three Million Dollars (\$3,000,000.00) in cash to create a Settlement Fund,  
10 to be paid in accordance with the provisions of the Settlement. There shall be no reversion of any  
11 portion of the Settlement Fund to Defendants. The Settlement Fund shall be used to pay (i) valid  
12 claims submitted by the Settlement Class, as more fully described below; (ii) subject to Court  
13 approval, an incentive award to the Class Representative in an amount no greater than Five  
14 Thousand Dollars (\$5,000); (iii) subject to Court approval, up to \$1,000,000 in attorneys' fees; (iv)  
15 the costs and expenses of Class Counsel reasonably incurred during this Action; and (v) Costs of  
16 Notice and Administration.

17 2. Upon Preliminary Approval Order, Defendants will produce to the  
18 Settlement Administrator an electronic list from its records that includes the names and last known  
19 e-mails and U.S. mailing addresses, to the extent available, belonging to the Settlement Class. This  
20 electronic list will be provided to the Settlement Administrator for the purpose of giving notice to  
21 the Settlement Class, and shall not be used for any other purposes. In no event shall the electronic  
22 Settlement Class list be provided to the Settlement Administrator later than 14 days prior to the  
23 date notice shall be disseminated. The Settlement Administrator shall hold the list confidential,  
24 and not provide it (or any portion thereof) to Class Counsel absent Defendants' consent.

25 3. Any proration of amounts due to Settlement Class Members from the  
26 Settlement Fund will be determined after the deadline to submit Claim Forms has expired and the  
27 Settlement Administrator has concluded its determination of whether any claims are invalid. Each  
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1 claimant who submits an invalid Claim Form to the Settlement Administrator must be given a  
2 notice of the Claim Form's deficiency and an opportunity to cure the deficiency within seven (7)  
3 days of the date of the notice. *Pro rata* payments to Settlement Class Members of the Settlement  
4 Fund, up to the limits stated above, shall be made within 60 days after the deadline to appeal from  
5 the Final Approval Order and Judgment has passed, assuming no appeal is filed. If any appeal of  
6 the final order and judgment is filed, no payments will issue from the Settlement Fund unless and  
7 until a final, non-appealable order affirming the settlement agreement is entered.

8           4.       Within a reasonable period that is no less than fifteen (15) days after the  
9 entry of the Preliminary Approval Order, the Settlement Administrator will establish a qualified  
10 settlement fund account at a bank of its choice to receive money paid by Defendants into the  
11 Settlement Fund. The Settlement Administrator shall serve as the trustee of the funds deposited  
12 into the Settlement Fund. Defendants shall have no liability or responsibility, including any  
13 liability or responsibility for the taxes or expenses, of funds deposited into the escrow account.  
14 Such expenses shall be considered among the Costs of Notice and Administration and shall be paid  
15 exclusively from the Settlement Fund.

16           5.       Within thirty (30) days of the Preliminary Approval Order, Defendants shall  
17 pay Three Million Dollars (\$3,000,000.00) into the Settlement Fund to pay for (i) valid claims  
18 submitted by the Settlement Class during the Settlement Class Period; (ii) subject to Court  
19 approval, an incentive award to the Class Representative; (iii) subject to Court approval, the costs  
20 and expenses Class Counsel reasonably incurred during this Action; (iv) subject to Court approval,  
21 attorneys' fee award of up to one-third of the Settlement Fund and (v) Costs of Notice and  
22 Administration.

23           6.       Class Counsel shall apply to the Court for payment of an award of attorneys'  
24 fees of up to one-third of the Settlement Fund. Class Counsel may also apply for reimbursement of  
25 their costs and expenses incurred on behalf of the Class Representative and the Class from the  
26 Settlement Fund. Such attorneys' fees, costs, and expenses, if approved by the Court, shall be paid  
27 within 15 days following the court's Final Approval Order and Judgment approving the settlement  
28 and fee award.

1                   7.       The Class Representative shall be entitled to apply to the Court for an  
2 incentive award, to be paid from the Settlement Fund, in an amount up to Five Thousand Dollars  
3 (\$5,000.00). Defendants shall not oppose an application for the incentive award up to such an  
4 amount; provided that such incentive award is paid exclusively from the Settlement Fund.

5                   8.       The sums of the Settlement Fund remaining after deductions for (i) the Costs  
6 of Notice and Administration, (ii) Class Counsel's costs and expenses awarded by the Court, (iii)  
7 the Class Representative's incentive award and (iv) attorneys' fee award awarded by the Court,  
8 will be distributed to the Settlement Class Members *pro rata* based on the total amount of Late  
9 Fees they paid. Only Settlement Class Members who paid a Late Fee will be able to obtain  
10 monetary relief. Current Tenants who paid a Late Fee will not need to submit a claim form and are  
11 automatically included as a Settlement Class Member. Current tenants will receive their payment  
12 by check at their current address at the time of Notice Completion. A current Tenant should only  
13 submit a Claim Form as provided under Paragraph 9 below if they elect a different payment  
14 method or prefer a different address to receive payment.

15                  9.       After entry of the Final Approval Order and Judgment, and within forty-five  
16 (45) days of the Settlement Administrator providing Defendants with a report containing  
17 information sufficient to determine the amount payable to each Settlement Class Member the  
18 Settlement Administrator shall promptly distribute payment consistent with this section to  
19 Settlement Class Members who submitted valid Claim Forms by check or, if the Settlement Class  
20 Members who submitted a valid Claim Forms so elect and the Settlement Administrator deems it  
21 feasible, as credits to their accounts with PayPal, Zelle, Venmo, and/or other similar institutions.

22                  10.       In no event shall the amount of the Settlement Fund exceed Three Million  
23 Dollars (\$3,000,000). Defendants' contribution to the Settlement Fund shall be fixed under this  
24 Article and be final. Defendants shall have no obligation to make further payments into the  
25 Settlement Fund.

26                  11.       Funds for checks not cashed within 180 days of issuance shall revert to a  
27 mutually agreed upon 501(c)(3) entity, pursuant to the *cy pres* doctrine and California Code of  
28 Civil Procedure section 384.

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**ARTICLE IV.**

**SETTLEMENT ADMINISTRATOR, NOTICE, AND REQUESTS FOR EXCLUSION**

A. Class Settlement Notice will be provided by a well-established Settlement Administrator to be selected by Class Counsel, reasonably acceptable to Defendants, with a notice plan designed to achieve no less than 80% reach with direct Notice to Settlement Class Members identifiable from Defendant’s records, with claims period and opt-out period not to exceed ninety (90) days.

B. The Settlement Administrator shall, under the supervision of the Court, implement Notice and administer the relief provided by this Stipulation of Settlement. The Settlement Administrator shall maintain reasonably detailed records of its activities under the Settlement. The Settlement Administrator shall provide reports and other information to the Court as it may require. The Settlement Administrator shall provide Class Counsel and Defendants’ Counsel with information concerning Notice, administration and implementation of the Settlement on no less than a monthly basis or as otherwise required by the Parties jointly, or as ordered by the Court. Should the Court request, the Parties, in conjunction with the Settlement Administrator, shall submit a report to the Court summarizing the work performed by the Settlement Administrator. The Settlement Administrator shall also cause a settlement website to be created. The Parties will discuss the content of the settlement website with the Settlement Administrator.

C. The Class Settlement Notice (which shall be substantially in the form attached as **Exhibit D**) shall be used for the purpose of informing Settlement Class Members, via e-mail pursuant to Article IV.E., Internet posting pursuant to Article IV.F., and publication pursuant to Article IV.G., that there is a pending settlement and providing a summary of their rights. The Notice shall make clear the binding effect of the Settlement on all persons who do not timely request exclusion from the Class. Settlement Class Members must submit a claim by the Claims Deadline to receive any benefit under the Settlement.

D. The Settlement Administrator shall bear the responsibility of disseminating the Notice, and processing the Claim Forms of Settlement Class Members.

1 E. Given the nature of the claims and the relatively small amounts at issue on an  
2 individual basis, the Parties contemplate that the form of Notice shall be by e-mail, publication, and  
3 the website referenced in Article IV.F.

4 F. Individual Notice of the Settlement shall be e-mailed to the Settlement Class for  
5 whom Defendants have e-mail addresses. Defendants shall provide the Settlement Administrator  
6 with a list of e-mail addresses for the Settlement Class for whom email addresses have been  
7 identified by Defendants through an electronic search of data reasonably available to Defendants,  
8 within forty-five (45) days of the Preliminary Approval Order or as soon as reasonably practicable.  
9 The Settlement Administrator shall hold this information as confidential and shall execute a  
10 confidentiality agreement acceptable to Defendants. The Settlement Administrator shall use its  
11 best efforts to send out Notice to the Settlement Class via e-mail as soon as reasonably possible,  
12 and in no event more than ten (10) days from the later of (1) its receipt of the e-mail list from  
13 Defendants and (2) the entry of the Preliminary Approval Order. The Parties will work with the  
14 Settlement Administrator as necessary to effectuate the notice plan.

15 G. Notice of the Settlement shall be posted on the Settlement website substantially in  
16 the same form as the exemplar submitted as **Exhibit E**.

17 H. Publication Notice to the Settlement Class shall be provided in the form approved  
18 by the Court in the Preliminary Approval Order. The identification of such media shall be agreed  
19 to by Class Counsel and Defendants and approved by the Court. The publication notice shall be  
20 substantially in the same form as the exemplar submitted as **Exhibit E**. The publication of the  
21 Notice will begin promptly after entry of the Preliminary Approval Order so as to provide the best  
22 practicable notice to the Settlement Class. The cost of this publication shall be paid for exclusively  
23 from the Settlement Fund.

24 I. **Notice Period.** The Parties will work in good faith to try to complete Notice to the  
25 Settlement Class Members within sixty (60) days after the date of Preliminary Approval Order.  
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1 J. **Costs of Notice and Administration.** The Costs of Notice and Administration,  
2 including without limitation the fees and expenses of the Settlement Administrator, publication,  
3 Internet notice expenses (if any), shall be paid solely from the Settlement Fund.

4 K. **Best Notice Practicable.** The Parties agree that compliance with the procedures  
5 described in this Article is the best notice practicable in the circumstances and shall constitute due  
6 and sufficient Notice to the Settlement Class of the pendency of the Action, certification of the  
7 Settlement Class, the terms of the Settlement, and the Final Approval Hearing, and shall satisfy the  
8 requirements of the California Rules of Court, the California Code of Civil Procedure, the  
9 Constitution of the State of California, the United States Constitution, and any other applicable  
10 law. The Court shall have the authority to amend this notice plan. Any additional Costs of Notice  
11 and Administration resulting from any amended notice plan will be paid exclusively from the  
12 Settlement Fund.

13 L. **Report On Requests For Exclusion.** It is the responsibility of the Settlement  
14 Administrator to determine which individuals have filed a valid and timely Request for Exclusion.  
15 At least twenty-one (21) days before the date of the Final Approval Hearing, the Settlement  
16 Administrator shall prepare and deliver to Defendants' Counsel and Class Counsel a report stating  
17 the total number of persons who have submitted a timely and valid Request for Exclusion from the  
18 Settlement Class, and the names of such persons. Class Counsel shall file that report with the  
19 Court.

## 20 **ARTICLE V.**

### 21 **ATTORNEYS' FEES AND CLASS REPRESENTATIVE' INCENTIVE AWARDS**

22 A. **Attorneys' Fees.** Class Counsel shall be entitled to apply to the Court for approval  
23 of the payment of an award of attorneys' fees of up to one-third of the Settlement Fund. Attorneys'  
24 fees consistent with this paragraph and approved by the Court shall be paid within thirty (30) days  
25 after the date of the Court's entry of the Final Approval Order and Judgment. Notwithstanding the  
26 foregoing, if the Final Approval Order and Judgment is reversed or rendered void as a result of an  
27 appeal; or the Settlement is voided, rescinded, or terminated for any other reason, each law firm in  
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1 the group of Class Counsel and each equity partner in each such law firm who receives any of said  
2 funds shall be severally liable to return to Defendants all such payments received by it, him or her.  
3 To effectuate this provision, each individual attorney and firm who receives a share of payments  
4 made under this provision shall execute a guarantee of repayment in the form attached as **Exhibit F**  
5 prior to receiving any such funds.

6 **B. Class Counsel's Costs and Expenses.** The costs and expenses awarded pursuant to  
7 Paragraph III.A.6 *supra* and approved by the Court shall be paid from the Settlement Fund within  
8 thirty (30) days after the date of the Court's entry of the Final Approval Order and Judgment  
9 subject to the repayment provision set forth in Article V.A.

10 **C. Class Representative's Incentive Award.** The Class Representative's incentive  
11 award awarded pursuant to Paragraph III.A.7 and approved by the Court, shall be paid from the  
12 Settlement Fund within thirty (30) days after the Effective Date.

13 **D. Effect On Settlement.** The Parties agree that the rulings of the Court regarding the  
14 amount of attorneys' fees, awards of costs and expenses costs, Class Representative's incentive  
15 award, and any claim or dispute relating thereto, will be considered by the Court separately from  
16 the remaining matters to be considered at the Final Approval Hearing as provided for in this  
17 Stipulation of Settlement. Any order or proceedings relating to the amount of attorney's fees,  
18 awards of costs and expenses costs, Class Representative's incentive award, including any appeals  
19 from or modifications or reversals of any order related thereto, shall not operate to modify, reverse,  
20 terminate, or cancel the Settlement, affect the Releases provided for in this Stipulation of  
21 Settlement, the Plan of Allocation, or affect whether the Final Approval Order and Judgment are  
22 Final, as defined in Article II of this Stipulation of Settlement.

## 23 **ARTICLE VI.**

### 24 **RELEASES**

25 To effectuate the Parties' desire to fully, finally, and forever settle, compromise, and  
26 discharge all Released Class Claims by way of compromise rather than by way of further litigation,  
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1 the Releasing Parties and Defendants agree to the following releases:

2           A.       On the Effective Date, the Class Representative, each and every Settlement Class  
3 Member and Defendants shall be bound by the Settlement and shall have recourse limited  
4 exclusively to the benefits, rights, and remedies provided hereunder. No action, demand, suit or  
5 other claim may be pursued against the Released Parties with respect to the Released Class Claims  
6 by the Releasing Parties. Without limitation of the foregoing, the Releasing Parties expressly agree  
7 that, as of the Effective Date, they will not assert any claim in any litigation against the Released  
8 Parties that previously was raised in any pleading filed by them, or any of them, in the Action.

9           B.       On the Effective Date, (1) the Releasing Parties shall be deemed to have, and by  
10 operation of the Settlement shall have fully, finally, and forever released, relinquished, and  
11 discharged the Released Parties from any and all of the Released Class Claims that the Releasing  
12 Parties now have, own, or hold, or claim to now have, own, or hold against the Released Parties, or  
13 that the Releasing Parties at any time heretofore have had, owned, held, or claimed to have had,  
14 owned, or held against the Released Parties, or that the Releasing Parties may or could own or hold  
15 against the Released Parties.

16           C.       On the Effective Date, the Releasing Parties, with respect to the subject matter of  
17 the Released Class Claims, and Defendants, with respect to the subject matter of the Released  
18 Class Claims, shall be deemed to have, and by operation of the Settlement shall have expressly  
19 waived the benefits of any statutory provisions, principle, or common law rule that provides, in  
20 sum or substance, that a general release does not extend to claims which the party does not know or  
21 suspect to exist in its favor at the time of executing the release, which if known by it, would have  
22 materially affected its settlement with any other party. In particular, but without limitation, the  
23 Releasing Parties, with respect to the subject matter of the Released Class Claims, and Defendants,  
24 with respect to the subject matter of the Released Defendants Claims, waive the provisions of Cal.  
25 Civ. Code § 1542 (or any like or similar statute, law, principle or common law doctrine of any state  
26 or territory of the United States, or of any foreign country), and do so understanding the  
27 significance of that waiver. Section 1542 provides:  
28

1 A general release does not extend to claims that the creditor or releasing party  
2 does not know or suspect to exist in his or her favor at the time of executing  
3 the release and that, if known by him or her, would have materially affected  
his or her settlement with the debtor or released party.

4 D. In entering into the Settlement, the Releasing Parties and Defendants each assume  
5 the risk of any mistake of fact or law. If they, or any of them, should later discover that any fact  
6 which they relied upon in entering into the Settlement is not true, or that their understanding of the  
7 facts or law was incorrect, they shall not be entitled to modify, reform, or set aside the Settlement,  
8 in whole or in part, by reason thereof.

9 E. The Settlement may be pleaded as a full and complete defense to any Released  
10 Class Claims that are instituted, filed, prosecuted, or attempted by any of the Releasing Parties  
11 against any of the Released Parties. The Releasing Parties covenant that they will not institute,  
12 prosecute, or maintain against the Released Parties, or any of them, any action, suit or other  
13 proceeding based in whole or in part upon any of the Released Class Claims.

14 F. The Parties, and each of them, covenant and agree that this Stipulation of Settlement  
15 may be used as a basis for seeking from the Court a temporary restraining order, preliminary  
16 injunction and permanent injunction against any breach of this Stipulation of Settlement.

## 17 **ARTICLE VII.**

### 18 **COURT APPROVAL OF THE SETTLEMENT**

19 The process for obtaining Court approval of the Settlement shall be as follows:

20 A. **Preliminary Approval.** As soon as practicable after the execution of this  
21 Stipulation of Settlement, Class Counsel shall apply for entry of the Preliminary Approval Order in  
22 the form of **Exhibit A** attached hereto. The Preliminary Approval Order shall include provisions:  
23 (1) preliminarily certifying the Settlement Class for settlement purposes only; (2) preliminarily  
24 approving the Settlement and finding the Settlement sufficiently fair, reasonable and adequate to  
25 allow Notice to be disseminated to the Settlement Class; (3) approving the form of the Notice; (4)  
26 setting a schedule for proceedings with respect to Final Approval and Judgment on the Settlement;  
27 and (5) providing that, pending entry of a Final Approval Order and Judgment, neither the Class  
28 Representative nor any Settlement Class Member (either directly, in a representative capacity, or in



1 any other capacity) shall commence or continue any action against Defendants or any other  
2 Released Party asserting any of the Released Class Claims and that all proceedings in the Action  
3 are stayed, other than such proceedings related to the Settlement.

4       **B. Objections To Settlement.** Any Settlement Class Member wishing to object to or  
5 oppose the approval of the Settlement and/or the Fee and Expense Application shall inform the  
6 Court and the Parties in writing of his or her intent to so object or oppose, and the bases therefore,  
7 by following the procedure set forth in the Notice at least thirty (30) days, or such other number of  
8 days as the Court shall specify, before the date of the Final Approval Hearing. Any Settlement  
9 Class Member who fails to file a written statement of his or her intention to object or oppose, and  
10 the bases therefore, or fails to provide the supporting information specified in the Notice, shall be  
11 foreclosed from making such objection or opposition, except as permitted by the Court. The Class  
12 Representative will file with the Court their motion in support of final settlement approval, Fee and  
13 Expense Application, and supporting papers, at least fourteen (14) days before the deadline for  
14 objections. The Class Representative may file a reply in support of the motion for final settlement  
15 approval and their Fee and Expense Application at least seven (7) days before the Final Approval  
16 Hearing.

17       **C. Final Approval Hearing.** Class Counsel shall request that the Court, on the date  
18 set forth in the Preliminary Approval Order, conduct a Final Approval Hearing to: (1) determine  
19 whether to grant final approval to the Settlement; (2) consider any timely objections to the  
20 Settlement and the Parties' responses to such objections; (3) rule on the Fee and Expense  
21 Application, and (4) rule on the application for the Class Representative' incentive award. If the  
22 Court grants final approval to the Settlement, it shall be asked to enter a Final Approval Order and  
23 Judgment, substantially in the form of **Exhibit B** attached hereto, which approves the Settlement  
24 and authorizes entry of a final judgment.

25       **D. Disapproval, Cancellation, Termination, Or Nullification Of Settlement.**  
26 Except as provided in this paragraph, the Settlement may only be terminated by the mutual written  
27 consent of the Parties. In the event either (i) the Court, by a final ruling not subject to  
28

1 reconsideration, appellate review, or other further proceedings seeking judicial approval of the  
2 Settlement, denies preliminary approval or final approval of the Settlement, or (ii) the Court grants  
3 final approval of the Settlement, but appellate review or further proceedings overturn such a  
4 decision, then each Party shall have the unilateral right to terminate the Settlement. If a Party  
5 elects to terminate the Settlement under this paragraph, that Party must provide written notice  
6 (“Termination Notice”) to the other Party’s counsel within thirty (30) days of the occurrence of the  
7 condition permitting termination. Termination Notice shall be provided by email, hand delivery or  
8 first-class mail to the Party’s counsel.

9  
10 E. If the Settlement is terminated pursuant to its terms, then: (i) the Settlement shall be  
11 rendered null and void; (ii) this Stipulation of Settlement and all negotiations and proceedings  
12 relating hereto shall be of no force or effect, and without prejudice to the rights of the Parties; and  
13 (iii) all Parties shall be deemed to have reverted to their respective status in the Action as of the  
14 date and time immediately preceding the execution of this Stipulation of Settlement and, except as  
15 otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all  
16 respects as if this Stipulation of Settlement and any related orders had never been executed, entered  
17 into, or filed, except that the Parties shall not seek to recover from one another the Costs of Notice  
18 and Administration.

19 F. **Final Approval Order and Judgment.** This Stipulation of Settlement is subject to  
20 and conditioned upon the issuance by the Court of the Final Order and Judgment which grants final  
21 approval of the Settlement and provides the relief specified below, which relief shall be subject to  
22 the terms and conditions of this Stipulation of Settlement. Such Final Order and Judgment shall:

- 23 1. Enter judgment consistent with California Rule of Court 3.769(h);
- 24 2. Decree that neither the Stipulation of Settlement nor the Settlement constitutes an  
25 admission by Defendants of any liability or wrongdoing whatsoever;
- 26 3. Bar and enjoin all Releasing Parties from asserting against any Released Parties any  
27 and all Released Class Claims which the Releasing Parties had, have, or may have  
28 in the future;

- 1 4. Release each Released Party from the Released Class Claims which any Releasing  
2 Parties have, had, or may have in the future, against any such Released Defendants  
3 Party;  
4  
5 5. Determine that the Settlement is entered into in good faith, is reasonable, fair and  
6 adequate, and in the best interest of the Settlement Class;  
7  
8 6. Preserve the Court’s continuing and exclusive jurisdiction over the Parties to this  
9 Stipulation of Settlement, including Defendants and all Settlement Class Members,  
10 to administer, supervise, construe and enforce this Stipulation of Settlement in  
11 accordance with its terms for the mutual benefit of the Parties, but without affecting  
12 the finality of the judgment; and  
13  
14 7. Require Defendants to maintain a Settlement Fund pursuant to the specific terms set  
15 forth in Article III.A. to this Stipulation of Settlement.

16  
17 G. In the event that the Settlement is not approved by the Court or is otherwise  
18 canceled in accordance with its terms, or the Settlement is otherwise canceled or terminated or fails  
19 to become effective in accordance with its terms, this Stipulation of Settlement shall become null  
20 and void and shall have no further force and effect, and neither this Stipulation of Settlement  
21 (including any and all of its provisions and the exhibits hereto), nor any drafts hereof, nor any of  
22 the negotiations and proceedings relating thereto: (i) shall be offered, received in evidence or  
23 otherwise used in this Action or in any other action or proceedings for any purpose, or (ii) shall  
24 prejudice the rights of any of the Parties hereto, who shall be restored to their respective positions  
25 immediately before the execution of this Stipulation of Settlement.

## 26 **ARTICLE VIII.**

### 27 **LIMITATIONS ON USE OF THIS STIPULATION OF SETTLEMENT**

28 The Parties’ use of this Stipulation of Settlement shall be limited as follows:

A. **No Admission.** Neither the acceptance by Defendants of the terms of the Settlement nor any of the related negotiations or proceedings are, or shall be construed as, or deemed to be legal evidence of, an admission by Defendants or the other Released Defendants



1 Defendants to oppose certification in this Action should the Settlement not be approved or  
2 implemented for any reason, or oppose certification in any other proposed or certified class action.  
3 Neither the fact of the Settlement nor this Stipulation of Settlement shall be used in connection  
4 with efforts in any proceeding to seek certification of any claims asserted against Defendants.  
5

## 6 **ARTICLE X**

### 7 **MISCELLANEOUS PROVISIONS**

8 A. **No Assignment.** Each Party represents, covenants and warrants that he, she, or it  
9 has not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or  
10 encumber to any person or entity any portion of any liability, claim, demand, cause of action, or  
11 rights that he or she herein releases.

12 B. **Binding On Assigns.** This Stipulation of Settlement shall be binding upon and  
13 inure to the benefit of the Parties and their respective heirs, trustees, executors, successors, and  
14 assigns.

15 C. **Captions And Interpretations.** Paragraph titles or captions contained herein are  
16 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or  
17 describe the scope of this Stipulation of Settlement or any provision hereof. Each term of this  
18 Stipulation of Settlement is contractual and not merely a recital.

19 D. **Construction.** The Parties agree that the terms and conditions of this Stipulation of  
20 Settlement are the result of lengthy, intensive arms-length negotiations between the Parties,  
21 including negotiations held with the assistance of Jill R. Sperber of Judicate West and that this  
22 Stipulation of Settlement shall not be construed in favor of or against any Party by reason of the  
23 extent to which any Party (or his, her, or its counsel) participated in the drafting of this Stipulation  
24 of Settlement.

25 E. **Counterparts.** This Stipulation of Settlement, and any amendments hereto, may be  
26 executed in any number of counterparts, and any Party and/or counsel may execute any such  
27 counterpart, each of which when executed and delivered shall be deemed to be an original and all  
28 of which counterparts taken together shall constitute one and the same instrument.

1           F.       **Governing Law.** Construction and interpretation of this Stipulation of Settlement  
2 shall be determined in accordance with the laws of the State of California, irrespective of the State  
3 of California’s choice of law principles.

4           G.       **Integration Clause.** This Stipulation of Settlement, including the Exhibits referred  
5 to herein, which form an integral part hereof, contains the entire understanding of the Parties in  
6 respect of the subject matter contained herein. There are no promises, representations, warranties,  
7 covenants, or undertakings governing the subject matter of this Stipulation of Settlement other than  
8 those expressly set forth in this Stipulation of Settlement. This Stipulation of Settlement  
9 supersedes all prior agreements and understandings among the Parties with respect to the  
10 settlement of the Action. This Stipulation of Settlement may not be changed, altered, or modified,  
11 except in a writing signed by the Parties and approved by the Court. This Stipulation of Settlement  
12 may not be discharged except by performance in accordance with its terms, or by a writing signed  
13 by the Parties.

14           H.       **Jurisdiction.** The Court shall retain jurisdiction, after entry of the Final Approval  
15 Order and Judgment, with respect to enforcement of the terms of the Settlement, and all Parties and  
16 Settlement Class Members submit to the exclusive jurisdiction of the Court with respect to the  
17 enforcement of the Settlement and any dispute with respect thereto.

18           I.       **Parties’ Authority.** The signatories hereto hereby represent that they are fully  
19 authorized to enter into this Stipulation of Settlement and bind the Parties to the terms and  
20 conditions hereof.

21           J.       **Waiver Of Compliance.** Any failure by any Party to comply with any obligation,  
22 covenant, agreement, or condition herein may be expressly waived in writing, to the extent  
23 permitted under applicable law, by the Party or Parties entitled to the benefit of such obligation,  
24 covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any  
25 representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or  
26 estoppel with respect to, any subsequent or other failure.  
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1           K.       **Confidentiality.** Other than the Notice described in Article IV above, the Parties  
2 and their counsel agree to not publicize or otherwise market or directly or indirectly cause to be  
3 publicized or marketed the Settlement, the Gross Settlement Sum, or any of the terms of this  
4 Settlement on any print media, website, e-mail blast campaign, or social media post.

5           L.       **Non-Disparagement.** Parties and their counsel will not, directly or indirectly, make  
6 any negative or disparaging statements against the Parties maligning, ridiculing, defaming, or  
7 otherwise speaking ill of the Parties, and their business affairs, practices or policies, standards, or  
8 reputation (including but not limited to statements or postings harmful to the Parties' business  
9 interests, reputation or goodwill) in any form (including but not limited to orally, in writing, on  
10 social media, internet, to the media, persons and entities engaged in radio, television or internet  
11 broadcasting, or to persons and entities that gather or report information on trade and business  
12 practices or reliability). Nothing in the Agreement shall, however, be deemed to interfere with each  
13 Party's obligation to report transactions with appropriate governmental, taxing and/or registering  
14 agencies. This provision likewise does not apply to an oral or written statement made pursuant to  
15 court order, subpoena, government request, or other legal process.  
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1 IN WITNESS WHEREOF, PLAINTIFF AND DEFENDANTS HAVE EXECUTED THIS  
2 STIPULATION OF SETTLEMENT ON THE DATES SET FORTH BELOW:  
3

4 Dated: May 16, 2024

**UNITED DOMINION REALTY, L.P.**

5 By: UDR, INC., its General Partner

6 

7 Name: David G. Thatcher

8 Title: SVP - General Counsel

9  
10  
11  
12 Dated: May 16, 2024

**UDR, INC.**

13 

14 Name: David G. Thatcher

15 Title: SVP - General Counsel

16  
17  
18 Dated: May 15th, 2024

**ANNE MOULTON**

19   
20 Anne Moulton (May 15, 2024 17:17 PDT)

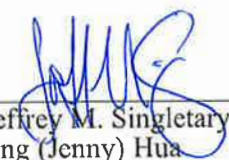


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Approved as to form


Dated: May 16, 2024

SNELL & WILMER L.L.P.

By:   
Jeffrey M. Singletary  
Jing (Jenny) Hua  
Justin F. Mello  
Attorneys for United Dominion Realty, L.P.  
and UDR, Inc.

Dated: May 17, 2024

BURSOR & FISHER, P.A.

By: 

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*Attorneys for Anne Moulton*

**EXHIBIT A**

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E-mail: adrian@gr-firm.com

9 *Attorneys for Plaintiff*

10  
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF SAN BERNARDINO**

13 ANNE MOULTON, individually and on  
behalf of all other persons similarly situated,

14  
15 Plaintiff,

16 v.

17 UNITED DOMINION REALTY, L.P., UDR,  
INC.; and DOES 1-100, inclusive.

18  
19 Defendants.

Case No. CIV SB 2123480

**CASE DEEMED COMPLEX**

ASSIGNED FOR ALL PURPOSES TO  
JUDGE JOSEPH T. ORTIZ

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

Date: June 25, 2024  
Time: 1:30 p.m.  
Dept.: S17

1 WHEREAS, Class Representative Anne Moulton and Defendants United Dominion  
2 Realty, L.P. and UDR, Inc., (collectively, “Defendants”) have reached a proposed settlement  
3 and compromise of the claims in the above-captioned matter, which is embodied in a  
4 Stipulation of Settlement that has been provided to the Court;

5 WHEREAS, the capitalized terms herein shall have the same meaning as in the  
6 Stipulation of Settlement;

7 WHEREAS, the parties have applied to the Court for preliminary approval of the  
8 proposed Settlement;

9 WHEREAS, pursuant to California Rules of Court 3.769, the parties seek entry of an  
10 order preliminarily approving the Settlement of this Action pursuant to the settlement  
11 agreement fully executed on or about May 17, 2024 (the “Agreement”), which, together with  
12 its attached exhibits, sets forth the terms and conditions for a proposed Settlement of the  
13 Action; and

14 WHEREAS, the Court has read and considered the Settlement Agreement and its  
15 exhibits, and Plaintiff’s Unopposed Motion for Preliminary Approval;

16 IT IS HEREBY **ORDERED** as follows:

17 1. The motion is GRANTED.

18 2. Subject to further consideration by the Court at the time of the Final Approval  
19 Hearing, the Court preliminarily approves the Settlement as fair, reasonable, and adequate to  
20 the Settlement Class, as falling within the range of possible final approval, and as meriting  
21 submission to the Settlement Class for its consideration.

22 3. For purposes of the Settlement only, the Court certifies the Settlement Class,  
23 which consists of all California residential tenants who, from August 12, 2017 to the date of  
24 this order, were charged or paid one or more Late Fees imposed by Defendants.

25 4. The Court preliminarily finds, solely for the purposes of considering this  
26 Settlement, that the requirements of Cal. Code Civ. Proc. § 382 are satisfied, including  
27 requirements for the existence of an ascertainable class, a well-defined community of interest,  
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1 and manageability of a settlement class, that common issues of law and fact predominate, and  
2 that a settlement class is superior to alternative means of resolving the claims and disputes at  
3 issue in this Action.

4 5. The Court appoints Bursor & Fisher, P.A., and Gucovschi Rozenshteyn, PLLC.,  
5 as Class Counsel for purposes of this settlement. The Court preliminarily finds that the Class  
6 Representative and Class Counsel fairly and adequately represent and protect the interests of  
7 the absent Settlement Class Members in accordance with Cal. Code Civ. Proc. § 382.

8 6. A Final Approval Hearing shall be held before this Court at TIME on DATE in  
9 Department S17 of the San Bernardino County Superior Court, to address: (a) whether the  
10 proposed Settlement should be finally approved as fair, reasonable, and adequate; (b) whether  
11 the Final Approval Order and Judgement should be entered; (c) whether the application for  
12 approval of the payment of attorneys' fees to Class Counsel should be approved; (d) whether  
13 Class Counsel's application for reimbursement of costs and expenses and payment of an  
14 incentive award to the Class Representative from the Settlement Fund should be approved; and  
15 (e) any other matters that the Court deems appropriate.

16 7. The Court approves, as to form and content, the Notice, substantially in the form  
17 attached as Exhibit D hereto. On or before DATE, Class Counsel are direct to cause the  
18 publication notice to be published substantially in the form of Exhibit D.

19 8. The Court finds that the Parties' plan for providing notice of the Settlement  
20 Class described in Article IV of the Stipulation of Settlement constitutes the best notice  
21 practicable under the circumstances and shall constitute due and sufficient notice to the  
22 Settlement Class of the pendency of this Action, certification of the Settlement Class, the terms  
23 of the Stipulation of Settlement, and the Final Approval Hearing, and complies fully with the  
24 requirements of the California Rules of Court, the California Code of Civil Procedures, the  
25 Constitution of the State of California, the United States Constitution, and other applicable  
26 laws.

27 9. The Court further finds that the notice plan described in Article IV of the  
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1 Stipulation of Settlement will adequately inform the members of the Settlement Class of their  
2 right to exclude themselves from the Settlement Class so as not to be bound by the terms of the  
3 Stipulation of Settlement.

4 10. Any member of the Settlement Class who desires to be excluded from the  
5 Settlement Class, and therefore not be bound by the terms of the Stipulation of Settlement,  
6 must send a timely and valid written Request for Exclusion, postmarked on or before DATE, to  
7 the Settlement Administrator, RG/2 Claims Administration LLC, pursuant to the instructions  
8 set forth in the Notice. Specifically, Settlement Class Members will be able to submit the  
9 Request for Exclusion by mailing a Request for Exclusion letter to the Court, explaining that  
10 the Settlement Class Member wants to be excluded from the Settlement Class in *Moulton v.*  
11 *United Dominion Realty, L.P.*, with their name, address, telephone number, and signature.

12 11. Any person falling within the definition of the Settlement Class who elects to be  
13 excluded shall not be entitled to receive any of the benefits of the Settlement, shall not be  
14 bound by the release of any claims pursuant to the Stipulation of Settlement, and shall not be  
15 entitled to object to the Settlement or appear at the Final Approval Hearing. The names of all  
16 Persons timely submitting valid Requests for Exclusion shall be submitted to the Court by  
17 Class Counsel.

18 12. The Claims Deadline referenced in Article IV of the Stipulation of Settlement  
19 shall be DATE. The Class Representative will file with the Court her motion in support of final  
20 approval of class action settlement, Fee and Expense Application(s), and supporting papers, no  
21 later than DATE.

22 13. Any Settlement Class Member who does not submit a valid and timely Request  
23 for Exclusion may object to the Stipulation of Settlement, to Class Counsel's application for  
24 attorneys' fees, costs, expenses and/or incentive awards, or to the entry of the proposed Final  
25 Approval Order. Any such Settlement Class Member shall have the right to appear and be  
26 heard at the Final Approval Hearing, either personally or through an attorney retained at the  
27 Settlement Class Member's own expense. Any such Settlement Class Member must (a) file  
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1 with the Court a notice of intention to appear at the Fairness Hearing, together with supporting  
2 papers, including a detailed statement of the specific objections made; (b) serve the notice of  
3 intention and supporting papers on Class Counsel and Defendants' Counsel identified in  
4 paragraph 14, postmarked on or before DATE; and (c) provide, with the notice of intention to  
5 appear, documentary evidence that the objector was assessed and paid a Late Fee to  
6 Defendants during the Settlement Class Period. Only Settlement Class Members who made  
7 such a submission shall be entitled to be heard at the Final Approval Hearing. Any such Class  
8 Member must also provide contact information to allow the Class Representative to serve any  
9 response to objections, or to provide notice of scheduling changes. The Class Representative  
10 will file with the Court her response to any objections no later than DATE.

11 14. In the event a Settlement Class Member elects to serve the Parties, service of all  
12 papers shall be made as follows: for Class Counsel, to L. Timothy Fisher, Bursor & Fisher,  
13 P.A., 1990 North California Blvd., Suite 940, Walnut Creek, CA 94596 and Adrian Gucovschi,  
14 Gucovschi Rozenshteyn, PLLC, 140 Broadway, Suite 4667, New York, NY 10005; and for  
15 Defendants' Counsel, Jeffrey M. Singletary, Snell & Wilmer, L.L.P., 600 Anton Blvd., Suite  
16 1400, Costa Mesa, CA 92626.

17 15. Any Settlement Class Member who does not make an objection in the time and  
18 manner provided shall be deemed to have waived such objection and shall be forever  
19 foreclosed from asserting any objection to the fairness or adequacy of the proposed settlement  
20 as incorporated in the Stipulation of Settlement, the payment of attorney's fees, costs and  
21 expenses, the Class Representative's incentive award, or the Final Approval Order and  
22 Judgment.

23 16. In the event that the proposed Settlement is not approved by the Court, or in the  
24 event that the Stipulation of Settlement becomes null and void pursuant to its terms, this Order  
25 and all orders entered in connection therewith shall become null and void, shall be of no further  
26 force and effect, and shall not be used or referred to for any purposes whatsoever in this Action  
27 or in any other case or controversy; in such event the Stipulation of Settlement and all  
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1 negotiations and proceedings directly related thereto shall be deemed to be without prejudice to  
2 the rights of any and all of the Parties, who shall be restored to their respective positions as of  
3 the date and time immediately preceding the execution of the Stipulation of Settlement.

4 17. The Court may, for good cause, extend any of the deadlines set forth in this  
5 Order without further notice to the Settlement Class Members. The Final Approval Hearing  
6 may, from time to time and without further notice to the Settlement Class, be continued by  
7 order of the Court.

8 18. The Court may, by further order, adjust the manner in which payment is made to  
9 certain Settlement Class Members to better facilitate the delivery of settlement funds to those  
10 who are entitled to receive them.

11 19. All proceedings in the Action, other than proceedings necessary to carry out or  
12 enforce the terms and conditions of the Agreement and this Order, are hereby stayed.

13 20. The Court shall retain jurisdiction over any claim relating to the Stipulation of  
14 Settlement (including all claims for enforcement of the Settlement Agreement and/or all claims  
15 arising out of a breach of the Settlement Agreement) as well as any future claims by any  
16 Settlement Class Member relating in any way to the Released Claims.

17 **Summary of Deadlines**

18

Event	Date
Deadline to Publish Notice of Settlement	
Deadline for Motion for Final Approval of Settlement	
Deadline for Plaintiff and Class Counsel to Submit Their Motion for Attorneys' Fees, Costs and Expenses and Class Representative's Incentive Award	
Deadline to Submit Claims Forms	
Deadline to Submit Requests for Exclusion	
Deadline to Submit Objections	

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Deadline to Submit Responses to Objections	
Class Counsel's Deadline to File Exclusion Report with the Court	
Final Approval Hearing	

IT IS SO ORDERED.

Dated: \_\_\_\_\_

\_\_\_\_\_  
JOSEPH T. ORTIZ  
Judge of the Superior Court

**EXHIBIT B**

1 **BURSOR & FISHER, P.A.**  
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8 Facsimile: (212) 884-4230

9 *Attorneys for Plaintiff*

10  
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF SAN BERNARDINO**

13 ANNE MOULTON, individually and on  
behalf of all other persons similarly situated,

14  
15 Plaintiff,

16 v.

17 UNITED DOMINION REALTY, L.P., UDR,  
INC.; and DOES 1-100, inclusive.

18  
19 Defendants.

Case No. CIV SB2123480

**CASE DEEMED COMPLEX**

ASSIGNED FOR ALL PURPOSES TO  
JUDGE JOSEPH T. ORTIZ

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

Date:  
Time:  
Dept.: S17

1           WHEREAS, on DATE, this Court entered an Order Granting Preliminary Approval of  
2 Settlement (the “Preliminary Approval Order”), preliminarily approving the proposed  
3 settlement of the Action pursuant to the terms of the Stipulation of Settlement and directing that  
4 notice be given to the members of the Settlement Class;

5           WHEREAS, the capitalized terms herein shall have the same meaning as in the  
6 Stipulation of Settlement;

7           WHEREAS, pursuant to the Parties’ plan for providing notice to the settlement class (the  
8 “Notice Plan”), the Settlement Class was notified by email, mail and web posting of the terms  
9 of the proposed Settlement and of the Final Approval Hearing to determine, *inter alia*, whether  
10 the terms and conditions of the Stipulation of Settlement are fair, reasonable, and adequate for  
11 the release and dismissal of the Released Class Claims against the Released Parties; and

12           WHEREAS, a Final Approval Hearing was held on DATE. Prior to the Final Approval  
13 Hearing, proof of completion of the Notice Plan was filed with the Court. Settlement Class  
14 Members were therefore notified of their right to appear at the hearing in support of, or in  
15 opposition to, the proposed settlement;

16           NOW, THEREFORE, the Court, having heard the oral presentations made at the Final  
17 Approval Hearing, and having reviewed all of the submissions presented with respect to the  
18 proposed Settlement, and having determined that the Settlement is fair, adequate, and  
19 reasonable, and having reviewed the materials in connection therewith, it is hereby ORDERED,  
20 ADJUDGED, AND DECREED THAT:

21           1. The capitalized terms used in this Final Approval Order and Judgment shall  
22 have the same meaning as defined in the Stipulation of Settlement except as may otherwise be  
23 ordered.

24           2. The Court has jurisdiction over the subject matter of this Action and over all  
25 claims raised therein and all Parties thereto, including the Settlement Class.

26           3. The Court finds, solely for the purpose of this Settlement, that the requirements  
27 of Cal. Code Civ. Proc. § 382 are satisfied, including requirements for the existence of an  
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1 ascertainable class, a community of interest, and manageability of a settlement class, that  
2 common issues of law and fact predominate, and that a settlement class is superior to  
3 alternative means of resolving the claims and disputes at issue in this Action.

4 4. For purposes of this Settlement and this Final Approval Order and Judgment, the  
5 Settlement Class shall consist of all California residential Tenants who, from August 12, 2017  
6 through [DATE], were charged or paid one or more Late Fees imposed by Defendants.

7 5. The Settlement Class Members bound by this Final Approval Order and  
8 Judgment shall include all tenants falling within the definition of the Settlement Class who did  
9 not submit a timely and valid Request for Exclusion. Those persons who have requested  
10 exclusion are identified in Exhibit 1 attached hereto.

11 6. The Court finds that the Notice Plan set forth in Article IV of the Stipulation of  
12 Settlement, effectuated pursuant to the Preliminary Approval Order, constitutes the best notice  
13 practicable under the circumstances and shall constitute due and sufficient notice to the  
14 Settlement Class of the pendency of this Action, certification of the Settlement Class for  
15 settlement purposes only, the terms of the Stipulation of Settlement, and the Final Approval  
16 Hearing, and satisfies the requirements of California law and federal due process of law.

17 7. The Settlement, as set forth in the Stipulation of Settlement, is approved. The  
18 Parties shall effectuate the Stipulation of Settlement according to its terms. The Stipulation of  
19 Settlement and every term and provision thereof shall be deemed incorporated herein as if  
20 explicitly set forth and shall have the full force of an Order of this Court.

21 8. Upon the Effective Date, the Releasing Class Parties shall have, by operation of  
22 this Final Approval Order and Judgment, fully, finally, and forever released, relinquished, and  
23 discharged the Released Defendant Parties from all Released Class Claims pursuant to the  
24 Stipulation of Settlement.

25 9. As of the Effective Date, Settlement Class Members are hereby permanently  
26 barred and enjoined from instituting, commencing or prosecuting, either directly or in any other  
27 capacity, any Released Class Claims against any of the Released Parties.

1           10. This Final Approval Order and Judgment, the Stipulation of Settlement, the  
2 Settlement which it reflects, and any and all acts, statements, documents or proceedings relating  
3 to the Settlement are not, and shall not be construed as, or used as an admission by or against  
4 the Released Parties.

5           11. The Court has also considered the Motion for an Award of Attorneys' Fees,  
6 Costs and Expenses, and Incentive Award to the Class Representative. The Motion for an  
7 Award of Attorneys' Fees, Costs and Expenses, and Incentive Award to the Class  
8 Representative is GRANTED. Class Counsel is hereby awarded \$1,000,000 in attorneys' fees  
9 and \$ \_\_\_\_\_ in costs and expenses. In addition, the Class Representative is awarded an  
10 incentive award in the amount of \$5,000. These awards shall be paid in accordance with the  
11 terms of the Stipulation of Settlement.

12           12. The claims of the Class Representative and all Settlement Class Members in this  
13 Action are hereby dismissed in their entirety with prejudice. Without affecting the finality of  
14 the Judgment hereby entered, the Court reserves jurisdiction over the implementation of the  
15 Settlement, including enforcement and administration of the Stipulation of Settlement,  
16 including any releases in connection therewith, the enforcement of an injunction entered  
17 simultaneously herewith, and any other matters related or ancillary to the foregoing. Pursuant  
18 to Rule of Court 3.767, judgment is hereby entered in accordance with the terms of the  
19 Stipulation of Settlement.

20  
21 IT IS SO ORDERED.

22  
23 Dated: \_\_\_\_\_

\_\_\_\_\_  
JOSEPH T. ORTIZ  
Judge of the Superior Court

**EXHIBIT C**

*Anne Moulton v. United Dominion Realty, L.P., et al.,*

San Bernardino Superior Court Case No. CIV-SB 2123480

**SETTLEMENT CLAIM FORM**

IF YOU ARE A CURRENT OR FORMER RESIDENTIAL LEASEHOLD TENANT OF UNITED DOMINION REALTY (“UDR”), YOU MUST SUBMIT THIS CLAIM FORM **NO LATER THAN [DATE]** TO RECEIVE MONEY AS PART OF THIS SETTLEMENT.

**BACKGROUND:** This settlement relates to Late Fee Charges paid by residential leasehold tenants of United Dominion Realty, L.P., and UDR, Inc., (hereinafter, “Defendants”), for late fees collected between August 12, 2017 and **[DATE]** (hereinafter, “Late Fees”).

On **[DATE], 2024**, the Court preliminarily approved a settlement class in this case defined as follows:

All California residents who rented and/or are renting a rental property from UDR pursuant to the Lease Contract, or any successor agreement thereto, and who paid one or more Late Fees imposed by UDR pursuant to the Lease Contract.

The “Settlement Class Period” is August 12, 2017 through **[DATE]**.

**INSTRUCTIONS:**

**Former Tenants:** If you are a former tenant of Defendants, to be eligible to participate in the benefits of the settlement, you **must complete** and submit this Claim Form, either electronically at **[WEBSITE]**, or by mail, by sending it to **[ADDRESS]**. If you provide incomplete, incorrect, or inaccurate information, your claim will be denied. If the Settlement is finally approved, your share of the settlement proceeds will be mailed to you at the address you provide unless you elect an alternative method below.

**Current Tenants:** If, as of [Claim Deadline] you are a current tenant, **you may, but are not required** to, complete this Claim Form. If the Settlement is finally approved, your share of the settlement proceeds will be provided to you automatically in the form of a check mailed to your current address at the time of Notice Completion unless you elect an alternative method below.

**DO NOT CALL DEFENDANTS OR THE COURT WITH ANY QUESTIONS OR REQUESTS. Instead, contact the Settlement Administrator or Class Counsel by clicking the following link **[INSERT LINKS]**.**

---

**I. Claim Information**



**Please review the statements directly below. If both statements do not apply to you, do not submit the Claim Form because you are not a qualified claimant. By submitting this Claim Form, you are certifying under penalty of perjury that:**

1. You were a residential tenant of Defendants at some time between August 12, 2017 through []; and
2. You paid one or more Late Fees to Defendants during that time period.

**II. Payment and Verification Information.** The following information must be provided for verification and payment:

Name: \_\_\_\_\_

Your Current Mailing Address:

\_\_\_\_\_  
*Street* *City* *State* *Zip Code*

Your Current Contact Phone Number: \_\_\_\_\_

Current e-mail address: \_\_\_\_\_

Address for apartment where you paid late fees to Defendants:

\_\_\_\_\_  
*Street* *City* *State* *Zip Code*

I wish to receive any payment from this settlement as follows:

By check mailed to my current mailing address;

By credit to my PayPal account. [ADD IDENTIFYING INFO FOR THAT ACCT]

By credit to my Zelle account. [ADD IDENTIFYING INFO FOR THAT ACCT]

By credit to my Venmo account. [ADD IDENTIFYING INFO FOR THAT ACCT]

---

**Important information:** All claims are subject to review. It is your responsibility to keep the Settlement Administrator informed of your correct and current mailing or email address. If you fail to do so, you may not receive payment. If you have any questions, additional information can be found by visiting the website [WEBSITE] or by calling the Settlement Administrator at [ADDRESS].

**YOU MAY SUBMIT THIS CLAIM FORM BY CLICKING THE FOLLOWING LINK:**  
[INSERT LINK].

**ALTERNATIVELY, YOU MAY SUBMIT THIS CLAIM FORM BY MAILING IT TO:**  
\_\_\_\_\_ **[ ADDRESS].**

**FAILURE TO FILL OUT THE CLAIM FORM COMPLETELY MAY RESULT IN THE REJECTION OF YOUR CLAIM.**

**NO PAYMENTS WILL BE MADE AVAILABLE UNTIL AFTER FINAL APPROVAL OF THE SETTLEMENT BY THE COURT, INCLUDING AFTER ANY APPEALS ARE RESOLVED. THE PROCESS MAY TAKE TIME. PLEASE BE PATIENT.**

---

**EXHIBIT D**

## **LEGAL NOTICE**

**If you paid a Late Payment Charge to United Dominion Realty, L.P. and/or UDR Inc., (“UDR” or “Defendants”) as a Leasehold Tenant in a UDR property, a class action settlement may affect your rights.**

A proposed settlement is pending in a lawsuit challenging the late fees (“Late Fees”) imposed on tenants of UDR’s residential properties (“Tenants”) pursuant to its residential lease agreements (“Lease Contracts”). The lawsuit is pending in the San Bernardino (California) Superior Court, Case No. CIV-SB 2123480.

### **ARE YOU AFFECTED?**

The class in this case includes all California residents who rented and/or are renting a rental property from UDR pursuant to the Lease Contract, or any successor agreement thereto, and who paid one or more Late Fees imposed by UDR pursuant to the Lease Contracts, provided by Defendants at any time during the period from August 12, 2017, up through [ ] (the “Settlement Class”).

### **WHAT IS THIS CASE ABOUT?**

The lawsuit claims that Defendants unlawfully imposed on Leasehold Tenants, and collected from its Leasehold Tenants, Late Fees in violation of California Civil Code § 1671, and, in so doing violated various California consumer protection laws. Defendants deny any wrongdoing, but have agreed to settle the lawsuit, to avoid the cost and expense of further litigation. The Court has not made a decision regarding liability in the case.

### **WHAT DOES THE SETTLEMENT PROVIDE?**

Defendants agree to provide a Settlement Fund of \$3,000,000.00 to compensate Settlement Class Members, pay notice and administration costs, incentive awards to the class representative, and litigation costs and expenses; and to pay attorney’s fees to compensate Class Counsel.

The Settlement Agreement provides that the Settlement Fund, net of deductions approved by the Court, will be allocated to (a) Class Members who were, or are currently, tenants of Defendants at some time during the period from August 12, 2017 through [ ] (the “Settlement Class Period”) who were assessed Late Fees as reflected in Defendants’ records and who submit a valid Claim Form.

Current tenants are not required to submit a Claim Form to receive their benefit but may still do so. Current tenants will receive their payment by check at their current address at the time of Notice Completion unless they elect a different payment method by submitting a Claim Form. If a current Tenant elects to receive payment in a form other than a check, they may receive payment as a credit to their account with PayPal, Zelle, or Venmo. Current Tenants are current residential lease holders who rent an apartment from any of UDR’s California apartment buildings or residential properties.

Former Tenants must submit a Claim Form to be eligible to receive a portion of the

Settlement Fund. Distributions to Former Tenants will be in the form of a check or, at the Settlement Class Member's option, payment to a specified PayPal, Zelle, or Venmo account. The Court may, however, adjust the manner in which certain Settlement Class Members are paid to better facilitate the delivery of settlement funds to those who are entitled to receive them. A former Tenant is a residential lease holder who rented an apartment from any of UDR's California apartment buildings or residential properties during the Settlement Class Period, paid a Late Fee to Defendants but is no longer a UDR tenant.

### **DO I HAVE A LAWYER IN THE CLASS ACTION?**

The Court has appointed Bursor & Fisher, P.A. of Walnut Creek, CA, and Gucovschi Rozenshteyn, PLLC, of New York, NY as Class Counsel to represent Plaintiff and all Settlement Class Members.

### **WHEN WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

The Court will determine whether to approve the settlement at a fairness hearing to be held on [DATE] (the "Fairness Hearing"). If you filed a valid and timely objection (see below) you or your attorney may appear at the hearing to explain your objection.

### **WHAT ELSE WILL BE DECIDED AT THE FAIRNESS HEARING?**

At the Fairness Hearing, the Court will also decide whether to approve Class Counsel's applications (a) for an award of attorneys' fees of not more than \$1,000,000.00, to be paid by Defendants, from the Settlement Fund; (b) for reimbursement from the Settlement Fund of litigation costs and expenses (the "Expenses"); and (c) for payment of an incentive award from the Settlement Fund to the Class Representative not to exceed \$5,000.00 (the "Incentive Award").

### **WHAT ARE MY LEGAL RIGHTS?**

You have four options:

- **Remain in the Settlement Class (current UDR residential tenants).** If you are a class member and current UDR residential tenant, if you do not exclude yourself from the Settlement Class, you will be bound by the terms of the settlement and give up your right to sue regarding issues in this case. Current leasehold tenants are not required to submit a Claim Form to receive their benefit but may still do so. You will receive a portion of the Settlement Fund by check sent to your current residential address without filing a Claim Form. You can submit a Claim Form if you would prefer to receive payment to Your PayPal, Zelle, or Venmo account.
- **Submit a Claim Form (former UDR residential tenants).** If you are a Class Member and a former UDR residential tenant, you will need to file a Claim Form to be eligible to receive a portion of the Settlement Fund. The Claim Form must be submitted by

[DATE] and is available at [WEBSITE], with instructions on how to submit the Claim Form.

- **Request to be Excluded.** The Court will exclude you from the Settlement Class if you mail a request for exclusion to the Settlement Administrator at the addresses below. Requests for exclusion must be postmarked by [ ]. You will not get a share of the money recovered in the settlement but will keep any rights to sue Defendants separately.
- **Object to the Settlement, the Attorney's Fees, the Expenses, and/or the Class Representative Incentive Award.** If you do not exclude yourself from the Settlement Class, you may object to the Settlement, the Attorneys' Fees, the Expenses, or the Incentive Awards, either by yourself or through an attorney that you hire at your own expense. Objections must be written and mailed to the Court at: Clerk of the Court, San Bernardino County Superior Court, 247 West Third Street, San Bernardino, CA 92415, and Class Counsel and Defense Counsel at their respective addresses below, and must include documentary evidence that you were charged or paid a Late Fee to Defendants during the period from August 12, 2017, through [ ]. Objections that include such evidence and are postmarked by [ ] will be considered at the fairness hearing. You will be bound by the terms of the settlement if your objection is rejected.

#### **HOW CAN YOU GET MORE INFORMATION?**

If you have questions or want a detailed notice or other documents about this lawsuit and your rights, visit [WEBSITE], or write to: [ADDRESS]. Please do not contact the Court or Defendants concerning this lawsuit.

#### **Class Counsel**

L. Timothy Fisher  
Bursor & Fisher, P.A.  
1990 North California Blvd., Suite 940  
Walnut Creek, CA 94596  
Telephone: (925) 300-4455

Adrian Gucovschi  
Gucovschi Rozenshteyn, PLLC.  
140 Broadway, Suite 4667  
New York, NY 10005  
Telephone: (212) 884-4230

#### **Defendants' Counsel:**

Jeffrey M. Singletary  
Snell & Wilmer, L.L.P.  
600 Anton Blvd., Suite 1400  
Costa Mesa, CA 92626

Telephone: (714) 427-7000

By the Order of the Honorable Joseph T. Ortiz,  
Judge of the Superior Court of California.

**EXHIBIT E**



## If you paid a late fee on your rent to United Dominion Realty, a class action settlement may affect your rights.

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

- Anne Moulton, on behalf of herself and all others similarly situated, has sued United Dominion Realty, L.P. and UDR, Inc. (“Defendants” or “UDR”), alleging that Defendants’ late fees for the late payment of rent (“Late Fees”) were unlawful contractual penalties under California Civil Code § 1671(d), and that Defendants, in charging and collecting them, violated California consumer protection statutes.

The Court has allowed the lawsuit to go forward as a class action on behalf of all California residential apartment tenants who paid Late Fees to Defendants from August 12, 2017 through [DATE] (the “Settlement Class Period”). The class described in this paragraph is called the “Settlement Class.” The parties have proposed a settlement (“Settlement”).

- The Court has not decided whether the Settlement Class’s claims have any merit, but a Settlement of the Settlement Class’s claims has been reached. Your legal rights are affected, and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
<b>DO NOTHING (CURRENT TENANTS)</b>	<p><b>Stay in the lawsuit. Await the outcome. Give up certain rights. If the settlement is approved by the Court, you may be eligible for a payment of money under the settlement.</b></p> <p>By doing nothing, you remain a part of the Settlement Class. But you give up any rights to sue Defendants separately about the same legal claims that were brought or could have been brought in the lawsuit.</p> <p><i>If you fall within the definition of the Settlement Class and, as of [DATE], and you are a current tenant in one of Defendants’ apartments, you are eligible to receive a portion of the settlement fund by check to your current residential address, without filing a claim form unless you seek payment in another manner (e.g. PayPal, Zelle, or Venmo).</i></p>
<b>(FORMER TENANTS) SUBMIT A CLAIM FORM</b>	<p><i>If you fall within the definition of the Settlement Class, but as of [DATE], you are no longer a tenant in one of Defendants’ apartments, you will need to file a claim form to be eligible to receive a portion of the settlement fund. The claim form must be submitted by [DATE]. Claim forms are available online at</i></p>

<b>BY [DATE]</b>	<a href="#">[WEBSITE]</a> , along with instructions on how to submit them.
<b>SUBMIT AN OBJECTION BY [DATE]</b>	If you do not exclude yourself from the Settlement Class, you may object to the Settlement, class counsel’s request for an award of attorney’s fees and/or the proposed allocation of the net settlement fund. Any such objection must be accompanied by documentary evidence that you paid a Late Fee to Defendants, and must be filed with the Court on or before <b>[DATE]</b> , and served on Class Counsel and Defendants’ Counsel, postmarked on or before <b>[DATE]</b> . The addresses of Class Counsel and Defendants’ counsel are listed below.
<b>ASK TO BE EXCLUDED BY [DATE]</b>	<b>Get out of the lawsuit. Get no benefits from it. Keep rights.</b> If you ask to be excluded, you won’t share in any of the money recovered in the settlement. But you will keep any rights to sue Defendants separately about the same legal claims in this lawsuit.

- Your options are explained in this notice. To ask to be excluded, you must act before **[DATE]**.
- Any questions? Read on, or visit [\[WEBSITE\]](#) or contact class counsel at [\[CLASS COUNSEL EMAIL\]](#) [or by replying to this email – FOR E-MAIL VERSION ONLY].

## BASIC INFORMATION

### 1. Why did I get this notice?

If you received this notice by email, you may have paid a Late Fee to UDR between August 12, 2017 through **[DATE]**. This notice explains that the Court has allowed, or “certified,” a class action lawsuit that may affect you and that there is a settlement pending in the case. You have legal rights and options that you may exercise. Judge Joseph T. Ortiz of the Superior Court of California, County of San Bernardino, is overseeing this class action. The lawsuit is known as *Moulton v. United Dominion Realty, L.P., et al.*, Case No. CIV-SB 2123480.

### 2. What is this lawsuit about?

The lawsuit claims that Defendants violated California consumer protection laws and other state laws by imposing Late Fees on tenants of Defendants’ residential properties. The suit seeks to recover monetary damages, restitution, injunctive, and other relief.

### **3. What is a class action and who is involved?**

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” One court resolves the issues for everyone in the Class – except for those people who choose to exclude themselves from the Class. The companies sued in this case, United Dominion Realty, L.P., and UDR, Inc., are called the Defendants.

### **4. Who is the Class Representative?**

The Class Representative for the Settlement Class is Anne Moulton.

### **5. Why is this lawsuit a class action?**

The Court decided that this lawsuit and the settlement, if approved, can be a class action on behalf of the Settlement Class because it meets the requirements of California Code of Civil Procedure § 382 and California Civil Code § 1781, which govern class actions in California state courts.

More information about why the Court is allowing this lawsuit to be a class action is in the Court’s Order Granting Preliminary Approval of Settlement, issued [DATE], which is available at [WEBSITE].

## **THE CLAIMS IN THE LAWSUIT**

### **6. What are the claims in this lawsuit?**

In this lawsuit, the Plaintiff alleges, on behalf of the Settlement Class, that Defendants’ Late Fees are unlawful contractual penalties under California Civil Code § 1671(d), and that in charging and collecting them, Defendants violated the California Consumers Legal Remedies Act (Civil Code §§ 1750 *et seq.*), the California Unfair Competition Law (Bus. & Prof. Code §§ 17200 *et seq.*), among other provisions of law. You can read the Plaintiff’s First Amended Complaint at [WEBSITE].

### **7. How do Defendants answer?**

Defendants deny all wrongdoing and deny the Plaintiff’s allegations. They contend that all of their actions have been legal and proper. You can read Defendants’ Answer at [WEBSITE].

### **8. Has the Court decided who is right?**

The Court has not decided who is correct – Plaintiff or Defendants. By issuing this notice, the Court is not suggesting that the Settlement Class would have won or lost this case or that Defendants committed any wrongdoing. This Notice is to inform you about the settlement.

## 9. What are the terms of the settlement?

The settlement provides for the following relief:

Defendants will create a settlement fund of \$3,000,000.00 (“Settlement Fund”). After deductions for the costs of notice to the class and administration of the settlement (other than internal costs of Defendants which will be borne by Defendants), the Class Representative’s incentive award (if authorized by the Court), and reimbursement of attorneys’ fees, costs, and expenses (if authorized by the Court), the remainder of this money will be distributed to (i) Settlement Class Members who paid Late Fees to Defendants at some point during the Settlement Class Period. Current tenants of Defendants’ apartments as of [DATE] who paid Late Fees will receive a check at their current residential address for their share of the Settlement Fund and do not need to submit a claim form unless they seek payment in another manner (e.g. PayPal, Zelle, or Venmo). Former tenants of Defendants’ apartments as of [DATE] who paid Late Fees will need to submit a claim form to receive a payment from the Settlement Fund.

The benefits conferred by the Settlement are explained in greater detail in the Settlement Agreement, which is available at [WEBSITE]. All capitalized terms contained in this notice have the same meaning as contained in the Settlement Agreement.

## 10. Is there any money available now?

No money or benefits are available now because the Court has not yet decided whether to approve the settlement. If the settlement is approved, Settlement Class Members who are former tenants of Defendants’ apartments as of [DATE] may become eligible to share in the Settlement Fund by submitting a valid and timely Claim Form, which is available at [WEBSITE]. Settlement Class Members who are current tenants as of [DATE] do not need to submit a claim form unless they wish to receive their payment via PayPal, Zelle or Venmo.

## WHO IS IN THE CLASS

You need to decide whether you are affected by this lawsuit.

## 11. Am I a Member of the Settlement Class?

You are a class member if you were charged or paid one or more Late Fees imposed by Defendants from August 12, 2017 through [DATE].

## THE FAIRNESS HEARING

### 12. When Will The Court Decide Whether To Approve The Settlement?

The Court will determine whether to approve the settlement at a fairness hearing to be held on [DATE] at [TIME] at the San Bernardino County Superior Court, Department S-17, 247 West Third Street, San Bernardino, CA 92415-0210 (the “Fairness Hearing”).

### 13. What Else Will Be Decided At The Fairness Hearing?

At the Fairness Hearing, the Court will also decide whether to approve the Class Representative’s incentive award of not more than \$5,000.00 and Class Counsel’s application for an award of attorney’s fees and litigation expenses. Class Counsel will ask the Court to approve an award of attorney’s fees and litigation expenses to them, if the Settlement is approved, consisting of (a) not more than \$1,000,000.00 for attorney’s fees from the Settlement Fund and, in addition, (b) litigation costs and expenses to be paid from the Settlement Fund. Settlement Class Members will not be required to pay any portion of Class Counsel’s attorney’s fees or expenses out of their own pockets. Class Counsel will also request the Court to approve a proposed plan of allocation of the net settlement proceeds.

### 14. What does the proposed plan of allocation of net settlement proceeds provide?

The proposed plan of allocation of net settlement proceeds provides that each Settlement Class Member who is either a current or former tenant shall be entitled to a *pro rata* share of the net Settlement Fund based on the number of Late Fees paid during the Settlement Class Period. Current tenants of Defendants’ apartments as of [DATE] who paid Late Fees will receive a check at their current residential address for their share of the Settlement Fund and do not need to submit a claim form unless they seek payment in another manner (e.g. PayPal, Zelle, or Venmo). Former tenants of Defendants’ apartments as of [DATE] who paid Late Fees will need to submit a claim form to receive a payment from the Settlement Fund.

## YOUR RIGHTS AND OPTIONS

You have to decide whether or not to stay in the Settlement Class and participate in the Settlement, and you have to decide this now.

### 14. What happens if I do nothing at all?

If you do nothing, you will remain a member of the Settlement Class. Current tenants of Defendants’ apartments as of [DATE] who paid Late Fees will receive a check at their current residential address for their share of the Settlement Fund and do not need to submit a claim form unless they seek payment in another manner (e.g. PayPal, Zelle, or Venmo). Former tenants of Defendants’ apartments as of [DATE] who paid Late Fees will need to submit a claim form to receive a payment from the Settlement Fund.

Keep in mind that if you do nothing now and the Settlement is approved, you will not be able

to sue or continue to sue Defendants, as part of any other lawsuit, about the same legal claims that are the subject of the claims asserted in this lawsuit on behalf of the Settlement Class. You will also be legally bound by all of the orders or judgments the Court may issue in this case.

### **15. Why would I ask to be excluded?**

If you are a member of the Settlement Class and you already have your own lawsuit against Defendants regarding Late Fees and want to continue with it, you need to ask to be excluded from the Settlement Class. If you exclude yourself from the Settlement Class – which also means to remove yourself from the Settlement Class, and is sometimes called “opting-out” of the Settlement Class – you won’t get any money or benefits from the Settlement. However, you may then be able to sue or continue to sue Defendants over Late Fees. If you exclude yourself, you will not be legally bound by the Court’s orders or judgments regarding the Settlement Class’s claims in this lawsuit.

### **16. How do I ask the Court to exclude me from the Class?**

To ask to be excluded from the Settlement Class, you must send a letter, postmarked by [DATE], to [ADDRESS], stating that you want to be excluded from the Settlement Class in the *Moulton v. United Dominion Realty, L.P.* Be sure to include your name, address and telephone number, and sign the letter.

### **17. How Can I Assert an Objection?**

If you are a member of the Settlement Class and you do not exclude yourself from it as described in this Notice, you may object to final approval of the Settlement, Class Counsel’s request for an award of attorney’s fees and expenses, and/or the proposed allocation of the net Settlement Fund. For such an objection to be considered by the Court, the objector must (a) file with the Court a notice of intention to appear at the Fairness Hearing, together with supporting papers, including a detailed statement of the specific objections made; (b) serve the notice of intention and supporting papers on Class Counsel and Defendants’ Counsel identified below postmarked on or before [DATE]; and (c) provide, with the notice of intention to appear, documentary evidence that the objector was assessed and paid a Late Fee to Defendants during the Settlement Class Period. No objection will be considered by the Court unless these requirements are met. If you filed a valid and timely objection through an attorney, your attorney may appear at the hearing to explain your objection.

#### **Class Counsel:**

L. Timothy Fisher  
Bursor & Fisher, P.A.  
1990 North California Blvd., Suite 940  
Walnut Creek, CA 94596  
Telephone: (925) 300-4455

Adrian Gucovschi  
Gucovschi Rozenshteyn, PLLC.  
140 Broadway, Suite 4667  
New York, NY 10005  
Telephone: (212) 884-4230

**Defendant's Counsel:**

Jeffrey M. Singletary  
Snell & Wilmer, LLP  
600 Anton Blvd., Suite 1400  
Costa Mesa, CA 92626-7689  
Telephone: (714) 427-7000

## **THE LAWYERS REPRESENTING YOU**

### **18. Is there a lawyer representing me in this case?**

The Court appointed the law firms of Bursor & Fisher, P.A., and Gucovschi Rozenshteyn, PLLC., to represent the Plaintiff and all Settlement Class Members in this case. Together the law firms are called "Class Counsel." More information about these law firms, their practices, and their lawyers' experience is available at [www.bursor.com](http://www.bursor.com), and [www.gr-firm.com](http://www.gr-firm.com).

### **19. Should I get my own lawyer?**

If you choose to remain in the Settlement Class, you do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you will be responsible for paying that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

### **20. Who is the lawyer representing the Defendants?**

Defendants are represented by Snell & Wilmer, LLP, 600 Anton Blvd., Suite 1400, Costa Mesa, CA 92626-7689.

## GETTING MORE INFORMATION

### 21. Are more details available?

For more information, visit the website, [\[WEBSITE\]](#), where you will find the First Amended Complaint, Defendants' Answer, the Settlement Agreement, the Court's Order Granting Preliminary Approval of the Settlement, and contact information for Class Counsel. You may also contact Class Counsel by writing to: *Moulton v. United Dominion Realty, L.P.*, [\[ADDRESS\]](#). Please do not contact the Court or Defendants regarding this Notice or the lawsuit itself.

By Order of the Honorable Joseph T. Ortiz, Judge of the Superior Court of California.



**EXHIBIT F**

1 **BURSOR & FISHER, P.A.**  
L. Timothy Fisher (State Bar No. 191626)  
2 1990 North California Blvd., Suite 940  
Walnut Creek, CA 94596  
3 Telephone: (925) 300-4455  
Facsimile: (925) 407-2700  
4 E-mail: ltfisher@bursor.com

5 **GUCOVSKI ROZENSHTEYN, PLLC.**  
Adrian Gucovski (*pro hac vice* forthcoming)  
6 630 Fifth Avenue, Suite 2000  
New York, NY 10111  
7 Telephone: (212) 884-4230  
8 Facsimile: (212) 884-4230  
E-mail: adrian@gr-firm.com

9 *Attorneys for Plaintiff*

10  
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF SAN BERNARDINO**

13 ANNE MOULTON, individually and on  
behalf of all other persons similarly situated,

14  
15 Plaintiff,

16 v.

17 UNITED DOMINION REALTY, L.P., UDR,  
INC.; and DOES 1-100, inclusive.

18  
19 Defendants.

Case No. CIV SB 2123480

**CASE DEEMED COMPLEX**

ASSIGNED FOR ALL PURPOSES TO  
JUDGE JOSEPH T. ORTIZ

**STIPULATION REGARDING  
UNDERTAKING RE: ATTORNEYS'  
FEES AND COSTS**

1 Plaintiff Anne Moulton (“Plaintiff”), and Defendants United Dominion Realty, L.P. and  
2 UDR, Inc. (“Defendants”) (with Plaintiff, the “Parties”), by and through and including their  
3 undersigned counsel, stipulate and agree as follows:

4 WHEREAS, Bursor & Fisher, P.A. (the “Firm”) desires to give an undertaking (the  
5 “Undertaking”) for repayment of its share of the award of attorney fees and costs, approved by  
6 the Court, and

7 WHEREAS, the Parties agree that this Undertaking is in the interests of all Parties and in  
8 service of judicial economy and efficiency.

9 NOW, THEREFORE, each of the undersigned counsel, on behalf of themselves as  
10 individuals and as agents for their law firm, hereby submit themselves and their respective law  
11 firms to the jurisdiction of the Court for the purpose of enforcing the provisions of this  
12 Undertaking.

13 Capitalized terms used herein without definition have the meanings given to them in the  
14 Settlement.

15 By receiving any payments pursuant to the Settlement, the Firm and its shareholders,  
16 members, and/or partners submit to the jurisdiction of the San Bernardino County Superior Court,  
17 for the enforcement of and any and all disputes relating to or arising out of the reimbursement  
18 obligation set forth herein and the Settlement.

19 In the event that the Order Granting Final Approval of Class Action Settlement or any  
20 part of it is vacated, overturned, reversed, or rendered void as a result of an appeal, or the  
21 Settlement is voided, rescinded, or otherwise terminated for any other reason, the Firm shall,  
22 within fourteen (14) days of such occurrence, repay to Defendants or Defendants’ insurers, based  
23 upon written instructions provided by Defendants’ Counsel, the full amount of the attorneys’ fees  
24 and costs paid to the Firm from the Settlement Fund, including any accrued interest.

25 In the event the attorneys’ fees and costs awarded by the Court or any part of them are  
26 vacated, modified, reversed, or rendered void as a result of an appeal, the Firm shall within  
27 fourteen (14) days of such occurrence, repay to Defendants or Defendants’ insurers, based upon  
28

1 written instructions provided by Defendants' Counsel, the attorneys' fees and costs and any other  
2 amounts paid to the Firm and/or the named plaintiff and/or Class Representative from the  
3 Settlement Fund in the amount vacated or modified, including any accrued interest.

4 This Undertaking and all obligations set forth herein shall expire upon finality of all direct  
5 appeals of the Order Granting Final Approval of Class Action Settlement.

6 In the event the Firm fails to repay to Defendants or Defendants' insurers any of  
7 attorneys' fees, costs, or any other amounts paid to the Firm and/or the named plaintiff and/or  
8 Class Representative that are owed to it pursuant to this Undertaking, the Court shall, upon  
9 application of Defendants, and notice to the Firm, summarily issue orders, including but not  
10 limited to judgments and attachment orders against each of the Firm, and may make appropriate  
11 findings for sanctions for contempt of court.

12 The undersigned stipulate, warrant, and represent that they have both actual and apparent  
13 authority to enter into this stipulation, agreement, and undertaking on behalf of the Firm.

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

17 The undersigned declare under penalty of perjury under the laws of the State of California  
18 that they have read and understand the foregoing and that it is true and correct.

19 IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

20 BURSOR & FISHER, P.A.

21  
22 Dated: \_\_\_\_\_

By: L. Timothy Fisher, on behalf of Bursor & Fisher,  
P.A. Attorneys for Plaintiff and Class Counsel

23 SNELL & WILMER

24  
25 Dated: \_\_\_\_\_

By: Jeffrey M. Singletary  
Attorneys for Defendants United Dominion Realty, L.P.  
and UDR, Inc.





[www.bursor.com](http://www.bursor.com)

701 BRICKELL AVENUE  
MIAMI, FL 33131

1330 AVENUE OF THE AMERICAS  
NEW YORK, NY 10019

1990 NORTH CALIFORNIA BLVD.  
WALNUT CREEK, CA 94596

## **FIRM RESUME**

With offices in Florida, New York, and California, BURSOR & FISHER lawyers have represented both plaintiffs and defendants in state and federal courts throughout the country.

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).

### **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.

### **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 Court for the Northern District of California, the United States District Court for the Eastern District of California, the United States District Court for the Central District of California, the United States District Court for the Southern District of California, the United States District Court for the Southern District of New York, the United States District Court for the Eastern District of New York, and the bars of the United States Courts of Appeals for the Second and Ninth Circuits.

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.

#### **PHILIP L. FRAIETTA**

Philip L. Fraietta is a Partner with Bursor & Fisher, P.A. Phil focuses his practice on data privacy, complex business litigation, consumer class actions, and employment law disputes. Phil has been named a "Rising Star" in the New York Metro Area by Super Lawyers<sup>®</sup> 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:**

*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.

*Bergeron v. Rochester Institute of Technology*, 2020 WL 7486682 (W.D.N.Y. Dec. 18, 2020), denying university's motion to dismiss for failure to refund tuition and fees for the Spring 2020 semester in light of the COVID-19 pandemic.

*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:**

*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.

*Taylor v. Trusted Media Brands, Inc.*, Case No. 16-cv-01812-KMK (S.D.N.Y. 2018) – final approval granted for \$8.225 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

*Moeller v. American Media, Inc.*, Case No. 16-cv-11367-JEL (E.D. Mich. 2017) – final approval granted for \$7.6 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

*Rocchio v. Rutgers, The State University of New Jersey*, Case No. MID-L-003039-20 (Sup. Ct. Middlesex Cnty. 2022) – final approval granted for \$5 million class settlement to resolve claims for failure to refund mandatory fees for the Spring 2020 semester in light of the COVID-19 pandemic.

*Heigl v. Waste Management of New York, LLC*, Case No. 19-cv-05487-WFK-ST (E.D.N.Y. 2021) – final approval granted for \$2.7 million class settlement to resolve claims for charging allegedly unlawful fees pertaining to paper billing.

*Frederick v. Examsoft Worldwide, Inc.*, Case No. 2021L001116 (Cir. Ct. DuPage Cnty. 2022) – final approval granted for \$2.25 million class settlement to resolve claims for alleged BIPA violations.

### **ALEC M. LESLIE**

Alec Leslie is a Partner with Bursor & Fisher, P.A. He focuses his practice on consumer class actions, employment law disputes, and complex business litigation.

Alec is admitted to the State Bar of New York and is a member of the bar of the United States District Courts for the Southern and Eastern Districts of New York. 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 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 an Associate 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.

### **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.

### **MAX S. ROBERTS**

Max Roberts is an Associate 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 and is now Co-Chair of the firm's Appellate Practice Group.

In 2023, Max was 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 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](#).

*Shah v. Fandom, Inc.*, --- F. Supp. 3d ---, 2024 WL 4539577 (N.D. Cal. Oct. 21, 2024), denying motion to dismiss alleged violations of California pen register statute.

*Yockey v. Salesforce, Inc.*, --- F. Supp. 3d ---, 2024 WL 3875785 (N.D. Cal. Aug. 16, 2024), denying motion dismiss alleged violations of California and Pennsylvania wiretapping statutes.

*Gladstone v. Amazon Web Services, Inc.*, --- F. Supp. 3d ---, 2024 WL 3276490 (W.D. Wash. July 2, 2024), denying motion to dismiss alleged violations of California wiretapping statute.

*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
- Southern District of New York
- Eastern District of New York
- Northern District of New York
- Northern District of Illinois
- Central District of Illinois
- Eastern District of Michigan
- District of Colorado
- Third Circuit Court of Appeals
- Seventh Circuit Court of Appeals
- Ninth Circuit Court of Appeals

**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 privacy violations, illegal gambling, 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 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 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.

**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.

### **EMILY HORNE**

Emily Horne is an Associate with Bursor & Fisher, P.A. Emily focuses her practice on complex civil litigation and consumer class actions. Emily was a Summer Associate with Bursor & Fisher prior to joining the firm.

Emily is admitted to the State Bar of California.

Emily received her Juris Doctor from the University of California, Hastings College of the Law in 2022 (now UC, Law SF). During law school, Emily served as Editor-in-Chief for the UC Hastings Communications and Entertainment Law Journal, and she competed on the Moot Court team. Emily also served as a judicial extern in the Northern District of California and as a Teaching Assistant for Legal Writing & Research. In 2015, Emily graduated from Scripps College with a B.A. in Sociology.

### **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.

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 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.

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 Bar 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 Kiyoo 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.

### **RYAN B. MARTIN**

Ryan Martin is an Associate with Bursor & Fisher, P.A. Ryan focuses his practice on complex civil litigation and consumer class actions. He was a Summer Associate and part-time law clerk with Bursor & Fisher prior to joining the firm as a full time Associate in August 2024.

Ryan is admitted to the State Bar of California. He earned his Juris Doctor from the University of California College of the Law, San Francisco (formerly U.C. Hastings), graduating *Cum Laude* with a Concentration in Environmental Law and as a member of the Honors Society. While there, he was a Senior Production Editor of the *U.C. Law Journal*, was President of the Hastings Environmental Law Association, and was a Torts Teaching Fellow.

Prior to law school, Ryan graduated from the W.A. Franke College of Business at Northern Arizona University with a Bachelors of Science in Hotel and Restaurant Management and a minor in Business. Ryan also studied Sustainable Business and Hotel Management at the Internationale Hochschule of Applied Sciences in Bad Honnef Germany and is a certified yoga instructor.



**Moulton v. United Dominion Realty, L.P., et al. Lodestar through 2/13/2025**

<b>ATTORNEY</b>	<b>INITIALS</b>	<b>HOURS</b>	<b>RATE</b>	<b>TOTAL</b>
L. Timothy Fisher (1997) (Partner)	LTF	187.4	\$1,250.00	\$234,250.00
Joseph I. Marchese (2002) (Partner)	JIM	69.2	\$1,200.00	\$83,040.00
Victoria Sheehy (2003) (Senior Staff Attorney)	VAS	30.2	\$900.00	\$27,180.00
Jenna L. Gavenman (2022) (Staff Attorney)	JLG	22.8	\$525.00	\$11,970.00
Debbie L. Schroeder (Senior Litigation Support Specialist)	DLS	47.8	\$400.00	\$19,120.00
Rebecca S. Richter (Senior Litigation Support Specialist)	RSR	0.4	\$400.00	\$160.00
Molly C. Sasseen (Senior Litigation Support Specialist)	MCS	1.5	\$400.00	\$600.00
Steven E. Riley (Senior Litigation Support Specialist)	SER	0.7	\$400.00	\$280.00
Judy Fontanilla (Senior Litigation Support Specialist)	JMF	28.4	\$400.00	\$11,360.00
Alex Riggsby (Litigation Support Specialist)	AJR	2.5	\$350.00	\$875.00
Ilana Aides-Klok (Law Clerk)	IAK	14.9	\$325.00	\$4,842.50
Reet K. Atwal (Litigation Support Specialist)	RKA	8.3	\$300.00	\$2,490.00
		414.1		\$396,167.50
			Expenses:	\$27,804.47
			<b>Total:</b>	<b>\$423,971.97</b>

Date	Matter	M No.	Initials	Description	Time	Rate	Total
7/6/2021	United Dominion Realty Late Fees	1022	LTF	Discussed status of campaign with Steven Riley and Reviewed websites of potential targets.	0.20	\$1,250.00	\$250.00
7/12/2021	United Dominion Realty Late Fees	1022	LTF	Research regarding potential defendant and Reviewed client documents and exchanged messages with Steven Riley regarding same.	0.40	\$1,250.00	\$500.00
7/12/2021	United Dominion Realty Late Fees	1022	SER	Spoke with client (.3) and opened and shared new matter (.2).	0.50	\$400.00	\$200.00
7/13/2021	United Dominion Realty Late Fees	1022	LTF	Discussed complaint with Ilana Aides-Klok and sent her some materials.	0.40	\$1,250.00	\$500.00
7/13/2021	United Dominion Realty Late Fees	1022	IAK	Meeting with LTF (0.2).	0.20	\$325.00	\$65.00
7/14/2021	United Dominion Realty Late Fees	1022	IAK	Read Zipcar files (2.5).	2.50	\$325.00	\$812.50
7/14/2021	United Dominion Realty Late Fees	1022	SER	Followed up with client re late fee payment docs.	0.10	\$400.00	\$40.00
7/16/2021	United Dominion Realty Late Fees	1022	IAK	Drafted complaint; reviewed Order denying MTD.	3.90	\$325.00	\$1,267.50
7/19/2021	United Dominion Realty Late Fees	1022	LTF	Discussed complaint with Ilana Aides-Klok and Debbie Schroeder.	0.40	\$1,250.00	\$500.00
7/19/2021	United Dominion Realty Late Fees	1022	IAK	Researched & edted complaint (2.4); meeting w/ LTF & DS (0.2).	2.60	\$325.00	\$845.00
7/20/2021	United Dominion Realty Late Fees	1022	IAK	Formated & edited/proofread complaint.	3.40	\$325.00	\$1,105.00
7/21/2021	United Dominion Realty Late Fees	1022	LTF	Reviewed and redline complaint and exchanged emails with Ilana Aides-Klok regarding same.	1.80	\$1,250.00	\$2,250.00
7/21/2021	United Dominion Realty Late Fees	1022	IAK	Formatting & editing/proofread complaint.	2.30	\$325.00	\$747.50
7/23/2021	United Dominion Realty Late Fees	1022	LTF	Reviewed updated complaint and sent it to Joe Marchese.	0.40	\$1,250.00	\$500.00
7/26/2021	United Dominion Realty Late Fees	1022	LTF	Reviewed updated complaint and edits from Joe Marchese and sent complaint to Steven Riley for client approval and exchanged emails with co-counsel.	0.40	\$1,250.00	\$500.00
7/26/2021	United Dominion Realty Late Fees	1022	JIM	Reviewed and commented on draft complaint and conferred with internal team about my suggestions.	0.80	\$1,200.00	\$960.00
7/30/2021	United Dominion Realty Late Fees	1022	SER	Followed up with client re draft complaint.	0.10	\$400.00	\$40.00
8/3/2021	United Dominion Realty Late Fees	1022	LTF	Email exchange with Steven Riley regarding filing of complaint and client approval.	0.10	\$1,250.00	\$125.00
8/9/2021	United Dominion Realty Late Fees	1022	LTF	Discussed complaint with Debbie Schroeder.	0.30	\$1,250.00	\$375.00
8/10/2021	United Dominion Realty Late Fees	1022	LTF	Worked on draft complaint and drafted demand letter and discussed same with Debbie Schroeder.	1.60	\$1,250.00	\$2,000.00
8/10/2021	United Dominion Realty Late Fees	1022	DLS	Reviewed rules on website; drafted CLRA declaration; prepared all case initiating documents for complaint; emailed to LTF.	3.00	\$400.00	\$1,200.00
8/11/2021	United Dominion Realty Late Fees	1022	LTF	Reviewed and approved complaint for filing and discussed it with Debbie Schroeder.	1.10	\$1,250.00	\$1,375.00
8/11/2021	United Dominion Realty Late Fees	1022	DLS	Made final edits; added signature and sent to First Legal for filing.	0.90	\$400.00	\$360.00
8/11/2021	United Dominion Realty Late Fees	1022	JMF	Mailed demand letter.	0.20	\$400.00	\$80.00
8/12/2021	United Dominion Realty Late Fees	1022	LTF	Discussed filing of complaint with Debbie Schroeder.	0.20	\$1,250.00	\$250.00
8/12/2021	United Dominion Realty Late Fees	1022	DLS	Made edits to civil cover sheet; prepared assignment form and emailed to First Legal.	0.70	\$400.00	\$280.00
8/27/2021	United Dominion Realty Late Fees	1022	DLS	Reviewed docket for complaint.	0.40	\$400.00	\$160.00
9/8/2021	United Dominion Realty Late Fees	1022	JMF	Checked docket, saved court filings, and mailed check for filing fees.	0.40	\$400.00	\$160.00
9/9/2021	United Dominion Realty Late Fees	1022	JMF	Saved court documents.	0.50	\$400.00	\$200.00
9/10/2021	United Dominion Realty Late Fees	1022	LTF	Email exchange with defendant's counsel regarding demand letter.	0.20	\$1,250.00	\$250.00
9/13/2021	United Dominion Realty Late Fees	1022	LTF	Email exchange with defendant's counsel regarding call to discuss next steps.	0.20	\$1,250.00	\$250.00
9/17/2021	United Dominion Realty Late Fees	1022	JMF	Scanned court filings, emailed to attys, and saved to box.	0.40	\$400.00	\$160.00
9/20/2021	United Dominion Realty Late Fees	1022	LTF	Sent email to opposing counsel with complaint.	0.20	\$1,250.00	\$250.00
9/20/2021	United Dominion Realty Late Fees	1022	JMF	Served complaint.	0.80	\$400.00	\$320.00
9/21/2021	United Dominion Realty Late Fees	1022	LTF	Email exchange with opposing counsel regarding cancellation of phone call.	0.20	\$1,250.00	\$250.00
9/21/2021	United Dominion Realty Late Fees	1022	JMF	Updated attys re service of complaint.	0.20	\$400.00	\$80.00
9/23/2021	United Dominion Realty Late Fees	1022	JMF	Emailed proof of service of complaint to DLS and MCS for filing.	0.10	\$400.00	\$40.00



Date	Matter	M No.	Initials	Description	Time	Rate	Total
10/26/2021	United Dominion Realty Late Fees	1022	LTF	Reviewed complex litigation orders and discussed response to complaint with Debbie Schroeder.	0.50	\$1,250.00	\$625.00
10/26/2021	United Dominion Realty Late Fees	1022	DLS	Reviewed rules/prepared fax file sheet and filed proof of service of complaint by fax.	2.50	\$400.00	\$1,000.00
10/26/2021	United Dominion Realty Late Fees	1022	JMF	Checked docket and discussed proof of service with DLS.	0.50	\$400.00	\$200.00
10/27/2021	United Dominion Realty Late Fees	1022	DLS	Reviewed jury deposit letter and prepared check.	0.70	\$400.00	\$280.00
10/27/2021	United Dominion Realty Late Fees	1022	JMF	Prepared jury deposit letter.	0.50	\$400.00	\$200.00
11/2/2021	United Dominion Realty Late Fees	1022	LTF	Drafted joint case management report and sent it co-counsel.	3.20	\$1,250.00	\$4,000.00
11/2/2021	United Dominion Realty Late Fees	1022	DLS	Prepared draft CMC statement template.	2.50	\$400.00	\$1,000.00
11/3/2021	United Dominion Realty Late Fees	1022	LTF	Reviewed emails from Joe Marchese and Adrian Gucovschi and Reviewed report and sent it to defendant's counsel.	0.20	\$1,250.00	\$250.00
11/5/2021	United Dominion Realty Late Fees	1022	LTF	Email exchange with opposing counsel.	0.10	\$1,250.00	\$125.00
11/10/2021	United Dominion Realty Late Fees	1022	LTF	Call with defendant's counsel (.1); email exchange with defendant's counsel and co-counsel (.4); research regarding UDR entities and drafted email response to defendant's counsel (1.2).	1.70	\$1,250.00	\$2,125.00
11/10/2021	United Dominion Realty Late Fees	1022	DLS	Reviewed Court website; called First Legal re filing.	1.00	\$400.00	\$400.00
11/11/2021	United Dominion Realty Late Fees	1022	LTF	Revised CMC statement and exchanged emails with co-counsel and opposing counsel regarding same.	1.20	\$1,250.00	\$1,500.00
11/12/2021	United Dominion Realty Late Fees	1022	LTF	Reviewed final CMC statement and arranged for it to be filed and served and exchanged emails with defendant's counsel regarding same.	0.80	\$1,250.00	\$1,000.00
11/12/2021	United Dominion Realty Late Fees	1022	MCS	Drafted proof of service for CMC statement, finalized, filed through FirstLegal, served via email.	1.50	\$400.00	\$600.00
11/19/2021	United Dominion Realty Late Fees	1022	DLS	Scheduled CourtCall.	0.40	\$400.00	\$160.00
11/21/2021	United Dominion Realty Late Fees	1022	LTF	Prepared for CMC.	0.60	\$1,250.00	\$750.00
11/22/2021	United Dominion Realty Late Fees	1022	LTF	Attended CMC and exchanged emails with Adrian Gucovschi and Joe Marchese regarding same.	1.40	\$1,250.00	\$1,750.00
1/13/2022	United Dominion Realty Late Fees	1022	LTF	Reviewed demurrer, saved it to Box and sent it to Joe Marchese.	0.90	\$1,250.00	\$1,125.00
1/14/2022	United Dominion Realty Late Fees	1022	LTF	Reviewed email from co-counsel and sent message to Joe Marchese regarding same.	0.20	\$1,250.00	\$250.00
1/15/2022	United Dominion Realty Late Fees	1022	LTF	Email exchange with co-counsel regarding opposition to demurrer.	0.10	\$1,250.00	\$125.00
1/16/2022	United Dominion Realty Late Fees	1022	LTF	Email exchange with Joe Marchese regarding opposition to demurrer.	0.10	\$1,250.00	\$125.00
1/17/2022	United Dominion Realty Late Fees	1022	LTF	Email exchange with Josh Glatt regarding demurrer opposition and Reviewed Mr. Glatt's memo.	0.40	\$1,250.00	\$500.00
1/19/2022	United Dominion Realty Late Fees	1022	LTF	Redlined MTD opp.	1.10	\$1,250.00	\$1,375.00
1/20/2022	United Dominion Realty Late Fees	1022	LTF	Finished Reviewed opposition to demurrer and sent an email to co-counsel regarding same.	1.10	\$1,250.00	\$1,375.00
1/21/2022	United Dominion Realty Late Fees	1022	JIM	Reviewed and analyzed demurrer, and reviewed draft opposition and L. Fisher's redlines to same.	1.50	\$1,200.00	\$1,800.00
1/25/2022	United Dominion Realty Late Fees	1022	LTF	Reviewed and revised opposition to demurrer and exchanged messages with co-counsel regarding same and discussed filing of opposition and RJN with Debbie Schroeder.	1.60	\$1,250.00	\$2,000.00
1/25/2022	United Dominion Realty Late Fees	1022	JIM	Reviewed and commented on revised draft demurrer opposition.	1.80	\$1,200.00	\$2,160.00
1/25/2022	United Dominion Realty Late Fees	1022	DLS	Looked into filing document with the Court.	0.80	\$400.00	\$320.00
1/25/2022	United Dominion Realty Late Fees	1022	DLS	Reviewed documents and prepared proof of service.	0.60	\$400.00	\$240.00
1/26/2022	United Dominion Realty Late Fees	1022	LTF	Reviewed opposition to demurrer, discussed it with Jenna Gavenman and Debbie Schroeder and arranged for documents to be finalized and prepared for filing.	0.80	\$1,250.00	\$1,000.00
1/26/2022	United Dominion Realty Late Fees	1022	JLG	Cite checked and proofed doc for LTF.	1.10	\$525.00	\$577.50
1/26/2022	United Dominion Realty Late Fees	1022	DLS	Prepared TOA/TOC.	1.00	\$400.00	\$400.00

Date	Matter	M No.	Initials	Description	Time	Rate	Total
1/27/2022	United Dominion Realty Late Fees	1022	LTF	Arranged for brief and RJN to be finalized and filed, Reviewed final brief and RJN and discussed filing and service with Debbie Schroeder.	0.90	\$1,250.00	\$1,125.00
2/2/2022	United Dominion Realty Late Fees	1022	LTF	Email exchange with co-counsel regarding hearing on motion and briefly Reviewed reply brief.	0.20	\$1,250.00	\$250.00
2/3/2022	United Dominion Realty Late Fees	1022	LTF	Email exchange with co-counsel and defendant's counsel and saved reply brief to Box and arranged for CourtCall appearance at demurrer hearing.	0.60	\$1,250.00	\$750.00
2/3/2022	United Dominion Realty Late Fees	1022	DLS	Call with LTF re hearing; scheduled CourtCall; prepared proof of service and served.	0.90	\$400.00	\$360.00
2/4/2022	United Dominion Realty Late Fees	1022	LTF	Call with defendant's counsel and co-counsel and prepared for both calls.	0.50	\$1,250.00	\$625.00
2/7/2022	United Dominion Realty Late Fees	1022	LTF	Discussed hearing books with Judy Fontanilla and Debbie Schroeder and began preparing for hearing.	1.30	\$1,250.00	\$1,625.00
2/7/2022	United Dominion Realty Late Fees	1022	JMF	Prepared books.	0.50	\$400.00	\$200.00
2/7/2022	United Dominion Realty Late Fees	1022	AJR	Printed and bounded book for LTF.	1.00	\$350.00	\$350.00
2/8/2022	United Dominion Realty Late Fees	1022	LTF	Prepared for demurrer hearing.	6.30	\$1,250.00	\$7,875.00
2/9/2022	United Dominion Realty Late Fees	1022	LTF	Prepared for and attended hearing on demurrer, sent email to co-counsel following hearing and prepared order and sent it to defendant's counsel and discussed same with Debbie Schroeder.	3.10	\$1,250.00	\$3,875.00
2/9/2022	United Dominion Realty Late Fees	1022	DLS	Reviewed docket and court website; finalized proposed order.	1.20	\$400.00	\$480.00
2/10/2022	United Dominion Realty Late Fees	1022	LTF	Dealt with proposed order, discussed it with Debbie Schroeder and exchanged emails with opposing counsel.	0.30	\$1,250.00	\$375.00
2/10/2022	United Dominion Realty Late Fees	1022	DLS	Made edits and prepared proof of service to proposed order and emailed to First Legal.	1.10	\$400.00	\$440.00
2/23/2022	United Dominion Realty Late Fees	1022	LTF	Sent email to Debbie Schroeder regarding order on demurrer.	0.10	\$1,250.00	\$125.00
2/23/2022	United Dominion Realty Late Fees	1022	DLS	Checked court website for order.	0.60	\$400.00	\$240.00
2/24/2022	United Dominion Realty Late Fees	1022	DLS	Checked court website for order.	0.20	\$400.00	\$80.00
3/8/2022	United Dominion Realty Late Fees	1022	LTF	Email exchange with co-counsel regarding next steps.	0.10	\$1,250.00	\$125.00
3/9/2022	United Dominion Realty Late Fees	1022	LTF	Email exchange with co-counsel regarding next steps.	0.20	\$1,250.00	\$250.00
3/15/2022	United Dominion Realty Late Fees	1022	LTF	Call with co-counsel regarding case strategy.	0.40	\$1,250.00	\$500.00
3/16/2022	United Dominion Realty Late Fees	1022	LTF	Reviewed docket and sent email to defendant's counsel and discussed entry of order with Debbie Schroeder.	0.70	\$1,250.00	\$875.00
3/16/2022	United Dominion Realty Late Fees	1022	DLS	Checked docket; call with LTF re proposed order.	0.90	\$400.00	\$360.00
3/17/2022	United Dominion Realty Late Fees	1022	LTF	Scheduled call with defendant's counsel.	0.10	\$1,250.00	\$125.00
3/18/2022	United Dominion Realty Late Fees	1022	DLS	Called Clerk, on hold for 1 hour; called First Legal.	1.30	\$400.00	\$520.00
3/22/2022	United Dominion Realty Late Fees	1022	LTF	Call with opposing counsel and Reviewed answer.	0.30	\$1,250.00	\$375.00
3/23/2022	United Dominion Realty Late Fees	1022	LTF	Email exchange with co-counsel regarding amended complaint and possible mediation.	0.20	\$1,250.00	\$250.00
3/24/2022	United Dominion Realty Late Fees	1022	LTF	Reviewed draft amended complaint and exchanged emails with co-counsel regarding same.	0.30	\$1,250.00	\$375.00
3/25/2022	United Dominion Realty Late Fees	1022	DLS	Scheduled CourtCall and served notice by email.	0.70	\$400.00	\$280.00
4/11/2022	United Dominion Realty Late Fees	1022	LTF	Prepared for CMC and Reviewed CMC statement, case docket, demurrer order and court calendar.	1.10	\$1,250.00	\$1,375.00
4/11/2022	United Dominion Realty Late Fees	1022	DLS	Checked docket.	0.20	\$400.00	\$80.00
4/12/2022	United Dominion Realty Late Fees	1022	LTF	Prepared for and participated in CMC (1.3); worked on amended complaint (.6).	1.90	\$1,250.00	\$2,375.00
4/15/2022	United Dominion Realty Late Fees	1022	LTF	Reviewed amended complaint and sent it to defendant's counsel.	0.40	\$1,250.00	\$500.00
4/25/2022	United Dominion Realty Late Fees	1022	LTF	Email exchange with defendant's counsel regarding amended complaint.	0.20	\$1,250.00	\$250.00
4/28/2022	United Dominion Realty Late Fees	1022	DLS	Reviewed stipulation and proposed order.	0.30	\$400.00	\$120.00
5/3/2022	United Dominion Realty Late Fees	1022	LTF	Drafted first set of RFPs and exchanged emails with co-counsel and Debbie Schroeder regarding same.	0.90	\$1,250.00	\$1,125.00

Date	Matter	M No.	Initials	Description	Time	Rate	Total
5/3/2022	United Dominion Realty Late Fees	1022	DLS	Reviewed draft requests.	0.20	\$400.00	\$80.00
5/11/2022	United Dominion Realty Late Fees	1022	LTF	Sent email to defendant's counsel regarding amended complaint stipulation.	0.10	\$1,250.00	\$125.00
5/12/2022	United Dominion Realty Late Fees	1022	LTF	Email exchange with opposing counsel, updated amended complaint stipulation and discussed same with Debbie Schroeder via email.	0.60	\$1,250.00	\$750.00
5/13/2022	United Dominion Realty Late Fees	1022	LTF	Arranged for filing of stipulation.	0.10	\$1,250.00	\$125.00
5/13/2022	United Dominion Realty Late Fees	1022	DLS	Prepared proof of service, finalized stipulation and proposed order; emailed to First Legal for filing; served.	1.00	\$400.00	\$400.00
6/1/2022	United Dominion Realty Late Fees	1022	LTF	Reviewed and finalized discovery responses and discussed same with Debbie Schroeder and discussed whether stipulation had been signed yet.	0.40	\$1,250.00	\$500.00
6/1/2022	United Dominion Realty Late Fees	1022	DLS	Checked docket for signed proposed order.	0.20	\$400.00	\$80.00
6/1/2022	United Dominion Realty Late Fees	1022	DLS	Added proof of service and served.	0.50	\$400.00	\$200.00
6/1/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket for order.	0.20	\$400.00	\$80.00
7/1/2022	United Dominion Realty Late Fees	1022	LTF	Email exchange with defendant's counsel and call with Debbie Schroeder regarding status of order on amended complaint.	0.30	\$1,250.00	\$375.00
7/1/2022	United Dominion Realty Late Fees	1022	DLS	Checked docket for FAC order.	0.30	\$400.00	\$120.00
7/5/2022	United Dominion Realty Late Fees	1022	LTF	Email exchange with defendants' counsel regarding amended complaint and discussed same with Debbie Schroeder and Reviewed amended complaint prior to filing.	0.70	\$1,250.00	\$875.00
7/5/2022	United Dominion Realty Late Fees	1022	DLS	Set up account to download documents; sent amended complaint to First Legal for filing; served.	1.60	\$400.00	\$640.00
7/6/2022	United Dominion Realty Late Fees	1022	DLS	Prepared summons and sent out for filing.	0.90	\$400.00	\$360.00
7/8/2022	United Dominion Realty Late Fees	1022	JIM	Reviewed and analyzed settlement correspondence, and emailed L. Fisher and co-counsel about same.	0.30	\$1,200.00	\$360.00
7/11/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket for order.	0.10	\$400.00	\$40.00
7/12/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket.	0.10	\$400.00	\$40.00
7/13/2022	United Dominion Realty Late Fees	1022	LTF	Sent email to defendant's counsel regarding service of UDR and.	0.20	\$1,250.00	\$250.00
7/13/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket.	0.20	\$400.00	\$80.00
7/14/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket for orders.	0.20	\$400.00	\$80.00
7/18/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket for orders.	0.20	\$400.00	\$80.00
7/19/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket.	0.10	\$400.00	\$40.00
7/20/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket.	0.10	\$400.00	\$40.00
7/21/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket, saved filed FAC.	0.20	\$400.00	\$80.00
7/25/2022	United Dominion Realty Late Fees	1022	LTF	Email exchange with defendant's counsel regarding service and discussed issuance of summons with Debbie Schroeder.	0.40	\$1,250.00	\$500.00
7/25/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket for orders (.1); discussed issued summons issue with DLS and emailed FirstLegal re same (.3).	0.40	\$400.00	\$160.00
7/28/2022	United Dominion Realty Late Fees	1022	LTF	Email exchange with opposing counsel regarding extension of deadline to respond to discovery.	0.10	\$1,250.00	\$125.00
7/29/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket for orders.	0.10	\$400.00	\$40.00
8/1/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket.	0.10	\$400.00	\$40.00
8/2/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket.	0.10	\$400.00	\$40.00
8/4/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket for summons.	0.10	\$400.00	\$40.00
8/5/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket for orders.	0.10	\$400.00	\$40.00
8/8/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket for orders.	0.10	\$400.00	\$40.00
8/9/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket for summons.	0.10	\$400.00	\$40.00

Date	Matter	M No.	Initials	Description	Time	Rate	Total
8/10/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket for summons.	0.10	\$400.00	\$40.00
8/12/2022	United Dominion Realty Late Fees	1022	LTF	Reviewed order re-scheduling CMC, updated calendar, served order and exchanged emails with team regarding same.	0.30	\$1,250.00	\$375.00
8/12/2022	United Dominion Realty Late Fees	1022	DLS	Assisted Judy with summons.	0.20	\$400.00	\$80.00
8/12/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket and emailed order to attys (.4), emailed LTF and DLS re summons (.2); emailed FirstLegal re Summons issue and refiling, prepared new summons (1).	1.60	\$400.00	\$640.00
8/15/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket for summons.	0.20	\$400.00	\$80.00
8/19/2022	United Dominion Realty Late Fees	1022	LTF	Sent email to defendant's counsel with summons and amended complaint and discussed same with staff.	0.40	\$1,250.00	\$500.00
8/19/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket and saved new documents.	0.30	\$400.00	\$120.00
8/22/2022	United Dominion Realty Late Fees	1022	LTF	Discussed scheduling order with Judy Fontanilla.	0.10	\$1,250.00	\$125.00
8/22/2022	United Dominion Realty Late Fees	1022	JMF	Saved Clerk's notice re CMC and conf. with LTF.	0.10	\$400.00	\$40.00
8/24/2022	United Dominion Realty Late Fees	1022	LTF	Email exchange with opposing counsel and calendared response date.	0.20	\$1,250.00	\$250.00
9/1/2022	United Dominion Realty Late Fees	1022	LTF	Email exchange with opposing counsel regarding discovery deadline.	0.10	\$1,250.00	\$125.00
9/1/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket for orders.	0.10	\$400.00	\$40.00
9/12/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket for orders.	0.10	\$400.00	\$40.00
9/15/2022	United Dominion Realty Late Fees	1022	LTF	Call and email exchange with defendant's counsel regarding deadline for discovery responses, updated calendar and sent email to the team regarding same.	0.30	\$1,250.00	\$375.00
9/16/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket for orders.	0.10	\$400.00	\$40.00
9/19/2022	United Dominion Realty Late Fees	1022	LTF	Reviewed answer and sent it to Joe Marchese and Debbie Schroeder.	0.30	\$1,250.00	\$375.00
9/23/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket for orders.	0.10	\$400.00	\$40.00
9/26/2022	United Dominion Realty Late Fees	1022	LTF	Reviewed RFP responses, saved them to Box and calendared motion to compel deadline.	0.20	\$1,250.00	\$250.00
9/30/2022	United Dominion Realty Late Fees	1022	LTF	Drafted updated CMC statement and exchanged emails with defendants' counsel and Debbie Schroeder regarding same.	1.00	\$1,250.00	\$1,250.00
9/30/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket for orders.	0.10	\$400.00	\$40.00
10/3/2022	United Dominion Realty Late Fees	1022	LTF	Arranged for filing and service of CMC statement.	0.20	\$1,250.00	\$250.00
10/3/2022	United Dominion Realty Late Fees	1022	DLS	Added proof of service; finalized and sent to First Legal for filing; served.	1.00	\$400.00	\$400.00
10/5/2022	United Dominion Realty Late Fees	1022	LTF	Discussed case status with Joe Marchese.	0.20	\$1,250.00	\$250.00
10/5/2022	United Dominion Realty Late Fees	1022	JIM	Telephone call with L. Fisher to discuss case status and next steps in litigation.	0.30	\$1,200.00	\$360.00
10/7/2022	United Dominion Realty Late Fees	1022	LTF	Dealt with continuance of CMC.	0.20	\$1,250.00	\$250.00
10/7/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket and saved new documents.	0.30	\$400.00	\$120.00
10/13/2022	United Dominion Realty Late Fees	1022	LTF	Reviewed discovery responses and sent email to defendants' counsel regarding date for document production.	0.60	\$1,250.00	\$750.00
10/14/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket for orders.	0.10	\$400.00	\$40.00
10/20/2022	United Dominion Realty Late Fees	1022	LTF	Scheduled CourtCall appearance for CMC on 10/27.	0.10	\$1,250.00	\$125.00
10/20/2022	United Dominion Realty Late Fees	1022	DLS	Scheduled CourtCall for LTF.	0.40	\$400.00	\$160.00
10/21/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket and saved new documents.	0.20	\$400.00	\$80.00
10/24/2022	United Dominion Realty Late Fees	1022	LTF	Reviewed protective order and exchanged emails with Joe Marchese regarding same.	0.40	\$1,250.00	\$500.00
10/24/2022	United Dominion Realty Late Fees	1022	JIM	Reviewed and commented on draft protective order from defendant.	0.30	\$1,200.00	\$360.00
10/25/2022	United Dominion Realty Late Fees	1022	LTF	Email exchange with team and defendant's counsel regarding protective order.	0.20	\$1,250.00	\$250.00
10/25/2022	United Dominion Realty Late Fees	1022	JMF	Checked status of CMC hearing.	0.10	\$400.00	\$40.00
10/26/2022	United Dominion Realty Late Fees	1022	LTF	Prepared for CMC.	0.50	\$1,250.00	\$625.00
10/26/2022	United Dominion Realty Late Fees	1022	JMF	Checked status of CMC hearing.	0.10	\$400.00	\$40.00

Date	Matter	M No.	Initials	Description	Time	Rate	Total
10/27/2022	United Dominion Realty Late Fees	1022	LTF	Attended CMC, updated calendar, exchanged emails with team (.6); Reviewed document production, saved it to Box and exchanged emails with team (.5).	1.10	\$1,250.00	\$1,375.00
10/28/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket and emailed order to attys.	0.30	\$400.00	\$120.00
11/3/2022	United Dominion Realty Late Fees	1022	LTF	Reviewed discovery responses and first production and exchanged emails with defendant's counsel regarding same and updated calendar.	0.40	\$1,250.00	\$500.00
11/4/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket and saved new documents.	0.30	\$400.00	\$120.00
11/10/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket for orders.	0.10	\$400.00	\$40.00
11/15/2022	United Dominion Realty Late Fees	1022	LTF	Drafted updated CMC statement.	0.60	\$1,250.00	\$750.00
11/16/2022	United Dominion Realty Late Fees	1022	LTF	Reviewed defendant's form CMC and exchanged emails with team regarding CMC statement.	0.30	\$1,250.00	\$375.00
11/17/2022	United Dominion Realty Late Fees	1022	LTF	Revised CMC statement, arranged for it to be filed and exchanged emails with defendant's counsel.	0.60	\$1,250.00	\$750.00
11/18/2022	United Dominion Realty Late Fees	1022	LTF	Finalized updated CMC statement and arranged for it to be filed and served.	0.30	\$1,250.00	\$375.00
11/18/2022	United Dominion Realty Late Fees	1022	DLS	Updated and added proof of service; sent for filing and served.	1.00	\$400.00	\$400.00
11/18/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket and saved new documents.	0.30	\$400.00	\$120.00
11/21/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket for orders.	0.10	\$400.00	\$40.00
11/22/2022	United Dominion Realty Late Fees	1022	LTF	Call with Adrian Gucovschi regarding settlement.	0.10	\$1,250.00	\$125.00
11/23/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket and saved new documents.	0.30	\$400.00	\$120.00
11/29/2022	United Dominion Realty Late Fees	1022	LTF	Reviewed court calendar and arranged for CourtCall appearance for next CMC.	0.30	\$1,250.00	\$375.00
11/29/2022	United Dominion Realty Late Fees	1022	DLS	Scheduled CourtCall for LTF.	0.90	\$400.00	\$360.00
11/30/2022	United Dominion Realty Late Fees	1022	LTF	Prepared for CMC.	0.30	\$1,250.00	\$375.00
12/1/2022	United Dominion Realty Late Fees	1022	LTF	Prepared for and attended CMC, updated calendar, drafted notice of next deadline for CMC and arranged for its filing and service and updated team regarding upcoming deadlines.	0.90	\$1,250.00	\$1,125.00
12/1/2022	United Dominion Realty Late Fees	1022	JIM	Reviewed email from L. Fisher about defendant's interest in mediation and about potential mediator options; responded to same.	0.30	\$1,200.00	\$360.00
12/2/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket and fwded order to attys.	0.30	\$400.00	\$120.00
12/6/2022	United Dominion Realty Late Fees	1022	LTF	Email exchange with opposing counsel regarding motion to compel deadline.	0.10	\$1,250.00	\$125.00
12/12/2022	United Dominion Realty Late Fees	1022	LTF	Sent email to defendant's counsel regarding document production.	0.10	\$1,250.00	\$125.00
12/12/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket for orders.	0.10	\$400.00	\$40.00
12/27/2022	United Dominion Realty Late Fees	1022	JMF	Checked docket for orders.	0.10	\$400.00	\$40.00
1/3/2023	United Dominion Realty Late Fees	1022	LTF	Email exchange with defendant's counsel regarding document production and deadline to move to compel.	0.20	\$1,250.00	\$250.00
1/3/2023	United Dominion Realty Late Fees	1022	JMF	Checked docket for orders.	0.10	\$400.00	\$40.00
1/13/2023	United Dominion Realty Late Fees	1022	JMF	Checked docket for orders.	0.10	\$400.00	\$40.00
1/23/2023	United Dominion Realty Late Fees	1022	LTF	Email exchange with Joe Marchese regarding document production and settlement (.1); email exchange with co-counsel regarding document Reviewed (.2).	0.30	\$1,250.00	\$375.00
1/23/2023	United Dominion Realty Late Fees	1022	JIM	Conferred with L. Fisher about defendant's latest installment of document production.	0.30	\$1,200.00	\$360.00
1/23/2023	United Dominion Realty Late Fees	1022	JMF	Checked docket for orders.	0.10	\$400.00	\$40.00
1/24/2023	United Dominion Realty Late Fees	1022	LTF	Email exchange with co-counsel regarding document production and next steps.	0.20	\$1,250.00	\$250.00
1/25/2023	United Dominion Realty Late Fees	1022	LTF	Scheduled call with defendant's counsel.	0.20	\$1,250.00	\$250.00
1/27/2023	United Dominion Realty Late Fees	1022	LTF	Call with defendant's counsel and email exchange with team regarding potential mediators.	0.40	\$1,250.00	\$500.00
1/27/2023	United Dominion Realty Late Fees	1022	JIM	Reviewed email from L. Fisher about defendant's interest in mediation and about potential mediator options; analyzed mediator options and conferred with co-counsel about same; responded to L. Fisher about potential mediators.	0.70	\$1,200.00	\$840.00

Date	Matter	M No.	Initials	Description	Time	Rate	Total
1/27/2023	United Dominion Realty Late Fees	1022	JMF	Checked docket for orders.	0.10	\$400.00	\$40.00
1/30/2023	United Dominion Realty Late Fees	1022	LTF	Sent email to defendant's counsel regarding potential mediators and extension of time to move to compel.	0.20	\$1,250.00	\$250.00
1/31/2023	United Dominion Realty Late Fees	1022	JIM	Document review.	0.30	\$1,200.00	\$360.00
2/9/2023	United Dominion Realty Late Fees	1022	LTF	Sent email to defendants' counsel regarding mediators and document production and email exchange with Joe Marchese regarding same.	0.20	\$1,250.00	\$250.00
2/9/2023	United Dominion Realty Late Fees	1022	JIM	Conferred with L. Fisher about mediator options.	0.30	\$1,200.00	\$360.00
2/14/2023	United Dominion Realty Late Fees	1022	JMF	Checked docket for orders.	0.10	\$400.00	\$40.00
2/17/2023	United Dominion Realty Late Fees	1022	JMF	Checked docket for orders.	0.10	\$400.00	\$40.00
2/20/2023	United Dominion Realty Late Fees	1022	LTF	Email exchange with defendants' counsel regarding document production and mediation dates.	0.20	\$1,250.00	\$250.00
2/21/2023	United Dominion Realty Late Fees	1022	JMF	Checked docket for orders.	0.10	\$400.00	\$40.00
2/23/2023	United Dominion Realty Late Fees	1022	LTF	Worked on getting dates from mediators.	0.20	\$1,250.00	\$250.00
2/24/2023	United Dominion Realty Late Fees	1022	LTF	Follow up email to Judicate West regarding mediation dates and sent email to defendants' counsel regarding same.	0.20	\$1,250.00	\$250.00
2/27/2023	United Dominion Realty Late Fees	1022	LTF	Sent follow up email about mediation dates.	0.10	\$1,250.00	\$125.00
2/27/2023	United Dominion Realty Late Fees	1022	JMF	Checked docket for orders.	0.10	\$400.00	\$40.00
2/28/2023	United Dominion Realty Late Fees	1022	LTF	Obtained mediation dates and sent them to co-counsel and opposing counsel.	0.40	\$1,250.00	\$500.00
3/3/2023	United Dominion Realty Late Fees	1022	LTF	Email exchange with opposing counsel and Judicate West regarding mediation dates.	0.20	\$1,250.00	\$250.00
3/3/2023	United Dominion Realty Late Fees	1022	JMF	Checked docket for orders.	0.10	\$400.00	\$40.00
3/7/2023	United Dominion Realty Late Fees	1022	LTF	Scheduled mediation and worked with Judicate West on mediation paperwork (.2); email exchange with opposing counsel regarding mediation, document production and deadline to move to compel (.2).	0.40	\$1,250.00	\$500.00
3/27/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
3/29/2023	United Dominion Realty Late Fees	1022	LTF	Reviewed mediation schedule and calendared dates and arranged for fee payment (.2); sent email to defendants' counsel regarding document production (.1).	0.30	\$1,250.00	\$375.00
3/29/2023	United Dominion Realty Late Fees	1022	JIM	Reviewed mediation materials and calendared operative dates.	0.30	\$1,200.00	\$360.00
3/31/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
4/10/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
4/11/2023	United Dominion Realty Late Fees	1022	LTF	Call with Adrian Gucovschi to discuss mediation.	0.10	\$1,250.00	\$125.00
4/13/2023	United Dominion Realty Late Fees	1022	LTF	Reviewed new document production and saved it to Box and sent email to co-counsel regarding same.	0.40	\$1,250.00	\$500.00
4/13/2023	United Dominion Realty Late Fees	1022	JIM	Reviewed and analyzed email from L. Fisher about defendant's document production and next steps in advance of June mediation.	0.40	\$1,200.00	\$480.00
4/14/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
4/18/2023	United Dominion Realty Late Fees	1022	LTF	Call with Joe Marchese regarding discovery and mediation and email exchange with defendant's counsel regarding same.	0.30	\$1,250.00	\$375.00
4/18/2023	United Dominion Realty Late Fees	1022	JIM	Conferred with L. Fisher about upcoming mediation and upcoming deadline for plaintiff's motion to compel.	0.40	\$1,200.00	\$480.00
4/18/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
4/21/2023	United Dominion Realty Late Fees	1022	LTF	Prepared for and participated in meet and confer call with defendant's counsel and follow up call with Adrian Gucovschi regarding same and sent email to defendant's counsel confirming extension of motion to compel deadline.	0.60	\$1,250.00	\$750.00
4/21/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00

Date	Matter	M No.	Initials	Description	Time	Rate	Total
4/24/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
4/25/2023	United Dominion Realty Late Fees	1022	LTF	Drafted meet and confer letter and sent it to defendants' counsel.	1.60	\$1,250.00	\$2,000.00
4/25/2023	United Dominion Realty Late Fees	1022	JIM	Reviewed and commented on draft discovery meet and confer letter; conferred with L. Fisher and co-counsel to finalize same.	0.30	\$1,200.00	\$360.00
5/11/2023	United Dominion Realty Late Fees	1022	LTF	Email exchange with defendant's counsel regarding meet and confer and call with co-counsel regarding same.	0.30	\$1,250.00	\$375.00
5/17/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
5/19/2023	United Dominion Realty Late Fees	1022	JIM	Prepared for mediation and conferred with L. Fisher about outstanding settlement information from defendant.	0.50	\$1,200.00	\$600.00
5/22/2023	United Dominion Realty Late Fees	1022	LTF	Drafted CMC statement and exchanged emails with co-counsel, Joe Marchese, and defendant's counsel regarding late fee data and email exchange with co-counsel regarding same.	0.80	\$1,250.00	\$1,000.00
5/22/2023	United Dominion Realty Late Fees	1022	JIM	Reviewed and responded to emails from defense counsel regarding discovery dispute and postponement of mediation; reviewed and commented on draft updated CMC statement.	0.80	\$1,200.00	\$960.00
5/23/2023	United Dominion Realty Late Fees	1022	LTF	Worked on CMC statement and exchanged emails with opposing counsel and co-counsel.	0.50	\$1,250.00	\$625.00
5/23/2023	United Dominion Realty Late Fees	1022	JIM	Conferred with co-counsel about content for draft motion to compel; reviewed defendant's redlines to draft joint CMC statement.	0.50	\$1,200.00	\$600.00
5/23/2023	United Dominion Realty Late Fees	1022	DLS	Scheduled CourtCall for CMC.	0.90	\$400.00	\$360.00
5/24/2023	United Dominion Realty Late Fees	1022	LTF	Scheduled IDC and exchanged emails with team regarding same.	0.30	\$1,250.00	\$375.00
5/24/2023	United Dominion Realty Late Fees	1022	JIM	Reviewed and revised draft motion to compel.	1.60	\$1,200.00	\$1,920.00
5/24/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
5/25/2023	United Dominion Realty Late Fees	1022	LTF	Revised and finalized CMC statement.	0.30	\$1,250.00	\$375.00
5/25/2023	United Dominion Realty Late Fees	1022	DLS	Prepared proof of service to CMC statement, finalized, and sent by email for filing; served.	1.00	\$400.00	\$400.00
5/26/2023	United Dominion Realty Late Fees	1022	LTF	Drafted IDC brief and exchanged emails with team regarding same.	1.60	\$1,250.00	\$2,000.00
5/26/2023	United Dominion Realty Late Fees	1022	JIM	Reviewed and commented on draft brief in advance of informal discovery conference.	0.30	\$1,200.00	\$360.00
5/26/2023	United Dominion Realty Late Fees	1022	DLS	Discussed brief with LTF.	0.20	\$400.00	\$80.00
5/26/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
5/29/2023	United Dominion Realty Late Fees	1022	LTF	Reviewed CMC statement and prepared for CMC.	0.70	\$1,250.00	\$875.00
5/30/2023	United Dominion Realty Late Fees	1022	LTF	Handled CMC and email exchange with court clerk re: CMC statement and discussed same with Debbie Schroeder and sent CMC summary to co-counsel (1.1); Reviewed IDC brief and exchanged emails with co-counsel regarding same and sent draft IDC brief to opposing counsel (.8).	1.90	\$1,250.00	\$2,375.00
5/30/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
5/31/2023	United Dominion Realty Late Fees	1022	LTF	Reviewed edits to IDC brief, discussed IDC with Ryan Martin and arranged for filing of IDC brief and email exchange with opposing counsel.	0.60	\$1,250.00	\$750.00
5/31/2023	United Dominion Realty Late Fees	1022	JIM	Reviewed CMC summary email from L. Fisher.	0.10	\$1,200.00	\$120.00
5/31/2023	United Dominion Realty Late Fees	1022	DLS	Added proof of service; finalized and filed IDC brief.	1.00	\$400.00	\$400.00
6/1/2023	United Dominion Realty Late Fees	1022	LTF	Prepared for and participated in IDC and email exchange with team regarding hearing and next steps (1.8); email exchange with team regarding new mediation date and next steps and sent email to defendant's counsel with potential mediation dates (.3).	2.10	\$1,250.00	\$2,625.00
6/1/2023	United Dominion Realty Late Fees	1022	JIM	Reviewed and responded to email from L. Fisher about today's informal discovery conference.	0.40	\$1,200.00	\$480.00
6/2/2023	United Dominion Realty Late Fees	1022	LTF	Sent email to Judicate West regarding mediation dates.	0.10	\$1,250.00	\$125.00
6/5/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00

Date	Matter	M No.	Initials	Description	Time	Rate	Total
6/7/2023	United Dominion Realty Late Fees	1022	LTF	Followed up with defendants' counsel regarding mediation dates.	0.10	\$1,250.00	\$125.00
6/9/2023	United Dominion Realty Late Fees	1022	LTF	Email exchange scheduling mediation.	0.10	\$1,250.00	\$125.00
6/9/2023	United Dominion Realty Late Fees	1022	JMF	Saved related case docket.	1.00	\$400.00	\$400.00
6/9/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
6/13/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
6/20/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
6/23/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
6/24/2023	United Dominion Realty Late Fees	1022	LTF	Reviewed recent email correspondence and sent email to defendants' counsel regarding document production.	0.20	\$1,250.00	\$250.00
6/26/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates & saved new docs; emailed attys.	0.30	\$300.00	\$90.00
6/30/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
7/5/2023	United Dominion Realty Late Fees	1022	LTF	Sent another follow-up email to defendant's counsel.	0.10	\$1,250.00	\$125.00
7/6/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
7/11/2023	United Dominion Realty Late Fees	1022	LTF	Discussed case status with Joe Marchese and email exchange with co-counsel regarding same.	0.20	\$1,250.00	\$250.00
7/11/2023	United Dominion Realty Late Fees	1022	JIM	Conferred with L. Fisher and A. Gucovschi about next steps ahead of mediation.	0.30	\$1,200.00	\$360.00
7/12/2023	United Dominion Realty Late Fees	1022	LTF	Email exchange with defendants' counsel regarding late fee data.	0.10	\$1,250.00	\$125.00
7/14/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
7/17/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
7/18/2023	United Dominion Realty Late Fees	1022	RSR	Prepared lodestar (.3).	0.30	\$400.00	\$120.00
7/25/2023	United Dominion Realty Late Fees	1022	LTF	Email exchange with Joe Marchese and sent email to opposing counsel regarding late fee data.	0.20	\$1,250.00	\$250.00
7/25/2023	United Dominion Realty Late Fees	1022	JIM	Reviewed email correspondence with defense counsel about a deadline to produce court-ordered discovery, and follow up with L. Fisher about next steps.	0.30	\$1,200.00	\$360.00
7/26/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
7/28/2023	United Dominion Realty Late Fees	1022	JIM	Emailed T. Fisher and defense counsel regarding defendant's failure to produce court-ordered discovery on late fees.	0.40	\$1,200.00	\$480.00
7/29/2023	United Dominion Realty Late Fees	1022	LTF	Email exchange with defendant's counsel and sent email to court clerk regarding production of late fee data.	0.40	\$1,250.00	\$500.00
8/1/2023	United Dominion Realty Late Fees	1022	LTF	Call and email exchange with team regarding late fee data (.4); Reviewed data and thought about opening settlement demand (.3).	0.70	\$1,250.00	\$875.00
8/1/2023	United Dominion Realty Late Fees	1022	JIM	Reviewed and analyzed defendant's production of charged late fees and confer with co-counsel and L. Fisher about same and next steps leading up to mediation.	1.00	\$1,200.00	\$1,200.00
8/1/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
8/3/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
8/7/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
8/11/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
8/15/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
8/16/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
8/18/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
8/23/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
8/29/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
8/31/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00



Date	Matter	M No.	Initials	Description	Time	Rate	Total
9/5/2023	United Dominion Realty Late Fees	1022	LTF	Email exchange with Joe Marchese regarding mediation statement (.1); began work on mediation statement (.2).	0.30	\$1,250.00	\$375.00
9/5/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
9/7/2023	United Dominion Realty Late Fees	1022	LTF	Drafted mediation statement.	2.70	\$1,250.00	\$3,375.00
9/8/2023	United Dominion Realty Late Fees	1022	LTF	Worked on mediation statement and circulated it to the team.	0.80	\$1,250.00	\$1,000.00
9/11/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
9/12/2023	United Dominion Realty Late Fees	1022	LTF	Reviewed edits to mediation statement and exchanged emails with team regarding same.	0.60	\$1,250.00	\$750.00
9/12/2023	United Dominion Realty Late Fees	1022	JIM	Reviewed and revised draft mediation statement, and conducted research for same; conferred with co-counsel about their further changes to the draft mediation statement.	1.50	\$1,200.00	\$1,800.00
9/13/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
9/18/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
9/19/2023	United Dominion Realty Late Fees	1022	LTF	Finalized mediation statement and exchanged emails with team regarding same.	0.30	\$1,250.00	\$375.00
9/19/2023	United Dominion Realty Late Fees	1022	JIM	Reviewed final draft of mediation statement before service to mediator and defense counsel.	0.20	\$1,200.00	\$240.00
9/20/2023	United Dominion Realty Late Fees	1022	LTF	Email exchange with mediator staff and team regarding mediation (.3); finalized and served statement and arranged for delivery to Ms. Sperber (.2); email exchange with team regarding draft term sheet (.2).	0.70	\$1,250.00	\$875.00
9/20/2023	United Dominion Realty Late Fees	1022	JIM	Email exchange in preparation for upcoming mediation.	0.20	\$1,200.00	\$240.00
9/20/2023	United Dominion Realty Late Fees	1022	JMF	Sent mediation statement to J. Sperber via FedEx.	0.30	\$400.00	\$120.00
9/21/2023	United Dominion Realty Late Fees	1022	JIM	Reviewed and commented on draft term sheet, and circulated suggested revisions to L. Fisher and co-counsel.	0.60	\$1,200.00	\$720.00
9/21/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
9/22/2023	United Dominion Realty Late Fees	1022	JIM	Met with W. Wickersham of RG2 regarding potential class settlement notice details in preparation of upcoming mediation.	1.50	\$1,200.00	\$1,800.00
9/25/2023	United Dominion Realty Late Fees	1022	LTF	Reviewed term sheet and sent email to team regarding same.	0.40	\$1,250.00	\$500.00
9/25/2023	United Dominion Realty Late Fees	1022	JIM	Prepared for upcoming mediation.	2.00	\$1,200.00	\$2,400.00
9/25/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
9/26/2023	United Dominion Realty Late Fees	1022	LTF	Prepared for mediation.	1.20	\$1,250.00	\$1,500.00
9/27/2023	United Dominion Realty Late Fees	1022	LTF	Attended mediation (4.5); follow up emails regarding mediation (.3).	4.80	\$1,250.00	\$6,000.00
9/27/2023	United Dominion Realty Late Fees	1022	JIM	Prepared for and attend mediation; assisted with scheduling January follow-up mediation.	6.20	\$1,200.00	\$7,440.00
9/28/2023	United Dominion Realty Late Fees	1022	LTF	Dealt with mediation invoice.	0.10	\$1,250.00	\$125.00
10/2/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
10/5/2023	United Dominion Realty Late Fees	1022	LTF	Drafted CMC statement (.4); email exchange with co-counsel regarding same (.2); email exchange with defendants' counsel regarding same (.1); arranged for statement to be filed and served (.2).	0.90	\$1,250.00	\$1,125.00
10/5/2023	United Dominion Realty Late Fees	1022	JIM	Reviewed and commented on draft CMC statement.	0.20	\$1,200.00	\$240.00
10/5/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
10/6/2023	United Dominion Realty Late Fees	1022	LTF	Arranged for filing and service of CMC statement.	0.20	\$1,250.00	\$250.00
10/6/2023	United Dominion Realty Late Fees	1022	JMF	Reviewed local rules; finalized and filed CMC statement; served same.	1.50	\$400.00	\$600.00
10/11/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates & saved new docs; emailed attys.	0.30	\$300.00	\$90.00
10/13/2023	United Dominion Realty Late Fees	1022	LTF	Reviewed PMK deposition notice and email exchange with co-counsel regarding same.	0.30	\$1,250.00	\$375.00
10/13/2023	United Dominion Realty Late Fees	1022	JIM	Reviewed draft 30b6 deposition notice and reviewed Tim's email commenting on same.	0.30	\$1,200.00	\$360.00
10/13/2023	United Dominion Realty Late Fees	1022	JMF	Saved CMC statement.	0.10	\$400.00	\$40.00
10/16/2023	United Dominion Realty Late Fees	1022	LTF	Discussed CMC with Alex Riggsby.	0.10	\$1,250.00	\$125.00

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10/16/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
10/19/2023	United Dominion Realty Late Fees	1022	LTF	Prepared for and participated in CMC (.3); updated calendar (.1); discussed CMC with co-counsel (.2).	0.60	\$1,250.00	\$750.00
10/19/2023	United Dominion Realty Late Fees	1022	AJR	CMC hearing w/ LTF.	0.20	\$350.00	\$70.00
10/20/2023	United Dominion Realty Late Fees	1022	LTF	Discussed next steps with Joe Marchese.	0.10	\$1,250.00	\$125.00
10/24/2023	United Dominion Realty Late Fees	1022	LTF	Reviewed and redlined RFPs and interrogatories.	0.80	\$1,250.00	\$1,000.00
10/25/2023	United Dominion Realty Late Fees	1022	LTF	Worked with Debbie Schroeder to finalize and serve RFPs and interrogatories and Reviewed same.	0.50	\$1,250.00	\$625.00
10/25/2023	United Dominion Realty Late Fees	1022	DLS	Accepted redlines; finalized discovery and served.	1.00	\$400.00	\$400.00
10/25/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
10/27/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
10/30/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
11/1/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
11/6/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
11/9/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
11/14/2023	United Dominion Realty Late Fees	1022	LTF	Email exchange with team and defendants' counsel regarding request for extension of time.	0.20	\$1,250.00	\$250.00
11/14/2023	United Dominion Realty Late Fees	1022	JIM	Reviewed defendant's request for a discovery response deadline extension, and conferred with L. Fisher and co-counsel regarding same.	0.30	\$1,200.00	\$360.00
11/14/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
11/17/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
11/21/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
11/22/2023	United Dominion Realty Late Fees	1022	LTF	Reviewed and revised PMK deposition notice and email exchange with team regarding same.	0.80	\$1,250.00	\$1,000.00
11/22/2023	United Dominion Realty Late Fees	1022	JIM	Reviewed and commented on draft PMK deposition notice.	0.40	\$1,200.00	\$480.00
11/27/2023	United Dominion Realty Late Fees	1022	LTF	Finalized and arranged for service of deposition notice and discussed same with Judy Fontanilla.	0.30	\$1,250.00	\$375.00
11/27/2023	United Dominion Realty Late Fees	1022	JMF	Finalized and served notice of deposition.	0.50	\$400.00	\$200.00
11/27/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
11/30/2023	United Dominion Realty Late Fees	1022	LTF	Email exchange with Judy Fontanilla regarding scheduling of PMK deposition.	0.10	\$1,250.00	\$125.00
11/30/2023	United Dominion Realty Late Fees	1022	JMF	Scheduled deposition.	0.50	\$400.00	\$200.00
12/1/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
12/7/2023	United Dominion Realty Late Fees	1022	LTF	Email exchange with opposing counsel regarding extension of time to respond to discovery.	0.10	\$1,250.00	\$125.00
12/19/2023	United Dominion Realty Late Fees	1022	LTF	Reviewed discovery responses, saved them to Box and exchanged emails with co-counsel regarding same.	0.50	\$1,250.00	\$625.00
12/20/2023	United Dominion Realty Late Fees	1022	LTF	Email exchange with team regarding discovery responses.	0.20	\$1,250.00	\$250.00
12/20/2023	United Dominion Realty Late Fees	1022	JIM	Reviewed and analyzed defendant's responses to plaintiff's requests for production and interrogatories; emailed L. Fisher about my findings and thoughts about next steps for the PMK deposition, a potential motion to compel and the upcoming mediation.	1.70	\$1,200.00	\$2,040.00
12/21/2023	United Dominion Realty Late Fees	1022	JIM	Email exchange with L. Fisher and co-counsel about next steps for litigation.	0.30	\$1,200.00	\$360.00
12/21/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
12/22/2023	United Dominion Realty Late Fees	1022	LTF	Call and email exchange with co-counsel regarding document production and PMK deposition.	0.70	\$1,250.00	\$875.00
12/26/2023	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00

Date	Matter	M No.	Initials	Description	Time	Rate	Total
1/2/2024	United Dominion Realty Late Fees	1022	LTF	Prepared for PMK deposition and exchanged emails with team regarding same (1.3); sent email to mediator to schedule call (.1).	1.40	\$1,250.00	\$1,750.00
1/2/2024	United Dominion Realty Late Fees	1022	JIM	Emailed L. Fisher about upcoming mediation and PMK deposition preparations; reviewed L. Fisher email to mediator.	0.50	\$1,200.00	\$600.00
1/3/2024	United Dominion Realty Late Fees	1022	LTF	Continued preparing for 30(b)(6) deposition (2.4) and exchanged emails with mediator (.1).	2.50	\$1,250.00	\$3,125.00
1/3/2024	United Dominion Realty Late Fees	1022	JMF	Assisted with exhibits for depo.	0.50	\$400.00	\$200.00
1/4/2024	United Dominion Realty Late Fees	1022	LTF	Prepared for PMK deposition and exchanged emails with defendants' counsel regarding witnesses.	4.30	\$1,250.00	\$5,375.00
1/4/2024	United Dominion Realty Late Fees	1022	JMF	Assisted LTF with formatting confidential letter.	0.80	\$400.00	\$320.00
1/5/2024	United Dominion Realty Late Fees	1022	LTF	Worked on preparing for PMK deposition.	3.20	\$1,250.00	\$4,000.00
1/5/2024	United Dominion Realty Late Fees	1022	DLS	Made edits to deposition information on Veritext website.	0.30	\$400.00	\$120.00
1/5/2024	United Dominion Realty Late Fees	1022	JMF	Discussed next steps for upcoming depo.	0.50	\$400.00	\$200.00
1/6/2024	United Dominion Realty Late Fees	1022	LTF	Email exchange with Joe Marchese regarding PMK deposition.	0.20	\$1,250.00	\$250.00
1/6/2024	United Dominion Realty Late Fees	1022	JIM	Reviewed and commented on draft PMK deposition outline.	1.00	\$1,200.00	\$1,200.00
1/7/2024	United Dominion Realty Late Fees	1022	LTF	Continued preparing for PMK deposition and email exchange with co-counsel regarding same.	1.50	\$1,250.00	\$1,875.00
1/8/2024	United Dominion Realty Late Fees	1022	LTF	Finished preparing for deposition.	5.50	\$1,250.00	\$6,875.00
1/8/2024	United Dominion Realty Late Fees	1022	RKA	Prepared and mailed out documents.	0.30	\$300.00	\$90.00
1/9/2024	United Dominion Realty Late Fees	1022	LTF	Dealt with deposition issue and discussed it with defendants' counsel and co-counsel (.8); drafted mediation statement and incorporated edits from co-counsel and email exchange regarding same (3.3).	4.10	\$1,250.00	\$5,125.00
1/9/2024	United Dominion Realty Late Fees	1022	JIM	Met and conferred with L. Fisher to further prepare for today's PMK depositions; conferred with L. Fisher about request to postpone the deposition of one of the PMK witnesses; reviewed and commented on supplemental mediation brief.	2.00	\$1,200.00	\$2,400.00
1/9/2024	United Dominion Realty Late Fees	1022	DLS	Prepared amended notice of deposition and cancelled deposition.	0.90	\$400.00	\$360.00
1/9/2024	United Dominion Realty Late Fees	1022	JMF	Discussed canceled depo and next steps re same.	0.30	\$400.00	\$120.00
1/10/2024	United Dominion Realty Late Fees	1022	LTF	Finalized mediation statement (.3); Reviewed and approved amended deposition notice (.1).	0.40	\$1,250.00	\$500.00
1/10/2024	United Dominion Realty Late Fees	1022	DLS	Served amended deposition notice and scheduled deposition.	0.90	\$400.00	\$360.00
1/10/2024	United Dominion Realty Late Fees	1022	JMF	Discussed new date for depo.	0.10	\$400.00	\$40.00
1/11/2024	United Dominion Realty Late Fees	1022	LTF	Sent mediation statement to mediator and arranged for home delivery to Ms. Sperber and discussed same with Debbie Schroeder.	0.40	\$1,250.00	\$500.00
1/12/2024	United Dominion Realty Late Fees	1022	LTF	Updated outline and exhibits and discussed same with Debbie Schroeder and Reviewed new spreadsheet production.	2.40	\$1,250.00	\$3,000.00
1/12/2024	United Dominion Realty Late Fees	1022	DLS	Scheduled deposition.	0.90	\$400.00	\$360.00
1/12/2024	United Dominion Realty Late Fees	1022	JMF	Scheduled deposition with Veritext.	0.50	\$400.00	\$200.00
1/13/2024	United Dominion Realty Late Fees	1022	LTF	Exchanged voicemail messages with Jill Sperber.	0.10	\$1,250.00	\$125.00
1/15/2024	United Dominion Realty Late Fees	1022	LTF	Worked on deposition outline and continued preparing for depo.	2.90	\$1,250.00	\$3,625.00
1/15/2024	United Dominion Realty Late Fees	1022	JIM	Reviewed and commented on revised PMK deposition outline.	0.40	\$1,200.00	\$480.00
1/16/2024	United Dominion Realty Late Fees	1022	LTF	Call with co-counsel prior to deposition (.2); took PMK deposition and exchanged messages with co-counsel afterwards (3.8); call with mediator regarding upcoming mediation and email exchange with plaintiff's team regarding same (.7).	4.70	\$1,250.00	\$5,875.00
1/16/2024	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00

Date	Matter	M No.	Initials	Description	Time	Rate	Total
1/17/2024	United Dominion Realty Late Fees	1022	LTF	Prepared for mediation and sent mediation statement to defendants' counsel and discussed same with Scott Bursor and Joe Marchese.	0.60	\$1,250.00	\$750.00
1/17/2024	United Dominion Realty Late Fees	1022	JIM	Prepared for tomorrow's follow-on mediation, and conferred with S. Bursor and L. Fisher about same.	0.80	\$1,200.00	\$960.00
1/18/2024	United Dominion Realty Late Fees	1022	LTF	Participated in mediation (8.8); sent executed term sheet to Scott Bursor (.1).	8.90	\$1,250.00	\$11,125.00
1/18/2024	United Dominion Realty Late Fees	1022	JIM	Prepared for and attended mediation with J. Sperber.	9.00	\$1,200.00	\$10,800.00
1/19/2024	United Dominion Realty Late Fees	1022	LTF	Email exchange with defendants' counsel regarding status report and drafted status report.	0.30	\$1,250.00	\$375.00
1/24/2024	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
1/26/2024	United Dominion Realty Late Fees	1022	LTF	Email exchange with co-counsel regarding settlement agreement and next steps and sent template settlement agreements.	0.40	\$1,250.00	\$500.00
1/26/2024	United Dominion Realty Late Fees	1022	JIM	Attention to drafting settlement agreement, and conferred with L. Fisher about same.	0.40	\$1,200.00	\$480.00
1/30/2024	United Dominion Realty Late Fees	1022	DLS	Reviewed website and sent information to LTF re CMC.	0.30	\$400.00	\$120.00
1/30/2024	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
1/31/2024	United Dominion Realty Late Fees	1022	LTF	Prepared for and attended CMC and exchanged emails with co-counsel regarding same.	1.20	\$1,250.00	\$1,500.00
2/2/2024	United Dominion Realty Late Fees	1022	LTF	Email exchange with opposing counsel regarding extension of time.	0.10	\$1,250.00	\$125.00
2/5/2024	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates & saved new docs; emailed attys.	0.20	\$300.00	\$60.00
2/7/2024	United Dominion Realty Late Fees	1022	LTF	Email exchange with co-counsel regarding settlement agreement.	0.10	\$1,250.00	\$125.00
2/7/2024	United Dominion Realty Late Fees	1022	JIM	Followed up with co-counsel regarding status of draft settlement agreement, and discussed next steps with L. Fisher.	0.40	\$1,200.00	\$480.00
2/9/2024	United Dominion Realty Late Fees	1022	LTF	Reviewed and redlined settlement agreement.	2.20	\$1,250.00	\$2,750.00
2/13/2024	United Dominion Realty Late Fees	1022	JIM	Conferred with B. Wickersham at RG2 Claims about settlement administration.	0.40	\$1,200.00	\$480.00
2/13/2024	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
2/14/2024	United Dominion Realty Late Fees	1022	JMF	Saved depo documents and video.	0.30	\$400.00	\$120.00
2/14/2024	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
2/16/2024	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
2/20/2024	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
2/26/2024	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
2/27/2024	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
2/28/2024	United Dominion Realty Late Fees	1022	LTF	Discussed settlement agreement with Joe Marchese and Reviewed agreement and sent it to defendants' counsel.	0.60	\$1,250.00	\$750.00
2/28/2024	United Dominion Realty Late Fees	1022	JIM	Reviewed and commented on draft settlement agreement, and conferred with L. Fisher and co-counsel about my comments and next steps.	0.90	\$1,200.00	\$1,080.00
2/29/2024	United Dominion Realty Late Fees	1022	LTF	Email exchange with Joe Marchese regarding preliminary approval motion and email exchange with co-counsel regarding same.	0.30	\$1,250.00	\$375.00
2/29/2024	United Dominion Realty Late Fees	1022	JIM	Conferences with L. Fisher and co-counsel about drafting preliminary approval brief.	0.60	\$1,200.00	\$720.00
3/1/2024	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
3/4/2024	United Dominion Realty Late Fees	1022	LTF	Sent additional model preliminary approval motion to co-counsel.	0.10	\$1,250.00	\$125.00
3/8/2024	United Dominion Realty Late Fees	1022	LTF	Discussed settlement issue with Adrian Gucovschi.	0.30	\$1,250.00	\$375.00
3/8/2024	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
3/11/2024	United Dominion Realty Late Fees	1022	LTF	Email exchange with Joe Marchese regarding settlement status and sent email to defendant's counsel regarding same.	0.10	\$1,250.00	\$125.00
3/11/2024	United Dominion Realty Late Fees	1022	JIM	Followed up with L. Fisher to inquire whether defense counsel has responded to the draft settlement agreement; reviewed email from L. Fisher to defense counsel.	0.30	\$1,200.00	\$360.00
3/11/2024	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00

Date	Matter	M No.	Initials	Description	Time	Rate	Total
3/13/2024	United Dominion Realty Late Fees	1022	LTF	Email exchange with Bill Wickersham regarding settlement status.	0.10	\$1,250.00	\$125.00
3/13/2024	United Dominion Realty Late Fees	1022	JIM	Reviewed draft preliminary approval brief from co-counsel.	0.50	\$1,200.00	\$600.00
3/13/2024	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
3/15/2024	United Dominion Realty Late Fees	1022	LTF	Began Reviewed of preliminary approval motion.	0.50	\$1,250.00	\$625.00
3/15/2024	United Dominion Realty Late Fees	1022	JIM	Reviewed and analyzed L. Fisher's revisions and comments to draft preliminary approval brief.	0.50	\$1,200.00	\$600.00
3/16/2024	United Dominion Realty Late Fees	1022	LTF	Redlined preliminary approval motion (1.0) and sent follow-up email to defendants' counsel (.1).	1.10	\$1,250.00	\$1,375.00
3/19/2024	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
3/21/2024	United Dominion Realty Late Fees	1022	JIM	Reviewed defendant's redlines to settlement agreement and commented further on same; exchanged emails with co-counsel about same.	1.40	\$1,200.00	\$1,680.00
3/22/2024	United Dominion Realty Late Fees	1022	LTF	Reviewed edits to settlement agreement and exchanged emails with team regarding same (.8); sent email to opposing counsel regarding settlement agreement (.1); discussed notice and related documents with Josh Glatt (.1).	1.00	\$1,250.00	\$1,250.00
3/22/2024	United Dominion Realty Late Fees	1022	JIM	Reviewed additional redlines to draft settlement agreement, and conferred with co-counsel about same; attention to getting administrator input for proposed notice plan.	1.30	\$1,200.00	\$1,560.00
3/25/2024	United Dominion Realty Late Fees	1022	JIM	Telephone call and emails with RG2 about notice plan and administration requirements and details.	1.00	\$1,200.00	\$1,200.00
3/25/2024	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
3/27/2024	United Dominion Realty Late Fees	1022	LTF	Discussed notices and next steps with Josh Glatt and Debbie Schroeder.	0.40	\$1,250.00	\$500.00
3/28/2024	United Dominion Realty Late Fees	1022	LTF	Discussed notice and settlement issues with Josh Glatt and sent follow-up email to defendants' counsel.	0.40	\$1,250.00	\$500.00
3/29/2024	United Dominion Realty Late Fees	1022	LTF	Drafted long-form notice and discussed it with Josh Glatt.	1.50	\$1,250.00	\$1,875.00
3/29/2024	United Dominion Realty Late Fees	1022	JMF	Reviewed local rules re hearing and mtn procedures; discussed same with DLS.	1.00	\$400.00	\$400.00
4/1/2024	United Dominion Realty Late Fees	1022	LTF	Email exchange with co-counsel regarding settlement status.	0.10	\$1,250.00	\$125.00
4/3/2024	United Dominion Realty Late Fees	1022	LTF	Email exchange with co-counsel and opposing counsel (.2); Reviewed and redlined notices and claim form and exchanged emails with Josh Glatt (.9); email exchange with Debbie Schroeder and Ms. Glatt regarding hearing date (.2).	1.30	\$1,250.00	\$1,625.00
4/3/2024	United Dominion Realty Late Fees	1022	JIM	Emails with L. Fisher, co-counsel and defense counsel about status of settlement agreement and upcoming deadline to file preliminary approval papers; conferred with potential settlement and notice administrator.	0.70	\$1,200.00	\$840.00
4/4/2024	United Dominion Realty Late Fees	1022	LTF	Email exchange with Josh Glatt regarding notices and next steps.	0.20	\$1,250.00	\$250.00
4/5/2024	United Dominion Realty Late Fees	1022	JIM	Reviewed and commented on draft exhibits to draft settlement agreement.	1.30	\$1,200.00	\$1,560.00
4/5/2024	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
4/8/2024	United Dominion Realty Late Fees	1022	LTF	Discussed next steps with Joe Marchese (.1); discussed hearing date with Debbie Schroeder (.2); email exchange with opposing counsel and co-counsel (.2).	0.50	\$1,250.00	\$625.00
4/8/2024	United Dominion Realty Late Fees	1022	JIM	Followed up with defense counsel and L. Fisher about the status of the draft settlement agreement.	0.40	\$1,200.00	\$480.00
4/8/2024	United Dominion Realty Late Fees	1022	DLS	Called Clerk re hearing date.	0.20	\$400.00	\$80.00
4/9/2024	United Dominion Realty Late Fees	1022	LTF	Reviewed defendant's edits to settlement agreement and exchanged emails with team regarding same (.4); discussed notices and orders with Josh Glatt (.2).	0.60	\$1,250.00	\$750.00
4/9/2024	United Dominion Realty Late Fees	1022	JIM	Reviewed defendant's latest redlines to draft settlement agreement and confer with L. Fisher and co-counsel about same; attention to notice and administration proposal from RG/2.	0.50	\$1,200.00	\$600.00

Date	Matter	M No.	Initials	Description	Time	Rate	Total
4/10/2024	United Dominion Realty Late Fees	1022	LTF	Reviewed edits to notices and claim form and discussed same with Josh Glatt and saved documents to Box.	0.80	\$1,250.00	\$1,000.00
4/10/2024	United Dominion Realty Late Fees	1022	JMF	Prepared proposed settlement template; discussed same with attys.	0.50	\$400.00	\$200.00
4/10/2024	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
4/11/2024	United Dominion Realty Late Fees	1022	LTF	Discussed preliminary approval and final approval orders with Josh Glatt.	0.10	\$1,250.00	\$125.00
4/12/2024	United Dominion Realty Late Fees	1022	LTF	Reviewed and redlined proposed preliminary approval and final approval orders (.6); discussed same with Josh Glatt (.4).	1.00	\$1,250.00	\$1,250.00
4/15/2024	United Dominion Realty Late Fees	1022	LTF	Drafted stipulated undertaking (.3); discussed revisions to preliminary approval and final approval orders with Josh Glatt (x3) (.4); Reviewed revised orders (.2).	0.90	\$1,250.00	\$1,125.00
4/16/2024	United Dominion Realty Late Fees	1022	LTF	Sent final documents to defendants' counsel for Reviewed.	0.30	\$1,250.00	\$375.00
4/22/2024	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
4/27/2024	United Dominion Realty Late Fees	1022	LTF	Sent email to defendants' counsel regarding status of settlement.	0.10	\$1,250.00	\$125.00
4/29/2024	United Dominion Realty Late Fees	1022	LTF	Discussed settlement status with Joe Marchese.	0.10	\$1,250.00	\$125.00
4/29/2024	United Dominion Realty Late Fees	1022	JIM	Conferred with L. Fisher about next steps to finalize draft settlement agreement.	0.30	\$1,200.00	\$360.00
5/1/2024	United Dominion Realty Late Fees	1022	RKA	Checked docket for updates.	0.10	\$300.00	\$30.00
5/6/2024	United Dominion Realty Late Fees	1022	LTF	Sent email to defendant's counsel and exchanged emails with claims administrator.	0.20	\$1,250.00	\$250.00
5/6/2024	United Dominion Realty Late Fees	1022	JIM	Reviewed email about draft settlement agreement.	0.10	\$1,200.00	\$120.00
5/7/2024	United Dominion Realty Late Fees	1022	LTF	Email exchange with opposing counsel and co-counsel regarding execution of settlement agreement and filing of motion for preliminary approval (.3); discussed same with Josh Glatt and Debbie Schroeder (.2).	0.50	\$1,250.00	\$625.00
5/7/2024	United Dominion Realty Late Fees	1022	JIM	Reviewed defendant's comments to draft settlement agreement and confer with A. Gucovschi about same.	0.50	\$1,200.00	\$600.00
5/8/2024	United Dominion Realty Late Fees	1022	LTF	Email exchange with team regarding execution of settlement agreement and preliminary approval motion (.3); email exchange with Joe Marchese regarding claims administrator (.1).	0.40	\$1,250.00	\$500.00
5/8/2024	United Dominion Realty Late Fees	1022	JIM	Further reviewed and analyzed defendant's comments to draft settlement agreement and supporting documents, and emailed internal team and co-counsel about same and creating an execution copy for signatures; emailed claims administrator cost estimates to defense counsel.	1.00	\$1,200.00	\$1,200.00
5/9/2024	United Dominion Realty Late Fees	1022	LTF	Worked on finalizing execution version of settlement agreement and exhibits.	0.90	\$1,250.00	\$1,125.00
5/9/2024	United Dominion Realty Late Fees	1022	DLS	Reviewed and made edits to settlement agreement.	0.20	\$400.00	\$80.00
5/9/2024	United Dominion Realty Late Fees	1022	DLS	Made edits and combined exhibits.	1.00	\$400.00	\$400.00
5/10/2024	United Dominion Realty Late Fees	1022	JMF	Prepared notice of motion and decl templates.	0.30	\$400.00	\$120.00
5/14/2024	United Dominion Realty Late Fees	1022	LTF	Discussed preliminary approval declaration with Josh Glatt and sent email to defendants' counsel regarding execution of agreement (.4); dealt with client issue (.3).	0.70	\$1,250.00	\$875.00
5/14/2024	United Dominion Realty Late Fees	1022	JIM	Attention to executing final settlement agreement.	0.20	\$1,200.00	\$240.00
5/15/2024	United Dominion Realty Late Fees	1022	LTF	Call with client regarding settlement (.2); email exchange with Joe Marchese regarding same (.1); discussed settlement with Josh Glatt (.1); arranged for execution of agreement and sent email to defendants' counsel (.3); discussed case with Bill Wickersham (.3).	1.00	\$1,250.00	\$1,250.00
5/15/2024	United Dominion Realty Late Fees	1022	DLS	Added LTF signature.	0.20	\$400.00	\$80.00
5/16/2024	United Dominion Realty Late Fees	1022	LTF	Discussed preliminary approval motion with Josh Glatt.	0.20	\$1,250.00	\$250.00
5/17/2024	United Dominion Realty Late Fees	1022	LTF	Email exchange with Joe Marchese regarding claims administrator and Reviewed current draft of preliminary approval motion.	0.30	\$1,250.00	\$375.00

Date	Matter	M No.	Initials	Description	Time	Rate	Total
5/17/2024	United Dominion Realty Late Fees	1022	JIM	Conferred with RG/2 and L. Fisher regarding status of settlement and preliminary approval readiness.	0.40	\$1,200.00	\$480.00
5/17/2024	United Dominion Realty Late Fees	1022	JMF	Finalized and circulated settlement agreement.	0.20	\$400.00	\$80.00
5/21/2024	United Dominion Realty Late Fees	1022	JIM	Worked with internal team and notice administrator to finalize preliminary approval papers.	0.80	\$1,200.00	\$960.00
5/22/2024	United Dominion Realty Late Fees	1022	JIM	Reviewed and commented on draft preliminary approval papers, and conferred with J. Glatt to finalize.	1.00	\$1,200.00	\$1,200.00
5/22/2024	United Dominion Realty Late Fees	1022	JMF	Formatted settlement agreement; discussed same with JBG.	0.30	\$400.00	\$120.00
5/23/2024	United Dominion Realty Late Fees	1022	DLS	Prepared TOA/TOC.	1.00	\$400.00	\$400.00
5/24/2024	United Dominion Realty Late Fees	1022	DLS	Assisted with preparing and filing motion for preliminary approval.	4.00	\$400.00	\$1,600.00
5/24/2024	United Dominion Realty Late Fees	1022	JMF	Finalized prelim. approval mtn, decl, prop. order, and proof; filed and served same.	3.00	\$400.00	\$1,200.00
5/25/2024	United Dominion Realty Late Fees	1022	LTF	Reviewed preliminary approval motion and email exchange with team regarding same.	0.40	\$1,250.00	\$500.00
5/28/2024	United Dominion Realty Late Fees	1022	LTF	Discussed preliminary approval motion with Josh Glatt and Debbie Schroeder.	0.30	\$1,250.00	\$375.00
6/14/2024	United Dominion Realty Late Fees	1022	LTF	Call with client regarding claim submission procedure.	0.10	\$1,250.00	\$125.00
6/20/2024	United Dominion Realty Late Fees	1022	LTF	Discussed preliminary approval hearing with Debbie Schroeder, Reviewed court website and began preparations for hearing.	0.80	\$1,250.00	\$1,000.00
6/24/2024	United Dominion Realty Late Fees	1022	LTF	Prepared for preliminary approval hearing (1.8) and Reviewed tentative ruling and exchanged emails with team regarding same (.4).	2.20	\$1,250.00	\$2,750.00
6/25/2024	United Dominion Realty Late Fees	1022	LTF	Discussed tentative ruling with Josh Glatt and continued preparing for preliminary approval hearing (.8); attended hearing (.2); email exchange with co-counsel following hearing and updated calendar (.2).	1.20	\$1,250.00	\$1,500.00
6/25/2024	United Dominion Realty Late Fees	1022	JIM	Reviewed and responded to email from L. Fisher summarizing today's preliminary approval hearing.	0.20	\$1,200.00	\$240.00
6/26/2024	United Dominion Realty Late Fees	1022	JIM	Conferred with RG2 (notice administrator) about yesterday's preliminary approval hearing.	0.30	\$1,200.00	\$360.00
7/3/2024	United Dominion Realty Late Fees	1022	LTF	Drafted Moulton declaration (.4); drafted attorney declaration (1.4); sent email to settlement administrator and to defendants' counsel regarding declarations and discussed same with Josh Glatt (.3).	2.10	\$1,250.00	\$2,625.00
7/5/2024	United Dominion Realty Late Fees	1022	LTF	Email exchange with defendants' counsel regarding client declaration.	0.10	\$1,250.00	\$125.00
7/8/2024	United Dominion Realty Late Fees	1022	LTF	Call and email exchange with settlement administrator (.3); Reviewed revised declarations and sent them to co-counsel and discussed same with Josh Glatt (.6).	0.90	\$1,250.00	\$1,125.00
7/9/2024	United Dominion Realty Late Fees	1022	LTF	Revised and finalized declarations and sent client declaration to Ms. Moulton and emails regarding same.	0.30	\$1,250.00	\$375.00
7/9/2024	United Dominion Realty Late Fees	1022	JIM	Reviewed and commented on supplemental declarations in support of preliminary approval and conferred with L. Fisher and co-counsel about same.	0.90	\$1,200.00	\$1,080.00
7/10/2024	United Dominion Realty Late Fees	1022	LTF	Email exchange with client regarding declaration (.2); email exchange with settlement administrator regarding declaration (.1).	0.30	\$1,250.00	\$375.00
7/11/2024	United Dominion Realty Late Fees	1022	LTF	Discussed supplemental declaration and sealing motion with Debbie Schroeder and Josh Glatt (.5); Reviewed and revised Wickersham declaration and discussed same with Mr. Glatt (.4); revised Moulton declaration and exchanged emails with Ms. Moulton (.3).	1.20	\$1,250.00	\$1,500.00
7/12/2024	United Dominion Realty Late Fees	1022	LTF	Worked on supplemental declarations and sealing motion with Debbie Schroeder and Josh Glatt.	1.80	\$1,250.00	\$2,250.00
7/12/2024	United Dominion Realty Late Fees	1022	DLS	Prepared motion to seal; finalized declarations; filed and served.	3.00	\$400.00	\$1,200.00
7/12/2024	United Dominion Realty Late Fees	1022	JMF	Assisted with finalizing suppl declaration; coordinated filing confidential decl through first legal; served all documents.	0.80	\$400.00	\$320.00

Date	Matter	M No.	Initials	Description	Time	Rate	Total
8/23/2024	United Dominion Realty Late Fees	1022	LTF	Discussed deposition payment issue with Debbie Schroeder and sent email to Ms. Schroeder.	0.20	\$1,250.00	\$250.00
8/30/2024	United Dominion Realty Late Fees	1022	JMF	Checked docket for updates.	0.10	\$400.00	\$40.00
9/3/2024	United Dominion Realty Late Fees	1022	LTF	Email exchange with Bill Wickersham at RG/2 regarding status of preliminary approval.	0.10	\$1,250.00	\$125.00
10/1/2024	United Dominion Realty Late Fees	1022	LTF	Reviewed and circulated tentative ruling and prepared for preliminary approval hearing (.7); sent email to claims administrator (.1); sent email to staff regarding firm cost information (.1).	0.90	\$1,250.00	\$1,125.00
10/2/2024	United Dominion Realty Late Fees	1022	LTF	Prepared for preliminary approval hearing and attended hearing (1.9); revised preliminary approval order and sent it to defendants' counsel (.4); email exchange with Bill Wickersham regarding preliminary approval (.1).	2.40	\$1,250.00	\$3,000.00
10/2/2024	United Dominion Realty Late Fees	1022	RSR	Compiled case expenses for LTF (.1).	0.10	\$400.00	\$40.00
10/4/2024	United Dominion Realty Late Fees	1022	LTF	Sent follow-up email to defendants' counsel.	0.10	\$1,250.00	\$125.00
10/5/2024	United Dominion Realty Late Fees	1022	LTF	Email exchange with co-counsel regarding preliminary approval.	0.10	\$1,250.00	\$125.00
10/7/2024	United Dominion Realty Late Fees	1022	LTF	Email exchange with opposing counsel regarding preliminary approval order (.3); discussed cy pres issue with Alex Riggsby and Josh Glatt and research regarding same (.3).	0.60	\$1,250.00	\$750.00
10/7/2024	United Dominion Realty Late Fees	1022	AJR	Researched California tenant's rights organizations.	0.30	\$350.00	\$105.00
10/8/2024	United Dominion Realty Late Fees	1022	LTF	Dealt with cy pres issue and sent email to defendants' counsel.	0.20	\$1,250.00	\$250.00
10/8/2024	United Dominion Realty Late Fees	1022	AJR	Researched California tenant's rights organizations.	1.00	\$350.00	\$350.00
10/9/2024	United Dominion Realty Late Fees	1022	LTF	Arranged for submission of revised preliminary approval order.	0.20	\$1,250.00	\$250.00
10/9/2024	United Dominion Realty Late Fees	1022	DLS	Filed and served preliminary approval order; coordinated delivery to Judge.	0.70	\$400.00	\$280.00
10/9/2024	United Dominion Realty Late Fees	1022	JMF	Discussed order re prelim approval (.2); prepared proof of service re same (.2); checked docket and circulated Order (.2).	0.60	\$400.00	\$240.00
10/10/2024	United Dominion Realty Late Fees	1022	LTF	Discussed settlement website and notices with Judy Fontanilla and Debbie Schroeder and arranged for website documents to be sent to RG/2 (.7); worked on notice documents and settlement website documents (1.2); email exchange with Bill Wickersham (.3).	2.20	\$1,250.00	\$2,750.00
10/10/2024	United Dominion Realty Late Fees	1022	JMF	Prepared comparison reports of claim notices and decl re same; discussed same with LTF.	0.50	\$400.00	\$200.00
10/10/2024	United Dominion Realty Late Fees	1022	JMF	Checked docket; saved and circulated new documents.	0.30	\$400.00	\$120.00
10/14/2024	United Dominion Realty Late Fees	1022	JMF	Checked docket.	0.10	\$400.00	\$40.00
10/21/2024	United Dominion Realty Late Fees	1022	JMF	Checked docket.	0.10	\$400.00	\$40.00
10/30/2024	United Dominion Realty Late Fees	1022	LTF	Reviewed preliminary approval order and sent it to claims administrator and calendared deadlines.	0.30	\$1,250.00	\$375.00
10/30/2024	United Dominion Realty Late Fees	1022	JMF	Checked docket; saved and circulated new documents.	0.30	\$400.00	\$120.00
11/5/2024	United Dominion Realty Late Fees	1022	LTF	Reviewed notice timeline and exchanged emails with RG/2 regarding same.	0.30	\$1,250.00	\$375.00
11/5/2024	United Dominion Realty Late Fees	1022	JIM	Reviewed and responded to emails from RG2 and L. Fisher about having an initial kickoff call with the settlement administrator; reviewed proposed timeline.	0.70	\$1,200.00	\$840.00
11/7/2024	United Dominion Realty Late Fees	1022	LTF	Call with claims administrator and email exchange with administrator regarding mailed notice.	0.40	\$1,250.00	\$500.00
11/8/2024	United Dominion Realty Late Fees	1022	LTF	Email exchange with administrator regarding settlement website.	0.30	\$1,250.00	\$375.00
11/11/2024	United Dominion Realty Late Fees	1022	LTF	Reviewed updated notices and email exchange with claims administrator.	0.30	\$1,250.00	\$375.00
11/12/2024	United Dominion Realty Late Fees	1022	LTF	Reviewed revised notices and claim form and email exchange with claims administrator regarding same.	0.40	\$1,250.00	\$500.00
11/15/2024	United Dominion Realty Late Fees	1022	LTF	Reviewed revised notices and exchanged emails with defendants' counsel and claims administrator regarding same.	0.60	\$1,250.00	\$750.00
11/25/2024	United Dominion Realty Late Fees	1022	LTF	Email exchange with claims administrator regarding claim form issue.	0.20	\$1,250.00	\$250.00



Date	Matter	M No.	Initials	Description	Time	Rate	Total
12/1/2024	United Dominion Realty Late Fees	1022	LTF	Reviewed and tested settlement website and sent email to claims administrator regarding same.	0.40	\$1,250.00	\$500.00
12/2/2024	United Dominion Realty Late Fees	1022	LTF	Email exchange with class member.	0.10	\$1,250.00	\$125.00
12/5/2024	United Dominion Realty Late Fees	1022	LTF	Call with Bill Wickersham regarding notice responses (.2); call and email exchange with class member (.2).	0.40	\$1,250.00	\$500.00
12/7/2024	United Dominion Realty Late Fees	1022	LTF	Email exchange with class member.	0.10	\$1,250.00	\$125.00
12/13/2024	United Dominion Realty Late Fees	1022	LTF	Email exchange with co-counsel and claims administrator regarding addition claimants.	0.10	\$1,250.00	\$125.00
12/16/2024	United Dominion Realty Late Fees	1022	LTF	Call with class member.	0.20	\$1,250.00	\$250.00
12/26/2024	United Dominion Realty Late Fees	1022	JMF	Checked docket.	0.10	\$400.00	\$40.00
1/8/2025	United Dominion Realty Late Fees	1022	JIM	Reviewed email from class member and participate in follow up telephone call with class member.	0.40	\$1,200.00	\$480.00
1/14/2025	United Dominion Realty Late Fees	1022	LTF	Call with Joe Marchese regarding final approval and fee motions and sent message to Jenna Gavenman regarding same.	0.30	\$1,250.00	\$375.00
1/14/2025	United Dominion Realty Late Fees	1022	JIM	Attention to status of claims and drafting of upcoming final approval and fee motions, and conferred with L. Fisher and co-counsel about same.	1.20	\$1,200.00	\$1,440.00
1/15/2025	United Dominion Realty Late Fees	1022	LTF	Discussed settlement papers with Joe Marchese and follow-up discussion with Jenna Gavenman.	0.20	\$1,250.00	\$250.00
1/15/2025	United Dominion Realty Late Fees	1022	JIM	Conferences with L. Fisher and V. Sheehy about upcoming final approval briefing.	0.70	\$1,200.00	\$840.00
1/16/2025	United Dominion Realty Late Fees	1022	LTF	Discussed final approval motion with Debbie Schroeder and sent models to the team via email.	0.30	\$1,250.00	\$375.00
1/16/2025	United Dominion Realty Late Fees	1022	JIM	Reviewed and commented on claim form reminder notice to former tenants in the class; telephone call with RG2 regarding administration items.	1.00	\$1,200.00	\$1,200.00
1/17/2025	United Dominion Realty Late Fees	1022	LTF	Call with class member.	0.20	\$1,250.00	\$250.00
1/17/2025	United Dominion Realty Late Fees	1022	VAS	Spoke with JIM about preparing Final Fee Brief; reviewed file.	1.00	\$900.00	\$900.00
1/20/2025	United Dominion Realty Late Fees	1022	VAS	Reviewed file; began preparing Final Fee Brief.	1.00	\$900.00	\$900.00
1/21/2025	United Dominion Realty Late Fees	1022	LTF	Email exchange with client regarding claim submission.	0.10	\$1,250.00	\$125.00
1/22/2025	United Dominion Realty Late Fees	1022	JIM	Conferred with V. Sheehy about status of and content for the draft fee application.	0.50	\$1,200.00	\$600.00
1/22/2025	United Dominion Realty Late Fees	1022	JLG	Conf. w/LTF re: briefing split (.2); conf. w/VZ re: same (.2); reviewed sample briefs (.5).	0.90	\$525.00	\$472.50
1/22/2025	United Dominion Realty Late Fees	1022	VAS	Prepared Final Fee brief.	7.00	\$900.00	\$6,300.00
1/23/2025	United Dominion Realty Late Fees	1022	JIM	Confer with V. Sheehy about status of draft fee brief and reviewed and analyzed email from V. Sheehy about same.	0.50	\$1,200.00	\$600.00
1/23/2025	United Dominion Realty Late Fees	1022	VAS	Prepared Final Fee brief.	7.00	\$900.00	\$6,300.00
1/27/2025	United Dominion Realty Late Fees	1022	VAS	Prepared Moulton Declaration ISO Final Fee Motion.	1.00	\$900.00	\$900.00
1/28/2025	United Dominion Realty Late Fees	1022	LTF	Email exchange with Joe Marchese regarding client inquiry.	0.10	\$1,250.00	\$125.00
1/28/2025	United Dominion Realty Late Fees	1022	JIM	Reviewed message from class member and participated in phone call to answer her inquiries about the settlement.	0.40	\$1,200.00	\$480.00
1/29/2025	United Dominion Realty Late Fees	1022	LTF	Reviewed spreadsheet for fee and final approval motion.	0.20	\$1,250.00	\$250.00
1/29/2025	United Dominion Realty Late Fees	1022	JIM	Email exchanges with co-counsel and V. Sheehy about revising draft fee papers.	0.50	\$1,200.00	\$600.00
1/29/2025	United Dominion Realty Late Fees	1022	JLG	Reviewed materials from LTF (.2); asked JMF for template (.1); reviewed template (.1); started drafting fee motion (2.6).	3.00	\$525.00	\$1,575.00
1/29/2025	United Dominion Realty Late Fees	1022	JMF	Prepared pleading template.	0.30	\$400.00	\$120.00
1/30/2025	United Dominion Realty Late Fees	1022	LTF	Discussed final approval and fee motions with Jenna Gavenman and reviewed spreadsheets (.4); call with class member (.2).	0.60	\$1,250.00	\$750.00

Date	Matter	M No.	Initials	Description	Time	Rate	Total
1/30/2025	United Dominion Realty Late Fees	1022	JLG	Conf. w/LTF re: fee mtn materials (.1); reviewed time/expenses (.2); emailed team re: briefing split confusion (.1).	0.40	\$525.00	\$210.00
2/4/2025	United Dominion Realty Late Fees	1022	JLG	Started work on approval brief (2.8).	2.80	\$525.00	\$1,470.00
2/6/2025	United Dominion Realty Late Fees	1022	LTF	Email exchange with claims administrator regarding claims administrator declaration.	0.10	\$1,250.00	\$125.00
2/6/2025	United Dominion Realty Late Fees	1022	JLG	Continued work on final approval brief (3.5).	3.50	\$525.00	\$1,837.50
2/7/2025	United Dominion Realty Late Fees	1022	LTF	Email exchange with team regarding fee and final approval motion and Fisher declaration.	0.40	\$1,250.00	\$500.00
2/7/2025	United Dominion Realty Late Fees	1022	JLG	Continued working on final approval brief (4.4).	4.40	\$525.00	\$2,310.00
2/7/2025	United Dominion Realty Late Fees	1022	VAS	Prepared Fisher Declaration.	3.20	\$900.00	\$2,880.00
2/10/2025	United Dominion Realty Late Fees	1022	JLG	Finished drafting final approval brief (4.1); edited & circulated (.3).	4.40	\$525.00	\$2,310.00
2/10/2025	United Dominion Realty Late Fees	1022	VAS	Prepared Fisher Declaration.	2.30	\$900.00	\$2,070.00
2/11/2025	United Dominion Realty Late Fees	1022	LTF	Email exchange with team regarding final approval and fee motions.	0.40	\$1,250.00	\$500.00
2/11/2025	United Dominion Realty Late Fees	1022	JIM	Reviewed and commented on draft fee papers and supporting documents.	2.00	\$1,200.00	\$2,400.00
2/11/2025	United Dominion Realty Late Fees	1022	JLG	Conf. w/LTF re: updating motion (.1); reviewed RG/2 declaration (.5).	0.60	\$525.00	\$315.00
2/11/2025	United Dominion Realty Late Fees	1022	VAS	Prepared Fisher Declaration; revised Final Fee Brief.	2.00	\$900.00	\$1,800.00
2/12/2025	United Dominion Realty Late Fees	1022	LTF	Worked on final approval and fee motions and declarations and discussed same with Karen Valenzuela, Jenna Gavenman and Debbie Schroeder.	3.90	\$1,250.00	\$4,875.00
2/12/2025	United Dominion Realty Late Fees	1022	JIM	Reviewed email inquiry from RG2 about settlement administration; review and comment on draft plaintiff declaration.	0.40	\$1,200.00	\$480.00
2/12/2025	United Dominion Realty Late Fees	1022	JLG	Conf. w/JIM re: updating final approval (.1); updated per LTF (.5); circulate (.1); research reasonable rates per LTF & send research (1.0).	1.70	\$525.00	\$892.50
2/12/2025	United Dominion Realty Late Fees	1022	VAS	Responded to email from JIM; prepared email response to claimant.	0.70	\$900.00	\$630.00
2/13/2025	United Dominion Realty Late Fees	1022	JIM	Reviewed and commented on draft final approval brief.	1.00	\$1,200.00	\$1,200.00
2/13/2025	United Dominion Realty Late Fees	1022	VAS	Proofread FA Fee Brief and Fisher Declaration.	5.00	\$900.00	\$4,500.00

**Total:** 414.10                  \$396,167.50



**Bursor & Fisher, P.A. - Moulton v. United Dominion Realty, L.P., et al. Expenses**

\$788.06	Total Court Fees
\$2,388.07	Total Filing Fees
\$7.96	Total Meals and Entertainment
\$18,750.00	Total Mediation Fees
\$96.64	Total Postage and Delivery
\$458.80	Total Research Expense
\$243.44	Total Service of Documents
\$4,929.25	Total Transcript Fees
\$142.25	Total Travel Expense
<b>\$27,804.47</b>	<b>Total Expenses</b>

**Court Fees**

DATE	MATTER	AMOUNT	DESCRIPTION
2021.10.27	United Dominion Realty Late Fees	\$150.00	Clerk of the Court - San Bernardino-Jury Deposit
2021.11.20	United Dominion Realty Late Fees	\$4.00	San Bernardino E Pay
2021.11.23	United Dominion Realty Late Fees	\$94.00	CourtCall
2022.02.10	United Dominion Realty Late Fees	\$94.00	CourtCall
2022.03.16	United Dominion Realty Late Fees	\$40.00	Superior Courts
2022.04.13	United Dominion Realty Late Fees	\$94.00	Courtcall
2022.07.05	United Dominion Realty Late Fees	\$3.00	Superiorcourtsanbern
2022.08.12	United Dominion Realty Late Fees	\$8.50	Superior Court San Bernardino
2022.10.05	United Dominion Realty Late Fees	\$2.00	San Bernardino Superior Court
2022.10.29	United Dominion Realty Late Fees	\$94.00	Court Call
2022.11.04	United Dominion Realty Late Fees	\$9.50	San Bernardino Superior Court
2022.11.18	United Dominion Realty Late Fees	\$3.50	San Bernardino Superior Court
2022.11.23	United Dominion Realty Late Fees	\$2.50	San Bernardino Superior Court
2022.11.29	United Dominion Realty Late Fees	\$94.00	Court Call
2022.12.02	United Dominion Realty Late Fees	\$1.50	San Bernardino Superior Court
2023.05.24	United Dominion Realty Late Fees	\$72.00	Court Call
2023.06.05	United Dominion Realty Late Fees	\$2.50	San Bernardino Superior Court
2023.06.28	United Dominion Realty Late Fees	\$1.00	Public Portal Transact
2023.10.13	United Dominion Realty Late Fees	\$2.50	San Bernardino Superior Court
2024.01.26	United Dominion Realty Late Fees	\$2.50	San Bernardino Superior Court
2024.10.11	United Dominion Realty Late Fees	\$0.11	Courts/USSC-CA-San Bernardino
2024.10.11	United Dominion Realty Late Fees	\$2.50	Courts/USSC-CA-San Bernardino
2024.10.14	United Dominion Realty Late Fees	\$0.27	Courts/USSC-CA-San Bernardino
2024.10.14	United Dominion Realty Late Fees	\$6.00	Courts/USSC-CA-San Bernardino
2024.11.01	United Dominion Realty Late Fees	\$0.18	Courts/USSC-CA-San Bernardino
2024.11.01	United Dominion Realty Late Fees	\$4.00	Courts/USSC-CA-San Bernardino
		<b>\$788.06</b>	<b>Total Court Fees</b>

**Filing Fees**

DATE	MATTER	AMOUNT	DESCRIPTION
2021.09.08	United Dominion Realty Late Fees	\$1,000.00	Clerk of the Court - Filing fee complex
2021.09.22	United Dominion Realty Late Fees	\$41.53	First Legal - Filing fee
2021.10.07	United Dominion Realty Late Fees	\$478.50	First Legal - Complaint filing
2021.11.23	United Dominion Realty Late Fees	\$37.33	First Legal - Filing
2022.02.07	United Dominion Realty Late Fees	\$41.77	First Legal Network Insurance Services LLC
2022.02.24	United Dominion Realty Late Fees	\$38.97	First Legal Network Insurance Services LLC
2022.05.17	United Dominion Realty Late Fees	\$60.97	First Legal Network Insurance Services LLC
2022.07.27	United Dominion Realty Late Fees	\$80.74	First Legal Network Insurance Services LLC
2022.10.18	United Dominion Realty Late Fees	\$38.97	First Legal Network Insurance Services LLC
2022.12.06	United Dominion Realty Late Fees	\$38.97	First Legal Network Insurance Services LLC
2023.01.10	United Dominion Realty Late Fees	\$38.97	First Legal Network Insurance Services LLC
2023.06.13	United Dominion Realty Late Fees	\$41.42	First Legal Network Insurance Services LLC
2023.06.13	United Dominion Realty Late Fees	\$41.42	First Legal Network Insurance Services LLC
2023.11.03	United Dominion Realty Late Fees	\$41.42	First Legal Network Insurance Services LLC
2024.06.14	United Dominion Realty Late Fees	\$83.20	First Legal Network Insurance Services LLC

2024.08.09	United Dominion Realty Late Fees	\$44.15	First Legal Network Insurance Services LLC
2024.08.09	United Dominion Realty Late Fees	\$83.20	First Legal Network Insurance Services LLC
2024.11.08	United Dominion Realty Late Fees	\$44.15	First Legal Network Insurance Services LLC
2024.11.08	United Dominion Realty Late Fees	\$17.20	First Legal Network Insurance Services LLC
2022.08.17	United Dominion Realty Late Fees	\$95.19	First Legal Network Insurance Services LLC
		<b>\$2,388.07</b>	<b>Total Filing Fees</b>

#### Meals and Entertainment

DATE	MATTER	AMOUNT	DESCRIPTION
2024.01.22	United Dominion Realty Late Fees	\$7.96	Grubhub
		<b>\$7.96</b>	<b>Total Meals and Entertainment</b>

#### Mediation Fees

DATE	MATTER	AMOUNT	DESCRIPTION
2023.03.30	United Dominion Realty Late Fees	\$9,375.00	Judicate West
2023.10.17	United Dominion Realty Late Fees	\$9,375.00	Judicate West
		<b>\$18,750.00</b>	<b>Total Mediation Fees</b>

#### Postage and Delivery

DATE	MATTER	AMOUNT	DESCRIPTION
2021.11.03	United Dominion Realty Late Fees	\$19.57	GLS US
2023.09.25	United Dominion Realty Late Fees	\$34.27	FedEx
2024.01.15	United Dominion Realty Late Fees	\$42.80	FedEx
		<b>\$96.64</b>	<b>Total Postage and Delivery</b>

#### Research Expense

DATE	MATTER	AMOUNT	DESCRIPTION
2023.08.07	United Dominion Realty Late Fees	\$440.70	Pacer
2023.11.07	United Dominion Realty Late Fees	\$18.10	Pacer
		<b>\$458.80</b>	<b>Total Research Expense</b>

#### Service of Documents

DATE	MATTER	AMOUNT	DESCRIPTION
2021.10.07	United Dominion Realty Late Fees	\$243.44	First Legal - Complaint service
		<b>\$243.44</b>	<b>Total Service of Documents</b>

#### Transcript Fees

DATE	MATTER	AMOUNT	DESCRIPTION
2024.01.29	United Dominion Realty Late Fees	\$3,441.25	Veritext
2024.02.16	United Dominion Realty Late Fees	\$1,488.00	Veritext
		<b>\$4,929.25</b>	<b>Total Transcript Fees</b>

#### Travel Expense

DATE	MATTER	AMOUNT	DESCRIPTION
2024.01.15	United Dominion Realty Late Fees	\$142.25	Uber Trip
		<b>\$142.25</b>	<b>Total Travel Expense</b>