

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

DOUGLAS LYNCH, JARIEL ARIAS, KYLE JOHNSON, JANNA LAVERDIERE, ROBERT MAHON, and JEFFREY SANDERS, individually, and on behalf of all others similarly situated,

Plaintiffs,

v.

MOTOROLA MOBILITY LLC d/b/a MOTOROLA and LENOVO (UNITED STATES) INC.,

Defendants.

Case No. 1:16-cv-4524

The Honorable Gary Feinerman

SUPPLEMENTAL DECLARATION OF SCOTT GRZENCZYK IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND CERTIFICATION OF SETTLEMENT CLASSES AND PLAINTIFFS' MOTION FOR AN AWARD OF ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS

I, Scott Grzenczyk, declare as follows:

1. I am a senior associate at Girard Gibbs LLP. Girard Gibbs, along with Wexler Wallace LLP, is counsel for Plaintiffs Douglas Lynch, Jariel Arias, Kyle Johnson, Janna Laverdiere, Robert Mahon, and Jeffrey Sanders and court-appointed interim class counsel. I submit this declaration in support of Plaintiffs' Motion for Final Approval of Class Action Settlement and Certification of Settlement Classes and Plaintiffs' Motion for an Award of Attorneys' Fees, Expenses, and Service Awards. I have personal knowledge of the facts stated herein and, if called upon to do so, could and would testify competently thereto.¹

¹ Capitalized terms used in this declaration have the same meaning as set forth in the settlement agreement (attached as Exhibit A to the Declaration of Scott Grzenczyk in Support of Plaintiffs' Motion for Preliminary Approval of Proposed Class Action Settlement, Conditional Certification of Settlement Class, and Approval of Notice Plan (ECF No. 69, "Grzenczyk Declaration").

I. Background

2. Plaintiffs filed this case because Motorola failed to provide the warranty service promised under its express warranty and to otherwise administer its warranty in a reasonable manner. Motorola was acquired in 2014 by Lenovo, a company based in China. Plaintiffs believe that overly aggressive cost-cutting by Lenovo decimated Motorola's warranty servicing capability and led to lengthy delays, confusion, and complete breakdowns in warranty service. Plaintiffs and their counsel—Girard Gibbs LLP and Wexler Wallace LLP—pursued this litigation with the goal of remedying those deficiencies.

3. Like many consumer class actions, this case presented a number of obstacles that could have prevented Plaintiffs from succeeding. Motorola sought to dismiss the complaint on numerous grounds and also moved to strike Plaintiffs' class action allegations. As the Court noted during the August 17, 2017, preliminary approval hearing, Motorola "did have some very serious arguments in favor of at least partial dismissal, and in particular with respect to the viability of the various classes that were asserted in the complaint." Aug. 17, 2017 Hr'g Tr. at 10:8-11. With respect to certifying this case as a class action, the Court explained that, had the parties litigated, "there would have been non-trivial obstacles in the way of the plaintiffs certifying a class in the Rule 23 setting." *Id.* at 10:15-17.

4. Class Counsel were nonetheless able to negotiate a settlement that includes injunctive relief that will address the primary complaints of Motorola warranty customers. The settlement also provides monetary relief to those groups of Motorola customers for whom classwide relief could be negotiated using Motorola's records.

5. The settlement negotiations took months to complete. Motorola was hesitant to offer cash compensation or to agree to other key terms that Plaintiffs proposed. Because

Motorola's parent company is located overseas, it often took weeks—and in some instances over a month—for Motorola to respond to Plaintiffs' proposals. (Although this case was filed in early 2016, three different in-house counsel have been responsible for the case at one time or another). Motorola requested several continuances of scheduled status hearings as its attorneys waited for authority or attempted to resolve settlement-related issues. Class Counsel were able to work through these issues and ultimately negotiate a settlement that provides broad injunctive relief and cash compensation to any class member who makes the minimal effort of filing a claim.

II. Class Member Response to the Settlement

6. The response of class members to the settlement has been positive. Attached as **Exhibit 1** is true and correct copy of the November 6, 2017, status report from KCC ("KCC Report")—the notice and claims administrator in this matter—regarding the claims, objections, and exclusion requests submitted by class members.

7. The claims period began on September 13, 2017. There are approximately 375,000 persons in the classes, but only 21,775 class members are in the Damages Class and eligible to file damages claims. All class members will be entitled to the injunctive relief, and they will not release their damages claims unless they are also a member of the Damages Class. As for damage claimants, they are free to make a claim by simply verifying the information on a prepopulated claim form or, if needed, providing their contact information and a brief description of their claim. Claim forms can be submitted via regular mail or online at KCC's website. As of November 6, 2017, KCC had received 1,232 claims, and class members have an additional month to make claims. KCC Report. This equates to a claims rate of approximately 5.7%, which in my experience is typical in consumer class actions. KCC and Class Counsel are available to help class members who require assistance.

8. As of November 6, 2017, none of the 375,000-plus Injunctive Relief Class Members has objected to the Settlement. KCC Report. In addition, none of the 21,775 Damages Class Members has asked to be excluded from the Damages Class. *Id.* In my experience, the absence of objections or opt-outs in a class of this size is rare and a favorable reflection on the settlement.

9. The deadline for Settlement Class Members to submit objections, and for Damages Class Members to submit exclusion requests and claims, is December 6, 2017. Class Counsel will file a supplemental statement on December 20, 2017, addressing the final claims and opt-out rates, as well as any objections that might be received. At that time, Plaintiffs will also submit a declaration from KCC certifying that it provided the classes with notice consistent with the Notice Plan approved by the Court.

III. Estimated Settlement Value

10. At the August 17, 2017, preliminary approval hearing, the Court asked Class Counsel to provide, to the extent possible, an estimate of “the total possible recovery for the class.” Aug. 17 Hr’g Tr. at 13:3-8. Class Counsel’s estimate follows.

11. Because the potential recovery of the Damages Class is dependent on how many class members may be entitled to the various types of monetary relief offered under the settlement, I asked KCC to provide a summary of the composition of the Damages Class and claims received. Attached as **Exhibit 2** is a true and correct copy of an email I received from Jake Hack, Project Manager at KCC (“KCC Email”), regarding the notices distributed and claims submitted as of October 30, 2017.

12. KCC distributed notice via email and U.S. mail to 21,775 Damages Class Members. KCC Report. The notices were prepopulated based on the category of relief for

which Motorola's records indicated that a class member may be eligible. Notices were sent to 13,779 class members concerning delayed warranty service, 7,398 notices were sent concerning unreleased security deposit holds, and 598 notices were sent concerning instances in which a phone was sent to Motorola for warranty service but not returned. KCC Email.

13. For delayed warranty service, Damages Class Members are eligible to receive \$15 or \$20. Settlement, §§ 2.5.1.4 and 2.5.1.5. Using an average of \$17.50 per class member, the potential recovery for delayed warranty service is \$241,132.50 (13,779 multiplied by \$17.50).

14. For unreleased security deposit holds, eligible Damages Class Members are entitled to a release or repayment of the deposit. Settlement, § 2.5.1.2. The amount of the deposit ranges from \$99 to \$500 and is dependent on the type of device being sent to the class member under the Advanced Exchange Program. Using the midpoint of the deposit fee range (\$299.50), the potential total recovery for this group is \$2,215,701 (7,398 multiplied by \$299.50).

15. For unreturned devices, eligible Damages Class Members can receive either a new or like-new replacement device or repayment of the purchase price (accounting for depreciation). Settlement, § 2.5.1.3. All eligible unreturned device claimants are also entitled to \$20. *Id.* On Motorola's website, new phones sell for between \$130 and \$720 dollars, with a midpoint of \$425. In calculating the total potential recovery for unreturned device class members, we assume that half of the 598 class members elect to receive a replacement device instead of the purchase price repayment. The potential recovery for this group is \$127,075 (\$425 multiplied by 299). For the other half of the unreturned device class members—the half we assume will elect to receive cash—we again use an average of \$425 per phone and then apply a

52% depreciation rate as required by sections 1.7 and 2.5.1.3 of the Settlement.² The potential recovery for this group is \$60,996 (\$425 multiplied by 299 multiplied by .48). And all unreturned device class members are also entitled to \$20 cash, which equates to an additional \$11,960 (\$20 multiplied by 598). The total estimated potential recovery for unreturned device class members is \$200,031 (\$127,075 + \$60,996 + \$11,960).

16. The total possible recovery for Damages Class Members is thus \$2,656,864.50 (\$241,132.50 + \$2,215,701 + \$200,031).

17. As of October 30, 2017, KCC had received 1,166 claims (1,149 of those via email and 17 via U.S. mail). KCC Email. Of those claims, 260 were for aging related issues, 170 were related to security deposit issues, 20 were related to failures to return a device submitted for warranty service. KCC Email. At this point, KCC has not identified the specific issue for which a claim is being submitted in the remaining 716 claims. *Id.* Using these figures instead of the number of notices sent, the total estimated recovery for the Damages Class, based on claims submitted as of October 30, 2017, is \$61,955 for the 450 identified claims (\$4,550 for aging claims, \$50,915 for security deposit hold claims, and \$6,490 for unreturned device claims) and \$98,808 for the unidentified claims (assuming an average of \$138 per claim, which is the estimated average of the 450 identified claims).

18. The settlement also provides for non-monetary relief designed to prevent the types of warranty service failures underlying the claims of the Damages Class. Motorola will, for example, revise its Advanced Exchange Program procedures to allow customer service representatives to release security holds when a customer receives a replacement device that does not power on.

² The Settlement requires the application of IRS Publication 946, Appendix A, Table A-1 for 5-year property. 52% represents a two-year depreciation.

19. With respect to warranty service delays, Motorola will implement procedures to prevent the most common consumer complaints: long wait times after a customer sends its device to Motorola for warranty repairs (thus leaving the customer without a phone for an extended period). The wait times were often caused by the unavailability of replacement devices. To address this problem, Motorola representatives will be able to view Motorola's replacement device inventory before allowing a warranty claim to be initiated. Motorola will also increase the availability of upgraded replacement devices to avoid long wait times for replacement products. And twice a day Motorola will review all open work orders and identify and contact customers whose warranty claims are at risk of becoming stale. Although the value of the injunctive relief cannot be monetized with precision, it is worth noting that the Injunctive Relief Class consists of over 375,000 individuals. On the open market, one-year phone warranties are sold for approximately \$85.³ The class period for the injunctive relief class is approximately five years, meaning that it includes 75,000 people per year. Motorola's warranty provides coverage for one year, and the value of functioning warranties for 75,000 individuals is \$6,375,000.

IV. Girard Gibbs' Attorneys' Fees and Expenses

20. After the Court granted preliminary approval on August 17, 2017, the parties discussed a possible negotiated resolution of Plaintiffs' fee request. The parties have exchanged good faith proposals and counter-proposals, but were unable to reach agreement. It is Plaintiffs' understanding that Motorola opposes the entirety of Plaintiffs' request for attorneys' fees, expenses, and service awards.

³ Boost Mobile, for example, provides phones warranties for \$7 per month (<https://www.boostmobile.com/#!/shop/plans/phone-insurance/>). Square Trade (a division of Allstate) provides 1-year warranties for \$89 (<https://www.squaretrade.com/988a/smartphone-warranty>).

A. Attorneys' Fees

21. In prosecuting and successfully resolving this case, Girard Gibbs spent 1,145.8 hours of attorney time, with a resulting lodestar of \$593,022.50. The firm's lodestar reflects efficient staffing, hours that were reasonably expended for the benefit of the classes, and rates that are consistent with prevailing market rates.

22. Girard Gibbs' lodestar is conservative. The lodestar is based on hourly rates that are below the firm's customary rates, which are paid by the firm's fee-paying clients and have been approved by courts across the country. In addition, the lodestar only reflects time spent through August 17, 2017—the date the Court preliminarily approved the settlement. Since that time, I have worked with co-counsel at Wexler Wallace and counsel for Motorola to implement the Notice Plan and prepared the final approval papers. I anticipate that Girard Gibbs will continue to spend time on this matter preparing the December 20 supplemental submission, responding to objections (if any), appearing at the December 21 fairness hearing, and working with Motorola on any issues that may arise with class member claims. None of this time is reflected in the firm's lodestar calculation for the purposes of this submission.

1. Litigation Team

23. Girard Gibbs is distinguished as a National Tier 1 law firm for class action litigation in the 2013-2016 "Best Law Firms" lists, an annual survey published in *U.S. News & World Report*. The *National Law Journal* named Girard Gibbs to its "Plaintiffs' Hot List," a selection of top plaintiffs' firms recognized for high-profile victories. The firm has repeatedly been appointed to leadership positions by federal and state courts in a variety of substantive legal contexts, including consumer protection cases. Additional information about the firm and its attorneys can be found on the firm's resume, which was previously filed as ECF 69-2.

24. Girard Gibbs staffed this case with a team of experienced class action attorneys who performed tasks based on their skills, expertise, and experience.

25. Daniel Girard: Mr. Girard is the managing partner of Girard Gibbs and has successfully represented consumers in class actions for over twenty years. He was appointed by the Chief Justice of the Supreme Court to serve on the United States Judicial Conference's Advisory Committee on Civil Rules from 2004-2010 and was appointed by Chief Justice John Roberts to serve on the Standing Committee on Rules of Practice and Procedure beginning October 1, 2015. Mr. Girard is a member of the Business Law Section of the American Bar Association and a past Chair of the Business Law Section's Subcommittee on Class Actions. *Best Lawyers* selected Mr. Girard for *The Best Lawyers in America* (2012-2013) for his work in class action and securities litigation, and also named him the 2013 "Lawyer of the Year" in San Francisco for Mass Tort Litigation/Class Actions - Plaintiffs. He has been consistently honored as a Northern California Super Lawyer (2007-2017), and has also earned the distinction of being included in the "Top 100 Super Lawyers" in Northern California.

26. Mr. Girard supervised the litigation on behalf of Plaintiffs, appeared before the Court on three occasions, and regularly conferred with Motorola regarding the litigation and settlement, including two in-person meetings.

27. Jordan Elias: Mr. Elias is a partner at Girard Gibbs who specializes in the prosecution of consumer and antitrust class actions. He has written numerous briefs that resulted in favorable decisions to consumers, including *Pavoni v. Chrysler Group, LLC*, 789 F.3d 1095 (9th Cir. 2015); *In re Cipro Cases I & II*, 61 Cal. 4th 116 (2015); and *Sullivan v. DB Investments, Inc.*, 667 F.3d 273 (3d Cir. 2011) (en banc). Before joining Girard Gibbs, Mr. Elias spent several

years at Lieff Cabraser Heimann & Bernstein where he pursued claims against monopolists and price-fixing cartels and against the nation's largest banks for deceptive practices.

28. Mr. Elias oversaw the preparation of Plaintiffs' complaints and legal briefs, argued the opposition to Motorola's motion to dismiss, and participated in the firm's discovery and settlement efforts.

29. Esfand Nafisi: Mr. Nafisi was a senior associate with Girard Gibbs who focused his practice on consumer protection matters. Mr. Nafisi was responsible for investigating Plaintiffs' claims, as well as discovery and pleadings. Mr. Nafisi attended two conferences before the Court and in-person meetings with Motorola's counsel.

30. Scott Grzenczyk: Mr. Grzenczyk is an experienced associate with the firm who has litigated consumer, employment, and antitrust class actions for over six years. He served as the firm's second chair attorney in *In re Hyundai and Kia Fuel Economy Litigation* and currently serves that role in *In re Lidoderm Antitrust Litigation*. He has litigated cases throughout the country—including the federal district courts for the Central District of California, Eastern District of California, Northern District of California, Southern District of California, Guam, Northern District of Illinois, and Southern District of New York—and has argued before the Ninth Circuit Court of Appeals on multiple occasions.

31. Mr. Grzenczyk drafted a motion to compel that Plaintiffs filed in December 2016, oversaw discovery meet and confers thereafter, and managed all aspects of the litigation once it moved into the settlement phase.

32. Simon Grille: Mr. Grille is a junior associate with the firm who focuses on consumer protection matters. Mr. Grille helped investigate Plaintiffs' claims; drafted pleadings, legal briefs, and discovery requests and responses; and reviewed documents.

33. Additional Girard Gibbs junior associates and paralegals performed document review, legal research, client intake and other tasks, which have not been billed to the case and are accordingly not described in this declaration.

2. Work Performed

34. The firm's lodestar is based the following hours expended by Girard Gibbs' professionals:

Name	Title	Experience	Hours	Rate	Lodestar
Daniel Girard	Partner	23 years	169.9	\$875	\$148,662.50
Jordan Elias	Partner	13 years	131.1	\$625	\$81,937.50
Esfand Nafisi	Sr. Associate	7 years	444	\$450	\$199,800.00
Scott Grzenczyk	Sr. Associate	6 years	164.3	\$450	\$73,935.00
Simon Grille	Associate	3 years	236.5	\$375	\$88,687.50
Total:			1,145.8	\$518	\$593,022.50

35. The summary information in this chart was drawn from detailed time records that were contemporaneously maintained by the professionals at Girard Gibbs. I have carefully reviewed the firm's daily time records and exercised billing judgment to eliminate any duplication and work that was not performed for the benefit of the class. I have, for example, excluded time spent reviewing the firm's billing records and excessive time spent conducting legal research. I believe that the time recorded in this matter is reasonable in light of the needs of the case and the services we performed.

36. At the August 17, 2017, preliminary approval hearing, the Court stated that it did not require daily time records. I have thus not attached daily time records but have instead summarized my firm's time and divided it into five categories:

Category	Hours	Lodestar
Investigation / Complaint	165.6	\$83,905.00
Case Management Before Motion to Dismiss Filing	81.5	\$56,655.00
Case Management and Motion Practice After Motion to Dismiss Filing	328.4	\$178,340.00
Discovery	368.4	\$168,850.00
Settlement Negotiations	201.9	\$105,272.50

37. **Investigation / Complaint:** On April 21, 2016, Plaintiff Douglas Lynch filed a class action complaint alleging that Motorola failed to provide warranty service consistent with its warranty obligations. Before and after the filing of the complaint, Girard Gibbs researched Motorola's warranty program and reviewed consumer complaints to identify the key deficiencies in Motorola's administration of its warranty program. The firm also researched the federal and state law applicable to Plaintiff Lynch's claims.

38. After the filing of the complaint, Girard Gibbs continued to speak with consumers who, like Mr. Lynch, reported receiving inadequate warranty service from Motorola. Girard Gibbs researched the legal remedies available to these individuals. On May 18, 2016, Class Counsel filed an amended complaint adding additional plaintiffs that broadened the scope of the putative classes. Girard Gibbs continued its investigation to further refine its claims and prepare for discovery.

39. **Case Management Before Motion to Dismiss Filing:** Mr. Girard and Mr. Nafisi traveled to Chicago for the Rule 26(f) conference and Girard Gibbs took the lead in drafting the parties' Rule 26(f) statement. While in Chicago, counsel met with the Wexler Wallace attorneys to plan case strategy. Mr. Girard and Mr. Nafisi also attended the initial case management hearing in Chicago, and Mr. Girard traveled to Chicago to attend the August 15, 2016 status hearing.

40. **Case Management and Motion Practice After Motion to Dismiss Filing:**

Motorola filed its motion to dismiss on July 17, 2016. Girard Gibbs was primarily responsible for preparing Plaintiffs' opposition, including researching the federal and state warranty laws under which Plaintiffs brought their claims. Motorola's motion also sought to strike Plaintiffs' class action allegations. Although the litigation did not proceed to class certification, Girard Gibbs and Wexler Wallace spent considerable time developing arguments in support of class certification. Mr. Elias traveled to Chicago to argue the motion on behalf of Plaintiffs.

41. Girard Gibbs also prepared Plaintiffs' motion for appointment of Girard Gibbs and Wexler Wallace as interim class counsel. The Court granted the motion on August 29, 2016.

42. Girard Gibbs and Wexler Wallace continued to manage the litigation. Mr. Elias and Mr. Nafisi prepared for and attended by telephone a status conference with the Court on November 28, 2016. Mr. Girard and Mr. Grzeczyk attended the January 25, 2017, status conference and—along with attorneys from Wexler Wallace—met with Motorola to discuss settlement and overall case status.

43. **Discovery:** Prior to entering into a term sheet and focusing on settlement, Class Counsel pursued both party and non-party discovery and responded to discovery from Motorola.

44. In the summer of 2016, the parties exchanged initial disclosures under Fed. R. Civ. P. 26(a)(1) and prepared a confidentiality order. Girard Gibbs and Wexler Wallace drafted discovery, including two sets of documents requests, interrogatories, and a Federal Rule of Civil Procedure 30(b)(6) deposition notice. To prepare their requests, the firms researched the types of evidence they would need to litigate the case through trial, including class certification. Girard Gibbs reviewed documents produced by Motorola.

45. Girard Gibbs took the lead in responding to Motorola's discovery requests, and worked with Wexler Wallace to respond to the twenty-three document requests and nineteen interrogatories served on each of the seven named plaintiffs. Motorola requested, for example, all documents "relating to any injury or damage" suffered by Plaintiffs and "all documents" that support each of Plaintiffs' claims. Girard Gibbs—and in particular Mr. Nafisi and Mr. Grille—worked with the named plaintiffs to search for and produce documents and prepare responses to Motorola's interrogatories.

46. In December 2016, after numerous meet and confer sessions, Plaintiffs filed a motion to compel the production of documents responsive to Plaintiffs' Second Set of Requests for Production of Documents and provide a witness to testify in response to Plaintiffs' Notice of Deposition Pursuant to Fed. R. Civ. P. 30(b)(6). The Court directed the parties to continue to meet and confer, which they did. The parties resolved the dispute. Motorola produced additional documents pursuant to the compromise.

47. Class Counsel also served subpoenas on third-party resellers of Motorola devices such as AT&T, Best Buy, Sprint, T-Mobile, U.S. Cellular, Verizon, and Walmart. Mr. Nafisi met and conferred with those third-parties and reviewed the documents ultimately produced.

48. **Settlement:** At a January 24, 2017, in-person meeting among Mr. Girard, Mr. Grzenczyk, co-counsel Wexler Wallace, and counsel for Motorola, the parties agreed to the basic structure of the settlement. Over the course of the next several months, Plaintiffs exchanged drafts of a settlement term sheet with Motorola and met and conferred with Motorola's counsel on key issues, including whether Motorola would provide cash compensation or coupons. Class Counsel reviewed the discovery provided by Motorola to identify several types of claims for which it would be possible to provide monetary compensation on a class-wide basis. While

Motorola argued that it would still have individualized defenses to these claims, the parties were able to negotiate specific relief and a claims administration procedure that allows class members to obtain monetary relief while preserving Motorola's ability to present its defenses in a streamlined fashion during the claims process.

49. By March 16, 2017, the parties had agreed to a term sheet and began to reduce the term sheet to a written settlement agreement. Mr. Grzenczyk drafted the initial version of the settlement agreement and, along with Wexler Wallace, went through several rounds of revisions with Motorola. Mr. Grzenczyk also met and conferred with Motorola concerning the terms of the settlement, the class definitions, the inclusion of future warranty claimants, the notice and claims process, and performed necessary legal research.

50. During the settlement negotiations, Class Counsel usually provided feedback to Motorola within a week. Motorola, on the other hand, often took weeks—sometimes over a month—to provide feedback to Plaintiffs. The Court scheduled several status conferences, many of which needed to be continued because Motorola had not responded to Plaintiffs' settlement proposals. Plaintiffs worked diligently and professionally with Motorola's experienced counsel to manage the case and move the settlement forward under the circumstances.

51. Once the parties finalized the settlement agreement, Mr. Grzenczyk took the lead in drafting the motion for preliminary approval, which was submitted on August 14, 2017. Mr. Grzenczyk and counsel from Wexler Wallace participated in the preliminary approval hearing on August 17, 2017, and the court preliminarily approved the settlement later that day.

52. While Mr. Grzenczyk was the primary negotiator on behalf of Girard Gibbs, Mr. Girard oversaw the settlement negotiations on behalf of Plaintiffs.

3. Hourly Rates

53. In recognition of the prevailing rates in this Circuit, Girard Gibbs's lodestar is based on rates that are below its customary rates.

Attorney or Staff Member	Customary Rate	Requested Rate
Daniel C. Girard	\$900	\$875
Jordan Elias	\$695	\$625
Esfand Nafisi	\$550	\$450
Scott Grzenczyk	\$525	\$450
Simon Grille	\$425	\$375

54. As a result of using rates below its customary rates, Girard Gibbs reduced its lodestar by over \$81,000.

55. The firm's customary rates are what the firm charges for our services in non-contingent matters. The firm's fee-paying clients have paid the following rates in recent years in non-contingent matters:

- Matter #1 (2016)⁴: \$875 for Mr. Girard, \$615 for Mr. Elias, and \$400 for Mr. Grille.
- Matter #2 (2015): \$845 for D. Girard, \$385 for junior associate, and \$185 for paralegal
- Matter #3 (2014): \$845 for D. Girard, \$650 and \$545 for other partners, and \$190 for paralegals

56. In addition, based on my professional experience and my knowledge of the type and caliber of the work performed in this matter, I believe Girard Gibbs's billing rates are commensurate with the rates charged by other firms with similar experience and expertise in the field. The firm's customary hourly rates have recently been approved by courts in the following matters:

⁴ The firm's work in these matters and the identity of the client is confidential.

- *In re Yahoo Mail Litigation*—Partners (\$545-\$875); Associates (\$350-\$460); Senior Counsel (\$525). No. 13-cv-04980, 2016 WL 4474612, at *9 (N.D. Cal. Aug 25, 2016) (order approving Girard Gibbs’ rates); ECF 201 (Aug. 17, 2016) (statement listing billing rates for Girard Gibbs attorneys).
- *Corona v. Sony Pictures Entertainment*—Partners (\$545-\$845); Associates (\$350-\$385); Litigation Assistant (\$185). No. 14-cv-09600-RGK-E, ECF 166 at 2 (C.D. Cal. Apr. 12, 2016) (order finding rates reasonable); *id.*, ECF 159-2 (Feb. 17, 2016) (chart with Girard Gibbs’ hourly rates).
- *In Re High Tech Employee Antitrust Litigation*—Partners (\$565-\$845); Associates (\$350-\$385); Paralegals (\$190). No. 11-cv-02509, 2015 WL 5158730, at *9 (N.D. Cal. Sept 2, 2015) (order approving Girard Gibbs’ billing rates); ECF 1069 (May 7, 2015) (Girard Declaration with Girard Gibbs’ hourly billing rates).
- *Skold v. Intel Corp.*—Partners (\$545-\$845); Associates (\$300-\$440). No. 1:15-cv-039231 ECF 589 (Santa Clara County Superior Court Jan. 29, 2015) (order approving negotiated fee based on lodestar).
- *In re Lehman Brothers Securities and Erisa Litigation*—Partners (\$545-\$845); Associates (\$300-\$480). No. 1:08-cv-05523-LAK-GWG, ECF 563 (S.D.N.Y. Apr. 1, 2014) (order approving requested fee); No. 1:09-md-2017-LAK, ECF 1322 (Nov. 5, 2013) (Girard Declaration stating hourly rate ranges).

57. And as set forth in Plaintiffs’ motion, the case law and studies regarding hourly rates in the Chicago area for consumer class action litigation support Girard Gibbs’s proposed rates. Attached as **Exhibit 3** is a true and correct copy of excerpts of the 2015-2016 United States Consumer Law Attorney Fee Survey Report.

B. Expenses

58. Girard Gibbs incurred a total of \$20,467.82 in unreimbursed out-of-pocket expenses this matter, which are listed below. The expenses were necessary to our representation of Plaintiffs in this matter.

Expense Type	Expenses
Copies	\$1,534.50
Court Fees	\$51.00
Long Distance	\$47.16
Messengers / Process Service	\$2,011.50
Third-Party Subpoena Costs	\$2,500.00
Research	\$3,460.51
Travel / Lodging / Meals	\$10,863.15
Total	\$20,467.82

59. These expenses are reflected in Girard Gibbs' books and records.

60. Much of the firm's expenses were for travel to Chicago to attend status conferences, the hearing on Motorola's motion to dismiss, and in-person meetings with counsel for Motorola. The remainder of the expenses were largely dedicated to legal research for Plaintiffs' opposition to Motorola's motion to dismiss and settlement briefing, service of third-party subpoenas, and costs incurred by third parties (and paid by Girard Gibbs) in responding to the subpoenas.

V. Service Awards

61. Plaintiffs have requested the payment of \$600 each in recognition of their service during the litigation, which led to a settlement covering hundreds of thousands of class members. In my opinion, the modest service awards are warranted to acknowledge the efforts of these individuals and the benefits their service have provided to the classes.

62. Each of the Plaintiffs spent significant time discussing their claims with Class Counsel. These discussions allowed Class Counsel to identify the appropriate claims to include in the complaint. Throughout the litigation, each of the Plaintiffs has remained active and available, and has responded to questions from Class Counsel.

63. Each Plaintiff produced documents in response to Defendants' document requests, and cooperated with Class Counsel in the preparation of responses to Defendants' interrogatories.

64. Plaintiffs also discussed the terms of the proposed Settlement, asked questions, and ensured that they fulfilled their obligations as class representatives to ensure that the settlement was fair and reasonable. In my opinion, each Plaintiff put the interests of the class ahead of their own throughout this process.

65. I have been the main point of contact with Plaintiffs during settlement negotiations, and have made no promises to any Plaintiff regarding the receipt of service awards. To the contrary, Plaintiffs were informed that it will be up to the Court to decide whether service awards are appropriate and, if so, in what amount.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed November 8, 2017, in Chicago, Illinois.

/s/ Scott Grzenczyk
Scott Grzenczyk

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was filed using this Court's CM/ECF service, which will send notification of such filing to all counsel of record on this 8th day of November 2017.

/s/ Scott Grzenczyk

Scott Grzenczyk

EXHIBIT 1



11/6/2017

Weekly Case Status Report

3301 Kerner Blvd
San Rafael, CA 94901
(415) 461-0410

SR. PROJECT MANAGER Kenneth Jue
Direct Telephone: (415) 458-3045
Email: kenneth.jue@gilardi.com

Mailing Date: 9/13/2017
Claims Filing Deadline: 12/6/2017
Opt-out Deadline: 12/6/2017
Final Approval Hearing: 12/21/2017

PROJECT MANAGER Jake Hack
Direct Telephone: (415) 798-5954
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PLAINTIFF(S) COUNSEL

Scott Grzenczyk
Girard Gibbs LLP

DEFENSE COUNSEL

Dan Raymond
Stepoe & Johnson LLP

<i>Lynch v. Motorola</i>	
Total class members	21775
Total opt-outs:	0
% opt-outs:	0.00%
Total claim forms:	1,232
% claim forms:	5.66%

Date	Notification Mailings				Claim Forms			Correspondence	
	Notices E-Mailed	Notices Mailed	RUM ¹	RUM Remailed	Total Timely Claims Received	Timely Claims Received (Mail)	Timely Claims Received (Website)	Timely Opt-Outs Received	Objections Received
9/13/2017	20,378	1,339	0	0	0	0	0	0	0
9/22/2017	0	2,548	0	0	547	0	547	0	0
10/2/2017	0	0	181	0	232	0	232	0	0
10/9/2017	0	0	221	0	140	0	140	0	0
10/16/2017	0	0	26	208	135	15	120	0	0
10/23/2017	0	0	93	0	53	2	51	0	0
10/30/2017	0	0	5	42	59	0	59	0	0
11/6/2017	0	0	23	5	66	5	61	0	0
Total:	20,378	3,887	549	255	1,232	22	1,210	0	0

NOTES ¹RUM is an acronym for Returned Undeliverable Mail, indicating mail returned by the United States Postal Service (USPS).

The numbers and statistics on this report are for your reference only and will change throughout the administration process. Final numbers and statistics shall be provided by the Senior Project Manager once response deadlines have passed and all responses have been properly validated.

EXHIBIT 2

Subject: (MOL) Lynch v. Motorola Weekly Report 10/30
Date: Monday, October 30, 2017 at 4:30:35 PM Central Daylight Time
From: H. Jake Hack
To: Scott Grzenczyk, 'Raymond, Daniel (draymond@Steptoe.com)'
CC: Ryanne Cozzi, Tricia Solorzano, Daniel Burke, Patrick Passarella, Kenneth Jue, 'mrm@wexlerwallace.com'

Hi Scott,

Below are the relevant counts per your request:

Physical Mail: 1,339
Email: 20,436

Aging: 13,779
Deposit: 7,398
No Return: 598

Email Bounceback after Original Email blast: 2,548

Claims to date per Subclass:

Aging: 260
Deposit: 170
No Return: 20

Unknown Claims Filed: 716

Let me know if you have any other questions.

Thanks,
Jake Hack
Project Manager, Class Action Services
T: 415.798.5954
KCC | 462 S 4th Street, Louisville, KY 40202
www.kccllc.com

From: Scott Grzenczyk [mailto:smg@girardgibbs.com]
Sent: Monday, October 30, 2017 2:45 PM
To: H. Jake Hack; 'Raymond, Daniel (draymond@Steptoe.com)'
Cc: Ryanne Cozzi; Tricia Solorzano; Daniel Burke; Patrick Passarella; Kenneth Jue; 'mrm@wexlerwallace.com'
Subject: Re: (MOL) Lynch v. Motorola Weekly Report 10/30

Thanks Jake. Can you let us know:

1. How many notices were sent for each category of class members (*i.e* aging, deposit, no return)?
2. How many claims have been received for each category of class members (*i.e* aging, deposit, no return)?

Scott

Scott M. Grzenczyk
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From: "H. Jake Hack" <jhack@kccllc.com>
Date: Monday, October 30, 2017 at 12:41 PM
To: "'Raymond, Daniel (draymond@steptoe.com)'" <draymond@steptoe.com>, Scott Grzenczyk <smg@girardgibbs.com>
Cc: Ryanne Cozzi <Ryanne.Cozzi@kccllc.com>, Tricia Solorzano <Tricia.Solorzano@kccllc.com>, Daniel Burke <Daniel.Burke@kccllc.com>, Patrick Passarella <ppassarella@kccllc.com>, "Kenneth.Jue@gilardi.com" <Kenneth.Jue@gilardi.com>, "'mrm@wexlerwallace.com'" <mrm@wexlerwallace.com>
Subject: RE: (MOL) Lynch v. Motorola Weekly Report 10/30

Hi Dan/Scott,

Attached is the Weekly Report as of today, 10/30.

Please let me know if you have any questions.

Thanks,
Jake Hack
Project Manager, Class Action Services
T: 415.798.5954
KCC | 462 S 4th Street, Louisville, KY 40202
www.kccllc.com

Please visit the following website to read the KCC legal notice:
<http://www.kccllc.com/Email-Disclaimer/>

EXHIBIT 3

UNITED STATES CONSUMER LAW

ATTORNEY FEE SURVEY REPORT

2015-2016



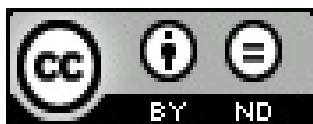
Ronald L. Burdge, Esq.

**United States Consumer Law
Attorney Fee Survey Report 2015-2016**

Survey Conducted By
and
Survey Report Authored By

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September 1, 2017

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Illinois, Chicago

Firm Size	3.67
Median Years in Practice	15.5
Concentration of Practice in Consumer Law	93.3
Primary Practice Area	Consumer Law
Secondary Practice Area	Bankruptcy
Last Time Rate Change Occurred (months)	11.9
Median Number of Paralegals in Firm	3.0
Average Paralegal Rate for All Paralegals	113
Average Attorney Rate for All Attorneys	456
25% Median Attorney Rate for All Attorneys	350
Median Attorney Rate for All Attorneys	450
75% Median Attorney Rate for All Attorneys	600
95% Median Attorney Rate for All Attorneys	700

Median Rate for Practice Areas

	Median
Attorneys Handling Bankruptcy Cases	388
Attorneys Handling Class Action Cases	510
Attorneys Handling Credit Rights Cases	475
Attorneys Handling Mortgage Cases	475
Attorneys Handling Vehicle Cases	450
Attorneys Handling TCPA Cases	500
Attorneys Handling Other Cases	475

Experience Variable Table

Years Practicing Consumer Law	Average Attorney Hourly Rate
<1	250
1-3	300
3-5	305
6-10	429
11-15	447
16-20	525
21-25	515
26-30	563
31-35	300
36-40	575
41+	650

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September 1, 2017

United States Consumer Law Attorney Fee Survey for 2015-2016

Attorneys in every state and the U.S. Territories took part in this national survey of Consumer Law attorneys and their law practice economics. The results of this exhaustive and peer reviewed survey continues the trend of being the most comprehensive since this continuous research work began in 1999.

This Survey Report publishes the results of the United States Consumer Law Attorney Fee Survey for 2015-2016. This Survey Report continues to be the only national survey of Consumer Law practitioners in the United States. Since the first Survey Report was published in 2000 the reported data has been used in more than 35 jurisdictions, including state and federal courts, the U.S. Court of Federal Claims, the U.S. Department of Justice, the U.S. Department of Labor, and the American Arbitration Association to determine reasonable attorney fee rates, resulting in more than \$7.9 million in awards across the United States.

The Survey Report provides data for the entire United States, Washington D.C., Puerto Rico, the U.S. Virgin Islands, and 98 greater metropolitan areas. From Cape Coral, Florida to Eugene, Oregon, from San Diego, California to Hartford, Connecticut, and points in between, this survey provides hourly rates for attorneys and paralegals, average years in practice, and far more information.



Practicing Attorney and Survey Editor, Ronald L Burdge

The data published here will help the bench, the bar, and attorneys everywhere to understand the economics of practicing law in the Consumer Law field nationally.

In deciding a contested attorney fee motion in a fee-shifting case, Senior United States District Judge James C. Fox ruled that the *U.S. Consumer Law Attorney Fee Survey Report* was more persuasive than the National Law Journal's fee survey and the U.S. Attorney's Laffey Matrix in Consumer Law cases. After reviewing the more general survey and data, Judge Fox turned to the Survey Report and said "The court does, however, find the evidence in the *United States Consumer Law Attorney Fee Survey* to be persuasive." *LaFountain, Jr v. Paul Benton Motors of North Carolina, LLC*, 2010 U.S. Dist. LEXIS 121631, 2010 WL 4457057 (E.D. NC, Nov. 5, 2010).

You can get download your own free copy of the new, 403 page 2015-2016 Survey Report from NACA, NCLC, NACBA web sites or by just participating in the next survey. Go to: www.tinyurl.com/GetFeeSurvey