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12 *Class Counsel*

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

16  
17 **IN RE EXPERIAN DATA BREACH**  
18 **LITIGATION**

Case No. 8:15-cv-01592 AG (DFMx)

Hon. Andrew J. Guilford

19 **DECLARATION OF DANIEL S.**  
20 **ROBINSON IN SUPPORT OF**  
21 **MOTION FOR CLASS**  
22 **REPRESENTATIVE SERVICE**  
23 **AWARDS AND ATTORNEYS'**  
24 **FEES AND EXPENSES**

Date: May 6, 2019

Time: 10:00 a.m.

Room: Court 10D

Hon. Andrew J. Guilford, presiding

1 I, Daniel S. Robinson, declare as follows:

2 1. I am an attorney duly licensed to practice before all courts of the State  
3 of California and am admitted to practice in this Court. I am a partner at Robinson  
4 Calcagnie, Inc. (“RC”), and am one of the Class Counsel appointed by the Court in  
5 this Action. I have personal knowledge of the matters stated herein and, if called  
6 upon, I could and would competently testify thereto. I submit this Declaration in  
7 support of Plaintiffs’ Motion for Attorneys’ Fees and Expenses and for Class  
8 Representative Service Awards.

9 2. Attached as **Exhibit 1** is a true and correct copy of my firm’s resume,  
10 which includes my curriculum vitae.

11 3. RC, along with my Co-Lead Counsel, Tina Wolfson of Ahdoot &  
12 Wolfson, PC (“AW”), and other counsel, vigorously and zealously represented the  
13 interests of the proposed Settlement Class from the inception of this hard-fought  
14 litigation until the present. Experian is one of the three largest credit reporting  
15 bureaus in the United States and is represented by one of the largest and most  
16 preeminent law firms in the country. Experian vigorously defended against  
17 Plaintiffs’ claims throughout the course of this Litigation.

18 4. The Settlement is the result of significant litigation efforts by Class  
19 Counsel and other Plaintiffs’ Counsel, including *inter alia*, extensive discovery on  
20 both sides with numerous discovery disputes, substantial law and motion practice,  
21 nearly one year of settlement negotiations that included three full-day mediation  
22 sessions (on March 15, 2017 with the Honorable Margaret A. Nagle (Ret.), on July  
23 28, 2017 with the Honorable Carl J. West (Ret.) and on January 26, 2018 with the  
24 Honorable Jay C. Gandhi (prior to his retirement)), extensive ongoing negotiation  
25 efforts between counsel, and memorializing and getting preliminary approval of the  
26 Settlement. The Settlement secures a significant recovery for the Class and is one of  
27 the most successful results achieved in a data breach case.

28

1           5.       The value of the Settlement based on the claims rate as of the filing of  
2 this Motion is approximately \$100,021,212.48. Pursuant to the Settlement,  
3 Defendants will pay \$22 million into a non-reversionary Settlement Fund that will be  
4 used to provide robust Credit Monitoring and Insurance Services, cash payments, and  
5 other benefits to any of the 14,931,074<sup>1</sup> Class Members who submit a valid claim.  
6 With the money Experian spent on remediation efforts and upgrades of its data  
7 security systems and protocols as a result of this litigation and the Settlement (at least  
8 \$11.7 million), the total value of the Settlement rises to \$33.7 million. This \$33.7  
9 million valuation is increased by the value of Credit Monitoring and Insurance  
10 Services Class Members receive, based on those services' \$19.99 per month retail  
11 value, before excluding the costs of delivering those services under the Settlement,  
12 which are detailed in Paragraph 35 below. As detailed in Paragraphs 43 and 44  
13 herein, these benefits yield a value of \$66,321,212.48 at the current reported claim  
14 numbers, increasing the total value of the Settlement to \$100,021,212.48.

15                   **THE CLASS REPRESENTATIVES DESERVE THE REQUESTED**  
16                                   **MODEST SERVICE AWARDS**

17           6.       Declarations from each of the proposed Class Representatives were  
18 attached as Exhibit 2 to the Declaration of Tina Wolfson in Support of Preliminary  
19 Approval. (Dkt. 286-3.) Each of these Class Representatives did everything  
20 required to represent the interests of the Class in this litigation. In addition to the  
21 efforts Class Representatives undertook in retaining their respective counsel, they  
22 went through a rigorous vetting process that Class Counsel implemented. This  
23 process included providing extensive information regarding the harms they suffered  
24 as a result of the Data Breach, completing extensive questionnaires, searching for  
25 and providing documents and telephone interviews with Class Counsel or members

26 \_\_\_\_\_  
27 <sup>1</sup> As explained in the Declaration of Lana Lucchesi ("Lucchesi Decl."), the Class size  
28 was reduced through de-duplication from 15,926,817 to 14,931,074 unique Class  
Members. *Id.* ¶ 2.

1 of the Plaintiffs’ Steering Committee (“PSC”). The Class Representatives also  
2 assisted Class Counsel in responding to 12 requests for production and 22  
3 interrogatories served on them by Experian, including ongoing meet and confer  
4 efforts regarding their original responses. The Class Representatives also remained  
5 in contact with Plaintiffs’ Counsel throughout the litigation, promptly responding  
6 to our inquiries for further information and communicating with Plaintiffs’ Counsel  
7 to keep up to date on the status of the litigation. Each of the Class Representatives  
8 also communicated with Plaintiffs’ Counsel regarding the terms of the Settlement  
9 and reviewed the Settlement Agreement.

10 **THE COMMENCEMENT OF THE LITIGATION AND PLAINTIFFS’**  
11 **SELF-ORGANIZATION EFFORTS**

12 7. As detailed in Plaintiffs’ Consolidated Class Action Complaint (Dkt.  
13 151), on or about October 1, 2015, Experian announced that it “experienced an  
14 unauthorized acquisition of information from a server” that held the personal  
15 information of approximately 15 million consumers in the United States, including  
16 those “who applied for T-Mobile USA postpaid services or device financing from  
17 September 1, 2013 through September 16, 2015.” The personal information included  
18 the names, addresses, Social Security numbers, dates of birth, driver’s license  
19 numbers, military ID numbers, passport numbers, and other personally identifiable  
20 information (collectively, “PII”).

21 8. Following Defendants’ announcement, over 40 individual and class  
22 action complaints related to the Data Breach were filed against Experian throughout  
23 the country in various federal and state courts, including the first action filed by AW,  
24 *Bhuta v. Experian Information Solutions, Inc.*, No. 8:15-cv-1592, on October 2, 2015,  
25 which was assigned to this Court. In the following months, I, along with Ms.  
26 Wolfson, personally contacted, met and conferred with, and coordinated with  
27 Plaintiffs’ Counsel in nearly all actions filed so that, ultimately, all Plaintiffs agreed  
28

1 voluntarily to transfer their actions to the Central District of California and relate  
2 them to the *Bhuta* case, mooted the MDL process and avoiding the appurtenant  
3 delay, to the benefit of the Class. All related actions were ultimately transferred to  
4 this Court.

5 9. Subsequently, Class Counsel undertook significant efforts to meet and  
6 confer with all other Plaintiffs' Counsel to agree on a leadership structure so that  
7 Plaintiffs' case could move forward promptly and efficiently. On November 5, 2015,  
8 Mr. Wolfson and I filed a Motion for Consolidation and Appointment of Interim Co-  
9 Lead Class Counsel. (Dkt. 26.) On December 1, 2015, the Court ordered additional  
10 briefing on the appointment of interim class counsel. On December 16, 2015, after  
11 our renewed motion for consolidation was filed on December 9 (Dkt. 54), the Court  
12 granted consolidation of the 32 related actions and ordered any additional tag-along  
13 actions to be transferred and consolidated as well. (Dkt. 60.)

14 10. On January 4, 2016, RC & AW submitted a Supplemental Motion for  
15 Appointment of Interim Co-Lead Class Counsel and PSC. (Dkt. 92.) The application  
16 was supported by the vast majority of Plaintiffs' Counsel, including those in 12 out  
17 of the 21 cases then pending. (Dkt. 102.)

18 11. On February 10, 2016, after considering all leadership applications, the  
19 Court appointed me and Ms. Wolfson as Interim Co-Lead Class Counsel and  
20 appointed our proposed PSC. (Dkt. 130.)

21 **CASE MANAGEMENT**

22 12. In response to Plaintiffs' request, the Court set monthly Case  
23 Management Conferences ("CMC") during which the Parties discussed the progress  
24 of the case and sought the Court's guidance on anticipated issues. Class Counsel  
25 appeared at every CMC, and the Parties met and conferred prior to and/or following  
26 each CMC, often resolving or minimizing any pending disputes, and usually agreeing  
27 to postpone bringing issues before the Court until the next CMC. The Court's  
28

1 guidance often furthered additional meet and confer efforts, streamlining and  
2 propelling the progress of the Litigation.

3 13. Additionally, Class Counsel held periodic telephone conferences with  
4 the PSC. These calls were crucial in streamlining Plaintiffs' litigation efforts and  
5 assuring efficiency by updating PSC members on case developments, obtaining their  
6 input on strategic decisions, and assigning tasks and deadlines.

### 7 **CLASS REPRESENTATIVE VETTING**

8 14. Leading up to and immediately after the leadership appointment, Class  
9 Counsel spearheaded collaborative efforts among all Plaintiffs' Counsel — including  
10 counsel who submitted competing leadership applications — to make sure that all  
11 Plaintiffs preserved relevant documents, and to vet all prospective Plaintiffs for a  
12 consolidated amended complaint (“CAC”). In the months leading up to the Court-  
13 imposed deadline to file the CAC, Class Counsel drafted, edited, and finalized the  
14 plaintiff vetting questionnaire and worked cooperatively and efficiently with other  
15 Plaintiffs' Counsel to review the underlying complaints, Plaintiffs' documents, and  
16 questionnaires, and conduct telephonic vetting interviews of over 100 potential class  
17 representatives. The leading candidates were then further screened and vetted, until  
18 Class Counsel selected the 58<sup>2</sup> named Plaintiffs. This extensive process was  
19 necessary to make sure that the purported nationwide class and state subclasses were  
20 represented by devoted Class Representatives with the right claims and the  
21 appropriate commitment to pursue them.

### 22 **THE PLEADINGS**

23 15. Utilizing the PSC's respective expertise on particular state law issues,  
24 Plaintiffs drafted and filed their CAC on April 15, 2016, alleging Experian breached  
25 its duties under numerous state and federal laws by, among other things: (a) failing  
26

27 \_\_\_\_\_  
28 <sup>2</sup> One Class Representative, Jessica Holt, later voluntarily dismissed her claims (Dkt. 190), leaving 57 Class Representatives who seek Service Awards.

1 to implement and maintain adequate data security practices to safeguard Plaintiffs’  
2 and Class Members’ PII; (b) failing to detect the Data Breach in a timely manner; (c)  
3 failing to disclose that its data security practices were inadequate to safeguard Class  
4 Members’ PII; and (d) failing to provide adequate and timely notice of the Data  
5 Breach. (Dkt. 151.) Plaintiffs brought claims under the Fair Credit Reporting Act  
6 (“FCRA”) and 44 state statutes, negligence, and negligence per se, and pled a  
7 nationwide class and statewide subclasses for Alabama, Arizona, California,  
8 Colorado, Delaware, District of Columbia, Florida, Georgia, Hawaii, Illinois,  
9 Indiana, Kentucky, Massachusetts, Michigan, Minnesota, Missouri, Nevada, New  
10 Jersey, New Mexico, New York, North Carolina, Ohio, Oregon, Pennsylvania, South  
11 Carolina, Tennessee, Texas, Virginia, and Washington.

12 16. After significant meet and confer efforts between Class Counsel and  
13 Experian’s Counsel, and discussions with the Court during CMCs as to how best to  
14 streamline the initial phase of this litigation, the Parties stipulated that Experian’s  
15 motion to dismiss (“MTD”) under FRCP 12(b)(6) would be limited to address  
16 Plaintiffs’ FCRA claims and state law claims for California, Illinois, New York, and  
17 Ohio. Class Counsel worked collaboratively with the PSC to brief the opposition to  
18 the MTD.

19 17. The Court heard oral argument on October 17, 2016, and issued an order  
20 granting in part and denying in part Experian’s MTD. The Court dismissed Plaintiffs’  
21 FCRA claims and rejected Experian’s argument that the economic loss rule precludes  
22 the negligence causes of action. The Court also upheld most of the state consumer  
23 claims. Experian answered the CAC on February 13, 2017.

24 **DISCOVERY**

25 18. Discovery efforts in the litigation were significant in both directions and  
26 numerous disputes were highly contested. While most disputes were resolved by the  
27  
28

1 Parties' significant meet and confer efforts, several were briefed and argued to the  
2 Court, as described further below.

3 19. The Parties expended significant meet and confer efforts and, with the  
4 Court's input on issues such as the custodian and relevancy redaction issues described  
5 below, agreed upon and filed a proposed Protective Order and ESI Protocol. (Dkts.  
6 186-87.)

7 20. Experian served 22 interrogatories and 12 requests for production on  
8 Plaintiffs. All named Plaintiffs served written responses on June 30, 2016 and, the  
9 following month, produced nearly 1,200 pages of documents. Thereafter, the Parties  
10 expended significant meet and confer efforts regarding Plaintiffs' responses. Class  
11 Counsel drafted supplemental responses, but those were ultimately not served as the  
12 Parties got closer to Settlement.

13 21. Experian vigorously contested the scope of discovery served on them  
14 throughout the Litigation. Although the Parties engaged in constant meet and confer  
15 efforts regarding discovery and were able to resolve many issues outside of Court,  
16 several disputes required the Court's intervention.

17 22. First, there was a dispute over the number of custodians whose  
18 electronically stored information ("ESI") would be produced. The Parties' numerous  
19 written, telephonic, and in-person meet and confer efforts did not resolve the dispute  
20 and the Parties ultimately briefed and argued the issues for the Court at a CMC.

21 23. Second, the Parties disputed whether Experian would be allowed to  
22 redact for relevancy in its ESI production. After significant unsuccessful meet and  
23 confer attempts, the Parties briefed their positions and the Court resolved the dispute  
24 with a compromise that allowed Experian to designate certain information as  
25 Attorneys' Eyes Only. (Dkt. 183.)

26 24. Third, there was a dispute as to whether a third-party forensic report of  
27 the breached servers constituted attorney work product, which also involved a dispute  
28



1 as to Experian's privilege log concerning the report and related documents it withheld  
2 from production. Ultimately, Plaintiffs filed a motion to compel, which Experian  
3 opposed. (Dkts. 231-38.) Oral argument was heard on May 15, 2017.

4 25. During and after the resolution of those discovery disputes, Experian  
5 produced over 66,000 documents consisting of nearly 300,000 pages. Class Counsel  
6 and members of the PSC expended significant time and resources reviewing and  
7 analyzing Experian's document production, including its privilege logs.

8 26. Following the Court's denial of Plaintiffs' motion to compel production  
9 of Experian's forensic report concerning the Data Breach, the Parties engaged in  
10 extensive negotiations regarding Plaintiffs' planned review of the server images on  
11 which Experian's forensic consultants relied in producing the forensic report at issue.  
12 This required extensive consultation with Plaintiffs' data security expert, and a  
13 lengthy meet-and-confer process with Experian regarding how production of the  
14 server images and their review would be accomplished. Ultimately, the Parties were  
15 able to negotiate a Server Image Review Agreement, which entailed a mutually  
16 agreed third-party vendor, a physically and technologically secure environment in  
17 which the review could be conducted, and specified which party would bear which  
18 costs associated with the review.

19 27. Plaintiffs deposed four key Experian witnesses, including a Federal Rule  
20 of Civil Procedure 30(b)(6) deposition of Experian's Vice President and Global Head  
21 of Corporate Security and Incident Response, and depositions of Experian's Senior  
22 Program Manager, Senior Director of IT Development and Information Security, and  
23 Vice President of Technology and Client Services.

24 28. Following the Court's setting of a Scheduling Conference for January  
25 29, 2018, Plaintiffs prepared and shared with Experian a draft motion for class  
26 certification, which Plaintiffs intended to file in February 2018.

27  
28

**SETTLEMENT NEGOTIATIONS**

1  
2           29. Throughout the discovery process, the Parties engaged in arm’s-length  
3 discussions regarding a potential settlement. On March 15, 2017, the Parties  
4 participated in a private mediation with Judge Nagle (Ret.). Although the Parties  
5 discussed their respective positions, they made little progress and continued to litigate  
6 the case and engage in discovery.

7           30. On July 28, 2017, the Parties again participated in a private mediation,  
8 this time with Judge West (Ret.), where they made significant progress towards  
9 resolution of the Action. Following this mediation, the Parties continued to engage  
10 in arm’s-length settlement discussions, including Plaintiffs providing a draft motion  
11 for class certification to Experian.

12           31. As a result of the Parties’ ongoing settlement efforts and a January 26,  
13 2018 Settlement Conference before the then-presiding Magistrate Judge Gandhi  
14 (Ret.), the Parties reached an agreement in principle to settle this litigation.  
15 Attorneys’ fees were negotiated at the final mediation with Judge Gandhi only after  
16 agreement was reached on all material terms of the Settlement. Since the agreement  
17 in principle was reached, the Parties exchanged numerous drafts of the Settlement  
18 Agreement and related documents, and have worked with T-Mobile to obtain all  
19 available email addresses in order to provide the best practical notice while  
20 maximizing benefits to Class Members.

21           32. In addition to formal mediation sessions, the Parties made significant  
22 efforts in negotiating and ironing out the numerous details of the Settlement. All  
23 details of the Settlement Agreement were negotiated between the Parties.

24           33. Class Counsel obtained numerous bids from and negotiated with third-  
25 party administrators and credit monitoring and insurance providers in order to get the  
26 most benefits and the best deal for the Class. After soliciting competing bids in an  
27 effort to achieve the best deal for the Class for administration of the Settlement, Class  
28

1 Counsel negotiated an agreement with KCC, LLC (“KCC”), under which KCC  
2 agreed to cap its costs to no more than \$1.545 million, total, depending on the claim  
3 filing rate. More specifically, KCC agreed not to charge in excess of \$1.08 million if  
4 the claim rate is 1% or less, \$1.205 million if the claim rate is 1%-2%, \$1.450 million  
5 if the claim rate is 2%-4%, and \$1.545 million if the claim rate exceeds 4%. These  
6 figures include all costs associated with class member data management, legal  
7 notification, telephone support, claims administration, and disbursements and tax  
8 reporting. These figures do not include: postage (estimated to be between \$4,381,474  
9 and \$4,693,270); or costs associated with a potential second distribution, which Class  
10 Counsel negotiated along similar claim rate thresholds, at a potential additional cost  
11 of \$109,476 to \$337,722. Based on current claim numbers, it appears there will be  
12 no such second distribution.

13 34. Class Counsel worked closely with KCC to hone the notice and claim  
14 forms to comply with applicable law both prior to and after the Preliminary Approval  
15 hearing.

16 35. Class Counsel also solicited competing bids from alternative providers  
17 of Credit Monitoring and Insurance Services in accordance with the Settlement’s  
18 terms. Ultimately, Class Counsel negotiated for Identity Guard to provide the  
19 Settlement’s Credit Monitoring and Insurance Services at a cost of \$1.3 million or  
20 \$2.5 million, depending on the number of Participating Settlement Class Members  
21 ultimately receiving such services (as opposed to those making initial claims for  
22 those services, which will result in savings to the Class if some Class Members do  
23 not finalize the enrollment process). If 1% or less of the entire Settlement Class  
24 enrolls in the Credit Monitoring and Insurance Services benefit, the cost would be  
25 \$1.3 million, and if more than 1% enrolls, the cost would be \$2.5 million.

26 36. Class Counsel prepared and filed the Settlement along with the Motion  
27 for Preliminary Approval (Dkts. 285-87), which the Court granted on December 3,  
28

1 2018 (Dkt. 289). That order appointed me and Ms. Wolfson as Class Counsel.

2 37. Since the Preliminary Approval Order, Class Counsel worked with KCC  
3 to ensure that the notice and claims process went as smoothly as possible for the Class  
4 Members. Class Counsel repeatedly audited the Settlement website to make sure it  
5 was correct and user-friendly, reviewed weekly reports from, and conferred with,  
6 KCC about the progress of the claims process, and responded to hundreds of inquiries  
7 from Class Members that came into their respective offices, as well as other counsel's  
8 offices. Class Counsel have and will continue to expend significant effort to ensure  
9 that the offered benefits reach Class Members.

10 38. Class Counsel will continue to expend significant efforts to seek final  
11 approval of the settlement and respond to any criticism that may be filed, including  
12 potential appeals. The lodestar presented to the Court in this Motion does not include  
13 the significant time that will be expended on such future efforts.

14 **THE SETTLEMENT IS IN THE BEST INTEREST OF THE CLASS**

15 39. The Settlement Agreement is fair, reasonable, and adequate based on  
16 my extensive experience in complex class action litigation, including other privacy  
17 and data breach cases. The Settlement is the product of substantial investigation,  
18 litigation and arm's-length negotiation; and, most importantly, is in the best interests  
19 of Plaintiffs and putative Class Members. Despite my strong belief in the merits of  
20 this litigation and likelihood of success as trial, I nonetheless believe that the benefits  
21 to Plaintiffs and the Class pursuant to the agreed upon terms substantially outweigh  
22 the risks of continuing to litigate the claims—namely, the delay that would result  
23 before Plaintiffs and Class Members receive any benefits should the action proceed  
24 to class certification or trial, the possibility of a negative outcome at class certification  
25 or trial, and the possibility of a negative outcome post-certification or post-trial  
26 should Experian appeal a class certification or judgment in favor of the Class. This  
27 Settlement provides significant benefits now that address a myriad of past losses as  
28

1 well as the risk of future harm to the Class Members and is in the best interest of all  
2 putative Class Members.

3 40. When compared to other similar data breach cases, this Settlement is an  
4 excellent result for Class Members. In my experience, the three leading data breach  
5 settlements are *In re Anthem, Inc. Data Breach Litigation*, No. 5:15-MD-02617-LHK  
6 (N.D. Cal. 2017 ) (\$110 million settlement fund, which includes \$37.95 million in  
7 attorney fees (reduced to \$31.05 million), for **78.8 million** *Anthem* insureds who had  
8 their social security numbers and health data acquired by unauthorized parties); *In re*  
9 *The Home Depot, Inc. Customer Data Security Breach Litig.*, No. 1:14-md-02583-  
10 TWT (N.D. Ga. 2016) (\$13 million settlement fund, an additional \$6.5 million (paid  
11 out of the settlement fund if funds remained after claims) for credit monitoring  
12 services, and \$7.5 million in attorney fees for a class of **over 40 million** Home Depot  
13 consumers who had their payment data acquired by unauthorized parties); and *In re*  
14 *Target Corp. Customer Data Security Breach Litig.*, No. 0:14-md-02522-PAM (D.  
15 Minn. 2015) (\$10 million settlement fund and \$6.75 million in attorney fees for **up**  
16 **to 110 million** Target consumers who had their payment data acquired by  
17 unauthorized parties.)

18 41. Certainly, each data breach case has its own unique circumstances  
19 contributing to the settlement, however, the Settlement Fund alone comes up to \$1.47  
20 per person, based on the updated Class size of 14.93 million after de-duplication,<sup>3</sup>  
21 which compares favorably to *Anthem* (\$1.39), especially given that *Anthem* included  
22 claims that medical data was compromised and asserted violations of the California  
23 Medical Information Act, which provides for statutory damages of \$1,000. The  
24 Settlement also compares favorably to *Home Depot* (\$0.51 to \$0.68 per person), and  
25 Target (\$0.15 per person). Moreover, these comparisons do not factor in the actual  
26

27 <sup>3</sup> As explained in the Lucchesi Declaration, the Class size was reduced through de-  
28 duplication, from 15,926,817 to 14,931,074. (Lucchesi Decl. ¶ 2.)

1 Settlement Value here, considering Plaintiffs were the catalyst and predominant  
2 factor for the significant remedial measures that Experian will take or has already  
3 taken and will continue to implement, valued at a minimum of \$11.7 million, and the  
4 Credit Monitoring and Insurance Services, valued at \$7,163.332.06 for each 0.1% of  
5 the 14,931,074 Class Members that elect to receive that benefit (14,931 x \$19.99 x  
6 24), excluding the cost of those services.

7 42. Class Counsel has already received a favorable response to the  
8 Settlement by Class Members. The claims period ends on April 11, 2019, and I am  
9 informed by the Settlement Administrator that a total of 372,148 claims have been  
10 received to date, including 211,246 electronic claims and 160,902 postcard claims.  
11 Of the electronic claims, 140,948 Participating Settlement Class Members have  
12 elected to receive Credit Monitoring and Insurance Services. The postcard claims  
13 have not yet been processed; however, Class Counsel will provide updated numbers  
14 in advance of the Final Fairness Hearing. Based on these numbers, the current  
15 reported claims rate is believed to be 2.49%, based on the Class size of 14.93 million  
16 following deduplication (Lucchesi Decl. ¶ 2), and I believe that the overall  
17 participation rate will exceed 2%. The anticipated claims rate compares favorably to  
18 the three seminal settlements mentioned above: approximately 2% in *Anthem* and  
19 0.2% in *Target* and *Home Depot*.

20 43. Based on present figures and using the most conservative claims  
21 numbers, the Credit Monitoring and Insurance Services present an additional value  
22 of \$66,321,212.48 to the Settlement (which subtracts the cost of providing such  
23 services). This represents the electronic claims for Credit Monitoring and Insurance  
24 Services received to date (140,948),<sup>4</sup> times 24 months, times \$19.99 (the value per  
25

26 <sup>4</sup> Although I believe that the 160,902 postcard claims received by the Settlement  
27 Administrator will have a similar percentage of claims for Credit Monitoring and  
28 Insurances Services as the electronic claims received, my Co-Lead Counsel and I are  
only including the electronic claims that have been processed in determining the  
value of the Settlement.

1 person each month), which equals \$67,621,212.48. Subtracting \$1,300,000 for the  
2 cost of the Credit Monitoring and Insurances Services (because less than 1% of  
3 Participating Settlement Class Members have elected to receive Credit Monitoring  
4 and Insurances Services), leaves \$66,321,212.48 as the present value of the Credit  
5 Monitoring and Insurance Services. If the number of Participating Settlement Class  
6 Members that enroll in the Credit Monitoring and Insurance Services exceeds 1%,  
7 the cost of that benefit will be \$2.5 million.

8 44. Adding the value of the Credit Monitoring and Insurance Services to the  
9 non-reversionary cash Settlement Fund (\$22 million) and the remedial measures  
10 implemented as a result of this litigation (\$11.7 million), results in a current  
11 Settlement value of \$100,021,212.48.

#### 12 **RC'S QUALIFICATIONS**

13 45. As indicated by my firm's resume attached hereto as **Exhibit 1**, I have  
14 been appointed to leadership positions in numerous state and federal courts, including  
15 in other data breach cases and in complex and multi-district product liability and  
16 consumer class action litigation. For instance, I was appointed as Interim Co-Lead  
17 Counsel in *Yahoo! Inc. Private Information Disclosure Cases*, JCCP No. 4895  
18 (Super. Ct. Cal.), Co-Lead Counsel in *In re 21st Century Oncology Customer Data*  
19 *Security Breach Litigation*, MDL No. 2737; Co-Lead Counsel in *St. Joseph Health*  
20 *System Medical Information Cases*, JCCP No. 4716 (Super. Ct. Cal.); Lead  
21 Settlement Class Counsel in *Blue Cross of California Website Security Cases*, JCCP  
22 No. 4647 (Super. Ct. Cal.); Co-Lead Counsel *Risperdal® and Invega® Product*  
23 *Liability Cases*, JCCP No. 4775 (Super. Ct. Cal.); Plaintiffs' Executive Committee  
24 Member in *In re Biomet M2a Magnum Hip Implant Products Liability Litigation*,  
25 MDL No. 2391; Plaintiffs' Steering Committee Member in the *In re Actos Product*  
26 *Liability Cases*, JCCP No. 4696 (Super. Ct. Cal.); Plaintiffs' Steering  
27 Committee Member in *In re Fosamax/Alendronate Sodium Drug Cases*, JCCP No.  
28

1 4644 (Super. Ct. Cal.); and Plaintiffs’ Executive Committee Member in the *In re*  
2 *Heparin Products Liability Litigation*, MDL No. 1953.

3 46. My firm has also served as lead counsel in other types of class actions,  
4 including *Rivera v. Bio-Engineered Supplements & Nutrition, Inc.*, No. SACV 07-  
5 1306 JVS (RNBx) and *In re Tobacco II Cases*, JCCP No. 4042 (Super. Ct. Cal.). My  
6 firm has also been at the forefront in consumer protection cases for over 40 years,  
7 having handled numerous important consumer protection cases, including *Grimshaw*  
8 *v. Ford Motor Co.*, 119 Cal. App. 3d 757 (Ct. App. 1981); *In re Toyota Motor Corp.*  
9 *Unintended Acceleration Mktg., Sales Pracs. & Prods. Liab. Litig.*, MDL No. 2151;  
10 *In Re: Paxil*, Case No. 3220 (Ct. Com. Pl. of Phila. Cnty.).

11 47. My Co-Lead Counsel, Tina Wolfson of AW, also has significant  
12 experience leading data breach consumer class action lawsuits. Ms. Wolfson has  
13 served in Leadership Roles in the following cases: *In re: The Home Depot, Inc.,*  
14 *Customer Data Sec. Breach Litig.*, No. 1:14-md-02583-TWT (N.D. Ga.); *In re:*  
15 *YapStone Data Breach*, No. 4:15-cv-04429-JSW (N.D. Cal.); *Adlouni v. UCLA*  
16 *Health Systems Auxiliary*, No. BC589243 (Cal. Super. Ct. Los Angeles Cty.); *In re:*  
17 *Premera Blue Cross Customer Data Sec. Breach Litig.*, No. 15-md-02633-SI (D.  
18 Or.); and *In re: Target Corp. Customer Data Sec. Breach Litig.*, No. 0:14-md-02522-  
19 PAM (D. Minn.), as further outlined in her supporting declaration.

20 **RC’S ATTORNEYS’ FEES AND EXPENSES**

21 48. **Billing Rates:** Throughout this litigation, RC’s billing practices have  
22 been consistent with Class Counsel’s Motion for Appointment Of Interim Co-Lead  
23 Class Counsel And Plaintiffs’ Steering Committee. (Dkt. No. 92 (hereinafter, the  
24 “Leadership Application”).) In the Leadership Application, Class Counsel limited  
25 billing rates and set forth appropriate billing practices for this case. More  
26 specifically, Class Counsel agreed that, “[i]f selected,” they “would establish a fee  
27 schedule that would set the following rates in the event of a settlement: (1) a billing  
28



1 rate of partners capped at \$750/hour (even for individuals who have been approved  
2 at much higher rates in other litigation), (2) a billing rate for associates set between  
3 \$350 and \$550/hour depending on seniority, and (3) a billing rate for paralegals and  
4 assistants set between \$175 and \$325/hour based on seniority. Further, AW and  
5 RCRSD would not seek a multiplier greater than 1.75 unless the Parties settled within  
6 30 days of trial.” (Dkt. 92 at 12.)

7       **49. RC’s Attorneys’ Fees and Expenses:** RC has expended 3,908.50  
8 hours in this litigation through February 28, 2019. I expect that RC will incur  
9 significant additional hours of time to see this case through completion of the  
10 settlement, including: finalizing and filing these fee motion papers; continuing to  
11 supervise class notice and claims with the settlement administrator and defense  
12 counsel; responding to class member inquiries or challenges; responding to any  
13 requests for exclusion or objections; preparing and filing final approval papers;  
14 attending the final approval hearing; working with Defendants and the settlement  
15 administrator on the distribution of awards to the Settlement Class; monitoring the  
16 award distributions to the Class; and reporting to the Court that the distribution of  
17 settlement funds has been completed.

18       **50.** The hours spent (and to be spent) reflect time spent reasonably litigating  
19 this case, in which RC has sought to manage and staff efficiently. These 3,908.50  
20 hours of work amount to a lodestar of \$2,134,162.50.

21       **51.** A summary of hours expended by RC’s professionals (as of March 3,  
22 2019) is set forth as follows:

23 ///

24 ///

25 ///

26 ///

27 ///

28

| RC's Experian Timekeeper Information |                  |         |            |                       |
|--------------------------------------|------------------|---------|------------|-----------------------|
| Last Name, First Name                | Profession Level | Billing | Total Hour | Total Amount          |
| Robinson, Daniel S.                  | Partner          | 750     | 1267.8     | \$950,400.00          |
| Polischuk, Wesley K.                 | Partner          | 700     | 51.6       | \$36,120.00           |
| Polischuk, Wesley K.                 | Associate        | 550     | 1017.4     | \$559,570.00          |
| Outlaw, Genevieve                    | Associate        | 450     | 228.3      | \$102,735.00          |
| Olson, Michael W.                    | Associate        | 375     | 1087.2     | \$407,700.00          |
| Gutierrez, Patrick                   | Associate        | 375     | 107.5      | \$40,312.50           |
| Rogers, Jennifer                     | Paralegal        | 250     | 149.3      | \$37,325.00           |
|                                      |                  |         |            | <b>\$2,134,162.50</b> |

52. Working with me on this matter is my partner, Wesley K. Polischuk who was promoted from Associate to Partner in 2018, which explains his two billing rates in the above chart. Also assisting me are my current Associates Genevieve Outlaw (fka Genevieve Micek) and Michael W. Olson, my former Associate Patrick Gutierrez, and my paralegal Jennifer Rogers. Each attorney's credentials and experience are set forth in the RC Firm Resume attached as **Exhibit 1** and justify the billable rates we seek.

53. Before working at RC, I was a civil litigator at a large, national defense law firm where he handled matters of general business litigation. Prior to that, I served as an Assistant District Attorney in the New York County District Attorney's Office under the Honorable Robert M. Morgenthau. As a New York City prosecutor, I conducted numerous criminal trials, investigations, and grand jury proceedings in the Trial Bureau Division, as well as in the Domestic Violence, Public Assistance Fraud, Counterfeit Trafficking, and Identity Theft Units. I received my Bachelor of Arts degree in English from Williams College in Williamstown, MA and my Juris Doctor from Loyola Law School in Los Angeles, CA, where I was awarded the International Academy of Trial Lawyers and the Honorable William M. Byrne, Sr.

1 graduation awards. I competed for Loyola’s nationally-ranked Byrne Trial  
2 Advocacy Team where my co-counsel and I took first place in the 2003 National  
3 Trial Competition Regional Championship, the 2002 Byrne Trial Advocacy  
4 Competition, and the 2001 William W. Daniel Mock Trial National Championship.

5 54. I have been honored by the Daily Journal as one of the Top 25 Plaintiffs  
6 Lawyers in California and I have been selected for The Best Lawyers in America®,  
7 a nationwide peer-reviewed survey, every year since 2013. I have been selected as  
8 one of the top 50 lawyers in Orange County twice by Super Lawyers and have been  
9 selected as a “Super Lawyer” every year since 2014. In 2015, I was named as one of  
10 the Daily Journal’s Top 20 Attorneys in California in 2015, and in 2014 received the  
11 American Association of Justice “Wiedemann & Wysocki” Award for demonstrating  
12 a “commitment to the profession and support for improving the civil justice system.”  
13 In July 2017, I received the AAJ “Above and Beyond” Award. In 2012, The National  
14 Trial Lawyers named me as one of the Top 40 Lawyers Under 40 in the United States.  
15 I was also awarded the 2011 Young Gun Award by the Orange County Trial Lawyers  
16 Association for “exceptional trial skills, ideals of legal ethics, and dedication to the  
17 principal of preserving access to a justice system for every person.”

18 55. Wesley K. Polischuk is a partner at RC who worked on this matter. Mr.  
19 Polischuk has worked at RC since 2008 and was recently promoted to partner in  
20 2018. Mr. Polischuk was named a Super Lawyers Rising Star by Super Lawyers  
21 Magazine from 2013 to 2019. He was also named an Up and Coming Top 25 in  
22 Orange County in 2018 and 2019 by Super Lawyers Magazine. He is a Board  
23 Member and the immediate Past President of the Associate Board of Project Youth  
24 OCBF, which provides integrated prevention and intervention services to at-risk  
25 youth in Orange County that address barriers to education, health, youth crime, teen  
26 pregnancy, and substance abuse. He is a member of the American Association for  
27 Justice, Consumer Attorneys of California and the Orange County Trial Lawyers  
28

1 Association. Along with myself, Mr. Polischuk represented tens of thousands of data  
2 breach victims in *St. Joseph Health System Medical Information Cases*, JCCP No.  
3 4716, which resulted in a \$39.5 million settlement on behalf of consumers just prior  
4 to the start of trial. Mr. Polischuk graduated *cum laude* from the University of  
5 California, San Diego in 2004 with a Bachelor of Arts in Economics with Department  
6 Honors in Economics with Distinction. Mr. Polischuk went on to attend California  
7 Western School of Law in San Diego, California whereupon he graduated *cum laude*  
8 in 2007.

9 56. Genevieve Outlaw has been an Associate at RC since 2014 where she  
10 has focused primarily on mass tort litigation in the firm's pharmaceutical division.  
11 Prior to joining the firm, Mrs. Outlaw served as a law clerk to the Honorable Carol  
12 E. Higbee, J.S.C. T/A, of the Superior Court of New Jersey, Appellate Division. Ms.  
13 Outlaw began her clerkship as Judge Higbee's law clerk in the Civil Division where  
14 Judge Higbee was assigned to the mass tort docket and served as the Presiding Civil  
15 Judge for the New Jersey Superior Court, Atlantic County. Ms. Outlaw also served  
16 as Judge Higbee's law clerk in the Appellate Division after Judge Higbee was  
17 elevated to the Appellate Division. Ms. Outlaw attended Penn State where she  
18 received her Bachelor of Science degree in Finance and International Business. Ms.  
19 Outlaw received her Juris Doctorate from Rutgers University-Camden School of  
20 Law, where she served as associate managing editor of the Rutgers Journal of Law  
21 and Religion.

22 57. Michael W. Olson has been an Associate at RC since 2016, where he  
23 primarily represents plaintiffs in mass tort and class actions involving consumer  
24 protection, data security, and product liability cases. Prior to joining RC, Mr. Olson  
25 served as a law clerk at the Appeals, Writs, and Trials section of the California  
26 Attorney General's Office in Los Angeles, where he drafted respondent's briefs to  
27 criminal appeals and successfully argued several cases before the Second District of  
28

1 the California Court of Appeal. Mr. Olson attended the University of California, Los  
2 Angeles, where he received a Bachelor of Arts degree in History. He also attended  
3 the University of California, Irvine School of Law where he received his Juris Doctor  
4 in 2016. During law school, he served on the board of the UC Irvine Moot Court  
5 competition, as a staff editor on the UC Irvine Law Review, and argued before the  
6 Ninth Circuit Court of Appeals through UC Irvine's Appellate Litigation Clinic.

7 58. Patrick Gutierrez was an Associate at RC from September 2014 to May  
8 2016. Prior to working at RC, Mr. Gutierrez clerked at the ACLU of Northern  
9 California and served as a legal intern at the California Department of Justice's  
10 Consumer Division during law school. Mr. Gutierrez received a Bachelor of Arts in  
11 Philosophy and Government from Georgetown University, and attended Standard  
12 Law School where he received his Juris Doctor in 2014.

13 59. Jennifer Rogers is an exceptional Paralegal who has worked for me at  
14 RC since September 2013. Ms. Rogers has more than 19 years of experience working  
15 as a Paralegal.

16 60. The billing rates required under the Leadership Application are  
17 significantly below my firm's normal rates. For instance, the normal rate applied to  
18 my time currently is \$800 per hour.

19 61. Our normal rates, which as stated above are significantly higher than the  
20 rates applied here, are fair. Because of the importance of recovering attorneys' fee  
21 awards in contingency cases to a plaintiffs' class action practice firm such as RC, we  
22 keep current on federal, and California and New York (among others) state law  
23 developments on the subject of attorneys' fees. Accordingly, RC is familiar with the  
24 prevailing market rates for leading attorneys in California for complex and class  
25 action litigation. RC establishes its rates based on prevailing market rates for  
26 attorneys and law firms in the Los Angeles and New York areas that have attorneys  
27 and staff of comparable skill, experience, and qualifications.

28

1           62. Courts repeatedly and recently have awarded the aforementioned RC  
2 attorneys fees at RC's normal rates, which as stated above are higher than the rates  
3 applicable to this matter under the Leadership Application. *See, e.g., Dodge v. PHH*  
4 *Corporation*, Case No. 8:15-cv-01973-FMO (C.D. Cal. Aug. 27, 2018) (Dkt. 143,  
5 146) (awarding fees in the amount of \$5.1 million, where my billing rate was \$800  
6 per hour and the billing rate for my Associates was between \$625 and \$400 per hour);  
7 *St. Joseph Health System Medical Information Cases*, JCCP No. 4716 (Orange Cnty.  
8 Sup. Ct. Feb. 3, 2016) (awarding fees of \$6.8 million, where my billing rate was \$700  
9 per hour and the billing rate for my Associates was between \$550 and \$350 per hour).

10           63. RC's work in this matter was on a wholly contingent basis. RC devoted  
11 substantial resources to this matter, and has not received payment for the hours of  
12 services performed or the expenses it incurred. In devoting the resources to this  
13 Action, with no guarantee of payment, RC forewent other opportunities.

14           64. All timekeepers at RC maintain contemporaneous time records  
15 reflecting the time spent on this and other matters. In all instances, the timekeeper  
16 indicates the date and amount of time spent on a task to one-tenth of an hour;  
17 describes the work that was performed during the indicated time period; and  
18 identifies the case to which the time should be charged.

19           65. I oversaw and directed the work of all RC attorneys and non-attorneys  
20 with respect to all aspects of this matter to ensure efficiency, lack of duplication, and  
21 to limit our firm's lodestar to the extent possible. I performed this task by assigning  
22 discreet tasks to all attorneys involved and ensured that no two attorneys were  
23 performing work on the same task, eliminating overlap and catch-up work as much  
24 as possible.

25           66. I have reviewed our billing records to confirm that RC's time entries  
26 and resulting lodestar conform to the Leadership Application. My firm seeks to be  
27 reimbursed \$103,408.79 in out-of-pocket litigation expenses (Travel and  
28

1 Transportation; Postage/FedEx; Filing; Westlaw/Pacer; Photocopies/Printing;  
2 Transcripts; Depositions; Document Production Database; Experts/Consultants;  
3 Investigation; Conference Calls; and Assessment) subject to our pro rata credit for  
4 redistribution of remaining common benefit fund expenses on approval.

5 67. These expenses are reflected in the books and records of my firm, which  
6 are kept in the ordinary course and prepared from expense vouchers, check records,  
7 and other documents.

8 **ATTORNEYS' FEES AND EXPENSES OF OTHER PLAINTIFFS'**  
9 **COUNSEL INCLUDED IN THIS MOTION**

10 68. Co-Class Counsel, Tina Wolfson, and I oversaw and directed the work  
11 of all Plaintiffs' Counsel (including the firms of Class Counsel) to ensure efficiency,  
12 lack of duplication, and to limit the lodestar to the extent possible. We performed  
13 this task by assigning discreet tasks to all attorneys involved and ensured that no two  
14 attorneys were performing work on the same task, eliminating overlap and catch-up  
15 work as much as possible. We also worked to divide discovery tasks among the firms  
16 as much as possible. Moreover, whenever possible, Class Counsel attempted to have  
17 associate level attorneys handle discreet tasks as opposed to partner level attorneys.

18 69. Throughout this action, Ms. Wolfson and I have sought to reach  
19 consensus with each other to manage the administration and work division in this  
20 case in a systematic and efficient manner with members of the PSC and other  
21 Plaintiffs' Counsel, coordinating work assignments through conference calls,  
22 working to avoid duplication of efforts or unnecessary work undertaken by any of  
23 the counsel for the Class in this case, and ensuring that the skills and talents of  
24 counsel were put to use in an efficient and effective manner that maximized what  
25 each firm and attorney could contribute in a non-redundant way.

26 70. The fees and expenses of Co-Class Counsel are set forth in the  
27 concurrently filed Declaration of Tina Wolfson.  
28

1 71. Since the Court appointed me and Ms. Wolfson as Interim Co-Lead  
2 Class Counsel, we required Plaintiffs' Counsel to submit monthly billing statements  
3 regarding time spent and expenses incurred in this litigation. These billing statements  
4 required that any time reported be specifically described and assigned to a discreet  
5 category of work (such categories included: Leadership Meetings/Duties, Litigation  
6 Strategy and Analysis, Court Appearances, Discovery and Experts,  
7 Pleadings/Briefing, and Settlement). The time billed to these categories is set forth  
8 in the Declaration of Tina Wolfson. Class Counsel also required that all expenses  
9 submitted for reimbursement were reasonable and necessary to the litigation of this  
10 matter.

11 72. I have reviewed all time and expense submissions from the PSC and  
12 other Plaintiffs' firms, which were subject to reductions when appropriate as further  
13 described in the Declaration of Tina Wolfson.

14 73. Based on my review of the materials noted above and in the Declaration  
15 of Tina Wolfson, and my extensive experience with comparable class action cases,  
16 the number of hours expended by Class Counsel, the PSC, and other Plaintiffs'  
17 Counsel are commensurate for a case of this broad scope, extreme complexity, and  
18 duration.

19 74. Based on my review of the time and expense submissions of the PSC  
20 and other Plaintiffs' firms, the expense submissions presented here are consistent  
21 with expenses I would expect, and were reasonably necessary for the continued  
22 prosecution and resolution of this litigation.  
23

24 **THE BILLING RATES SUBMITTED FOR ALL PLAINTIFFS' COUNSEL**  
25 **ARE REASONABLE**

26 75. I believe that the rates imposed in this Action are not only fully  
27 commensurate with but are actually below the hourly rates of other nationally  
28



1 prominent firms performing similar work for both plaintiffs and defendants. After  
2 considering all of these data points, I have determined that the billing rates imposed  
3 in this case are reasonable for each of the professionals who worked on this matter.

4 76. Because of the importance of recovery of attorneys' fee awards in  
5 contingency cases to a plaintiffs' class action practice firm such as RC, we keep  
6 current on federal and California state law developments on the subject of attorneys'  
7 fees. Accordingly, RC is familiar with the prevailing market rates for leading  
8 attorneys in California for trial court, complex and class action litigation of  
9 important issues.

10 77. RC periodically establishes hourly rates for the firm's billing  
11 personnel. RC establishes the rates based on prevailing market rates for attorneys  
12 and law firms in the Orange County and Los Angeles areas that have attorneys and  
13 staff of comparable skill, experience, and qualifications. RC obtains information  
14 concerning market rates from other attorneys in the area that have similar experience  
15 doing similar work, from information that occasionally appears in the local press  
16 and national bar publications, and in orders awarding attorneys' fees in similar  
17 cases. The billing rates imposed in this case are below such rates for certain  
18 individuals.

19 78. The bulk of RC's practice is contingent, and many of my firm's cases  
20 have been large and substantial in settlements or verdicts. In contingent risk cases,  
21 my firm and other firms doing this type of work frequently advance tens or hundreds  
22 of thousands of dollars in expenses and costs and defer all payment of our fees for  
23 several years, with no guarantee that any of the fees we incurred or costs we  
24 advanced would ever be recovered.

25 79. The rates charged by Plaintiffs' Counsel in this case are reasonable and  
26 well within the range of rates charged by comparably qualifying attorneys for  
27 comparably complex work. In addition to cases cited by RC above and AW in the  
28

1 Declaration of Tina Wolfson, where commensurate or higher rates were approved  
2 for RC and AW professionals, comparable hourly rates have been found reasonable  
3 in numerous cases.

4 80. Ms. Wolfson's declaration provides comparable hourly rates that have  
5 been found reasonable in numerous cases her firm has worked on. Ms. Wolfson's  
6 declaration also provides several publications surveying the rates charged by  
7 numerous law firms handling comparably complex litigation.

8 81. Thus, the billing rates imposed in this Action are below or well within  
9 the range of prevailing market rates.

10  
11 I declare under penalty of perjury that the foregoing is true and correct.  
12 Executed this 6th day of March 2019, at Newport Beach, California.

13  
14 Dated: 3/6/19

**ROBINSON CALCAGNIE, INC.**

15  
16 By:   
Daniel S. Robinson

# Exhibit 1



19 CORPORATE PLAZA DRIVE, NEWPORT BEACH, CA 92660  
TELEPHONE: (949) 720-1288 • FACSIMILE: (949) 720-1292  
WWW.ROBINSONFIRM.COM

PRESIDENT & SHAREHOLDER

MARK P. ROBINSON, JR.

KEVIN F. CALCAGNIE

JEFFREY L. ROBINSON

ALLAN F. DAVIS

DANIEL S. ROBINSON\*

\*Admitted In CA, NY, PA

SCOT D. WILSON

SHANNON M. LUKEI

MICHELLE M. WEST

## Firm Resume

Headquartered in Newport Beach, California, the law firm of Robinson Calcagnie, Inc. is a nationally recognized leader in representing plaintiffs in consumer class actions, catastrophic injury and wrongful death cases. As one of the nation's leading class action and product liability firms, the firm's attorneys and staff have built of a reputation for success in all areas of civil litigation, including numerous high-profile cases. In 1979, Founding and Senior Partner Mark P. Robinson, Jr., obtained an unprecedented \$128 million award in the landmark Ford Pinto fire case of *Grimshaw v. Ford Motor Company* (119 Cal.App.3d 757), which at that time was the largest jury verdict in a personal injury case.

Since 1979, the firm has become known for providing the highest quality legal representation and leadership in coordinated Multidistrict Litigation cases, and for obtaining substantial jury verdicts, judgments and settlements for its clients.

## LEADERSHIP POSITIONS

### Consumer Litigation

- *In re Toyota Motor Corp. Unintended Acceleration Mktg., Sales Pracs. & Prods. Liab. Litig.*, MDL No. 2151, United States District Court, Central District of California (Co-Lead Counsel)
- *In re GM Ignition Switch Litig.*, MDL No. 2543, United States District Court, Southern District of New York (Plaintiffs' Executive Committee Member)
- *In re Bridgestone/Firestone Inc., Tires Prods. Liab. Litig.*, MDL No. 1373, United States District Court, Southern District of Indiana (Plaintiffs' Steering Committee Member)
- *In re Tobacco II Cases* (2009) 46 Cal. 4th 298, San Diego County Superior Court (Lead Trial Counsel)
- *County of Los Angeles v. R.J. Reynolds, et al.* (Co-Lead Counsel)
- *Gray Davis, et al. v. R.J. Reynolds, et al.* (Co-Lead Counsel)
- *People of the State of Calif. v. Atlantic Richfield Co.* (Lead Associate Counsel for Orange County District Attorney)
- *People of the State of Cal. v. Shell* (Lead Associate Counsel for Orange County District Attorney)
- *St. Joseph Health System Medical Information Cases*, JCCP No. 4716, Orange County Superior Court (Co-Lead Counsel)
- *Blue Cross of California Website Security Cases*, JCCP No. 4647, Orange County Superior Court (Lead Counsel)
- *Dodge v PHH Corporation, et al.*, Case No. 8:15-cv-01973, United States District Court, Central District of California (Interim Co-Lead Counsel)
- *In re Experian Data Breach Litigation*, Case No. 15-cv-1592, United States District Court, Central District of California (Interim Co-Lead Counsel)
- *In re 21st Century Oncology Customer Data Security Breach Litigation*, MDL No. 2737, United States District Court, Middle District of Florida (Interim Co-Lead Counsel)
- *Yahoo! Inc. Private Information Disclosure Cases*, JCCP No. 4895, Orange County Superior Court (Co-Lead Counsel)

### Defective Drugs and Devices

- *In re Actos (Pioglitazone) Prods. Liab. Litig.*, MDL No. 2299, United States District Court, Western District of Louisiana (Plaintiffs' Executive Committee Member)
- *In re Bextra and Celebrex Mktg., Sales Pracs. & Prods. Liab. Litig.*, MDL No. 1699, United States District Court, Northern District of California (Plaintiffs' Steering Committee Member)
- *In re DePuy Orthopaedics, Inc., ASR Hip Implant Prods. Liab. Litig.*, MDL No. 2197, United States District Court, Northern District of Ohio (Plaintiffs' Executive Committee Member)
- *In re Medtronic, Inc. Sprint Fidelis Leads Prods. Liab. Litig.*, MDL No. 1905, United States District Court, District of Minnesota (Plaintiffs' Steering Committee Member)
- *In re Vioxx Prods. Liab. Litig.*, MDL No. 1657, United States District Court, Eastern District of Louisiana (Plaintiffs' Steering Committee Member)
- *In re Yasmin and YAZ (Drospirenone) Mktg., Sales Pracs. & Prods. Liab. Litig.*, MDL No. 2100, United States District Court, Southern District of Illinois (Plaintiffs' Steering Committee Member)
- *In re Zoloft (Sertraline Hydrochloride) Prods. Liab. Litig.*, MDL No. 2342, United States District Court, Eastern District of Pennsylvania (Co-Lead Counsel)
- *In re Zyprexa Prods. Liab. Litig.*, MDL No. 1596, United States District Court, Eastern District of New York (Plaintiffs' Steering Committee Member)
- *In re Biomet M2a Magnum Hip Implant Prods. Liab. Litig.*, MDL No. 2391, United States District Court, Northern District of Indiana (Plaintiffs' Executive Committee Member)
- *In re Heparin Prods. Liab. Litig.*, MDL No. 1953, United States District Court, Northern District of Ohio (Plaintiffs' Executive Committee Member)
- *Risperdal® and Invega® Product Liability Cases*, JCCP No. 4775, Los Angeles County Superior Court (Co-Lead Counsel)



**Mark P. Robinson, Jr.**  
*Founding and Senior Partner*

Mark P. Robinson, Jr. is the founder and senior partner of Robinson Calcagnie, Inc. Mr. Robinson earned his Bachelor of Arts degree from Stanford University and graduated *cum laude* from Loyola School of Law. His legal practice is devoted to consumer safety and he has worked on thousands of products liability cases, including the landmark Ford Pinto case, *Grimshaw v. Ford Motor Company*, where a jury in Orange County, California, awarded \$128 million in compensatory and punitive damages. The verdict was recognized by the Association of Trial Lawyers of America as one of the ten most significant civil trials of the past millennium.

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Practice Areas

Product Liability  
Personal Injury  
Consumer Class Actions  
Pharmaceutical and Medical  
Device

Education

**Stanford University** – B.A.,  
1968, Economics

**Loyola Law School** – J.D., *cum laude*, 1972

Publications

*The Death of the Civil Jury Trial*,  
Los Angeles Daily Journal (2014)  
*Why We Need Trial Lawyers*, Wall  
Street J. (Feb. 24, 2010)  
*Catalyst for Change: How Products  
Liability Litigation Has Made  
Products Safer*, Advocate, CAOC  
(Mar. 2010)

Mr. Robinson's other significant trials include: *Anderson v. General Motors*, where a Los Angeles jury awarded \$4.9 billion to burn victims in an automobile crash; *Barnett v. Merck*, a \$51 million verdict in New Orleans federal court against the manufacturer of the prescription drug Vioxx; *Ketchum vs. Hyundai*, where a Los Angeles County jury awarded \$15 million to a young boy paralyzed by a defective seat belt during a collision; *Oliver vs. Nissan*, where a jury returned a \$9 million verdict in a product liability action in Los Angeles County; *Siu v. General Motors*, a \$9 million judgment in a product liability action in San Diego; *Fair v. Ford*, a \$12 million award in a wrongful death action in Kentucky arising from a post-collision fire involving a school bus; and *Solorio v. Nissan, et al.*, an August 9, 2016 \$46 million verdict in a leg-off personal injury action in Riverside County.

Mr. Robinson was the 2014 National President of the American Board of Trial Advocates (ABOTA), a national association of experienced trial lawyers and judges with chapters in all 50 states. He is a Fellow of the American College of Trial Lawyers, a highly selective professional society of trial lawyers and judges (including the justices of the United States Supreme Court) whose members are selected only by invitation. He is a past president of the Orange County Chapter of the American Board of Trial Advocates. In 2011, he was chosen to serve on the Judicial Council of California Court Case Management Internal Committee. In 1999, he was elected to serve as President of the Consumer Attorneys of California (CAOC), formerly the California Trial Lawyers Association.

In June of 2013, Mr. Robinson received the Philip Burton Lifetime Legal Achievement Award from Consumer Watchdog, a national non-profit organization which advocates for taxpayer and consumer interests. In 2011, he was inducted by the California Bar Association Litigation Section into their Trial Lawyer Hall of Fame. In 2010, as well as in 1999, Mr. Robinson received the California Attorney of the Year (CLAY) Award, presented annually by California Lawyer magazine to attorneys whose achievements have made a profound impact on the law. In 2008, he was named California ABOTA Trial Lawyer of the Year for California, and was also honored by the Anti-Defamation League (Orange County/Long Beach) with the Marcus Kaufman Jurisprudence Award. In 2007, he received the Champion of Justice Award from the Civil Justice Program in Southern California.



## Daniel S. Robinson

### Partner

Daniel S. Robinson is a partner at Robinson Calcagnie, Inc., focusing on civil litigation. He is admitted to practice law in New York, Pennsylvania and California. Dan believes in the true administration of justice for victims of negligence and wrongdoing.

Most of Dan's practice focuses on complex litigation. In 2017, he was appointed Interim Co-Lead Counsel in *Dodge v PHH Corporation, et al.*, 8:15-cv-01973, by the Hon. Fernando M. Olguin. In 2014, Dan was appointed Co-Lead Counsel in the *Risperdal® and Invega® Product Liability Cases*, JCCP No. 4775, by the Hon. William F. Highberger. In 2012, Dan was appointed to the Plaintiffs' Executive Committee in the *Biomet M2a Magnum MDL* by the Hon. Robert L. Miller, Jr. In 2012, Dan was appointed to the Plaintiffs' Steering Committee in *In re Actos Product Liability Cases*, JCCP No. 4696, by the Hon. Kenneth R. Freeman. He was also selected to the Plaintiffs' Steering Committee in *In re Fosamax/Alendronate Sodium Drug Cases*, JCCP No. 4644. In 2009, Dan was appointed to the Plaintiffs' Executive Committee for the Contaminated Heparin Litigation, MDL 1953, by the Hon. James G. Carr.

Dan also handles cases involving significant privacy violations, class actions and general business litigation. In 2017, he was appointed Co-Lead Counsel in *Yahoo! Inc. Private Information Disclosure Cases*, JCCP No. 4895, by the Hon. Thierry P. Colaw. In 2016, Dan was appointed Interim Co-Lead Counsel in *In re 21<sup>st</sup> Century Oncology Customer Data Security Breach Litigation*, MDL 2737, by the Hon. Mary S. Scriven; and Interim Co-Lead Counsel in *In re Experian Data Breach Cases* by the Hon. Andrew J. Guilford. In 2012, Dan was appointed Co-Lead Counsel in *St. Joseph Health System Medical Information Cases*, JCCP No. 4716, by the Hon. Kim G. Dunning. In 2011, Dan was appointed Lead Counsel in JCCP 4647, *In Blue Cross of California Website Security Cases*.

In July 2017, Dan received the AAJ Above and Beyond Award. Dan has been honored by the Daily Journal as one of the Top 25 Plaintiffs Lawyers in California. He has been selected for The Best Lawyers in America®, a nationwide peer-reviewed survey, every year since 2013. Dan has been selected as a "Super Lawyer" by Super Lawyers Magazine every year since 2014 (Rising Star in 2013 and 2012). He was named as one of the Daily Journal's Top 20 Attorneys Under 40 in California in 2015, and in 2014 received the American Association of Justice Wiedemann & Wysocki Award for demonstrating a "commitment to the profession and support for improving the civil justice system." In 2012, The National Trial Lawyers named Dan as one of the Top 40 Lawyers Under 40 in the United States. Dan was awarded the 2011 Young Gun Award by the Orange County Trial Lawyers Association for "exceptional trial skills, ideals of legal ethics, and dedication to the principal of preserving access to a justice system for every person."

Before working at Robinson Calcagnie, Inc., Dan was a civil litigator at O'Melveny & Myers, LLP, where he handled matters of general business litigation. Before that, Dan served as an Assistant District Attorney in the New York County District Attorney's Office under the Hon. Robert M. Morgenthau, where he conducted numerous criminal trials, investigations and grand jury proceedings in the Trial Bureau Division and the Domestic Violence, Public Assistance Fraud, Counterfeit Trafficking, and Identity Theft prosecution units.

Dan was appointed as the 2018 President of Project Youth OCBF's Society of Fellows. In 2018, Dan was elected to be the 2019 Secretary of the Orange County Bar Association. He served as co-chair of the Public Law Center's (PLC) 2017 and 2018 Volunteers for Justice Dinner. Dan is also an elected member of the OCBA Board of Directors and has served on OCBA's Judiciary Committee, Civility Task Force, Mentoring Committee, 1L Kickstart Program, and the OCBA Charitable Fund Board. In 2016 and 2017, he co-chaired OCBA's Annual Judge Kenneth Lae Golf Tournament. He has served six years as co-chair of OCBF's OC Marathon Committee and as a member of its Higher Education Mentoring Committee. He is a member of the Board of Directors for Loyola Law School and CAOC. He is also a member of OCTLA, ABTL, and the Celtic Bar Association.

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#### Practice Areas

Product Liability  
Personal Injury  
Consumer Class Actions  
Consumer and Data Privacy  
Pharmaceutical and Medical Device

#### Education

**Williams College** – B.A., 1998,  
English

**Loyola Law School** – J.D.,

#### Bar Admissions

2004, New York  
2006, California  
2011, Pennsylvania

#### Publications

*Using Expert Witnesses, Anatomy of a Personal Injury Lawsuit* (AAJ Press 2015)



## Wesley K. Polischuk

*Partner*

Wesley K. Polischuk is a partner at Robinson Calcagnie, Inc. where he represents plaintiffs in product liability, pharmaceutical, medical device and personal injury cases, in addition to class action litigation involving fraud, misrepresentation, consumer and data privacy and other consumer protection.

Specifically, Mr. Polischuk represents plaintiffs involving the following pharmaceuticals and medical devices: YAZ/Yasmin/Ocella (*In re Yasmin and YAZ (Drospirenone) Mktg., Sales Pracs. & Prods. Liab. Litig.*, MDL No. 2100, United States District Court, Southern District of Illinois), DePuy ASR hip implants (*In re DePuy Orthopaedics, Inc., ASR Hip Implant Prods. Liab. Litig.*, MDL No. 2197, United States District Court, Northern District of Ohio), DePuy Pinnacle hip implants (*In re DePuy Orthopaedics, Inc., Pinnacle Hip Implant Prods. Liab. Litig.*, MDL No. 2244, United States District Court, Northern District of Texas), Stryker Rejuvenate hip implants (*In re Stryker Rejuvenate and ABG II Hip Implant Prods. Liab. Litig.*, MDL No. 2441, United States District Court, District of Minnesota), Xarelto (*In re Xarelto (Rivaroxaban) Prods. Liab. Litig.*, MDL No. 2592, United States District Court, Eastern District of Louisiana), Risperdal (*Risperdal and Invega Product Liability Cases*, JCCP No. 4775, Los Angeles County Superior Court), Testosterone (*In re Testosterone Replacement Therapy Prods. Liab. Litig.*, MDL No. 2545, United States District Court, Northern District of Illinois), Wright hip implant (*Wright Hip System Cases*, JCCP No. 4710, Los Angeles County Superior Court) and Biomet hip implant (*In re Biomet M2a Magnum Hip Implant Prods. Liab. Litig.*, MDL No. 2391, United States District Court, Northern District of Indiana).

Mr. Polischuk also handles cases involving harm resulting from the wrongful disclosure of personal, health and other protected information. Along with Robinson Calcagnie, Inc. Partner Daniel S. Robinson, he successfully represented tens of thousands of consumers in *St. Joseph Health System Medical Information Cases*, JCCP No. 4716, which resulted in a \$39.5 million settlement on behalf of consumers just prior to the start of trial. Mr. Polischuk was also involved in *Blue Cross of California Website Security Cases*, which resulted in a settlement providing millions of dollars in benefits for over 640,000 WellPoint customers whose information and health records were disclosed on the Internet.

Mr. Polischuk was named a Super Lawyers Rising Star by *Super Lawyers Magazine* from 2013 to 2018. He is the President of the Associate Board of Project Youth OCBF, which provides integrated prevention and intervention services to at-risk youth in Orange County that address barriers to education, health, youth crime, teen pregnancy, and substance abuse. He is a member of the American Association for Justice, Consumer Attorneys of California and the Orange County Trial Lawyers Association.

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### Practice Areas

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Personal Injury  
Consumer Class Actions  
Consumer and Data Privacy  
Pharmaceutical and Medical  
Device

### Education

**University of California, San Diego** – B.A., Department Honors in Economics with Distinction, 2004, Economics

**California Western School of Law** – J.D., *cum laude*, 2007

### Publications

*Is Your Client an Online Social Butterfly*, Trial (October 2010)





## Genevieve R. Micek

### Attorney

Genevieve R. Micek is an attorney at Robinson Calcagnie, Inc. where she represents plaintiffs in personal injury, mass tort, and class action litigation involving product liability, pharmaceutical drugs, and consumer and data privacy.

Genevieve Micek received her Juris Doctorate from Rutgers University-Camden School of Law, where she served as associate managing editor of the Rutgers Journal of Law and Religion. During law school, Ms. Micek was selected to serve as a Marshall Brennan Fellow, spending a semester teaching constitutional law at a local Camden high school. She also served as treasurer of the American Constitution Society and participated in the Hunter Moot Court Competition. During her last year of law school, Ms. Micek participated in the Juvenile Justice Clinic, representing children in Camden's juvenile court. Prior to law school, Ms. Micek attended Penn State and received her Bachelor of Science degree in Finance and International Business.

Prior to joining the firm, Ms. Micek served as a law clerk to the Honorable Carol E. Higbee, J.S.C. T/A, of the Superior Court of New Jersey, Appellate Division. Ms. Micek began her clerkship as Judge Higbee's law clerk in the Civil Division where Judge Higbee was assigned to the mass tort docket and served as the Presiding Civil Judge for the New Jersey Superior Court, Atlantic County. Ms. Micek also served as Judge Higbee's law clerk in the Appellate Division after Judge Higbee was elevated to the Appellate Division.

Since joining the firm in 2014, Ms. Micek has devoted her practice to representing hundreds of plaintiffs who have been irreparably damaged by pharmaceutical drugs. Recently, she was a member of the trial team in *Echeverria v. Johnson & Johnson*, which resulted in a \$417 million jury verdict in 2017.

Ms. Micek is admitted to practice law in California, New Jersey and Pennsylvania.

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#### Practice Areas

Product Liability  
Personal Injury  
Consumer Class Actions  
Consumer and Data Privacy  
Pharmaceutical and Medical  
Device

#### Education

**Pennsylvania State University** –  
B.S., 2010, Finance &  
International Business

**Rutgers University - Camden**  
School of Law – J.D., 2013



## Michael W. Olson

### Attorney

Michael W. Olson is an attorney at Robinson Calcagnie, Inc. where he represents plaintiffs in personal injury, mass tort, and class action litigation involving product liability, pharmaceutical drugs, and consumer and data privacy.

After receiving his undergraduate degree from the University of California, Los Angeles, Mr. Olson graduated from the University of California, Irvine School of Law. While at UC Irvine School of Law, Mr. Olson served as a staff editor on the UC Irvine Law Review and as a board member of the UC Irvine Moot Court competition. Mr. Olson also participated in the UC Irvine Appellate Litigation Clinic, where he argued an immigration case before the Ninth Circuit Court of Appeals. During law school, Mr. Olson served as a law clerk under the Honorable Theodor C. Albert of the United States Bankruptcy Court, Central District of California. He also served as an extern for the United States Attorney's Office, Criminal Division in Santa Ana, California, and for the Appeals, Writs, and Trials section of the California Attorney General's Office in Los Angeles, California, where he drafted respondent's briefs to criminal appeals and successfully argued several cases before the Second District of the California Court of Appeal.

Since joining the firm, Mr. Olson has gained extensive experience representing plaintiffs in class action and mass tort cases. Recently, Mr. Olson has worked on *In re Experian Data Breach Litigation*, Case No. 8:15-cv-01592 AG (DFMx) (C.D. Cal.), a class action regarding a data breach involving more than 15 million putative class members.

Mr. Olson also helped secure a \$17 million class action settlement in *Dodge et. al. v. PHH Corp. et. al.*, Case No. 8:15-CV-01973-FMO-AFM (C.D. Cal.), where a nationwide class of mortgage borrowers alleged that the defendants improperly referred title insurance or escrow-related charges to one another in exchange for certain things of value in violation of the Real Estate Settlement Procedures Act, 12 U.S.C. § 2607.

Mr. Olson is a member of the Orange County Bar Association, including its Young Lawyers Division.

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#### Practice Areas

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Pharmaceutical and Medical  
Device

#### Education

**University of California, Los Angeles** – B.A., *cum laude*,  
History, 2011

**University of California, Irvine  
School of Law** – J.D., 2016