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11 *Attorneys for Plaintiffs and the Class*

14 **UNITED STATES DISTRICT COURT**
15 **NORTHERN DISTRICT OF CALIFORNIA**

16 **VALERIE LEMBECK, ROBERT LANGE,**
17 **and ANDREW MILLER,** *on behalf of themselves*
18 *and all others similarly situated,*

18 Plaintiff,

19 v.

21 **ARVEST CENTRAL MORTGAGE CO.,**

22 Defendant.

Case No. 3:20-cv-03277-VC

DECLARATION OF KRISTEN G. SIMPLICIO IN SUPPORT OF PLAINTIFFS' MOTION FOR FEES, COSTS, AND SERVICE AWARDS

Date: August 12, 2021

Time: 2:00 p.m.

Courtroom:

Judge: Vince Chhabria

Date Filed: May 14, 2020

Trial Date: None set

1 I, Kristen G. Simplicio, declare:

2 1. I am an attorney admitted to practice in the State of California, a partner at Tycko &
3 Zavareei (“TZ”), and counsel of record for Plaintiffs and the Class in this case. I have personal
4 knowledge of all of the facts set forth in this Declaration unless otherwise stated, and I am competent
5 to testify to these facts if called on to do so.

6 2. I make this Declaration in support of Plaintiffs’ Motion for Fees, Costs, and service
7 awards. In that regard, I discuss, in the following order: (a) the history of this litigation, which includes
8 a summary description of the legal services provided by TZ in this litigation, including expected work
9 under the Settlement Agreement; (b) the risks borne by TZ and the Plaintiffs; (c) TZ’s experience; and
10 (d) the time, rate, expenses, and other data underlying the application for attorneys’ fees and costs.

11 **A. History of the Litigation**

12 3. This settlement consolidates three separate actions, *Lembeck v. Arvest Central Mortgage*
13 *Co.*, No. 3:20-cv-03277-VC (N.D. Cal.), *Lange v. Arvest Central Mortgage Co.*, No. 4:20-cv-293-LPR (E.D.
14 Ark.), and *Miller v. Arvest Central Mortgage Co.*, No. 20-010342-CA-01 (Fla. Cir. Ct., Miami-Dade Cty.)
15 (the “Lawsuits”). Prior to filing each case, attorneys at my firm spent substantial time investigating the
16 factual and legal bases for the matters set forth in the complaints. Attorneys at my firm interviewed
17 potential class members, reviewed information about the fees charged by Arvest Central Mortgage
18 Co. (“Arvest”) on its website, reviewed documents provided by the Plaintiffs and other potential class
19 members, and researched the applicable law.

20 4. The work done to bring these lawsuit in late 2019 and throughout 2020 was part of
21 work done by my firm in connection with a series of lawsuits against mortgage loan servicers for the
22 collection of Pay-to-Pay fees from residential borrowers. *See Austin v. Lakeview Loan Servicing*, No.
23 1:20-cv-01296-RDB (D. Md.); *Bingham v. Caliber Home Loans*, No. 1:20-cv-00338-TDS-LPA
24 (M.D.N.C.); *Brown v. Lakeview Loan Servicing*, No. 3:20-cv-00280-FDW-DSC (W.D.N.C.); *Brown v.*
25 *PennyMac Loan Services*, No. 5:20-cv-01052-FMO(KKx) (C.D. Cal.); *Cheney v. Lakeview Loan Servicing*,
26 No. 3:20-cv-03016 (N.D. Cal.); *Dawkins v. Carrington Mortgage Co.*, No. 20-cv-60998 (S.D. Fla.); *Elbert*
27 *v. RoundPoint Loan Servicing*, No. 3:20-cv-00250-MMC(N.D. Cal.); *Owoc v. LoanCare LLC*, No. 20-cv-
28 60805-RS (M.D. Fla.); *McFadden v. Nationstar Mortgage Co. d/b/a Mr. Cooper*, No. 1:20-cv-00166-EGS

1 (D.D.C.); *Ochondo v. Specialized Loan Servicing*, No. 1:20-cv-00701 (D. Colo.); *Tabat v. Select Portfolio*
2 *Services*, No. 3:19-cv-01264-HES-JRK (M.D. Fla.); *Thomas-Lawson v. Carrington Mortgage Co.*, No. 1:19-
3 cv-03567-CCB (D.Md.); *Fernandez v. Rushmore Loan Servicing*, No. 30-2020-01128156-CU-AT-CXC
4 (Cal. Sup. Ct., Orange Cty.) (collectively “Related Litigation”). Each of these cases was filed with my
5 co-counsel, James Kauffman of Bailey Glasser LLP (“BG”). As discussed in more detail in the
6 concurrently filed Declaration of James Kauffman, Mr. Kauffman and BG had filed several other
7 similar cases against other mortgage loan services before our two firms worked on these matters.

8 5. Throughout the work on these Lawsuits and the Related Litigation, TZ worked
9 closely with BG to formulate case strategy. Work was divided between the firms to avoid duplication
10 of efforts. In the course of billing, efforts were also undertaken to ensure that work performed that
11 collectively benefited these Lawsuits as well as Related Litigation was not disproportionately being
12 attributed to the Lawsuits herein. Rather, the billing records and work performed herein do not
13 reflect every hour of work performed that directly benefited this litigation; rather, counsel was able
14 to occasionally rely on templates or research done in conjunction with cases that moved slightly ahead
15 of this case.

16 6. BG and TZ divided the work in managing and litigating the cases. Where possible,
17 we endeavored to divide work based on which firm’s attorneys had the most experience in a given
18 area. For example, Mr. Kauffman practiced in Arkansas for many years, where he is a licensed
19 member of the bar, and has handled various matters in the Florida courts. Given his familiarity with
20 the local rules of those Courts as well as the law, he and BG took a larger role handling the *Lange* and
21 *Miller* matters. As discussed in more detail in paragraphs 21-22, I have handled a number of consumer
22 matters in this District, and thus, TZ took a larger role in the *Lembecke* matter. Thus, while both
23 attorneys at both firms remained apprised of the status of and deadlines in all the cases, as a matter
24 of general practice, BG was primarily responsible for the preparation of stipulations and other routine
25 case management filings as well as reviewing and communicating information regarding local
26 procedures and rules to the team in *Miller* and *Lange*, whereas TZ generally led such efforts in *Lembecke*.
27
28

1 7. Throughout this case, both firms participated in the drafting and preparing of written
2 work product. TZ consulted with clients and prepared the complaints in the three Lawsuits. TZ
3 sought BG's consultation in the preparation, due to the BG's prior experience in this area.

4 8. Arvest filed motions to dismiss in each of the three Lawsuits. TZ took the lead role
5 preparing the opposition filed in this matter, with input and consultation from BG. Likewise, TZ
6 provided consultation and input to BG in the preparation of the oppositions to the motions to
7 dismiss in *Lange* and *Miller*. TZ also provided assistance to BG in its preparation of a motion for
8 remand, which was filed in *Miller*.

9 9. I argued the motion to dismiss before this Court. BG and attorneys at TZ assisted
10 me with preparations, and because of his familiarity with these cases, Mr. Kauffman attended the
11 hearing and second chaired.

12 10. TZ and BG worked on the case management conference statement, negotiating a
13 schedule with Arvest. Mr. Kauffman and I appeared for the November 10, 2021 case management
14 conference.

15 11. With BG's consultation, TZ prepared Initial Disclosures, Requests for
16 Interrogatories, Requests for Admission, and Requests for the Production of Documents in the
17 *Lembeck* matter, which were served shortly after the November 10 CMC.

18 12. TZ worked with BG on settlement strategy and negotiations. TZ took the lead in
19 drafting the mediation statement, with BG's consultation. Attorneys from TZ and BG attended the
20 mediation.

21 13. Following the mediation, TZ took the lead in drafting the settlement papers and
22 motion for preliminary approval, with BG's assistance. I argued the motion for preliminary approval
23 before this Court. BG and attorneys at TZ assisted me with preparations, and because of his
24 familiarity with these cases, Mr. Kauffman attended the hearing and second chaired.

25 14. TZ gave final review to the notices before disseminating and worked with the notice
26 administrator to ensure timely delivery of notice.

27 15. With BG's consultation, TZ prepared the fee petition. Each firm drafted their
28 respective declarations.

1 16. The firms will endeavor to divide up the remaining responsibilities, which will include:

- 2 - Preparation of the motion for final approval;
- 3 - Evaluate and respond to any objections received, if any;
- 4 - Communicating with the Plaintiffs and class members regarding the status of the
- 5 settlement;
- 6 - Preparing for, appearing for, and arguing the motion for final approval;
- 7 - Overseeing the distribution of settlement funds to class members; and
- 8 - Preparing and submitting the Post-Distribution Accounting

9 17. In the course of TZ's work on these matters, attorneys at TZ, including me,
10 communicated with the Plaintiffs. In my view, the three Plaintiffs took on a substantial risk by
11 bringing claims against the company that currently serviced their home loans, and undertook
12 reputational risk, as their association with these lawsuits is publicly available. Plaintiffs also worked
13 with counsel to provide information regarding their experiences and claims to enable them to join
14 this case and represent a class throughout litigation that has progressed for over a year. Plaintiffs
15 conducted searches of their personal records and shared sensitive information, including bank
16 records and mortgage documents. And Plaintiffs remained actively involved in the litigation after the
17 Settlement was reached.

18 **B. Risks Borne By TZ**

19 18. In accepting this case, TZ bore considerable risk. TZ took this case on a fully
20 contingent basis, meaning that we were not paid for any of our time, and that we paid all costs and
21 out of pocket expenses without any reimbursement to date. From the outset, TZ recognized that it
22 would be contributing a substantial amount of time and advancing significant costs in prosecuting
23 this class action, with no guarantee of compensation or recovery, in the hopes of prevailing against a
24 well-funded defense. During the pendency of the litigation, TZ turned away other work.

25 19. The theories advanced in this case were novel. While this Court agreed and accepted
26 Ms. Lembeck's view of the law, other courts have not. Indeed, TZ and BG's clients in a similar pay-
27 to-pay lawsuit were recently on the losing side of a motion to dismiss in the Central District of
28 California. *See Thomas-Lawson v. Carrington Mortg. Servs., LLC*, No. 220CV07301ODWEX, 2021

1 WL 1253578 (C.D. Cal. Apr. 5, 2021). In that decision, Judge Wright declined to follow this Court's
 2 reasoning in its order on the motion to dismiss. Notably, several of the attorneys representing Arvest
 3 also represent the mortgage loan servicer in that matter, and on behalf of our clients, TZ and BG
 4 have filed an appeal of that decision.

5 **C. TZ's Experience**

6 20. A true and correct copy of the firm resume of TZ was attached to the Declaration of
 7 Hassan Zavareei in Support of Plaintiffs' Motion for Preliminary Approval, filed February 26, 2021 at
 8 ECF No. 62-4.

9 21. I further note that prior to joining TZ in February 2020, I spent eleven years practicing
 10 in San Francisco, at Gutride Safier LLP. Gutride Safier specializes in consumer class action litigation
 11 and has been named class counsel countless times in state and district courts in California and
 12 nationwide. I worked on a number of cases in which the firm was appointed class counsel in California
 13 that obtained classwide settlements, including, but not limited to: *Kumar v. Safeway, Inc. et al.*,
 14 RG14726707 (Super. Ct. of Cal. Cty. of Alameda); *Kumar v. Salov North America Corp., et al.*, 4:14-cv-
 15 02411 (N.D. Cal.); *Koller v. Deoleo USA, Inc.*, Case No. 3:14-CV-02400-RS (N.D. Cal.); *Petit v. Procter &*
 16 *Gamble Co.*, No. 15-cv-02150 (N.D. Cal.); *Machan v. Procter & Gamble et al.*, 14-538168 (Super. Ct. of
 17 Cal. Cty. of San Francisco); *McArdle v. AT&T Mobility*, 3:2009-cv-01117 (N.D. Cal.); *Miller v. Ghirardelli*
 18 *Chocolate Company*, 3:2012-cv-4936 (N.D. Cal.); *Just Film, et al v. Merchant Services, Inc.*, et al 3:2010-cv-
 19 1993 (N.D. Cal.).

20 22. TZ was also named Class Counsel, Lead Counsel, or Settlement Class Counsel in the
 21 first four cases identified in the preceding paragraph, as well as the following consumer class actions:
 22 *Shannon Schulte, et al. v. Fifth Third Bank*, No. 1:09-cv-06655 (N.D. Ill.); *Kelly Mathena v. Webster Bank*,
 23 No. 3:10-cv-01448 (D. Conn.); *Nick Allen, et al. v. UMB Bank, N.A., et al.*, No. 1016 Civ. 34791 (Cir.
 24 Ct. Jackson County, Mo.); *Thomas Casto, et al. v. City National Bank, N.A.*, 10 Civ. 01089 (Cir. Ct.
 25 Kanawha County, W. Va.); *Eaton v. Bank of Oklahoma, N.A., and BOK Financial Corporation, d/b/a Bank*
 26 *of Oklahoma, N.A.*, No. CJ-2010-5209 (Dist. Ct. for Tulsa County, Okla.); *Lodley and Tehani Taulva, et*
 27 *al., v. Bank of Hawaii and Doe Defendants 1-50*, No. 11-1-0337-02 (Cir. Ct. of 1st Cir., Haw.); *Jessica Duval,*
 28 *et al. v. Citizens Financial Group, Inc., et al.*, No. 1:10-cv-21080 (S.D. Fla.); *Mascaro, et al. v. TD Bank, Inc.*,

No. 10-cv-21117 (S.D. Fla.); *Theresa Molina, et al. v. Intrust Bank, N.A.*, No. 10-cv-3686 (18th Judicial Dist., Dist. Ct. Sedgwick County, Kan.); *Trombley v. National City Bank*, 1:10-cv-00232-JDB (D.D.C.); *Jonathan Jones, et al. v. United Bank and United Bankshares, Inc.*, No. 11-C-50 (Cir. Ct. of Jackson County, W. Va.); *Amber Hawthorne, et al. v. Umpqua Bank*, No. 4:11-cv-06700 (N.D. Cal.); *Sylvia Hawkins, et al. v. First Tennessee Bank, N.A.*, No. CT-004085-11 (Cir. Ct. of Shelby County, Tenn.); *Jane Simpson, et al. v. Citizens Bank, et al.*, No. 2:12-cv-10267 (E.D. Mich.); *Alfonse Forgione, et al. v. Webster Bank, N.A.*, No. UWY-CV12-6015956-S (Super. Ct. Judicial Dist. of Waterbury, Conn.); *Sherry Bodnar v. Bank of America, N.A.*, No. 5:14-cv-03224-EGS (E.D. Pa.); *Wong v. TrueBeginnings LLC d/b/a True.com*, No. 3-07 Civ. 1244-N (N.D. Tex.); *Geis v. Airborne Health, et al.*, Civil Action No. 2:07 Civ. 4238-KSH-PS (D. N.J.); *Dennings, et al. v. Clearwire Corporation*, No. 2:10-cv-01859 (W.D. Wash.); *In Re: Higher One Oneaccount Marketing And Sales Practices Litigation*, No. 3:12-md-02407 (VLB) (D. Conn.); *Galdamez v. I.Q. Data International, Inc.*, No. 15-cv-1605 (E.D. Va.); *Brown v. Transurban USA*, No. 15-cv-494 (E.D. Va.); *Gatinella et al. v. Michael Kors (USA)*, 14-cv-5731 (S.D.N.Y.); *Grayson, et al. v. General Electric Company*, 3:13-cv-1799 (D. Conn.); *Farrell, et al. v. Bank of America, N.A.*, No. 3:16-00492 (S.D. Cal.); *In re: APA Assessment Fee Litigation*, 1:10-cv-01780 (D.D.C.); *Griffith v. ContextMedia Health, LLC d/b/a Outcome Health*, No. 1:16-cv-02900 (N.D. Ill.); *Scott, et al. v. JPMorgan Chase & Co.*, No. 17-cv-249 (D.D.C.); *In re Think Finance, LLC*, et al., No. 17-bk-33964 (Bankr. N.D. Tex.); *Gibbs v. Plain Green, LLC*, No. 3:17-cv-495 (E.D. Va.); and *Meta v. Target Corp., et al.*, No. 14-cv-0832 (N.D. Ohio). Each of these actions has resulted in a settlement that has been finally approved.

D. Lodestar and Expenses for TZ

23. Based on the time records of TZ, TZ has spent 362.50 hours prosecuting these three Lawsuits through June 12, 2021. The total number of hours, as well as the lodestar computed at our 2021 rates, is shown in the following table:

Name	Title	Hours	Rate	Lodestar
David Lawler	Of Counsel	2.0	\$914	\$1,828.00
Dia Rasinariu	Associate	5.5	\$465	\$2,557.50
Hassan Zavareei	Partner	28.6	\$914	\$26,140.40

1	Katherine Aizpuru	Associate	68.7	\$465	\$31,945.50
2	Kristen Simplicio	Partner	132.90	\$759	\$100,871.10
3	Mallory Morales	Associate	7.4	\$378	\$2,797.20
4	V Prentice	Associate	3.8	\$465	\$1,767.00
5	Jennifer Thelusma	Fellow	68.8	\$378	\$26,006.40
6	Matthew Folkerts	Paralegal	1.8	\$206	\$370.80
7	Maura Dunn	Paralegal	0.7	\$206	\$144.20
8	Nicole Porzenheim	Paralegal	42.30	\$206	\$8,713.80
9	Total Hours / Lodestar		362.50		\$203,141.90

10
11 24. I reviewed the time entries, and believe the hours expended were reasonable and
12 necessary to securing the result in this case. The above chart was prepared from contemporaneous
13 detailed daily time records regularly prepared and maintained by TZ utilizing timekeeping software to
14 which all employees have access. In my opinion, the time spent by attorneys and staff of TZ was
15 reasonable and necessary. Indeed, by prosecuting this case purely on a contingency basis and not
16 being paid by the hour, TZ attorneys and staff worked efficiently and avoided unnecessary work. The
17 hourly rates are based on the typical hourly rates for lawyers of similar experience in the communities
18 in which Class Counsel practice.

19 25. The hourly rates shown for the attorneys at Tycko & Zavareei are our 2021 rates
20 charged as delineated by the Adjusted Laffey Matrix (<http://www.laffeymatrix.com/>), which provides
21 market rates for attorneys working in the Washington, D.C. area. *See, e.g., DL v. Dist. of Columbia*, 924
22 F.3d 585 (D.C. Cir. 2019) (discussing the history and basis of the Laffey matrix). Although the
23 Adjusted Laffey Matrix is updated annually, courts have awarded attorneys' fees consistent with the
24 Adjusted Laffey Matrix to my firm in a number of cases. *See, e.g., Kumar v. Salov North America Corp.*,
25 No. 14-CV-2411-YGR, 2017 WL 2902898 (N.D. Cal. July 7, 2017); *Stathakos v. Columbia Sportswear Co.*,
26 No. 15-CV-04543-YGR, 2018 WL 1710075, at *6 (N.D. Cal. Apr. 9, 2018); *Meta v. Target Corp., et al.*,
27 No. 14-cv-0832 (N.D. Ohio Aug. 7, 2018), Dkt. 179; *In re Think Finance, LLC, et al.*, No. 17-bk-
28 33964 (Bankr. N.D. Tex.); *Brown v. Transurban USA, Inc.*, No. 1:15CV494 (JCC/MSN), 2016 WL

1 6909683 (E.D. Va. Sept. 29, 2016); *Small v. BOKF, N.A.*, No. 1:13-cv-01125-REB-MJW (D. Colo.);
2 *Soule v. Hilton Worldwide, Inc.*, No. CV 13-00652 ACK-RLP, 2015 WL 12827769 (D. Haw. Aug. 25,
3 2015); *Beck v. Test Masters Educ. Servs., Inc.*, 73 F. Supp. 3d 12 (D.D.C. 2014); *see also Mancini v. Dan P.*
4 *Plute, Inc.*, 358 F. App'x 886 (9th Cir. 2009); *Harris et al. v. Farmers Insurance Exchange et al.*, BC579498
5 (Cal. Super. Ct., L.A. Cty. Aug. 30, 2020) (accepting Adjusted Laffey Matrix as evidence of reasonable
6 hourly rates charged by Washington, D.C. attorneys).

7 26. The total number of hours is based only on the hours reasonably expended to achieve
8 an excellent result for the Settlement Class. Our firm coordinated our efforts in the litigation of this
9 case with our co-counsel to ensure that there was no duplicative or unnecessary work. Because our
10 firm is experienced in litigating actions of this type, we were able to efficiently divide tasks based on
11 expertise.

12 27. In my opinion, the time expended and expenses incurred in prosecuting this action
13 were reasonable and necessary for the diligent litigation and fair resolution of this matter. The lodestar
14 reflected in the above extract does not include all of the time to be devoted to preparing for and
15 appearing at the final approval hearing, or dealing with post-hearing matters.

16 28. I anticipate that TZ and BG will devote substantial additional time to this case through
17 its completion. Based on my experience, I predict that the additional work will cause the total lodestar at
18 the close of this case to exceed the amount requested. Specifically, the following tasks (and estimated
19 time to complete the work) will likely incur at least \$30,000 in lodestar, and more if there are objections:

- 20 - Preparation of this petition after June 12, 2021 (15 hours);
- 21 - Monitoring notice administration (3 hours);
- 22 - Evaluating and responding to any objections received, if any (3-25 hours);
- 23 - Preparing the motion for final approval and related declarations, including reviewing time
24 records for updated fee and lodestar information and working with the notice
25 administrator on necessary documentation (25 hours);
- 26 - Preparing for, appearing for, and arguing the motion for final approval (5 hours);
- 27 - Communicating with the Plaintiffs and class members regarding the status of the
28 settlement (5-10 hours);

- 1 - Overseeing the distribution of settlement funds to class members (5 hours); and
- 2 - Preparing and submitting the Post-Distribution Accounting (5 hours).

3 29. Tycko & Zavareei also carried some of the costs in this litigation—taking on this risk for
4 the putative class members. Specifically, Tycko & Zavareei incurred \$ 1,577.56 in unreimbursed case-
5 related expenses, including expenses related to filing, travel, copying, and case administration.
6 Expenses are accounted for and billed separately and are not duplicated in my firm’s professional
7 billing rate. TZ has not received reimbursement for expenses incurred in connection with this
8 litigation. The actual expenses incurred in the prosecution of this case is reflected on the computerized
9 accounting records of my firm prepared by bookkeeping staff, based on receipts and check records,
10 and accurately reflect all actual expenses incurred. These expenses were necessary to prosecuting
11 litigation of this size and complexity on behalf of the Settlement Class, and they are typical of expenses
12 regularly awarded in large-scale class actions. Indeed, because Tycko & Zavareei was responsible for
13 advancing all expenses incurred, Tycko & Zavareei had a strong incentive not to spend any funds
14 unnecessarily. An itemized list of Tycko & Zavareei’s expenses is attached hereto as **Exhibit A**.

15 I declare under penalty of perjury under the laws of California that the foregoing is true and
16 correct, and that this declaration was executed in Washington, DC on June 15, 2021.

17 

18 _____
19 Kristen G. Simplicio

EXHIBIT A

Date	Description	Billable Value
1/6/2020	Postage	\$1.00
1/31/2020	Photocopies	\$0.90
2/18/2020	Postage	\$1.00
2/25/2020	Postage	\$1.00
2/29/2020	Photocopies	\$1.05
3/1/2020	Westlaw online research in Feb 2020	\$13.52
3/10/2020	Postage	\$1.00
3/16/2020	Postage	\$1.00
3/31/2020	Photocopies	\$0.90
4/1/2020	Postage	\$0.50
6/1/2020	Westlaw online research during May 2020	\$238.28
6/1/2020	Westlaw online research during May 2020	\$99.42
8/31/2020	PACER 2nd quarter court document retrieval	\$14.00
8/31/2020	Federal express delivery on 8/11/20	\$45.81
9/1/2020	Aug 2020 Westlaw online research	\$136.82
10/1/2020	Sep 2020 Westlaw Online Legal Research	\$100.55
11/1/2020	Westlaw online legal research in October 2020	\$31.73
11/30/2020	Court document retrieval during the 3rd quarter 2020	\$29.60
12/1/2020	Court document retrieval from A. Dub, transcriber	\$165.75
12/30/2020	Federal express delivery on 12/5/20	\$40.46
1/1/2021	Westlaw online research in December 2020	\$39.89
1/31/2021	Jan 2021 Westlaw online research	\$34.59
1/31/2021	Jan 2021 Westlaw online research	\$5.27
2/16/2021	Conference calls during November 2020	\$8.20
2/28/2021	Feb 2021 Westlaw online research	\$529.00
3/1/2021	Conference calls in Dec 2020	\$2.41
3/1/2021	Court document retrieval from Pacer in 4th Quarter 2020	\$9.80
3/1/2021	Court document retrieval from Pacer in 4th Quarter 2020	\$0.10
3/31/2021	Mar 2021 Westlaw online research	\$24.01

Total: \$1,577.56