

Exhibit 2

Nassiri Declaration

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22 Attorneys for Plaintiffs and the Putative Class

23 **UNITED STATES DISTRICT COURT**
24 **NORTHERN DISTRICT OF CALIFORNIA**
25 **SAN JOSE DIVISION**

26 In re GOOGLE REFERRER HEADER PRIVACY
27 LITIGATION

28 _____
This Document Relates To: All Actions

Case No. 5:10-cv-04809-EJD

CLASS ACTION

**DECLARATION OF KASSRA P.
NASSIRI IN SUPPORT OF
PLAINTIFFS' MOTION FOR
FEES AND FINAL APPROVAL
OF CLASS ACTION
SETTLEMENT**

Date: August 29, 2014
Time: 9:00 a.m.
Place: Courtroom 4, 5th Floor
Judge: Hon. Edward J. Davila

1 Pursuant to 28 U.S.C. § 1746, I, Kassra P. Nassiri, hereby declare and state as follows:

2 1. I make this declaration of my own personal knowledge, except for those matters
3 stated on information and belief. If called to testify, I could and would do so competently about
4 the matters stated herein.

5 2. I am an attorney admitted to practice in the State of California. I am a principal in
6 the firm Nassiri & Jung LLP and represent Plaintiffs as co-lead counsel in this matter.

7 3. I am a 2001 graduate of Harvard Law School, and have been a licensed attorney
8 since that year. A more complete recitation of my experience and background, including my
9 extensive experience litigating consumer class actions on behalf of plaintiffs, appears in the law
10 firm résumé for Nassiri & Jung LLP, submitted herewith as **Exhibit 2-1**.

11 **Class Counsel Worked Diligently to Achieve an Excellent Result for Plaintiffs in This Action.**

12 4. My firm worked diligently throughout this litigation, first to litigate aggressively
13 against Google and its experienced defense counsel, and then to reach a Settlement that provides
14 unprecedented relief to a class estimated to be more than 100 million individuals.

15 5. On April 25, 2012, Plaintiffs served 67 Requests for Admission on Google. Google
16 responded and served objections to these Requests on June 13, 2013. We drafted several dozen
17 Requests for Production of Documents and additional Requests for Admission in 2013.

18 6. On behalf of the plaintiff class, Michael Aschenbrener and I made several attempts
19 to settle this case. None of these efforts was successful in reaching any agreement whatsoever
20 until January 2013. We met with counsel for Google in person in January 2011, February 2011,
21 and June 2012. Post-meeting discussions continued throughout the summer of 2012.

22 7. The difference in January was the participation of Randall Wulff as a mediator. In
23 my experience, Mr. Wulff has earned the respect of litigators on both sides of class action
24 disputes. He is professional, efficient, and well-qualified.

25 8. Mediation before Mr. Wulff began on January 28, 2013, in Oakland, California.
26 The parties negotiated all day and late into the night. Late in the evening, Mr. Wulff conveyed a
27
28

1 Mediator's Proposal that led to an acceptable settlement for the parties. The proposal Mr. Wulff
2 constructed became the framework for the Settlement Agreement before the Court today.

3 9. Reaching an agreement on the details of that Agreement required Class Counsel,
4 including myself, to meet and confer with Google's attorneys on dozens of occasions after the
5 mediation, and to exchange several drafts of the Agreement and related documents. It took nearly
6 two months of ongoing negotiations to complete the settlement, even after the difficult work of
7 constructing a framework for settlement was complete.

8 10. The parties reached a final agreement and executed it on March 16, 2013.

9 11. Throughout this case, the need for prospective relief to create informed consent for
10 Google users has been paramount. We would not have agreed to any settlement that did not
11 provide relief that allowed users to make informed choices about whether and how to use Google
12 Search. The Agreement before the Court provides such relief, and that relief is permanent.

13 12. In my experience, the prospective relief and the *cy pres* distribution provided for by
14 the Settlement Agreement represent an excellent result for the plaintiff class. The process by
15 which the parties selected appropriate *cy pres* recipients and arranged for notice to the class are
16 aptly described in the preliminary approval briefing, the Motion for Final Approval and the
17 Aschenbrener Declaration filed herewith.

18 13. Although I stand ready, willing and able, proceeding with this litigation would pose
19 very significant risks for the Plaintiff Class. Class actions of any size pose difficulties for
20 plaintiffs' counsel; litigating against the largest internet search company in the world on behalf a
21 class likely consisting of more than 100,000,000 Google users would be challenging in the
22 extreme.

23 14. The technological aspects of this litigation also pose substantial risks for Plaintiffs.
24 The law in the field of Internet user privacy remains in its infancy, and courts have had difficulty
25 in consistently applying old privacy laws to new and rapidly-changing technologies. And it can be
26 difficult to find jurors who can grasp technical concepts like Referrer Headers, HTML Protocols,
27 and Secure Hypertext Transfer Protocols. (Recognizing these difficulties, for example, the Gaos
28

1 Complaint filed in this action featured a “Primer” on Referrer Headers and how they are used.)
2 The risk that a decision maker might misunderstand or misapply these concepts is substantial.
3 And the usual risks accompanying expert testimony—*e.g.*, that Google would succeed in
4 excluding some or all of it—compounds these already significant dangers.

5 15. Similarly, Class Counsel had to contend with the possibility that Google could raise
6 factual and legal defenses that would create issues of first impression in the Ninth Circuit. In
7 particular, no court in this Circuit has ever ruled on whether search terms embedded in a URL
8 disclose the “contents of a communication” as that phrase is used in the Stored Communications
9 Act. Similarly, no court in this Circuit has considered whether it might be a violation of a
10 defendant’s due process rights to impose the enormous statutory penalties available under the
11 Stored Communications Act (which in this case potentially could exceed Google’s ability to pay).
12 It is exceptionally difficult to measure likelihood of success in such a litigation climate.

13 16. It was clear to me from the beginning that Google would vigorously oppose class
14 certification, if the parties were to litigate that issue. Defense counsel told me on numerous
15 occasions that Google was confident of its ability to defeat class certification, given the
16 manageability and other challenges associated with the size and composition of the class here.

17 17. The Settlement Agreement provides for distribution of funds to *cy pres* recipients
18 because it would be impractical to distribute individual monetary awards to individual class
19 members, which itself poses additional risks to continued litigation.

20 18. Plaintiffs have not negotiated, and do not intend to negotiate, a “clear sailing”
21 provision for any Plaintiffs’ attorneys’ fees and costs request.

22 **The Attorneys’ Fees and Unreimbursed Costs Sought by Class Counsel Are Reasonable.**

23 19. My firm and I have regularly engaged in major complex litigation and have
24 extensive experience in consumer class action lawsuits that are similar in size, scope, and
25 complexity to the present case.

26 20. Class Counsel seek \$2,125,000.00 in fees and costs from the Settlement Fund.
27
28

1 21. On July 25, 2014, lead counsel for the Nassiri, Aschenbrener, and Progressive Law
 2 firms agreed in good faith to allocate attorneys' fees from the total award, as follows: 39% to
 3 Nassiri & Jung LLP; 39% to Aschenbrener Law, P.C.; and 22% to Progressive Law Group, LLC.
 4 This division fairly reflects the relative contributions of each firm in achieving an excellent result
 5 for the Plaintiff Class. A true and correct copy of that agreement is submitted for filing herewith
 6 as **Exhibit 2-2**.

7 22. Class Counsel as a group are submitting 2,085.6 lodestar hours.

8 23. Class Counsel as a group are also submitting \$21,643.16 in out-of-pocket litigation
 9 expenses.

10 24. My firm Nassiri & Jung LLP and its attorneys have forgone other opportunities,
 11 including work on behalf of hourly paying clients, in order to effectively represent the Class.

12 25. I am familiar with the skill and experience of all the timekeepers at Nassiri & Jung
 13 LLP who worked for me on this matter. Their background and experience are also detailed in the
 14 firm résumé submitted as **Exhibit 2-1** hereto.

15 26. As shown in the chart below (segregating time by attorney), as of July 25, 2014, the
 16 total number of attorney hours spent on this case by my firm is 449.0, and the total lodestar
 17 amount for attorney time on my firm's current rates as of the same date is \$ 253,776.50. My firm
 18 advanced a total of \$ 4,464.95 in reasonable, out-of-pocket litigation expenses. A true and correct
 19 copy of expenses advanced by my firm is submitted as **Exhibit 2-6** hereto.

Professional	Hours	Rate	Total
Kassra Nassiri	393.8	\$590	\$ 232,342.00
Kenneth M. Walczak	17.4	\$590	\$ 10,266.00
Jessica Kang	26.3	\$370	\$ 9,731.00
Paralegals/ Legal Assistants	11.5	\$125	\$ 1,437.50
Total Attorneys' Fees	449.0		\$ 253,776.50
Unreimbursed Expenses			\$ 4,464.95
TOTAL			\$ 258,241.45

1 27. I have carefully reviewed the time entries summarized by this chart, and removed
2 any unnecessary or inefficient hours. I have not included any time for the timekeepers in my firm
3 who spent less than five (5) hours working on this case. The above chart includes no time spent
4 preparing Class Counsel’s petition for attorneys’ fees.

5 28. I anticipate devoting further time and resources to this case as it moves through and
6 beyond the final approval process. I expect to do the following: (1) respond to any Class Member
7 inquiries that occur after the filing of this brief; (2) receive, review, and reply to any objections
8 raised to this Settlement; (3) prepare and appear for the final fairness hearing in this matter on
9 August 29, 2014; (4) respond to any concerns raised by the Court at and after the final fairness
10 hearing; (5) assuming the Court grants this Motion for fees and final approval of the Settlement,
11 take all subsequent steps necessary to implement this Settlement; and, (6) defend the Settlement
12 against any appeals.

13 29. The rates reflected in the above chart are those at which Nassiri & Jung LLP
14 customarily bills time in 2014. They are entirely consistent with those charged by other attorneys
15 and legal professionals in the San Francisco area with comparable experience and expertise. My
16 firm’s lodestar cross-check is based on 2014 rates, to account for delay in payment since the work
17 was performed. *See Missouri v. Jenkins*, 491 U.S. 274, 284 (1989).

18 30. Submitted herewith for filing as **Exhibit 2-3** is a true and correct copy of an order
19 entered by the Superior Court of the State of California for the County of San Mateo on April 20,
20 2012, in the action *Stevens, et al. v. Salesforce.com, Inc.*, No. CIV508644. The court in that action
21 awarded Nassiri & Jung our full 2012 rates, including \$589 per hour for my work and \$279 for
22 Ms. Kang’s work. (Mr. Walczak was not affiliated with the firm in 2012.)

23 31. Submitted herewith for filing as **Exhibit 2-4** is a true and correct copy of a
24 schedule derived from the *Fulton County Daily Report*’s annual “Going Rate” billing survey,
25 published online at <http://data.dailyreportonline.com/GoingRate.asp>. The Going Rate survey
26 shows rates for San Francisco Bay Area firms from 2006 through 2013, and shows that Nassiri &
27 Jung’s rates are well within the local market range.

28

1 32. The data taken from the *National Law Journal's* annual law firm billing rates
2 survey, and submitted as Exhibit 1-2 to the Aschenbrener Declaration filed herewith also show
3 that my firm's rates are well within the local market range, if not below the rates charged by major
4 law firms for attorneys with comparable authority and experience.

5 33. My firm's rates are also reasonable in light of the Adjusted *Laffey* Matrix Chart,
6 submitted as Exhibit 1-3 to the Aschenbrener declaration. Under the Adjusted *Laffey* Matrix,
7 \$640.00 per hour is a reasonable hourly rate for attorneys with 11 to 19 years of experience. I
8 have been practicing law for nearly 14 years; Mr. Walczak has been out of law school for 11. We
9 each bill \$590 per hour. Jessica Kang has 4 years of experience as an attorney; her rate of \$370
10 per hour is \$23 lower than the Adjusted *Laffey* Matrix rate.

11 34. In the San Francisco market, time spent by paralegals and legal assistants is
12 compensable at market rates separately from attorneys' services. My firm bills and is paid for
13 such services by our hourly paying clients. The rate charged for my firm's paralegals and legal
14 assistants are consistent with rates billed by and paid to other firms in the San Francisco area.
15 Submitted herewith for filing as **Exhibit 2-5** is a true and exact copy of the 2013 National
16 Utilization and Compensation Survey Report published by NALA, the Association of Legal
17 Assistants and Paralegals. The charts on page 3 of Exhibit 2-5 show that for the fourth quarter of
18 2012, paralegal billing rates topped \$120 per hour across "Region 7," which includes all of
19 California.

20 I declare under penalty of perjury under the laws of the United States of America that the
21 foregoing is true and correct.

22
23 Dated: July 25, 2014

NASSIRI & JUNG LLP

24
25 /s/ Kassra P. Nassiri
Kassra P. Nassiri

Exhibit 2-1

Nassiri & Jung Firm Resume

NASSIRI & JUNG LLP FIRM RESUME

NASSIRI & JUNG LLP concentrates in class action litigation, consumer litigation, privacy and unfair competition litigation, wage and hour litigation, and other complex business litigation. The firm's attorneys studied at the top schools in the country, including Harvard, Stanford, Duke, and U.C. Berkeley. Before joining Nassiri & Jung, the firm's lawyers practiced at some of the most renowned law firms in the country, including Kirkland & Ellis, Wilson Sonsini Goodrich & Rosati, and Orrick, Herrington & Sutcliffe. Nassiri & Jung's lawyers have successfully litigated dozens of class action cases on behalf of both plaintiffs and defendants in the areas of consumer, wage and hour, and securities law.

Some of our cases have included:

- *Settlement Recovery Center v. Valueclick, Inc.*, No. 07-cv-02641 (C.D. Cal.): Co-lead counsel in class action alleging fraudulent commission payments related to internet advertising.
- *Stevens v. salesforce.com*, No. CIV-508644 (San Mateo County Sup. Ct.): Lead counsel in wage and hour misclassification class action.
- *Gaos v. Google, Inc.*, No. 10-cv-04809 (N.D. Cal.): counsel in putative class action alleging Internet privacy violations.
- *In Re: Facebook Privacy Litigation*, No. 10-cv-02389-JW (N.D. Cal.): Co-lead counsel in privacy class action.
- *Gonzales v. Lowe's HIW, Inc.*, No. 72 160 01107 11 ANRO (AAA): Co-lead counsel in putative wage and hour misclassification class action.
- *Radcliffe v. Lowe's HIW, Inc.*, No. 72 160 00207 12 ANRO (AAA): Co-lead counsel in putative wage and hour misclassification class action.
- *Clark v. Sprint Spectrum L.P.*, No. 10-cv-03625 (N.D. Cal.): counsel in putative class action alleging material omissions and fraudulent practices related to cell phone insurance.
- *Morgenstein v. AT&T Mobility LLC*, No. 09-cv-03173 (N.D. Cal.): counsel in putative class action alleging unfair billing practices related to cell phone service.
- *Kemp v. 51job, Inc.*, No. 05-cv-00974 (S.D.N.Y): defense counsel in PSLRA class action.
- *Hanrahan v. Hewlett-Packard Co.*, No. 05-cv-02047 (N.D. Cal.): defense counsel in PSLRA class action.
- *In re Intrabiotics Pharmaceuticals, Inc. Sec. Litig.*, No. 04-cv-03064 (N.D. Cal.): defense counsel in PSLRA class action.
- *In re LeapFrog Enterprises, Inc. Sec. Litig.*, No. 03-cv-05481 (N.D. Cal.): defense counsel in PSLRA class action.
- *In re Read-Rite Corp. Sec. Litig.*, No. 98-cv-20434 (N.D. Cal.): defense counsel in PSLRA class action.

- *Guzman v. Gloria's Bar & Grill, Inc.*, No. BC480807 (Los Angeles County Superior Court): defense counsel in wage and hour class action alleging failure to pay overtime, wage statement violations, meal and rest break violations, and waiting time penalties.
- *Enriquez v. Packet Fusion, Inc.*, No. CIV 502628 (San Mateo County Superior Court): Plaintiff's counsel in employee misclassification class action alleging failure to pay overtime, wage statement violations, and waiting time penalties.
- *Veliz v. Gloria's Cocina Mexicana*, No. BC440209, (Los Angeles County Superior Court): defense counsel in wage and hour class action alleging failure to pay overtime, wage statement violations, meal and rest break violations, and waiting time penalties.
- *Del Rosario v. Centennial Healthcare, et al.*, No. BC469224 (Los Angeles County Superior Court): defense counsel in wage and hour class action alleging failure to pay overtime and minimum wage, wage statement violations, meal and rest break violations, and waiting time penalties.
- *Navas v. Sunrise Plumbing & Mechanical, Inc.*, No. BC472140 (Los Angeles County Superior Court): defense counsel in wage and hour class action alleging failure to pay overtime.
- *Oregal v. Bay Contract Maintenance Corp.*, No. CIV-472076 (San Mateo County Superior Court): defense counsel in class action alleging unpaid overtime wages.
- *Leon v. Fortress Security Corp.*, No. BC438935 (Los Angeles County Superior Court): defense counsel in class action alleging failure to provide meal and rest breaks.
- *Ortiz v. Summer Systems, Inc.*, No. BC400075 (Los Angeles County Superior Court): defense counsel in class action alleging unpaid overtime wages.
- *Cruz v. Marvel Maids, Inc.*, No. CGC-499197 (San Francisco County Superior Court): defense counsel in putative class action alleging unpaid wages.
- *Cervantes v. Liu Cheng Inc.*, No. 08-cv-3817 (N.D. Cal.): defense counsel in putative FLSA action alleging FLSA violations.
- *Osorio v. Divad Tran*, No. 08-cv-4007 (N.D. Cal.): defense counsel in putative FLSA action alleging FLSA violations.

ATTORNEYS

Kassra P. Nassiri

Kassra P. Nassiri is a trial lawyer who maintains a complex litigation practice focusing on business and consumer matters. Mr. Nassiri has successfully represented clients in consumer, employment and securities class actions, shareholder representative litigation, partnership disputes and dissolutions, derivative litigation, complex contract disputes, and other corporate litigation. He has settled and won cases both at the pleading stage and through jury verdicts in California, Delaware and federal courts. Mr. Nassiri was selected for inclusion on the list of Super Lawyers in 2012, 2013 and 2014 by Super Lawyers® magazine. He was also selected for inclusion in the list of Rising Stars in 2011, 2010 and 2009 by the same publication.

Prior to co-founding Nassiri & Jung LLP, Mr. Nassiri was General Counsel of a multi-million dollar financial services company. Prior to that, Mr. Nassiri practiced litigation at Wilson Sonsini Goodrich & Rosati, the leading securities class-action defense firm in the country. While at Wilson Sonsini, he successfully defended Fortune 500 companies in shareholder class action lawsuits, derivative lawsuits, and SEC investigations, including:

- *Hewlett-Packard*: Defended company in securities fraud class action.
- *LeapFrog*: Obtained dismissal of derivative complaint and securities fraud class action.
- *IntraBiotics*: Obtained dismissal of securities fraud class action.
- *EMC/Legato Systems*: Defended merger challenge.
- *Read-Rite*: Obtained dismissal of securities fraud class action.

Mr. Nassiri earned his law degree from Harvard Law School. While in law school, Mr. Nassiri taught economics courses at Harvard College. He earned his master's degree in economics from Stanford University, where he was awarded the Stanford Graduate Fellowship. He earned his bachelor's degree from the University of California, Berkeley, where he was a member of Phi Beta Kappa. Mr. Nassiri also served as a Special District Attorney in Marin County, where he tried cases through to favorable jury verdicts.

Charles H. Jung

Charles H. Jung is a trial lawyer who loves practicing law. His practice emphasizes aggressive trial advocacy, wage and hour litigation, class action litigation, and employment litigation. Mr. Jung was selected for inclusion on the list of Super Lawyers in 2011 by Super Lawyers® magazine. He was also selected for inclusion on the list of Rising Stars in 2010 and 2009 by the same publication. Mr. Jung is the author of California Wage & Hour Law (calwages.com) and California Class Action Law (classactionsblog.com).

Mr. Jung earned his law degree from Stanford Law School, graduating with distinction. While at Stanford, he served as an Articles Editor for the Stanford Law Review. Mr. Jung earned his master's degree in public policy from the John F. Kennedy School of Government at Harvard University. At Harvard, Mr. Jung was a Kennedy Fellow. He earned his bachelor's degree, *magna cum laude*, from Duke University with a dual degree in economics and public policy. Mr. Jung also served as a Special District Attorney in Marin County, where he tried numerous cases through to jury verdicts.

Mr. Jung has successfully represented individual clients and major companies, including:

- *Discover Financial Services, Inc.*: after filing a motion to dismiss, obtained voluntary dismissal of representative action under Cal. Bus. & Prof. Code § 17200.
- *Morgan Stanley DW Inc.*: defended company against its largest arbitration claims.
- *Clifford Chance*: defended world's largest law firm against claims involving breakup of technology law firm Brobeck.

Recently Mr. Jung defended a services company against class action claims, resolving the dispute for less than 3% of potential exposure; and he defended an employer against

discrimination claims, settling for less than 1% of original demand. He has litigated against law firms such as Gibson Dunn, Paul Hastings, and Cooley Godward.

John J. Manier

John J. Manier is a trial and appellate lawyer, focusing primarily on employment law and related litigation. He has appeared and argued before the D.C. Circuit, the California Supreme Court and other state and federal courts and has been counsel of record in several groundbreaking cases, including the following:

- *Venetian Casino Resort, LLC v. EEOC*, 530 F.3d 925 (D.C. Cir. 2008) [EEOC policies for disclosing confidential commercial information to third parties, without notice to the employer, was arbitrary and capricious in violation of federal administrative law];
- *Venetian Casino Resort, LLC v. EEOC*, 409 F.3d 359 (D.C. Cir. 2005) [employer's challenge to EEOC policies was ripe];
- *Reeves v. Hanlon*, 33 Cal.4th 1140 (2004) [employer may sue competitor for tortious interference with at-will employment contracts between employer and its employees];
- *Turner v. Anheuser-Busch, Inc.*, 7 Cal.4th 1238 (1994) [establishing standards for constructive wrongful discharge cases in California];
- *GAB Business Services, Inc. v. Lindsey & Newsom Claim Services, Inc.*, 83 Cal.App.4th 409 (2000) [corporate officer owed fiduciary duty of loyalty as a matter of law];
- *Saret-Cook v. Gilbert, Kelly, Crowley & Jennett*, 74 Cal.App.4th 1211 (1999) [affirming \$650,000 attorney fee award for an employer who obtained a defense judgment in a sex harassment and discrimination lawsuit];
- *Bardin v. Lockheed Aeronautical Systems Co.*, 70 Cal.App.4th 494 (1999) [company's communications to Los Angeles Police Department during background check on former company employee were absolutely privileged from tort liability];
- *Kirmse v. Nikko Hotel San Francisco*, 51 Cal.App.4th 311 (1996) [affirming summary judgment for employer on job bias and related claims, even though claims were not barred by treaty between United States and Japan]; and
- *Eng v. County of Los Angeles*, 737 F. Supp. 2d 1078 (C.D. Cal. 2010) [granting summary judgment for the County and an individual defendant on a Deputy DA's claim for retaliation in violation of the First Amendment and 42 U.S.C. § 1983].

Mr. Manier earned his law degree from UCLA School of Law (J.D. 1989), where he served as an Editor of the UCLA Law Review and received the American Jurisprudence Awards for Excellence in Property and Constitutional Law. Mr. Manier is a graduate of the University of Notre Dame, where he earned his B.A. in 1986. Mr. Manier served as a Law Clerk to the late Irving Hill, Senior United States District Judge, Central District of California.

Andrew R. Kislik

Andrew R. Kislik is an experienced litigator who trained at Gibson, Dunn & Crutcher, and who was a principal of Cohen & Ostler in Palo Alto for 16 years. His practice focuses on complex commercial litigation, wage & hour litigation, intellectual property litigation, and

employment law. Mr. Kislik has obtained numerous summary judgments, has successfully arbitrated and litigated many cases, and has successfully represented both individual clients and companies, including the following:

- *Rodeway Express*: successfully settled an environmental contamination case for much less than the cost of defense.
- *Wipro, Inc.*: provided employment and litigation counsel in the United States.
- *Honda (USA)*: successfully settled a motorcycle products liability action for less than the cost of defense.

Mr. Kislik earned his law degree from Harvard Law School, where he served as a Note Editor of the Harvard Law Review and graduated with honors. Mr. Kislik earned his bachelor's degree in mathematics from Harvard College, where he was elected to Phi Beta Kappa and graduated with honors.

Prior to entering into private practice, Mr. Kislik served as a judicial law clerk to United States District Judge Donald D. Alsop in the District of Minnesota. Following his clerkship, Mr. Kislik served as a special master in the redistricting of Minnesota. Mr. Kislik also has worked for the labor and litigation departments of the California Judicial Council.

Kenneth M. Walczak

Kenneth M. Walczak is a trial and appellate lawyer who has litigated complex class actions and constitutional cases. His practice focuses on class actions, consumer rights, appellate litigation, and trade secrets/intellectual property.

Mr. Walczak has successfully litigated appeals, class actions and individual cases, including the following:

- *In the Ninth Circuit Court of Appeals*: authored brief of amicus curiae supporting the Receiver appointed to overhaul medical care in state prison system; Court cited brief in its ruling maintaining the Receivership.
- *In the California Supreme Court*: worked on brief of amicus curiae, ethics professors supporting the ability of private law firms to provide contingent-fee services to city/county governments in massive lead paint abatement case. Court cited brief during oral argument and upheld the legality of contingent-fee arrangements.
- *Before the Federal Communications Commission*: worked on brief of wireless service provider opposing merger. Brief was cited by Department of Justice as influential in DOJ's decision to intervene and oppose merger.
- *In the Northern District of California (Sacramento)*: obtained class action settlement ending state's use of non-contact locations for parole proceedings, which imposed physical barriers between parolees, their attorneys, and/or hearing officers.

Mr. Walczak earned his law degree from Harvard Law School, where he was a Board Member of the Harvard Legal Aid Bureau, and he served as an editor for the Civil Rights/Civil Liberties Law Journal and a columnist for the Harvard Law School Record. Prior to entering into private practice, Mr. Walczak served as a judicial law clerk to United States District Judge Ann Aldrich in the Northern District of Ohio. He has also worked with the ACLU of Ohio and the Boston Federal Public Defender.

Exhibit 2-2

Fee Allocation Agreement

AGREEMENT

This Agreement (“Agreement”) is made this 25th day of July 2014 (the “Effective Date”) by and between Nassiri & Jung LLP, Aschenbrener Law, P.C., and Progressive Law Group, LLC (together, the “Parties”).

WHEREAS, Kassra Nassiri of Nassiri & Jung LLP, Michael Aschenbrener of Aschenbrener Law, P.C., and Ilan Chorowsky of Progressive Law Group, LLC, have been appointed Class Counsel in the matter captioned *In re Google Referrer Header Privacy Litig.*, 5:10-cv-4809-EJD (N.D. Cal.) (the “Case”);

WHEREAS, Class Counsel have negotiated a proposed class action settlement in the Case that is pending final approval by the Court (“Settlement”);

WHEREAS, Class Counsel have worked out how to apportion attorneys’ fees among themselves and their law firms in the event the Court grants Final Approval of the Settlement and awards any amount of attorneys’ fees to Class Counsel;

WHEREAS, the Parties intend to seek prorated recovery of expenses incurred by each law firm in the Case, separate from attorneys’ fees;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, and subject to Court approval, it is hereby agreed by and between the Parties as follows:

1. Fee Split.

Nassiri & Jung LLP will receive 39% of any attorneys’ fees that are ultimately awarded in this Settlement;

Aschenbrener Law, P.C. will receive 39% of any attorneys’ fees that are ultimately awarded in this Settlement;¹

Progressive Law Group, LLC will receive 22% of any attorneys’ fees that are ultimately awarded this Settlement.²

2. Consideration.

In consideration of the Agreement, each Party waives the right to seek a greater percentage of attorneys’ fees in this Settlement through the Court, mediation, or any other means. Furthermore, Nassiri and Aschenbrener agree that their respective law firms will take the laboring oar in responding to any objections to the Settlement and handling any potential appeals of the Settlement or any related court orders.

¹ Any fees owed to Edelson, P.C. will be paid out of Aschenbrener Law, P.C.’s portion. Aschenbrener Law, P.C. states that it has the agreement and authority of Edelson, P.C. to enter into this Agreement.

² Any fees owed to Diemer, Whitman & Cardosi, LLP will be paid out of Progressive Law Group, LLC’s portion. Progressive Law Group, LLC states that it has the agreement and authority of the Diemer firm to enter into this Agreement.

3. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or entity other than the Parties and successors and assigns permitted hereunder any privity of contract, right, remedy or claim under or by reason of this Agreement.

4. Entire Agreement.

This Agreement sets forth and constitutes the entire agreement and understanding and all of the representations and warranties of the Parties to the Agreement in respect of the subject matter of this Agreement. This Agreement supersedes any and all prior agreements, negotiations, communications, representations and warranties, whether oral or written ("Prior Communications"), of any Party to this Agreement and no Party to the Agreement may rely or shall be deemed to have relied upon any such Prior Communications.

5. Modification.

This Agreement may only be modified, amended or supplemented by a writing executed by all of the Parties.

6. Waiver.

Any term, condition or provision of this Agreement may be waived only in writing by the Party that is entitled to the benefits thereof.

7. Rule of Construction and Authority.

The Agreement has been negotiated and drafted by all Class Counsel. The Parties represent and warrant that they have read and understand this Agreement. No rule of construction shall apply to this Agreement construing its provisions in favor of or against any Party. Each of the signatories below represents that he is fully authorized to enter into this Agreement on behalf of his respective law firm.

8. Severability.

If a court finds any non-material part of this Agreement to be illegal or invalid, the illegal or invalid portion of the Agreement shall be severed, the rest of the Agreement will be enforceable and the Parties agree to negotiate in good faith and to replace the severed provision with a provision that closely approximates the intent of the severed provision.

9. Governing Law.

This Agreement shall be governed by the laws of the State of California, and shall be construed and interpreted in accordance with its laws, notwithstanding its conflict of law principles or any other rule, regulation or principle that would result in the application of any other state's law.

10. Enforcement.

Class Counsel intend for the Court in the Case to retain jurisdiction to enforce this Agreement.

11. No Confidentiality.

The Parties do not agree to any form of confidentiality relating to this Agreement. The Parties hereby agree to inform the Court in which the Case is pending of this Agreement, including its terms.

12. Counterparts.

This Agreement may be executed in any number of counterparts, and via Portable Document Format (.PDF), and each such counterpart will constitute an original document, but all such separate counterparts constitute only one and the same instrument.

13. Headings.

The Paragraph headings contained in this Agreement are included for the purpose of convenience only, and do not affect the construction or interpretation of any of the provisions of this Agreement.

14. Distribution.

The Parties will request that the Court order the Defendant to directly distribute any allocation of attorneys' fees and expenses per the Settlement to each recovering law firm.

Dated: July 25, 2014

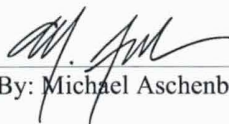
Nassiri & Jung LLP



By: Kassra Nassiri

Dated: July 25, 2014

Aschenbrener Law, P.C.



By: Michael Aschenbrener

Dated: July 25, 2014

Progressive Law Group, LLC,
Chicago, Illinois

By: Ilan Chorowsky

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Dated: July 25, 2014

Nassiri & Jung LLP

By: Kassra Nassiri

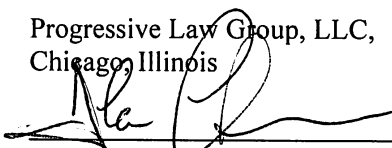
Dated: July 25, 2014

Aschenbrener Law, P.C.

By: Michael Aschenbrener

Dated: July 25, 2014

Progressive Law Group, LLC,
Chicago, Illinois



By: Ilan Chorowsky

Exhibit 2-3

Stevens v. Salesforce.com Order

1 Charles H. Jung
Kassra P. Nassiri
Nassiri & Jung LLP
2 47 Kearney Street, Suite 700
San Francisco, California 94108
3 Telephone: (415) 762-2100
Facsimile: (415) 534-3200

4 Attorneys for Plaintiff Todd Stevens and the Settlement Class

ENDORSED FILED
SAN MATEO COUNTY

APR 20 2012

Clerk of the Superior Court
By TERRI MARAGOULAS
DEPUTY CLERK

5
6
7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF SAN MATEO
9

10 TODD STEVENS, individually and on
11 behalf of all others similarly situated,

12 Plaintiff,

13 vs.

14 SALESFORCE.COM, INC., and DOES 1
15 through 100, inclusive,

16 Defendants.

NO. CIV508644

~~[PROPOSED]~~ ORDER:

(1) AWARDING CLASS COUNSEL'S
FEES AND LITIGATION EXPENSES;
AND

(2) AWARDING INCENTIVE PAYMENT
TO REPRESENTATIVE PLAINTIFF

17 Date: April 20, 2012

18 Time: 9:30 a.m.

19 Dept: 2

Judge: Hon. Marie S. Weiner

1 On April 20, 2012, a hearing was held on Class Counsel's application for
2 attorneys' fees, costs, and an incentive award for the Class Representative, Todd Stevens.
3 Charles H. Jung of Nassiri & Jung LLP appeared for Plaintiff and the Class, and E. Jeffrey Grube
4 of Paul Hastings LLP appeared for salesforce.com. Having reviewed and considered the
5 supporting papers filed by Class Counsel, and the evidence and argument received by the Court at
6 or prior to the hearing, the Court HEREBY ORDERS and MAKES DETERMINATIONS as
7 follows:

8 1. The Court has considered the value of the settlement to the class members, the
9 complexity of the case, the challenges presented by the legal issues in the action, the skill
10 employed by Class Counsel in prosecuting the case, the experience of both Plaintiff's and
11 Defendant's counsel, the investment of time, effort and money by Class Counsel and the Class
12 Representative, and the risks to both that the investment may never have been recovered. The
13 Court finds that in addition to the \$9,200,000 cash settlement, Defendant ^{voluntarily} changed its overtime
14 classification policy ~~substantially because of, and in the manner sought by, the~~ ^{as to members of the Class, after the filing of this} litigation. This
15 policy change ~~will~~ ^{and may} provide real monetary value to those class members still employed by
16 Defendant, and to similarly situated employees going forward. Furthermore, in performing a
17 lodestar / multiplier crosscheck against the percentage of the settlement's common fund requested
18 by Class Counsel, the Court has reviewed the detailed billing records of Class Counsel and has
19 considered the prevailing rates in the local legal market. Finally, no objection or opposition has
20 been filed regarding Class Counsel's fee application and request for an incentive award for the
21 Class Representative. Taking each of these factors into account, the Court finds that an award of
22 attorneys' fees and litigation expenses to Class Counsel, and an incentive payment to the Class
23 Representative, are appropriate and reasonable in this case.

24 2. The Court finds and determines that the payment of an Incentive Payment of
25 \$35,000 to Todd Stevens for his service as the Class Representative, in addition to his individual
26 Settlement Share, is fair and reasonable. The Court hereby gives final approval to and orders that
27 the Incentive Payment of that amount be made to Plaintiff out of the Gross Settlement Amount in
28 accordance with the terms of the Settlement Agreement.

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3. The Court finds and determines that the payment of the Class Counsel's Attorneys' Fees of \$2,576,000 and Litigation Expenses of \$46,500 to Class Counsel is fair and reasonable. The Court hereby gives final approval to and orders that that payment of that amount be made to Class Counsel out of the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

IT IS SO ORDERED

APR 20 2012

Dated: _____, 2012.


By:  _____
Hon. Marie S. Weiner
Judge of the Superior Court

Exhibit 2-4

**Fulton County Daily Report billing
survey**

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Law School ▾ Year Graduated ▾ Years Practicing ▾

Min Rate ▾ Max Rate ▾ All Years ▾ Order By ▾

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Name	Title	Firm	City	2013 Rates	2012 Rates	2011 Rates	2010 Rates	2009 Rates	2008 Rates	2007 Rates	2006 Rates
Adelson, Elliot A.	Partner	Kirkland and Ellis	San Francisco					570	520		
Agenbroad, Aaron L.	Associate	Jones Day	San Francisco		700						430
Allhoff, Hans J.	Associate	Kirkland and Ellis	San Francisco								260
Appelbaum, Mark	Associate	Jones Day	San Francisco		600						
Baker, James P.	Partner	Jones Day	San Francisco					750			
Barrett, Michelle R.	Shareholder	Littler Mendelson	San Francisco		535						
Bass, Eric	Associate	Farella Braun and Martel	San Francisco							400	
Benvenuti, Peter J.	Partner	Jones Day	San Francisco	825	800	800	775	745			
Bertenthal, David M.	Partner	Pachulski, Stang, Ziehl and Jones	San Francisco	795	775	750	695	595			
Boersch, Martha	Partner	Jones Day	San Francisco					725			
Bornstein, Jeffrey	Partner	K and L Gates	San Francisco	660	640				590	525	
Brown, Donald W.	Partner	Covington and Burling	San Francisco								640
Buonaiuto, Brenda N.	Partner	King and Spalding	San Francisco					560			
Castro, Ruth Ann	Associate	Farella Braun and Martel	San Francisco							380	
Christensen, C. Brophy	Partner	O'Melveny and Myers	San Francisco						675		
Christian, Ryan M.	Associate	Kirkland and Ellis	San Francisco								315
Correa, Michaeline	Associate	Jones Day	San Francisco				550	525			
Crosby, Peter J.	Counsel	Jones Day	San Francisco			600		565	565		
Curtis, Bradley	Associate	Jones Day	San Francisco		325	325					
Dexter, Doug	Partner	Farella Braun and Martel	San Francisco								510
Dibble, Sam	Partner	Farella Braun and Martel	San Francisco								460
Diggs, Benjamin		Heller Ehrman	San Francisco								285
Disse, Werner	Of Counsel	Pachulski, Stang, Ziehl and Jones	San Francisco				515	495	495		
Dixon, Megan		Heller Ehrman	San Francisco								575
Dobrygowski, Daniel T.	Associate	Jones Day	San Francisco					350			

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- » About our methodology

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Name	Title	Firm	City	2013 Rates	2012 Rates	2011 Rates	2010 Rates	2009 Rates	2008 Rates	2007 Rates	2006 Rates
Donabedian, Diana L.	Attorney	Luce, Forward, Hamilton and Scripps	San Francisco				365	365			
Douglass, Scott	Partner	Farella Braun and Martel	San Francisco							525	
Dunn, Heather Angelina	Associate	DLA Piper	San Francisco		705						425
Edelstein, Laurie	Counsel	Brune and Richard	San Francisco					575	575		
Egan, Chantelle C.	Associate	Jones Day	San Francisco					325			
Eisenbach, Robert L.	Partner	Cooley	San Francisco			770	735	710	685		
Engel, G. Larry	Partner	Morrison and Foerster	San Francisco					750	725		
Esperanza, Chrysty	Associate	Farella Braun and Martel	San Francisco							330	
Ferreira, Michelle G	Administrative Shareholder	Greenberg Traurig	San Francisco		655						
Fillerup, Jeffrey L.	Partner	McKenna Long and Aldridge	San Francisco		520		495	495			
Finestone, Stephen D.		Stephen D. Finestone	San Francisco			385	385	375	350		
Ford, Robert L.	Partner	Jones Day	San Francisco		725			535			
Forrester, Leslie A.	Law Library Director	Pachulski, Stang, Ziehl and Jones	San Francisco		295	275	260	260	225		
Frank, Michael T.	Partner	DLA Piper	San Francisco								540
Freedberg, Rachel L.	Associate	DLA Piper	San Francisco	425							
Fried, Joshua M.	Partner	Pachulski, Stang, Ziehl and Jones	San Francisco		675	650	625	595	515		
Friedrichs, John E.	Partner	Kirkland and Ellis	San Francisco			785			595		
Garrett, Nathaniel P.	Associate	Jones Day	San Francisco					375			
Gerking, Tyler	Associate	Farella Braun and Martel	San Francisco							355	355
Gevondyan, Hilary Metra	Associate	DLA Piper	San Francisco	650							
Gloster, Dean M.	Partner	Farella Braun and Martel	San Francisco				688	670		695	675
Goncalves, Erika	Associate	Jackson Lewis	San Francisco			220					
Goteiner, Neil	Partner	Farella Braun and Martel	San Francisco							745	745
Green, John	Partner	Farella Braun and Martel	San Francisco							610	
Gross, David F.	Partner	DLA Piper	San Francisco		820						

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[» Litigators](#)

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Name	Title	Firm	City	2013 Rates	2012 Rates	2011 Rates	2010 Rates	2009 Rates	2008 Rates	2007 Rates	2006 Rates
Han, Edward	Of Counsel	Paul, Hastings, Janofsky and Walker	San Francisco			790					
Handzlik, Jan	Partner	Howrey	San Francisco							695	
Hart, Daniel	Associate	Paul, Hastings, Janofsky and Walker	San Francisco							300	
Hayes, Jennifer C.	Special Counsel	McKenna Long and Aldridge	San Francisco		370						
Heaton, Geoffrey A.	Special Counsel	Duane Morris	San Francisco		515	480	445				
Heines, M. Henry	Partner	Kilpatrick Townsend and Stockton	San Francisco			575	575				
Herman, Diana D.	Associate	McKenna Long and Aldridge	San Francisco		390						
Hill, Richard N.	Shareholder	Little Mendelson	San Francisco		565						
Holden, Frederick D.	Partner	Orrick, Herrington and Sutcliffe	San Francisco								605
Hoxie, Timothy G.	Partner	Jones Day	San Francisco		825		775				
Hsieh, Natasha	Associate	DLA Piper	San Francisco		470						
Humphreys, Lynn M.	Of Counsel	Morrison and Foerster	San Francisco						560		
Hungerford, Charles	Counsel	Jones Day	San Francisco		650						
Isaacs, Michael A.	Partner	McKenna Long and Aldridge	San Francisco		520		495	495			
Jen, Nancy	Associate	Hunton and Williams	San Francisco							355	
Joesten, Nan	Partner	Farella Braun and Martel	San Francisco							490	465
Judith, Dietlien	International Filing Assistant	Kilpatrick Townsend and Stockton	San Francisco			120					
Keane, Margaret A.	Partner	DLA Piper	San Francisco	765							
Keegan, Christopher	Partner	Kirkland and Ellis	San Francisco					550	520		415
Keller, Tobias S.	Partner	Jones Day	San Francisco		775		750	750			
Khatiblou, Miriam	Of Counsel	Pachulski, Stang, Ziehl and Jones	San Francisco			550	515	515	425		
Kiernan, Killi	Associate	Jones Day	San Francisco		575	550					
Kim, Jenny	Associate	DLA Piper	San Francisco		610						260
Kirschner, Curt	Partner	O'Melveny and Myers	San Francisco						820		
Kirschner, F. Curt	Partner	Jones Day	San Francisco			825					

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- » Associates in Atlanta | Georgia
 - » The science—and art—of billing
 - » Litigators
 - » About our methodology
 - » Lawyers who charge more than \$900

Name	Title	Firm	City	2013 Rates	2012 Rates	2011 Rates	2010 Rates	2009 Rates	2008 Rates	2007 Rates	2006 Rates
Kleiner, Gregg S.	Special Counsel	McKenna Long and Aldridge	San Francisco		495		575				
Kordestani, Said	Partner	Farella Braun and Martel	San Francisco							490	
Kosela, Jean C.	Associate	Ogletree, Deakins, Nash, Smoak and Stewart	San Francisco					320			
Laubach, Justin	Counsel	O'Melveny and Myers	San Francisco						540		
Le, Nhung	Associate	Luce, Forward, Hamilton and Scripps	San Francisco				335	335			
Levinson, Dara R.	Associate	Jones Day	San Francisco	425	325	325					
Lostritto, Ashley	Attorney	Kasowitz Benson Torres and Friedman	San Francisco	275							
Ly, Haley	Paraprofessional	Paul, Hastings, Janofsky and Walker	San Francisco	220							
MacDonnell, GJ Stillson	Shareholder	Little Mendelson	San Francisco	585							
Magaline, Nicole S.	Associate	Schiff Hardin	San Francisco			310					
Maher, Charles P.	Partner	McKenna Long and Aldridge	San Francisco	520			490	490			
Maloney, Teresa	Partner	Jones Day	San Francisco			700	675				
Marshall, Robert G.	Partner	Jones Day	San Francisco				650	625			
Mason, Cory	Associate	Farella Braun and Martel	San Francisco							245	
Mason, Tracy	Associate	Bryan Cave	San Francisco	225	215	205					
McDaniels, Keith A.	Partner	Winston and Strawn	San Francisco					560	540		
McDonald, Brian D.	Associate	Jones Day	San Francisco					500			
McKane, Mark E.	Partner	Kirkland and Ellis	San Francisco	765	730	695	635	580			505
Meyers, Merle C.	Attorney	Meyers Law Group	San Francisco			620	590	550	275		
Michelson, Randy	Principal	Michelson Law Group	San Francisco	450	450	495	450	225			
Milgrom, Barry	Partner	McKenna Long and Aldridge	San Francisco	520	510	495	495				
Morgan, Amanda L.	Associate	Kirkland and Ellis	San Francisco					430	395		
Morris, Keahn	Associate	Jackson Lewis	San Francisco			220					
Morse, Joshua D.	Partner	Jones Day	San Francisco	760							
Myers, Martin H.	Partner	Jones Day	San Francisco				700	700			

Cities ▾ States ▾ Countries ▾
 Law School ▾ Year Graduated ▾ Years Practicing ▾
 Min Rate ▾ Max Rate ▾ All Years ▾ Order By ▾

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- » [Partners in Atlanta | Georgia](#)
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- » [Litigators](#)
- » [Lawyers who charge more than \\$900](#)

Name	Title	Firm	City	2013 Rates	2012 Rates	2011 Rates	2010 Rates	2009 Rates	2008 Rates	2007 Rates	2006 Rates
Nagraj, Adhi	Associate	Farella Braun and Martel	San Francisco								245
Nokes, Casey M.	Associate	Kirkland and Ellis	San Francisco			585	540	375	395		
Ober, Nancy L.	Shareholder	Littler Mendelson	San Francisco		585						
Ocheltree, Lori	Partner	Duane Morris	San Francisco			495					
Oliner, Aron M.	Partner	Duane Morris	San Francisco		655	625	595				
Olson, James C.	Partner	Jones Day	San Francisco			775	775	775			
Olson, Scott H.	Partner	Seyfarth Shaw	San Francisco		525						
Ose, Amanda M.	Associate	Jones Day	San Francisco							300	
Osgood, Micah	Associate	Kirkland and Ellis	San Francisco					375	295		
Patton, Katie	Associate	O'Melveny and Myers	San Francisco							395	
Pepler, Frank T.	Partner	DLA Piper	San Francisco	830							
Peteros, Karen H.	Of Counsel	Morgan, Lewis and Bockius	San Francisco							570	
Pollock, Thomas R.	Partner	Paul, Hastings, Janofsky and Walker	San Francisco								750
Potente, Alex	Associate	Farella Braun and Martel	San Francisco								465
Rajagopal, Raman	Associate	Paul, Hastings, Janofsky and Walker	San Francisco					360			
Ritchey, Katherine S.	Partner	Jones Day	San Francisco					625			
Ritter, Peter	Partner	O'Melveny and Myers	San Francisco							675	
Roche, Laura	Associate	Farella Braun and Martel	San Francisco								485 475
Rock, Brad	Partner	DLA Piper	San Francisco	845							
Rodriguez, Noel	Associate	Jones Day	San Francisco				500	500			
Sabnis, Cheryl	Counsel	King and Spalding	San Francisco					455			
Schlinkert, William	Partner	Farella Braun and Martel	San Francisco							725	695
Scullion, Alyssa N.	Associate	Jones Day	San Francisco		500						
Seiling, Jeralyn	Of Counsel	Farella Braun and Martel	San Francisco								450
Sheen, Raymond H.	Partner	Jones Day	San Francisco		700		625				

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Name	Title	Firm	City	2013 Rates	2012 Rates	2011 Rates	2010 Rates	2009 Rates	2008 Rates	2007 Rates	2006 Rates
Shepard, Michael		Heller Ehrman	San Francisco							750	
Shin, Susan	Associate	Hunton and Williams	San Francisco					260			
Shough, Leah	Associate	K and L Gates	San Francisco						325	280	
Sikes, David	Associate	Jones Day	San Francisco	650			525				
Spooner, Leo	Associate	King and Spalding	San Francisco					390			
Stephens, Eric	Associate	Farella Braun and Martel	San Francisco							430	
Stewart, Rhonda L.	Associate	Arnold and Porter	San Francisco						410		
Stimeling, Kathleen A.	Attorney	Schiff Hardin	San Francisco			490					
Sueda, Ellen N.	Senior Counsel	Seyfarth Shaw	San Francisco	680							
Tanaka, Paul D.	Associate	Kirkland and Ellis	San Francisco				590	560	500		
Tang, John C.	Partner	Jones Day	San Francisco	775							
Telfer, James V.	Partner	DLA Piper	San Francisco			740					
Thaler, Alexandra (Sasha)	Associate	O'Melveny and Myers	San Francisco						395		
Thompson, Grant	Associate	Farella Braun and Martel	San Francisco							440	
Thompson, Michele	Attorney	Meyers Law Group	San Francisco			420	390	360	195		
Tichy, George J.	Shareholder	Little Mendelson	San Francisco	585							
Tognoli, Christine D.	Associate	Paul, Hastings, Janofsky and Walker	San Francisco								325
Triplett, Holden	Associate	Farella Braun and Martel	San Francisco							295	
Trodella, Robert A.	Partner	Jones Day	San Francisco	725				600			
Uhland, Suzanne	Partner	O'Melveny and Myers	San Francisco						820	725	
Vanko, Maria N.	Associate	Akin Gump Strauss Hauer and Feld	San Francisco					290	290		
Vatanparast, Roxana	Agency Contract Lawyer	Bryan Cave	San Francisco				340				
Velilla-Wiesner, Veronica	Associate	Jones Day	San Francisco	400							
Vogt, Gary M.	Senior Legal Assistant	Kirkland and Ellis	San Francisco	300	300	280	265	255			
Waggener, Kristine	Associate	Farella Braun and Martel	San Francisco							295	

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 Firms
 Practice Areas
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 Cities States Countries
 Law School Year Graduated Years Practicing
 Min Rate Max Rate All Years Order By
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- » Litigators
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- » Lawyers who charge more than \$900

Name	Title	Firm	City	2013 Rates	2012 Rates	2011 Rates	2010 Rates	2009 Rates	2008 Rates	2007 Rates	2006 Rates
Wald, Gregory A.	Senior Attorney	Squire Sanders and Dempsey	San Francisco					525	460		
Walsh, Glenn	Paralegal	Cahill Gordon and Reindel	San Francisco		187	176	176	176			
Wessels, Kelly	Associate	Kirkland and Ellis	San Francisco					465	395		
Whalen, Joe	Partner	Farella Braun and Martel	San Francisco							520	
White, Jack L.	Associate	Kirkland and Ellis	San Francisco								385
Wilson, Natausha	Counsel	O'Melveny and Myers	San Francisco						565		
Woodruff, Kelly	Partner	Farella Braun and Martel	San Francisco							485	
Yeghiazarians, Susanna Krkeyan	Associate	Jackson Lewis	San Francisco			220					
Zwibelman, Michael		Heller Ehrman	San Francisco							515	

Exhibit 2-5

**NALA National Utilization and
Compensation Survey**



The Association of
Legal Assistants • Paralegals

2013 National Utilization and Compensation Survey Report

Section 3 Billing Rates

*Based on Data Collected:
4th Quarter 2012*

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NALA
2013 National Utilization and Compensation Survey Report

Section 3 Billing Rates
Tables and Charts

Table 3.1 Correlations to Billing Rates of Factors Relating to Respondents Demographics	1
Table 3.2 Billing Rate by Professional Activity.....	1
Table 3.3 Current Billing Rates	2
Table 3.4 Hourly Billing Rate by Region 2012-2002 Data.....	3
Chart 3.1 (3.4) Hourly Billing Rate by Region 2012, 2010, 200.....	3
Table 3.5 Hourly Billing Rates by Size of Firm 2012-2004	4
Table 3.6 Current Hourly Billing Rate by Total of Years of Experience	5
Chart 3.2 (3.6) Hourly Billing Rate by Years of Experience 2012 and 2010	6
Table 3.7 Hourly Billing Rate by Years with Current Employer	7
Table 3.8 Billing Rate by Type of Paralegal Program Completed	8
The Participants	8

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**Section 3.
Billing Rates**

This section provides the findings of the NALA Utilization and Compensation Survey related to paralegal billing rates. In consideration of this, or any data relating to economics keep in mind that mean values are presented. At best, these values only approximate real world situations. Data describing billing vary by many factors, most notably experience, geographic location, and size of firm. Therefore, the numbers are most useful for charting professional trends and changes rather than for direct comparison to any specific situation or person.

In this report, the data describing billing rates and compensation is presented in relation to geographic location, educational backgrounds, size of firm, experience and years with current employer. The following table provides information about the relationships of these factors to billing rates. To understand this table, the highest possible relationship expressed in terms of a correlation coefficient is .99, indicating that a relationship between two factors is almost indistinguishable. Likewise, a correlation coefficient of .00 indicates that two factors are not related. A test of statistical significance was not conducted on these correlations. The relationships are not strong, the strongest relationship shown to billing rates was size of firm.

**Table 3.1
Correlations to Billing Rates
of Factors Relating to Respondents Demographics**

Factor	Correlation to Billing Rates
Population of City	.081
Years on Current Job	.079
Years of Experience	.119
Size of Firm - Number of Attorneys	.232
Size of Firm - Number of Paralegals	.131
CP Designation	-.013
ACP Advanced Certification	-.011

The following several tables present the findings related to billing rates without explanation. Data describing findings of previous surveys is included.

**Table 3.2
Billing Rate by Professional Activity**

Activity	Rate	Responses
NALA Member	120	487
Non-Member	116	230
CP Credential	118	515
Not Certified	116	219
ACP Credential	125	52
Not Specialty Certified	118	651

About 28% of the respondents reported they are expected to produce a set number of billable hours per week. Most work 40 hour work weeks, and expected to bill 30 hours.

Table 3.3
Current Billing Rates
General Findings Years 2012-2004

Value	2012 Responses	2012 Percent	2010 Percent	2008 Percent	2004 Percent
Less than \$30	15	2%	2%	2%	2%
\$31 - 35	4	1%	1%	1%	0
\$36 - 40	1	0%	0%	1%	0
\$41 - 45	1	0%	1%	1%	1%
\$46 - 50	8	1%	2%	2%	4%
\$51 - 55	7	1%	1%	1%	2%
\$56 - 60	10	1%	1%	4%	4%
\$61 - 65	7	1%	4%	4%	8%
\$66 - 70	18	2%	2%	3%	4%
\$71 - 75	70	9%	9%	13%	17%
\$76 - 80	22	3%	2%	5%	6%
\$81 - 85	31	4%	4%	5%	8%
\$86 - 90	52	7%	6%	7%	6%
Greater than \$90				53%	38%
91-95	30	4%	5%		
\$96 - 100	78	10%	10%		
\$101 - 105	8	1%	1%		
\$106 - 110	22	3%	4%		
\$111 - 115	10	1%	1%		
\$116 - 120	19	1%	1%		
\$121 - 125	79	11%	9%		
\$126 - 130	13	2%	2%		
\$131 - 135	21	3%	3%		
\$136 - 140	12	3%	3%		
\$141 - 145	10	-			
\$146 - 150	54	2%	2%		
\$151 - 155	4	7%	1%		
\$156 - 160	18	1%	1%		
\$161 - 165	10	1%	1%		
\$166 - 170	8	1%	1%		
\$171 - 175	27	1%	2%		

Value	2012 Responses	2012 Percent	2010 Percent	2008 Percent	2004 Percent
\$176 - 180	8	4%	1%		
\$181 - 185	12	2%	1%		
\$186 - 190	7	1%	1%		
\$191 - 195	10	1%	1%		
\$196 - 200	10	1%	1%		
\$201 - 205	1	0%	0		
\$206 - 210	4	1%	0		
\$211 - 215	3	0%	1%		

Table 3.4
Billing Rate by Region 2012-2002 Data

Region	2012 Rate	2010 Rate	2008 Rate	2004 Rate	2002 Rate
Region 1	\$132	\$103	\$102	\$93	\$80
Region 2	\$123	\$111	\$101	\$95	\$85
Region 3	\$101	\$94	\$87	\$77	\$71
Region 4	\$115	\$113	\$102	\$91	\$82
Region 5	\$128	\$118	\$101	\$89	\$80
Region 6	\$103	\$99	\$84	\$79	\$71
Region 7	\$130	\$135	\$125	\$106	\$97

Chart 3.1 (3.4)
Billing Rate by Region – 2012, 2010 and 2008 Compared

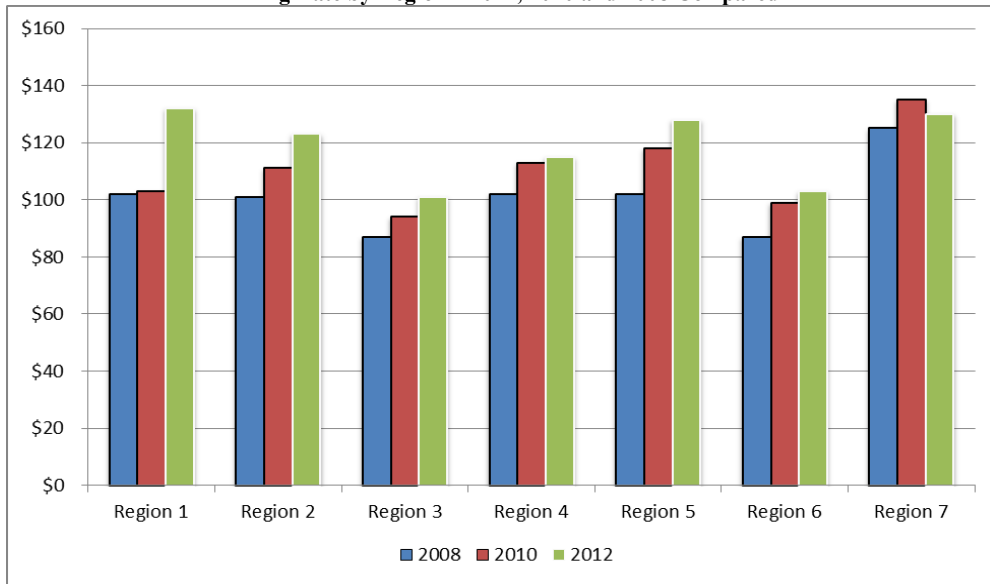


Table 3.5
Hourly Billing Rates by Size of Firm 2012-2004

Firm Size	2012 Average Rate	2012 Responses	2010 Average Rate	2010 Responses	2008 Average Rate	2004 Average Rate
Sole	\$107	77	\$102	68	\$97	\$84
2-5 Attorneys	\$108	207	\$100	219	\$97	\$85
6 - 10	\$103	113	\$103	128	\$97	\$81
11 - 15	\$117	64	\$105	94	\$98	\$84
16 - 20	\$129	55	\$115	69	\$100	\$96
21 - 30	\$132	76	\$130	70	\$104	\$101
31 - 35	\$124	26	\$108	26	\$107	\$86
36 - 40	\$126	18	\$130	12	\$88	\$91
41 - 45	\$133	8	\$144	11	\$128	\$108
46 - 50	\$136	11	\$133	24	\$100	\$92
51 - 55	\$124	13	\$131	16	\$111	\$90
56 - 60	\$163	7	\$124	7	\$124	\$93
61 - 65	\$90	4	\$130	3	\$123	\$113
66 - 70	\$100	6	\$163	6	\$125	\$105
71 - 75	\$110	5	\$116	6	\$122	\$120
76 - 80	\$140	10	\$152	4	\$106	\$110
81 - 85	\$182	6	\$185	1	\$117	\$126
86 - 90	\$150	3	\$158	6	\$136	\$129
91 - 95	\$195	1	\$144	4	\$115	
96 - 100	\$157	6	\$178	9	\$173	\$112
More than100	\$161	32	\$152	21	\$123	\$121

Table 3.6
Current Hourly Billing Rate by Total of Years of Experience

Years	Average Rate	Responses	Summary
1	\$82	19	1-5 Years \$93
2	\$92	14	
3	\$82	15	
4	\$100	12	
5	\$106	24	
6	\$108	16	6-10 Years \$116
7	\$113	22	
8	\$117	18	
9	\$119	15	
10	\$120	33	
11	\$118	17	11-15 Years \$119
12	\$124	30	
13	\$119	21	
14	\$98	13	
15	\$130	17	
16	\$121	22	16-20 Years \$115
17	\$109	22	
18	\$115	23	
19	\$100	14	
20	\$123	41	
21	\$123	14	21-25 Years \$115
22	\$117	34	
23	\$131	21	
24	\$100	17	
25	\$109	27	
26	\$131	22	26-30 Years \$133
27	\$141	17	
28	\$121	18	
29	\$155	13	
30	\$129	33	

31	\$134	9	31-35 Years \$124
32	\$108	12	
33	\$121	18	
34	\$132	8	
35	\$136	7	
36	\$150	9	36-40 years \$129
37	\$113	12	
38	\$131	10	
39	\$135	7	
40	\$124	12	

Chart 3.2
Hourly Billing Rate by Years of Experience 2012 and 2010

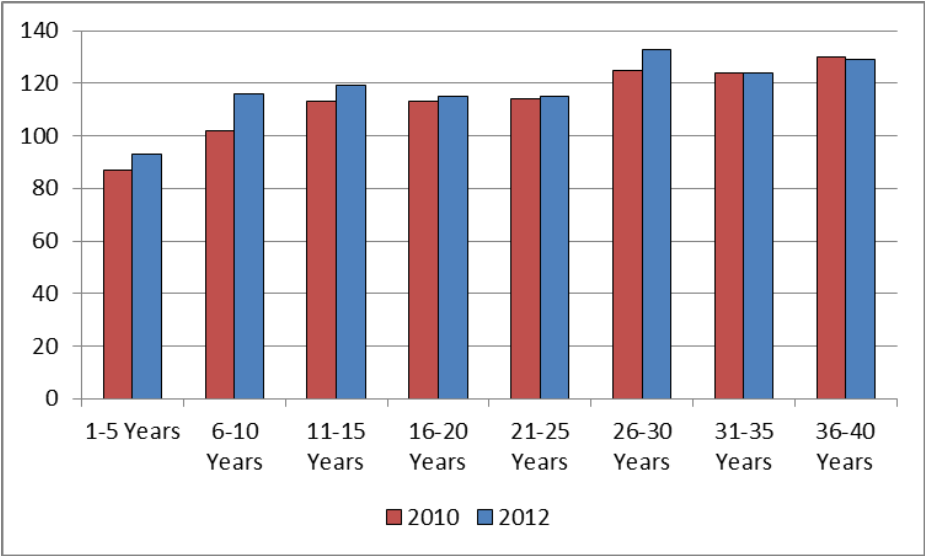


Table 3.7
Hourly Billing Rate by
Years with Current Employer

Years	2012 Average Rate	2012 Responses	2010 Average Rate	2008 Average Rate	2004 Average Rate	2012 Summary
1	\$108	113	\$104	\$98	\$86	1-5 Years \$116
2	\$117	65	\$104	\$105	\$85	
3	\$119	47	\$122	\$104	\$86	
4	\$122	39	\$107	\$104	\$96	
5	\$123	59	\$112	\$94	\$91	
6	\$124	41	\$126	\$101	\$91	6-10 Years \$120
7	\$129	41	\$105	\$97	\$93	
8	\$113	27	\$116	\$106	\$90	
9	\$102	27	\$104	\$110	\$95	
10	\$123	38	\$103	\$114	\$88	
11	\$118	18	\$123	\$99	\$93	11-15 Years \$124
12	\$114	28	\$118	\$88	\$88	
13	\$127	16	\$123	\$102	\$84	
14	\$132	19	\$105	\$95	\$98	
15	\$134	23	\$109	\$102	\$92	
16	\$108	12	\$82	\$104	\$86	16-20 Years \$115
17	\$114	16	\$77	\$89	\$86	
18	\$121	14	\$121	\$99	\$96	
19	\$113	7	\$87	\$116	\$100	
20	\$119	10	\$128	\$97	\$102	
21	\$104	12	\$106	\$135	\$85	21-25 Years \$116
22	\$105	9	\$121	\$97	\$86	

Years	2012 Average Rate	2012 Responses	2010 Average Rate	2008 Average Rate	2004 Average Rate	2012 Summary
23	\$155	7	\$102	\$97	\$86	
24	\$130	7	\$160	\$120	\$113	
25	\$104	9	\$109	\$107	\$102	
26	\$160	5	\$111	\$115	\$75	26-30 Years \$121
27	\$93	5	\$101	\$103	\$102	
28	\$110	4	\$120	\$108	\$140	
29	\$125	2	\$168	\$105	\$90	
30	\$113	3	\$129	\$92	\$71	

Table 3.8
Billing Rate by Type of Paralegal Program Completed

Paralegal Program	2012 Average Rate	2012 Responses	2010 Average Rate	2008 Average Rate	2004 Average Rate
Undergraduate Certificate	\$115	78	\$114	\$109	\$91
Post Baccalaureate Certificate	\$126	110	\$117	\$106	\$99
Associate Degree	\$117	232	\$109	\$99	\$85
Bachelor' Degree	\$117	63	\$105	\$96	\$91
Other	\$119	87	\$110	\$105	\$90
None	\$116	170	\$118	\$100	\$92

The Participants

The data is based on analysis of the responses to the 2012 National Utilization and Compensation Survey which was collected by a web based survey from October 31, 2012-December 7, 2012. There were 1330 responses received and utilized for this report. 4% of the population are males; 96% are females. The average age of survey participants is 46. 67% of the participants are members of NALA; 72% have received the Certified Paralegal credential.

Respondents are from a diverse geographical area. Forty-seven states, the Virgin Islands and the District of Columbia are represented by the population. Among the regions of the United States, the Southeast region was represented by 33% of the respondents; Southwest region was represented by 26%; Far West was represented by 12%; Plains States was represented by 13%; Great Lakes was represented by 5%; Rocky Mountain states were represented by 7%; and New England/Mid East was represented by 4% of the respondents. The average population of the cities represented is 596,735. The regions and states are defined in the table below.

The respondents have about 20 years of legal experience; 10 years with the same employer. Most (63%) of respondents work for a private law firm, and, of those, 68% work in firms of 1-15 attorneys; 17% of the respondents work for corporations. With

reference to educational backgrounds, 47% of respondents have a bachelor's degree; 31% have an associate's degree.

The 2012 National Utilization and Compensation Survey presents information concerning the work environment, practice areas, billing rates and compensation levels of paralegals. Conducted bi-annually since 1986, the survey analysis includes a review of current findings in comparison with findings of previous surveys. Economic data is presented in terms of such factors as size of city, size of firm, educational backgrounds, years of experience, and specialty area of practice.

Previous surveys have asked about duties and responsibilities of paralegals. A Job Analysis study of paralegals was conducted by NALA and results release in May 2012. The survey report and analysis appears on the NALA web site. Consult this for detailed information about on-the-job duties and responsibilities of paralegals, and skills needed for their work.

Region			Number	Percentage
Region 1 - New England/Mid East			57	4%
Connecticut Maine Massachusetts	Maryland New Hampshire New Jersey	New York Pennsylvania Rhode Island		
Region 2 - Great Lakes			64	5%
Illinois Indiana	Michigan Ohio	Wisconsin		
Region 3 - Plains States			167	13%
Iowa Kansas	Minnesota Missouri	Nebraska North Dakota South Dakota		
Region 4 - Southeast			432	33%
Alabama Arkansas Florida Georgia	Kentucky Louisiana Mississippi North Carolina	South Carolina Tennessee Virginia West Virginia		
Region 5 - Southwest			335	26%
Arizona New Mexico	Oklahoma	Texas		
Region 6 - Rocky Mountains			96	7%
Colorado Idaho	Montana Utah	Wyoming		
Region 7 - Far West			157	12%
Alaska California	Hawaii Nevada	Oregon Washington		

Exhibit 2-6

Nassiri & Jung Expense Report

Gaos v. Google
Line By Line Expense Report

Date	Description	Dollar Amount
10/27/2010	Court Filing Fee: County Legal - Filing in USDC Northern - San Jose; RUSH, incl. Initial Filing Fee.	\$493.00
10/28/2010	Service Fee: Service Fee - County Legal Process Service to Google, Inc.	\$78.00
11/19/2010	Court Filing Fee: County Legal - Filing in SC Superior, incl. initial filing fees.	\$493.00
11/19/2010	Service Fee: Service Fee - County Legal Process Service to Google, Inc.	\$78.00
3/25/2011	Messenger Cost: County Legal - Serve Courtesy Copies.	\$30.00
5/4/2011	Messenger Cost: Courtesy Copies delivered to USDC San Jose.	\$50.00
10/11/2011	Messenger Cost: ADC Legal filing in USDC San Jose, court records and file search, service/preparation.	\$94.50
1/13/2012	Transcript: Transcript Cost from MTD hearing 10/28/2011.	\$143.50
4/25/2012	Postage: Postage - service copies sent to opposing counsel.	\$1.70
5/2/2012	Misc: Courtesy Copies.	\$29.50
6/6/2012	Parking for settlement meeting.	\$32.00
7/20/2012	One Hour Delivery cost, courtesy copy of Opposition to Motion to Dismiss SAC to USDC.	\$136.64
9/10/2012	Soghoian Invoice NJ-0001 for consulting.	\$800.00
1/23/2013	Mediator fees for Randall W. Wulff; taxpayer ID 94-3381473.	\$1,687.50
7/16/2013	Purchase googlesearchsettlement.com	\$21.16
8/26/2013	Transcript of 8/23/2013 hearing.	\$296.45
	Total Expensess	\$4,464.95