

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

<p>MARK KOKOSZKI, individually and on behalf of all others similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>PLAYBOY ENTERPRISES, INC., a Delaware corporation,</p> <p style="text-align: center;">Defendant.</p>	<p>Case No. 2:19-cv-10302-BAF-RSW</p> <p>Hon. Bernard A. Friedman</p> <p>Mag. Judge R. Steven Whalen</p>
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**DECLARATION OF FRANK S. HEDIN
IN SUPPORT OF PLAINTIFF’S MOTION FOR
ATTORNEYS’ FEES, COSTS, EXPENSES, AND SERVICE AWARD**

I, Frank S. Hedin declare under penalty of perjury, pursuant to 28 U.S.C. § 1746 and based on my own personal knowledge, that the following statements are true:

1. I am a partner at Hedin Hall LLP and counsel of record for Plaintiff in this action. I submit this declaration in support of Plaintiff’s Motion for Attorneys’ Fees, Costs, Expenses, And Service Award, filed concurrently herewith.

BACKGROUND AND EXPERIENCE

2. I am a member in a good standing of the Florida Bar and the State Bar of California; the United States District Courts for the Southern District of Florida,

Middle District of Florida, Northern District of California, Southern District of California, Central District of California, Eastern District of California, Western District of Michigan, and Western District of Wisconsin; and the United States Courts of Appeals for the Second Circuit and Seventh Circuit, and am admitted to practice on a *pro hac vice* basis before several other federal district courts.

3. I received my Bachelor of Arts from University of Michigan in 2008 and my Juris Doctor, *magna cum laude*, from Syracuse University College of Law in 2012.

4. From August 2012 through November 2013, I served as law clerk to the Honorable William Q. Hayes, United States District Judge for the Southern District of California. During my clerkship with Judge Hayes, I managed half of the Court's civil docket and drafted orders and opinions at all stages of litigation in a wide range of matters, including numerous class actions.

5. In early 2014, I began working as an associate attorney at Carey Rodriguez Milian Gonya, LLP, a Miami-based boutique litigation firm, where I focused my practice on the prosecution of consumer class actions. *See, e.g., Farnham v. Caribou Coffee Co.*, No. 16-cv-295-wmc (W.D. Wisc.); *Chimeno-Buzzi v. Hollister Co.*, et al., No. 14-23120-CIV, 2015 WL 9269266 (S.D. Fla. Dec. 18, 2015); *Edwards v. Hearst Communications Inc.*, No. 15-cv-9279-AT (S.D.N.Y.); *Norberg v. Shutterfly, Inc.*, No. 15-cv-5351 (N.D. Ill.); *Rivera, et al. v.*

Google, Inc., No. 16-cv-2714 (N.D. Ill.). I also represented both plaintiffs and defendants in intellectual property, employment, and general commercial litigation matters, on both hourly and contingent-fee arrangements. I was partner and head of the firm's class action litigation practice at the time of my departure at the end of February 2018.

6. My partner David W. Hall and I formed Hedin Hall LLP in March 2018. With offices in Miami, Florida and San Francisco, California, Hedin Hall focuses on data-privacy, financial services, and securities class actions.

7. My firm has successfully prosecuted dozens of consumer and data-privacy class action lawsuits in state and federal courts nationwide, including as court-appointed class counsel. *E.g., Olsen, et al. v. ContextLogic Inc.*, No. 19CH06737 (Cir. Ct. Cook Cnty. Ill., Jan 7, 2020) (class counsel in action alleging transmission of text messages in violation of the TCPA, successfully defeated defendant's motion to compel arbitration, resulted in \$16 million non-reversionary settlement for consumers nationwide); *Donahue v. Everi Payments, Inc., et al.*, No. 2018-CH-15419 (Cook Cnty., Ill. Cir. Ct.) (class counsel in action alleging disclosure of consumers' credit and debit card information on printed transaction receipts in violation of FACTA, resulted in \$14 million non-reversionary settlement for class of consumers); *Kokoszki v. Playboy Enterprises, Inc.*, No. 19-cv-10302-BAF (E.D. Mich.) (class counsel in action alleging sale

of *Playboy* subscribers' personal information in violation of the Michigan PPPA, resulted in \$3.85 million non-reversionary settlement for class of consumers); *Owens, et al. v. Bank of America, N.A., et al.*, No. 19-cv-20614-MGC (S.D. Fla.) (class counsel in action alleging the improper assessment of overdraft fees when accounts were not actually overdrawn, resolved for \$4.95 million); *Liggio v. Apple Federal Credit Union*, No. 18-cv-1059-LO (E.D. Va.) (class counsel in action alleging the improper assessment of overdraft fees for "non-recurring" debit card transactions misclassified as "recurring" debit card transactions, resolved for \$2.7 million); *Hansen v. LMB Mortgage Servs., Inc.*, No. 19-cv-179-KJM (E.D. Cal.) (represent plaintiff and proposed nationwide class in action alleging transmission of unsolicited text messages in violation of the TCPA, successfully defeated defendant's motion to compel arbitration); *Wilson v. Redbox Automated Retain, LLC*, No. 19-cv-1993 (N.D. Ill.) (represent plaintiff and proposed nationwide class in action alleging transmission of unsolicited text messages in violation of the TCPA, successfully defeated defendant's motion to compel arbitration); *Lin v. Crain Communications Inc.*, No. 19-cv-11889-VAR (E.D. Mich.) (represent plaintiff and proposed nationwide class in action against Crain for disclosing its subscribers' personal information in violation of the Michigan PPPA, achieved a key victory on issue of first impression concerning the statute's enforceability by non-Michigan resident plaintiffs against a Michigan-based defendant); *Huguelet, et*

al. v. Maxim Inc., No. 19-cv-4452-ALC (S.D.N.Y.) (represent plaintiff and proposed class in action against Maxim for disclosing *Maxim* magazine subscribers' personal information in violation of the Michigan PPPA, recently resulted in proposed class-wide settlement).

8. My firm also serves as class counsel or plaintiffs' counsel in numerous securities class actions in state and federal courts across the country. *E.g.*, *In re Menlo Therapeutics Inc. Sec. Litig.*, Case No. 18CIV06049 (Cal. Sup Ct., San Mateo County) (recently achieved \$9.5 million class settlement on behalf of IPO investors, preliminary approval pending); *In re EverQuote, Inc. Sec. Litig.*, (N.Y. Supreme, New York County), Case No. 651177/2019 (recently achieved \$4.74 million class settlement on behalf of IPO investors, final approval pending); *Luczak v. Nat'l Beverage Corp.*, No. 18-cv-61631-KMM (S.D. Fla.) (court-appointed counsel for class in action alleging violations of federal securities laws); *Hoffman v. Stephenson, et al. (In re AT&T Sec. Litig.)*, Index No. 650797/2019 (N.Y. Sup. Ct., N.Y. Cnty.) (co-lead counsel for plaintiff class of investors asserting Securities Act claims arising from offering in connection with merger); *Plymouth County Retirement System v. Impinj, Inc., et al.*, Index No. 650629/2019 (N.Y. Sup. Ct., N.Y. Cnty.) (co-lead counsel for plaintiff class of investors asserting Securities Act claims arising from initial and secondary public offerings).

9. And we frequently represent indigent litigants in civil rights and

housing matters on a *pro bono* basis. *E.g.*, *Groover v. U.S. Corrections, LLC, et al.*, No. 15-cv-61902-BB (S.D. Fla.) (representing plaintiff and putative class against country’s largest private prisoner extradition companies in Section 1983 civil rights action alleging violations of the Eighth Amendment).

10. In the past two years alone, my firm has obtained over \$50 million in all-cash relief for the classes of consumers and investors that we have represented as class counsel.

11. With respect to the Michigan Preservation of Personal Privacy Act (“PPPA”) in particular, my firm recently achieved two significant victories on important legal issues pertaining to the enforceability and application of the statute, the first of which was critical to achieving the Settlement on behalf of the Settlement Class in this case.

12. First, in May 2018, my firm initiated *Horton v. GameStop Corp.*, 380 F. Supp. 3d 679 (W.D. Mich. 2018), a proposed PPPA class action alleging that the defendant had disclosed the plaintiff’s and other Michigan residents’ personal reading information between May 29, 2015 and July 31, 2016 (the effective date of an amendment to the PPPA that, *inter alia*, made “actual damages” a prerequisite to stating a claim and removed a prevailing plaintiff’s entitlement to statutory damages) – in violation of the unamended version of the PPPA that existed up until July 31, 2016. The defendant moved to dismiss on the grounds that, *inter alia*, the

complaint failed to state a claim for violation of the unamended PPPA because the case had been filed after the amendment's July 31, 2016 effective date. In successfully defeating this motion, my firm obtained the first decision in the country (in the face of a prior contrary decision from another federal district court on the same exact issue) holding that, regardless of the date on which a PPPA action is commenced, "the unamended [PPPA] applies to . . . claims that accrued prior to July 31, 2016, and, consequently, [a] plaintiff [asserting such a claim] [is] not required to plead actual damages." *Horton*, 380 F. Supp. 3d at 683. The *Horton* decision paved the way for Class Counsel's successful prosecution of the instant action against Playboy on behalf of the Settlement Class, because here, as in *Horton*, the alleged disclosures of personal reading information by the defendant pre-dated the statutory amendment's July 31, 2016 effective date, allegedly violating the unamended, pre-July 31, 2016 version of the statute (entitling a prevailing plaintiff to statutory damages, without showing "actual damages").

13. Second, in *Lin v. Crain Commc'ns Inc.*, No. 19-11889, 2020 WL 248445, at *6 (E.D. Mich. Jan. 16, 2020), my firm brought the first ever PPPA class action against a Michigan-based defendant on behalf of a non-Michigan-resident plaintiff and a proposed nationwide class. Specifically, the complaint alleged that a Michigan-based company had disclosed, from its headquarters in Michigan, the personal reading information of the plaintiff (a resident of Virginia)

and all of its other subscribers nationwide to third parties prior to July 31, 2016, in violation of the unamended version of the PPPA. The defendant moved to dismiss on the grounds that the PPPA only protects and is only enforceable by Michigan residents, to the exclusion of out-of-state residents – presenting an issue of first impression concerning the territorial reach of the PPPA. Class Counsel defeated defendant’s motion, and in so doing obtained the first decision in the country holding that the PPPA “allow[s] non-Michigan residents to pursue claims against Michigan resident-defendants.” *Lin*, 2020 WL 248445, at *4.

14. Attached hereto as **Exhibit A** is a current firm resume for Hedin Hall LLP.

HISTORY OF THIS LITIGATION

15. Beginning in March 2018, Class Counsel commenced a pre-suit investigation of Defendant’s alleged violations of the Michigan Preservation of Personal Privacy Act (the “PPPA”). Due to the confidential nature of Defendant’s alleged disclosures, our pre-suit investigation was extensive, and involved in-depth research into a number of data industry practices, including data appending and data cooperatives, as well as into years’ worth of Defendant’s old SEC filings, including Form 10-Ks in which the company made certain important statements concerning its data-sharing and *Playboy* subscriber list-rental practices.

16. On January 30, 2019, Plaintiff Mark Kokoszki filed a putative class

action on behalf of Playboy subscribers alleging violations of the PPPA. Dkt. 1.

17. In response to the Complaint, on April 1, 2019, Playboy filed an Answer denying the allegations generally and raising 14 affirmative defenses. Dkt. 7.

18. On April 18, 2019, the Parties met and conferred pursuant to Fed. R. Civ. P. 26(f).

19. That same day, Plaintiff served his First Set of Requests for the Production of Documents and First Set of Interrogatories. My firm's experience in other PPPA matters, as well as that of our co-counsel at Bursor & Fisher, P.A., allowed Class Counsel to target specific data appending practices, and to target specific data cooperatives with which we believed Defendant was a member.

20. On April 24, 2019, the Parties filed a Joint Case Management Statement. Dkt. 10.

21. On May 10, 2019, the Parties exchanged initial disclosures pursuant to Fed. R. Civ. P. 26(a)(1).

22. On June 3, 2019, Playboy served Responses and Objections to Plaintiff's First Set of Requests for the Production of Documents and First Set of Interrogatories. Playboy's Responses and Objections identified recipients of Playboy's alleged unlawful disclosures.

23. My firm and our co-counsel at Bursor & Fisher, P.A. immediately

analyzed those Responses and Objections to Plaintiff's First Set of Requests for the Production of Documents and First Set of Interrogatories to identify disclosure recipients, and to identify deficiencies.

24. To that end, on June 11, 2019, we held a meet-and-confer teleconference with defense counsel to discuss deficiencies and narrow the scope of discovery.

25. From the outset of the case, the Parties engaged in direct communication, and as part of their obligation under Fed. R. Civ. P. 26(f), discussed the prospect of resolution.

26. Those discussions led to an agreement between the Parties to engage in mediation, which the Parties agreed would take place before The Honorable Gerald E. Rosen (Ret.), who is a neutral at JAMS in Detroit.

27. As part of the mediation, the Parties exchanged informal discovery, including on issues such as the size and scope of the putative class, Playboy's third-party data company relationships, and Playboy's financial position.

28. Given that the information exchanged would have been the same information produced in formal discovery related to issues of class certification and summary judgment, the Parties had sufficient information to assess the strengths and weaknesses of the claims and defenses.

29. In preparation for the mediation, Class Counsel prepared a detailed

mediation statement outlining the strength of the Plaintiff's case, and comparing his case with other PPPA cases against magazine publishers that had settled, in order to help evaluate any potential settlement. Class Counsel also thoroughly reviewed the informal discovery produced by Defendant.

30. The initial mediation session took place on July 10, 2019 at JAMS's offices in Detroit and lasted the entire day. While the Parties engaged in good faith negotiations, which at all times were at arms'-length, they failed to reach an agreement that day. However, the Parties made substantial progress and agreed that further negotiations over the next 60 days would be beneficial.

31. Thereafter, the Parties continued to negotiate and agreed to participate in a second mediation session with Judge Rosen.

32. In preparation for the second mediation, Class Counsel continued our investigation of Plaintiff's claims, and thoroughly reviewed and analyzed documents produced by Defendant concerning its financial position. Class Counsel also thoroughly reviewed public news articles concerning Defendant's financial position. Both the documents and the news articles confirmed that Defendant's financial position was questionable.

33. The second mediation took place on October 24, 2019 at JAMS's offices in New York City and lasted the entire day. While the Parties engaged in good faith negotiations, which at all times were at arm's length, they failed to

reach an agreement that day. However, at the conclusion of the mediation session, Judge Rosen issued a mediator's proposal to settle the case.

34. On December 11, 2019, after engaging in continued negotiations through Judge Rosen, the Parties accepted Judge Rosen's mediator's proposal and executed a term sheet.

35. The resulting \$3.85 million Proposed Settlement secures the highest per-class member recovery ever in a PPPA class action settlement, and is the only PPPA class action settlement that has ever provided *automatic* cash payments to all class members, without the need to file a claim form. Based on Playboy's records the proposed Settlement Class includes approximately 10,665 persons with a Michigan street address who subscribed to a Playboy Publication to be delivered to a Michigan street address between January 1, 2016 and July 30, 2016, and who did not opt out of Playboy's information sharing service. With a \$3.85 million non-reversionary Settlement Fund, each Class Member who does not exclude him or herself from the Settlement should *automatically* receive a *pro rata* cash payment of approximately \$220 via check sent to his or her postal address.

36. After reaching an agreement in principle on the Settlement, Class Counsel worked extensively with defense counsel to finalize and memorialize the agreement into a formal Class Action Settlement Agreement, including proposed class notice documents. That process included rounds of revisions.

37. After finalizing and executing the Class Action Settlement Agreement, my firm prepared Plaintiff's Motion For Preliminary Approval, which was filed on January 31, 2020. *See* ECF No. 18.

38. On February 7, 2020, the Court granted Plaintiff's Motion For Preliminary Approval. *See* ECF No. 20.

39. The Parties agreed to the terms of the Settlement through experienced counsel who possessed all the information necessary to evaluate the case, determine all the contours of the proposed class, and reach a fair and reasonable compromise after negotiating the terms of the Settlement at arm's length and with the assistance of a neutral mediator.

40. Plaintiff and Class Counsel recognize that despite our belief in the strength of Plaintiff's claims, and Plaintiff's and the Class's ability to ultimately each secure a \$5,000 statutory award under the PPPA, the expense, duration, and complexity of protracted litigation would be substantial and the outcome uncertain.

41. Plaintiff and Class Counsel are also mindful that absent a settlement, the success of Playboy's various defenses in this case could deprive the Plaintiff and the Settlement Class Members of any potential relief whatsoever. Playboy is represented by highly experienced attorneys who have made clear that absent a settlement, they were prepared to continue their vigorous defense of this case. Plaintiff and Class Counsel are also aware that Playboy would continue to

challenge liability, as well as assert a number of defenses. Playboy had indicated that it would continue to assert numerous defenses on the merits. More specifically, Plaintiff is aware that Playboy would continue to assert that the PPPA does not prohibit the disclosure of the magazine subscriptions information at issue (because the third-party recipients of the disclosures are Playboy's agents), that Playboy also provided appropriate notice of its practices, and that the PPPA does not apply to subscriptions that were not sold by Playboy "at retail," as is required to come under the scope of the statute. Plaintiff and Class Counsel are also aware that Playboy would oppose class certification vigorously, and that Playboy would prepare a competent defense at trial. Looking beyond trial, Plaintiff is also keenly aware that Playboy could appeal the merits of any adverse decision, and that in light of the statutory damages in play it would argue – in both the trial and appellate courts – for a reduction of damages based on due process concerns.

42. Plaintiff and Class Counsel believe that the relief provided by the settlement weighs heavily in favor of a finding that the settlement is fair, reasonable, and adequate, and well within the range of approval.

43. Since the Court granted preliminary approval, Class Counsel has worked with the Settlement Administrator, JND Legal Administration ("JND"), to carry out the Court-ordered Notice Plan. Specifically, Class Counsel has reviewed the final claim and notice forms, reviewed and tested the settlement website before

it launched live, and worked to ensure JND performed the necessary reverse-lookup and National Change of Address directory searches prior to disseminating the class notice to members of the Settlement Class.

44. Since class notice has been disseminated, Class Counsel has worked with JND on a weekly basis to monitor settlement claims and any other issues that may arise. Class Counsel has also fielded calls from Settlement Class Members and assisted with their requests.

CLASS COUNSEL'S FEE AND COST EXPENDITURES

45. Attached hereto as **Exhibit B** is a summary of the time billed by my firm for the development and prosecution of this case and the lodestar calculation utilizing our current normal billing rates. The summary was prepared from contemporaneous daily time records regularly prepared and maintained by me and the other timekeepers pursuant to firm policy and have been maintained in the computerized records of my firm. In creating the summary, I personally reviewed all of my firm's time entries associated with this case and used billing judgment to ensure that duplicative and unnecessary time was excluded and that only time reasonably devoted to the litigation was included.

46. My firm undertook this matter on a contingency basis. Through April 13, 2020, my firm expended 268.7 hours investigating, prosecuting, resolving, and overseeing the settlement process in this case. My firm's lodestar fee in this case,

based on current billing rates, is \$174,655.

47. In addition to the time enumerated above, I estimate that Class Counsel will incur an additional \$35,000 to \$50,000 in fees of future work in connection with the fairness hearing, coordinating with JND, monitoring settlement administration, and responding to Settlement Class Member inquires.

48. Due to the commitment of time and capital investment required to litigate this action, my firm had to forego other work, including hourly non-contingent matters, and other class action matters.

49. To date, my firm has also expended \$7,245.72 in out-of-pocket costs and expenses in connection with the prosecution of this case. Attached as **Exhibit C** is an itemized list of those costs and expenses. These costs and expenses are reflected in the records of my firm, and were necessary to prosecute this litigation. Cost and expense items are billed separately, and such charges are not duplicated in my firm's billing rates.

50. Included within **Exhibit B** is a chart setting forth the hourly rates charged for lawyers at my firm. Based on my knowledge and experience, the hourly rates charged by my firm are within the range of market rates charged by attorneys of equivalent experience, skill, and expertise. These are the same hourly rates that we would actually charge to hourly clients for non-contingent matters. As a matter of firm policy, we do not discount our regular hourly rates for non-

contingent hourly work. I have personal knowledge of the range of hourly rates typically charged by counsel in our field in California and Florida, and elsewhere, both on a current basis and in the past. In determining my firm's hourly rates from year to year, our firm has consciously taken market rates into account and has aligned our rates with the market.

51. Through my practice, I have become familiar with the non-contingent market rates charged by attorneys in California and Florida, and elsewhere (my firm's offices are in Miami, Florida and San Francisco, California). I have gained this familiarity by servicing clients who retained my services for hourly-billed, non-contingent matters when I practiced at my prior firm. This familiarity has also been obtained: (1) by litigating attorneys' fee applications; (2) by discussing fees with other attorneys; (3) by reviewing attorneys' fee applications and awards in other cases, as well as surveys and articles on attorney's fees in the legal newspapers and treatises. This information shows that my firm's rates are in line with the non-contingent market rates charged by attorneys of reasonably comparable experience, skill, and reputation for reasonably comparable class action work. In fact, comparable hourly rates have been found reasonable by various courts for reasonably comparable services, including those cited in Mr. Marchese's declaration submitted together herewith. Our hourly rates are also supported by several surveys of legal rates, including the surveys cited in Mr.

Marchese's declaration.

52. My hourly rate and that of my partner David W. Hall are each set at \$650. My firm's rates have been deemed reasonable by Courts across the country, including, for example:

- A. *Olsen, et al. v. ContextLogic Inc.*, No. 19CH06737 (Cir. Ct. Cook Cnty. Ill., Jan 7, 2020) (granting final approval of class-action settlement and motion for attorneys' fees to Hedin Hall in full);
- B. *Owens, et al. v. Bank of America, N.A., et al.*, No. 19-cv-20614-MGC (S.D. Fla., Jan. 29, 2020) (granting final approval of class-action settlement and motion for attorneys' fees to Hedin Hall in full);
- C. *Liggio v. Apple Federal Credit Union*, No. 18-cv-1059-LO (E.D. Va. 2019) (granting final approval of class-action settlement and motion for attorneys' fees to Hedin Hall in full);
- D. *Farnham v. Caribou Coffee Coffee, Inc.*, 16cv295-WMC (W.D. Wis. 2017) (granting final approval of class-action settlement and motion for attorneys' fees to Hedin Hall lawyer in full);
- E. *Chimeno-Buzzi v. Hollister Co. et al.*, 14cv23120-MGC (S.D. Fla. 2014) (granting final approval of class-action settlement and motion for attorneys' fees to Hedin Hall lawyer in full).

53. No court has ever cut my firm's fee application by a single dollar on

the ground that our hourly rates were not reasonable, nor on any other ground.

PLAINTIFF KOKOSZKI'S CONTRIBUTIONS

54. I am of the opinion that Mr. Kokoszki's active involvement in this case was critical to its ultimate resolution. He took his role as class representative seriously, devoting significant amounts of time and effort to protecting the interests of the class. Without his willingness to assume the risks and responsibilities of serving as class representative, I do not believe such a strong result could have been achieved.

55. Mr. Kokoszki equipped my firm with critical details regarding his experiences with Defendant. He assisted my firm in investigating his claims, detailing his subscription histories, and aiding in drafting the Class Action Complaint. Mr. Kokoszki also actively participated in the initial steps for document discovery and for deposition preparation. And he actively consulted during the settlement process.

56. In short, Mr. Kokoszki has assisted my firm in pursuing this action on behalf of the class, and his involvement in this case has been nothing short of essential.

I declare under penalty of perjury that the above and foregoing is true and accurate. Executed this 16th day of April 2020 at Miami, Florida.

/s/ Frank S. Hedin

Frank S. Hedin

EXHIBIT A

HEDIN HALL L.L.P.

FIRM RÉSUMÉ

With offices in Miami, Florida and San Francisco, California, Hedin Hall LLP represents consumers and shareholders in data-privacy, financial services, and securities class actions in state and federal courts nationwide.

We prosecute difficult cases aimed at redressing injuries suffered by large, diverse groups of people, many of which implicate cutting-edge issues of national significance (such as, for example, the collection and storage of immutable biometric data by technology companies, board room complicity in the opioid crisis, the financial sector's taxation of the poor through predatory banking practices, and the exploitation of individuals' personal information by data brokers).

Our attorneys' work has led to meaningful, industry-wide changes for the betterment of society and, over the past nine years alone, has contributed to the recovery of over \$18 billion for consumers and investors nationwide.

Representative Matters

Notable examples of our work include:

Consumer & Data-Privacy Matters

- *Olsen, et al. v. ContextLogic Inc.*, No. 19CH06737 (Cir. Ct. Cook Cnty. Ill., Jan 7, 2020) (class counsel in action alleging transmission of text messages in violation of the TCPA, successfully defeated defendant's motion to compel arbitration, resulted in \$16 million non-reversionary settlement for consumers nationwide);
- *Donahue v. Everi Payments, Inc., et al.*, No. 2018-CH-15419 (Cook Cnty., Ill. Cir. Ct.) (class counsel in action alleging disclosure of consumers' credit and debit card information on printed transaction receipts in violation of FACTA, recently achieved \$14 million non-reversionary settlement for class of consumers);

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- *Kokoszki v. Playboy Enterprises, Inc.*, No. 19-cv-10302-BAF (E.D. Mich.) (class counsel in action alleging sale of Playboy subscribers' personal information in violation of the Michigan PPPA, resulted in \$3.8 million non-reversionary settlement for class of consumers);
- *Huguelet, et al. v. Maxim Inc.*, No. 19-cv-4452-ALC (S.D.N.Y.) (represent plaintiff and proposed class in action against Maxim for disclosing Maxim magazine subscribers' personal information in violation of the Michigan PPPA, recently resulted in proposed class-wide settlement);
- *Owens, et al. v. Bank of America, N.A., et al.*, No. 19-cv-20614-MGC (S.D. Fla.) (class counsel in action alleging the improper assessment of overdraft fees when accounts were not actually overdrawn, resolved for \$4.95 million);
- *Liggio v. Apple Federal Credit Union*, No. 18-cv-1059-LO (E.D. Va.) (class counsel in action alleging the improper assessment of overdraft fees for "non-recurring" debit card transactions misclassified as "recurring" debit card transactions, resolved for \$2.7 million);
- *Chimeno-Buzzi v. Hollister Co.* (S.D. Fla.) (class action alleging the transmission of autodialed text messages to consumers' cellular telephones in violation of the Telephone Consumer Protection Act ("TCPA"), resulting in \$10 million class-wide settlement);
- *Farnham v. Caribou Coffee Co., Inc.* (W.D. Wisc.) (class action alleging the transmission of autodialed text messages to consumers' cellular telephones in violation of the TCPA, resulting in \$8.5 million class settlement);
- *In re Facebook Biometric Privacy Litig.* (N.D. Cal.) (first-of-its-kind data privacy class action arising from Facebook's alleged collection of individuals' immutable "scans of face geometry" in violation of Illinois' Biometric Information Privacy Act ("BIPA"));
- *Norberg v. Shutterfly, Inc.* (N.D. Ill.) (class action alleging the collection of individuals' immutable "scans of face geometry" in violation of BIPA);
- *Rivera v. Google, Inc.* (N.D. Ill.) (class action arising from Google's alleged collection of individuals' immutable "scans of face geometry" in violation of BIPA);
- *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Products Liability Litig.* (N.D. Cal.) (alleging claims in connection with the Volkswagen diesel-cheating scandal, resulting in over \$17 billion of class-wide relief);
- *Hansen v. LMB Mortgage Servs., Inc.*, No. 19-cv-179-KJM (E.D. Cal.) (represent plaintiff and proposed nationwide class in action alleging transmission of unsolicited text messages in violation of the TCPA, successfully defeated defendant's motion to compel arbitration);

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- *Wilson v. Redbox Automated Retain, LLC*, No. 19-cv-1993 (N.D. Ill.) (represent plaintiff and proposed nationwide class in action alleging transmission of unsolicited text messages in violation of the TCPA, successfully defeated defendant's motion to compel arbitration);
- *Lin v. Crain Communications Inc.*, No. 19-cv-11889-VAR (E.D. Mich.) (represent plaintiff and proposed nationwide class in action against Crain for disclosing its subscribers' personal information in violation of the Michigan PPPA, achieved a key victory on issue of first impression concerning the statute's enforceability by non-Michigan resident plaintiffs against a Michigan-based defendant).

Securities Matters

- *In re Menlo Therapeutics Inc. Sec. Litig.*, Case No. 18CIV06049 (Cal. Sup Ct., San Mateo County) (recently reached proposed \$9.5 million class settlement on behalf of IPO investors, preliminary approval pending);
- *In re EverQuote, Inc. Sec. Litig.*, (N.Y. Supreme, New York County), Case No. 651177/2019 (recently reached proposed \$4.74 million class settlement on behalf of IPO investors, final approval pending);
- *City of Sterling Heights General Employees' Retirement System v. Prudential Financial, Inc.* (D. N.J.) (\$33 million settlement for class of aggrieved investors);
- *Louisiana Municipal Police Employees' Pension Fund v. KPMG, LLP, et al.* (N.D. Ohio) (\$32.6 million settlement for class of aggrieved investors);
- *Cyan v. Beaver County Employees Retirement Fund*, (U.S. Supreme Court) (contributed to *certiorari*, merits, and *amici* briefing in 9-0 plaintiffs' victory on issues of first impression pertaining to concurrent jurisdiction and dual sovereignty, the PSLRA and SLUSA, and the Securities Act removal bar);
- *Wiley v. Envivio, Inc., et al.* (Cal. Sup. Ct., San Mateo Cnty.) (\$8.5 million settlement for class of aggrieved investors);
- *In re MobileIron Shareholder Litig.* (Cal. Sup. Ct., Santa Clara Cnty.) (\$7.5 million settlement for class of aggrieved investors);
- *In re Model N Shareholder Litig.* (Cal. Sup. Ct., San Mateo Cnty.) (\$8.55 million settlement for class of aggrieved investors);
- *Silverman v. Motorola, et al.* (N.D. Ill.) (\$200 million settlement for class of aggrieved investors);
- *United Food and Commercial Workers Union Local 880 v. Chesapeake Energy Corp., et al.* (W.D. Okla.) (obtained multiple favorable precedent-setting decisions)

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related to typicality, tracing, adequacy, materiality, and negative causation under the Securities Act of 1933);

- *Xiang v. Inovalon Holdings, Inc., et al.* (S.D.N.Y.) (obtained favorable precedent-setting decisions related to statute of limitations, falsity, causation, and materiality under the Securities Act of 1933);
- *Buelow v. Alibaba Group Holding Ltd., et al.* (Cal. Sup. Ct., San Mateo Cnty.) (\$75 million settlement, obtained several favorable precedent-setting decisions related to statute of limitations, the relation-back doctrine, falsity, causation, and materiality under the Securities Act of 1933);
- *In re Herald, Primeo, and Thema Funds Sec. Litig.* (S.D.N.Y.) (\$62.5 million settlement for victims of Madoff Ponzi scheme).

Attorney Biographies

Frank S. Hedin

Frank S. Hedin manages the firm's Miami office. He is a member in good standing of the Florida Bar and the State Bar of California and is admitted to practice in several federal district courts and circuit courts of appeals across the country. Mr. Hedin received his Bachelor of Arts from University of Michigan and his Juris Doctor, *magna cum laude*, from Syracuse University College of Law. After graduating from law school, he served for fifteen months as law clerk to the Honorable William Q. Hayes, United States District Judge for the Southern District of California. Prior to establishing Hedin Hall LLP, Mr. Hedin was a partner at a litigation boutique in Miami, Florida, where he represented both plaintiffs and defendants in consumer and data-privacy class actions, employment-related collective actions, and patent and trademark litigation, and served as head of the firm's class action practice.

HEDIN HALL L.L.P.

David W. Hall

David W. Hall manages the firm's San Francisco office. Before founding Hedin Hall LLP, Mr. Hall managed cases for one of the largest plaintiffs' firm in the United States, where he pioneered and developed, inter alia, state court Securities Act and data privacy class action practices. Earlier in his legal career, he served as judicial law clerk to the Honorable Irma E. Gonzalez, United States District Judge for the Southern District of California. Mr. Hall is a graduate of the University of California, Hastings College of the Law, *cum laude*, and the New England Conservatory of Music. At Hastings College of the Law, he received a number of writing, examination, and Moot Court competition awards, served as a Staff Editor of the Hastings Business Law Journal, worked as a teaching assistant in the Legal Writing & Research Department, and served as extern to the Honorable Joyce L. Kennard of the California Supreme Court.

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EXHIBIT B

Hedin Hall LLP – Kokoszki v. Playboy Enterprises, Inc. Hours Summary Thru 4/13/2020

Attorney	Hours	Hourly Rate	Total
Frank Hedin	156.6	\$650	\$546.30
David W. Hall	112.1	\$650	\$975.00
Total:	268.7		\$174,655

EXHIBIT C

Hedin Hall LLP – Kokoszki v. Playboy Enterprises, Inc. Expenses Thru 4/13/2020

Expense	Amount
F. Hedin roundtrip economy airfare to/from Detroit, Michigan for July 10, 2019 mediation	\$546.30
D. Hall roundtrip economy airfare to/from Detroit, Michigan for July 10, 2019 mediation	\$975.00
F. Hedin hotel accommodation in Detroit, Michigan for July 10-11, 2019 for mediation	\$370.13
D. Hall hotel accommodation in Detroit, Michigan for July 10-11, 2019 for mediation	\$462.30
F. Hedin meals for July 10-11, 2019 for mediation	\$122.45
D. Hall meals for July 10-11, 2019 for mediation	\$143.40
F. Hedin Lyft fares to/from airports for travel to/from July 10, 2019 mediation	\$59.94
D. Hall taxi fares to/from airports for travel to/from July 10, 2019 mediation	\$185.70
Hedin Hall LLP share of July 10, 2019 mediation fee to JAMS	\$3,000.00
F. Hedin roundtrip economy airfare to/from New York, New York for October 24, 2019 mediation	\$440.60
F. Hedin hotel accommodation in New York, New York for October 24, 2019 mediation	\$504.40
F. Hedin taxi fares to/from airports for travel to/from October 24, 2019 mediation	\$135.50
Eastern District of Michigan Attorney Application Fee for F. Hedin	\$300.00
Total:	\$7,245.72