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17 *Co-Lead Plaintiffs' Counsel*

18 **UNITED STATES DISTRICT COURT**  
19 **NORTHERN DISTRICT OF CALIFORNIA**  
20 **SAN JOSE DIVISION**

*In Re Anthem, Inc. Data Breach Litigation*

Case No: 15-md-02617-LHK (NC)

21 **SUPPLEMENTAL DECLARATION OF**  
22 **ANDREW N. FRIEDMAN IN SUPPORT OF**  
23 **MOTION FOR ATTORNEYS' FEES,**  
24 **LITIGATION EXPENSES, AND SERVICE**  
25 **AWARDS TO CLASS REPRESENTATIVES**

Date: February 1, 2017

Time: 1:30 p.m.

Judge: Lucy H. Koh

Crtrm: 8, 4th Floor

1 I, Andrew N. Friedman, declare as follows:

2 1. I am an attorney admitted to practice in the Northern District of California *pro hac vice*  
3 in the above-captioned lawsuit, and am court-appointed Co-Lead Plaintiffs' Counsel and Class Counsel  
4 in this multi-district litigation. I am a partner with the firm of Cohen Milstein Sellers & Toll PLLC  
5 ("Cohen Milstein") in Washington, D.C. I have personal knowledge of the matters set forth herein, and  
6 could and would testify competently thereto if called upon to do so. I submit this supplemental  
7 declaration in support of Plaintiffs' Motion for an Award of Attorneys' Fees, Litigation Expenses, and  
8 Service Awards to Class Representatives, and specifically in response to the Court's direction in its  
9 January 29, 2018 order that Plaintiffs "file documentation of Plaintiffs' markup for each contract  
10 attorney for each calendar year." ECF 954 at 2. The facts regarding contract attorneys in this  
11 declaration reflect my own experience at Cohen Milstein, and information I have gathered from the  
12 other Plaintiffs' firms that used contract attorneys in this litigation.

13 2. Cohen Milstein and other Plaintiffs' firms in this case use contract attorneys to assist in  
14 the litigation of large class action lawsuits. As in this litigation, large class actions often require that  
15 class counsel complete massive document review and document analysis projects in a short period of  
16 time. Contract attorneys provide the additional resources necessary to effectively litigate these cases.  
17 In this litigation, for instance, Plaintiffs' counsel hired contract attorneys to assist with critically  
18 important document review work, thereby providing partners and associates with the time they needed  
19 to do other work that was essential to achieving a successful result for the class.

20 3. The Plaintiffs' firms sometimes hire contract attorneys directly and sometimes hire them  
21 through agencies. The key distinction between the contract attorneys and other firm attorneys working  
22 on this or any other matter is that the contract attorneys are generally employed only temporarily on a  
23 case-by-case or project-by-project basis. (One firm, Lieff Cabraser, has employed staff attorneys since  
24 January 2016 who are permanent, full-time attorneys who largely assist with document review and  
25 analysis). Contract attorneys (or staff attorneys) who conducted document analysis and review in this  
26 case often did the same legal work as did associates who conducted document analysis and review.  
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