

1 LIEFF CABRASER HEIMANN
 & BERNSTEIN LLP
 2 MICHAEL W. SOBOL (SBN 194857)
 msobol@lchb.com
 3 DAVID T. RUDOLPH (SBN 233457)
 drudolph@lchb.com
 4 MELISSA GARDNER (SBN 289096)
 mgardner@lchb.com
 5 275 Battery Street, 29th Floor
 San Francisco, California 94111
 6 Telephone: (415) 956-1000
 Facsimile: (415) 956-1008

7 JASON L. LICHTMAN (pro hac vice)
 8 jlichtman@lchb.com
 250 Hudson Street
 9 New York, NY 10013
 (212) 355-9500

10 *Plaintiffs' Steering Committee*

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 12 **UNITED STATES DISTRICT COURT**
 13 **NORTHERN DISTRICT OF CALIFORNIA**
 14 **SAN JOSE DIVISION**

15 *In Re Anthem, Inc. Data Breach Litigation*

Case No. 15-MD-02617-LHK

16 **SUPPLEMENTAL DECLARATION OF**
 17 **MICHAEL W. SOBOL IN SUPPORT OF**
 18 **MOTION FOR ATTORNEYS' FEES,**
LITIGATION EXPENSES, AND SERVICE
 19 **AWARDS TO CLASS REPRESENTATIVES**

20 Date: February 1, 2018
 Time: 1:30 p.m.
 Judge: Hon. Lucy H. Koh
 21 Crtrm: 8, 4th Floor

22 I, Michael W. Sobol, declare as follows:

23 1. I am a member in good standing of the State Bar of California, and a partner in Loeff,
 24 Cabraser, Heimann & Bernstein, LLP ("LCHB"), and have been appointed by the Court to serve on
 25 Plaintiff's Steering Committee. I make this Declaration of my own personal knowledge. If called upon
 26 to testify, I could and would testify competently to the truth of the matters stated herein.

1 2. I submit this declaration in response the Court's Orders dated January 29 and 30, 2018,
2 requesting further information regarding Class Counsel's motion for an award of attorneys' fees and
3 expenses. I have previously submitted declarations in support of Class Counsel's motion for attorneys'
4 fees (Dkt Nos. 916-31, 938-4, and 945-2).

5 3. Exhibit 3 to the Supplemental Declaration of Eve H. Cervantez in Support of Motion for
6 Attorneys' Fees, Litigation Expenses, and Service Awards to Class Representatives, filed
7 contemporaneously herewith, includes a chart setting forth the historical billing rates of Plaintiffs'
8 counsel, including for all of LCHB's time keepers during the periods which each of the time keepers
9 billed time to this case. (In Ms. Cervantez's reply declaration in support of Class Counsel's fee
10 application, LCHB's contract attorneys and staff attorneys were inadvertently referred to together as
11 "staff attorneys." (Dkt. 944-9). The chart in Exhibit 3 to Ms. Cervantez's Supplemental Declaration
12 corrects that, and the distinction between the two is described below.)

13 4. As I noted in my previous declarations, LCHB sets its hourly rates, which were used for
14 purposes of calculating lodestar here, according to its understanding of the prevailing market rates for
15 the legal services rendered, including its rates for contract attorneys and staff attorneys. Billing rates
16 for contract attorneys and staff attorneys are not dependent on what they are actually paid, in the same
17 way that billing rates for associates and partners are not dependent on what they are actually paid.
18 Billing rates for contract attorneys are not impacted by whether they are being paid directly by the firm
19 or are being paid through an agency; they are based (just as for any other type of attorney, such as an
20 associate or partner) on the firm's understanding of the appropriate market rates for similar legal
21 services rendered. Some of LCHB's contract attorneys are retained via a third party agency, and some
22 are retained directly by the firm. In either case, they are employed on an hourly, contract basis, and
23 their hourly billing rates are based on the firm's understanding of the prevailing market rates for their
24 services. In January 2016, LCHB instituted the hiring of staff attorneys who are non-partnership track
25 employees of the firm, are paid a salary, and their hourly billing rates are based on the firm's
26 understanding of the prevailing market rates for their services. As such, there is no "markup" of the
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1 hourly billing rates for contract attorneys and staff attorneys, but rather the hourly billing rates are
2 market based.

3 I declare under penalty of perjury that the foregoing is true and correct to the best of my
4 knowledge, and that this Declaration was signed in San Francisco, California, on January 31, 2018.

5 /s/ Michael W. Sobol

6 Michael W. Sobol

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