

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

DARRYL CHALMERS, DARREN CONNORS,
GLENN MENDEZ, JAMES NOVA,
FATIMA Q. ROSEMOND, and AFSCME
DISTRICT COUNCIL 37 LOCAL 2507,

Plaintiffs,

And

BRANDEN BOWMAN and SEBASTIAN STACK,

Intervenors-Plaintiffs,

v.

THE CITY OF NEW YORK,

Defendant.

Case No. 20 Civ. 3389 (AT)

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' REVISED MOTION
FOR PAYMENT OF SERVICE AWARDS**

Cyrus Mehri
Michael Lieder
Mehri & Skalet, PLLC
2000 K Street NW, Suite 325
Washington, DC 20006

Robert J. Valli, Jr.
Sara Wyn Kane
Matthew L. Berman
Valli Kane & Vagnini LLP
600 Old Country Road, Suite 519
Garden City, NY 11530

*Attorneys for Plaintiffs Chalmers, Connors,
Mendez, Nova, Rosemond, Local 2507
and Proposed Damages Class*

Walter Meginniss
Jessica Harris
Max Utzschneider
Gladstein, Reif & Meginniss LLP
39 Broadway, Suite 2430
New York, NY 10006

*Attorneys for Plaintiffs Bowman, Stack,
and Proposed Pay Class Adjustment*

TABLE OF CONTENTS

I. INTRODUCTION 1

II. BACKGROUND..... 1

 A. Case Investigation and Initiation (through May 1, 2020) 1

 B. Oppositions to the City’s Motions to Dismiss. 3

 C. Discovery and Resolution of Discovery-Related Disputes 3

 D. Settlement Negotiations 4

 E. Communications with Plaintiffs and Class Members 5

 F. Intervention of Pay Adjustment Plaintiffs 5

III. ARGUMENT 6

IV. CONCLUSION..... 10

TABLE OF AUTHORITIES

	Page(s)
Cases	
<i>Amara v. CIGNA Corp.</i> , No. 3:01-CV-2361 (JBA), 2018 U.S. Dist. LEXIS 202717 (D. Conn. Nov. 29, 2018)	9
<i>Babcock v. C. Tech Collections, Inc.</i> , No. 1:14-CV-3124 (MDG), 2017 U.S. Dist. LEXIS 44548 (E.D.N.Y. Mar. 27, 2017)	10
<i>Bellifemine v. Sanofi-Aventis U.S. LLC</i> , No. 07 Civ. 2207 (JGK), 2010 U.S. Dist. LEXIS 79679 (S.D.N.Y. Aug. 5, 2010)	9
<i>Flores v Anjost Corp.</i> , No. 11 Civ. 1531 AT, 2014 WL 321831 (S.D.N.Y. Jan. 29, 2014)	6, 9
<i>Karic v. Major Auto. Companies, Inc.</i> , 2016 WL 1745037 (E.D.N.Y. Apr. 27, 2016)	8, 9
<i>Knox v John Varvatos Enterprises Inc.</i> , 520 F. Supp. 3d 331 (S.D.N.Y. 2021), <i>aff'd sub nom. Chaparro v John Varvatos Enterprises, Inc.</i> , 21-446-CV, 2021 WL 5121140 (2d Cir. Nov. 4, 2021)	8, 9
<i>In re Libor-Based Fin. Instruments Antitrust Litig.</i> , Master File No. 1:11-md-2262-NRB ECF Case, 2023 U.S. Dist. LEXIS 53229 (S.D.N.Y. Mar. 28, 2023)	10
<i>Manley v. Midan Rest. Inc.</i> , 2017 WL 1155916 (S.D.N.Y. Mar. 27, 2017)	8, 9
<i>Massiah v. MetroPlus Health Plan, Inc.</i> , No. 11 Civ. 5669, 2012 WL 5874655 (E.D.N.Y. Nov. 20, 2012)	6
<i>Romero v. v. La Revise Assocs., L.L.C.</i> , 58 F. Supp. 3d 411 (S.D.N.Y. 2014)	10
<i>Torres v. Gristede's Operating Corp.</i> , 2010 WL 5507892 (S.D.N.Y. Dec. 21, 2010)	8, 9
<i>Torretto v. Donnelley Fin. Sols., Inc.</i> , No. 1:20-cv-02667-GHW, 2023 U.S. Dist. LEXIS 5440 (S.D.N.Y. Jan. 5, 2023)	10

Willix v. Healthfirst, Inc.,
2011 WL 754862 (E.D.N.Y. Feb. 18, 2011).....8, 9

I. INTRODUCTION

Shortly after denying Plaintiffs' motion for preliminary approval of a settlement without prejudice (ECF No. 137), this Court terminated Plaintiffs' motion for payment of service awards and attorneys' fees and reimbursement of attorneys' expenses with a direction to refile the motion should Plaintiffs renew their motion for preliminary approval. (ECF No. 138). Instead of refiling the original motion (ECF No. 122), the original five individual Plaintiffs, who are now the representatives of only the Damages Class (the "Damages Plaintiffs"), together with two new Plaintiffs who are the representatives of the Pay Adjustment Class ("Pay Adjustment Plaintiffs"), have filed a new motion that addresses only service awards. It does not change the amounts of the service awards sought for the Damages Plaintiffs and one class member but also asks the Court to grant service awards to the two new Pay Adjustment Plaintiffs of \$2,500 apiece, thereby raising the total amount of requested service awards to \$95,000.

Plaintiffs' requested awards are modest and fair and reasonable to the Settlement Classes. Each requested award is in line with service awards granted in other cases in this District. Cumulatively, the requested total of \$95,000 is only about 3/10th of 1% of the settlement fund. At the final approval hearing, the Court should grant the requested motion in full.

II. BACKGROUND

A. Case Investigation and Initiation (through May 1, 2020)

Darryl Chalmers, an associate fire protection inspector who became the lead plaintiff in the case, contacted Damages Counsel in October 2019 about representing fire protection inspectors in a racial discrimination case against the City. ECF No. 124, ¶ 4; ECF No. 126, ¶ 4. After several conversations, counsel decided to investigate a possible racial discrimination claim based on the differences in pay between fire protection inspectors and associate fire protection inspectors

(together “FPIs”), who were primarily people of color, and building inspectors and associate building inspectors (together “BIs”), who were primarily white. ECF No. 124, ¶ 4.

Over the next few months, Damages Counsel interviewed several FPIs identified by Mr. Chalmers and another FPI, Michael Reardon, both of whom were also officers of Local 2507, the union representing FPIs. *Id.*, ¶¶ 4, 5; ECF No. 126, ¶¶ 4; ECF No. 131, ¶ 4. The lawyers also reviewed numerous documents, some provided by Mr. Chalmers and other FPIs. ECF No. 124, ¶¶ 6-7.

Damages Counsel tentatively decided in early 2020 to proceed with the case and drafted a complaint. During the drafting process, the lawyers were in frequent communication with Mr. Chalmers about allegations for which they needed additional information. *Id.*, ¶ 10. And, at the lawyers’ request, Mr. Chalmers identified several other potential plaintiffs who worked in different functional areas of the Bureau of Fire Prevention with different FPI titles. *Id.*, ¶ 11; ECF No. 126, ¶¶ 5-6. The lawyers interviewed Darren Connors, Glenn Mendez, James Nova, and Fatima Rosemond, who all agreed to serve as plaintiffs despite the risk of retaliation and, along with Mr. Chalmers, continue to serve as Damages Plaintiffs. ECF No. 124, ¶¶ 11-12; ECF No. 126, ¶¶ 6-8; ECF No. 127, ¶¶ 4-5; ECF No. 128, ¶¶ 4-5; ECF No. 129, ¶¶ 4-5; ECF No. 130, ¶¶ 4-5. Although Mr. Reardon was also willing to be a plaintiff, the lawyers decided not to name him. ECF No. 124, ¶ 13; ECF No. 131, ¶ 6.

Class Counsel prepared and filed the Complaint on May 1, 2020. ECF No. 1. The Damages Plaintiffs reviewed and approved a close-to-final draft before it was filed. ECF No. 124, ¶ 16; ECF No. 126, ¶ 9; ECF No. 127, ¶ 6; ECF No. 128, ¶ 6; ECF No. 129, ¶ 6; ECF No. 130, ¶ 6; ECF No. 131, ¶ 7.

B. Oppositions to the City's Motions to Dismiss.

The City filed a motion to dismiss the Complaint, ECF Nos. 25, 26, to test Plaintiffs' ground-breaking legal theories. Class Counsel prepared and filed an opposition. ECF No. 34. The Court issued its decision on the motion on September 16, 2021, granting the City's motion to dismiss the claims of white FPIs but otherwise denying the motion, including the portion of the motion attacking the theory that the City engaged in racial discrimination by paying FPIs less than BIs. ECF No. 63.

Class Counsel decided to ask for leave to file an Amended Complaint and to argue that white employees could state viable associational discrimination claims under the NYCHRL. To develop that associational discrimination argument, Class Counsel interviewed Mr. Connors and three white FPIs identified by Mr. Chalmers. ECF No. 124, ¶ 26; ECF No. 127, ¶ 11. Based on those interviews, the Amended Complaint contained new allegations concerning the working relationships of white FPIs and FPIs who are people of color. ECF No. 64-1, ¶¶ 44, 47, 55-60, 66. The Court granted Plaintiffs' letter motion for leave to file the Amended Complaint, ECF No. 68, and subsequently denied the City's motion to dismiss the claims of the white FPIs on the associational discrimination theory. ECF No. 93.

C. Discovery and Resolution of Discovery-Related Disputes

Class certification discovery began in October 2020 and continued until the close of class certification expert depositions in July 2021. The Damages Plaintiffs had three primary roles in the process. First, in response to document production requests, Damages Plaintiffs produced 13,529 pages of documents to the City. ECF No. 124, ¶ 17. Some of the documents that they produced were the product of Class Counsel's Internet searches but the great majority came from the five individual Plaintiffs, especially Mr. Chalmers. *Id.*; ECF No. 126, ¶ 10; ECF No. 127, ¶ 7;

ECF No. 128, ¶ 7; ECF No. 129, ¶ 7; ECF No. 130, ¶ 7. Second, each Damages Plaintiff answered interrogatories propounded by the City. ECF No. 124, ¶ 17; ECF No. 126, ¶ 11; ECF No. 127, ¶ 8; ECF No. 128, ¶ 8; ECF No. 129, ¶ 8; ECF No. 130, ¶ 8. Finally, the City deposed each of the five individual Damages Plaintiffs. These depositions required substantial time commitments from the Plaintiffs, as Class Counsel typically had two preparatory conferences with each of them, the depositions generally lasted several hours, and the Plaintiffs performed errata sheet reviews afterward. ECF No. 124, ¶ 18; ECF No. 126, ¶ 12; ECF No. 127, ¶ 9; ECF No. 128, ¶ 9; ECF No. 129, ¶ 9; ECF No. 130, ¶ 9.

D. Settlement Negotiations

Beginning in late September 2022, the parties focused on negotiating a settlement, ironing out details, and reducing the settlement to writing. Among other settlement-oriented activities, there were six in-person mediation sessions and scores of video conferences and email exchanges with the mediator and opposing counsel. ECF No. 124, ¶¶ 28-34; ECF No. 125, ¶¶ 7-11. The five Damages Plaintiffs, along with Mr. Riordan and Oren Barzilay, the president of Plaintiff Local 2507, actively participated in the mediation process. Class Counsel, Plaintiffs, Mr. Riordan, and Mr. Barzilay had planning calls and/or email exchanges before most of the mediation sessions and at other important points in the process. Every Plaintiff participated in at least some of the mediation preparation sessions; most participated in all of them. ECF No. 124, ¶ 35; ECF No. 126, ¶¶ 21-22; ECF No. 127, ¶ 16; ECF No. 128, ¶ 15; ECF No. 129, ¶ 15; ECF No. 130, ¶ 15; ECF No. 131. Mr. Chalmers, Ms. Rosemond, and Mr. Reardon participated in all six in-person mediation sessions, all of which lasted about eight hours or more. ECF No. 124, ¶ 35; ECF No. 126, ¶ 21; ECF No. 130, ¶ 15; ECF No. 131, ¶ 12. Mr. Connors missed only one because of illness. ECF No. 124, ¶ 35; ECF No. 126, ¶ 15. Mr. Mendez and Mr. Nova, who were no longer employed

by the City did not attend the sessions but read synopses prepared by Class Counsel and gave feedback. ECF No. 124, ¶ 35; ECF No. 128, ¶¶ 14-15; ECF No. 129, ¶¶ 14-15. They all agreed to the final terms and signed the Stipulation. ECF No. 120-1.

E. Communications with Plaintiffs and Class Members

Between early 2020 and the settlement, Damages Counsel had several group conference calls with the Damages Plaintiffs, Mr. Reardon, and Mr. Barzilay and sent numerous group emails updating them about the case and often seeking input from them. ECF No. 124, ¶¶ 24, 35; ECF No. 126, ¶¶ 15-16; ECF No. 127, ¶¶ 7, 10-11; ECF No. 128, ¶¶ 7, 10-11; ECF No. 129, ¶¶ 7, 10-11; ECF No. 130, ¶¶ 7, 10-11; ECF No. 131, ¶ 8. Class Counsel also communicated with the subset of Mr. Chalmers, Mr. Reardon, and/or Mr. Barzilay on other occasions about matters related particularly to Local 2507. ECF No. 124, ¶ 24; ECF No. 126, ¶ 17; ECF No. 131, ¶ 8.

In addition, Damages Plaintiffs engaged in many communications with Class members about the lawsuit without involving Class Counsel. Class members frequently asked the individual Plaintiffs and Mr. Reardon about developments in the case. Mr. Chalmers and Mr. Reardon fielded multiple questions per week; others had fewer conversations but still they consumed substantial time for them as well. ECF No. 126, ¶¶ 18-19, 23; ECF No. 127, ¶ 13; ECF No. 128, ¶ 12; ECF No. 129, ¶ 12; ECF No. 130, ¶ 12; ECF No. 131, ¶ 10.

F. Intervention of Pay Adjustment Plaintiffs

After the Court's denial of the motion for preliminary approval of the settlement because Damages Plaintiffs could not also represent the Pay Adjustment Class, Local 2507 approached two recent graduates of the Fire Prevention Academy, Branden Bowman and Sebastian Stack, about their possibly representing the Pay Adjustment Class. They readily agreed. ECF No. 166, ¶ 5; ECF No. 167, ¶ 5. Since then, Bowman and Stack had multiple communications with Pay Adjustment

Class Counsel about the settlement negotiations and agreement, ECF No. 166, ¶ 6; ECF No. 167, ¶ 6, just as the Damages Plaintiffs had multiple communications with Damages Counsel about the settlement negotiations and agreement. Lieder Supp. Decl., ¶ 9.

III. ARGUMENT

As this Court had held, “[s]ervice awards are common in class action cases and serve to ‘compensate plaintiffs for the time and effort expended in assisting the prosecution of the litigation, the risks incurred by becoming and continuing as a litigant, and any other burdens sustained by the plaintiff[s].’” *Flores v Anjost Corp.*, No. 11 Civ. 1531 AT, 2014 WL 321831, at *10 (S.D.N.Y. Jan. 29, 2014) (quoting *Yuzary v HSBC Bank USA, N.A.*, No. 12 Civ. 3693 PGG, 2013 WL 5492998, at *12 (S.D.N.Y. Oct. 2, 2013)); accord *Massiah v. MetroPlus Health Plan, Inc.*, No. 11 Civ. 5669, 2012 WL 5874655, at *8 (E.D.N.Y. Nov. 20, 2012).

The awards sought for the individual Plaintiffs (\$20,000 for lead plaintiff Darryl Chalmers, \$15,000 for each of the four other individual Damages Plaintiffs, and \$2,500 apiece for the two Pay Adjustment Plaintiffs) and one additional class member (\$10,000 for Michael Reardon) are fully justified by their time, effort, and risk associated with the litigation. Each of the Damages Plaintiffs spent hours being interviewed by Damages Counsel before the litigation began, reviewing the complaint and amended complaint for accuracy and completeness, providing information with which to answer the City’s interrogatories, producing documents responsive to the City’s requests, preparing for and attending their depositions and then reviewing the transcripts for errata, assisting counsel in formulating strategy, working with counsel to prepare declarations in support of class certification, answering questions from class members about the progress of the case, participating in multiple mediation sessions, and participating in numerous conference and

individual calls to discuss terms of the potential settlement that would be beneficial for the Settlement Classes.

An extra \$5,000 is sought for Mr. Chalmers because he, among other things, initially reached out to counsel and provided the information that led counsel to focus on the theory of the case, identified and reached out to the other four Damages Plaintiffs to determine their willingness to serve as Plaintiffs, produced many documents that related to FPIs generally rather than only to himself, and far more frequently than the other Damages Plaintiffs reached out to counsel with ideas about how to litigate the case. He estimates that he devoted over 500 hours to this case. ECF No. 126, ¶ 24. The other four Damages Plaintiffs estimate that they spent at least 100 to 250 hours on the litigation. ECF No. 127, ¶ 18; ECF No. 128, ¶ 16; ECF No. 129, ¶ 16; ECF No. 130, ¶ 17.

The two Pay Adjustment Plaintiffs seek smaller awards because they did not go through the discovery process or the demands of the settlement negotiations throughout late 2022 and the first seven months of 2023. But they did spend significant time reviewing documents concerning the case and communicating with Pay Adjustment Class Counsel and have incurred the risks that any employee faces in suing their employer.

Plaintiffs also request a \$10,000 award for Mr. Reardon. He was heavily involved along with Mr. Chalmers in organizing the lawsuit. ECF No. 124, ¶ 4; ECF No. 126, ¶ 4; ECF No. 131, ¶¶ 4-5. Class Counsel decided not to use him as a plaintiff and hence he was not involved in discovery like the five individual Plaintiffs but he was involved in all the strategy conferences throughout the litigation. ECF No. 124, ¶ 24; ECF No. 131, ¶¶ 6-9. He participated in all the in-person mediation sessions and all the discussions about the settlement terms. ECF No. 124, ¶ 35; ECF No. 131, ¶¶ 11-12. Finally, he spent many hours discussing the case with FPIs. ECF No. 131, ¶¶ 10-13.

In addition to their time commitments, each Plaintiff has undertaken financial and/or reputational risks since the action was filed and the FDNY became aware that they were named Plaintiffs. Indeed, Mr. Chalmers had suffered retaliation from FDNY after filing a lawsuit about twenty years ago. ECF No. 126, ¶ 7. Before the litigation began, Mr. Chalmers talked with several FPIs who were unwilling to serve as Plaintiffs because of the perceived risk of retaliation. *Id.*, ¶ 6. The Plaintiffs, by contrast, were willing, in the words of Ms. Rosemond, to “put myself on the line for my fellow coworkers.” Lieder Supp. Decl., Ex. E, at 77:17-23. And the Pay Adjustment Plaintiffs were still probationary when they agreed to represent the Pay Adjustment Class, which enhanced the possibility of retaliation.

The \$20,000 and \$15,000 awards sought by the five Damages Plaintiffs are similar in amount to those in other employment class action cases in this Circuit and District in which awardees invested substantial time and effort. *See, e.g., Knox v John Varvatos Enterprises Inc.*, 520 F. Supp. 3d 331, 349-50 (S.D.N.Y. 2021) (\$20,000 service award), *aff'd sub nom. Chaparro v John Varvatos Enterprises, Inc.*, 21-446-CV, 2021 WL 5121140 (2d Cir. Nov. 4, 2021); *Manley v. Midan Rest. Inc.*, 2017 WL 1155916, at *13 (S.D.N.Y. Mar. 27, 2017) (\$15,000 service award for plaintiff who “assisted counsel’s investigation and prosecution of the claims by providing factual information, producing documents, reviewing defendants’ document production, appearing for all depositions, responding to defendants’ discovery requests, assisting with preparation for the mediation and attending the mediation”); *Karic v. Major Auto. Companies, Inc.*, 2016 WL 1745037, at *8 (E.D.N.Y. Apr. 27, 2016) (service awards of \$20,000 each for named plaintiffs who “contributed significant time and effort to the case,” including appearing for depositions); *Willix v. Healthfirst, Inc.*, 2011 WL 754862, at *7 (E.D.N.Y. Feb. 18, 2011) (service awards of \$30,000, \$15,000, and \$7,500 for plaintiffs); *Torres v. Gristede’s Operating Corp.*, 2010 WL

5507892, at *7 (S.D.N.Y. Dec. 21, 2010) (service award of \$15,000 to each named plaintiff). Indeed, this Court awarded larger service awards, \$25,000 apiece, in one wage-and-hour class action case. *Flores*, 2014 U.S. Dist. LEXIS 11026, at *27.

While the requested awards to the Damages Plaintiffs and class members conform to those in other employment class actions, the awards are very conservative in comparison to the size of the settlement fund created. The table below shows, for this case and the six cases cited above, the total amount of service awards (requested in this case; awarded in the other cases), the amount of the settlement fund, and the percentage of the settlement fund represented by the service awards. Plaintiffs' requested awards in this case, which total only .3% of the settlement fund, are only half of the next smallest percentage of the fund. In four of the six comparator cases, the total service awards were more than five times larger, measured by percentage of the settlement fund.

Case	Total Service Awards	Settlement Fund	Percentage
This case	\$95,000	\$29,200,000	.3%
<i>Flores</i>	\$125,000	\$1,050,000	11.9%
<i>Knox</i>	\$20,000	\$3,516,051	.6%
<i>Manley</i>	\$15,000	\$912,500	1.6%
<i>Karic</i>	\$140,000	\$5,500,000	2.5%
<i>Willix</i>	\$52,500	\$7,675,000	.7%
<i>Torres</i>	\$225,000	\$3,530,000	6.4%

The requested service award for Mr. Reardon also aligns with that accorded in other cases to class members who devote substantial time and energy to assisting in the prosecution of the case. *See, e.g., Amara v. CIGNA Corp.*, No. 3:01-CV-2361 (JBA), 2018 U.S. Dist. LEXIS 202717, at *10-11 (D. Conn. Nov. 29, 2018) (approving service awards of \$15,000 apiece to five class members who testified at trial and \$5,000 apiece to three class members who were deposed); *Bellifemine v. Sanofi-Aventis U.S. LLC*, No. 07 Civ. 2207 (JGK), 2010 U.S. Dist. LEXIS 79679 at *21 (S.D.N.Y. Aug. 5, 2010) (approving service awards ranging from \$60,000 to \$25,000 to four class members).

Finally, the \$2,500 service awards for the Pay Adjustment Plaintiffs are in line with service awards in many other cases that settle before plaintiffs must devote extensive time and effort to the litigation. *See, e.g., In re Libor-Based Fin. Instruments Antitrust Litig.*, Master File No. 1:11-md-2262-NRB ECF Case, 2023 U.S. Dist. LEXIS 53229, at *51 (S.D.N.Y. Mar. 28, 2023); (approving \$2,500 service awards to plaintiffs); *Torretto v. Donnelley Fin. Sols., Inc.*, No. 1:20-cv-02667-GHW, 2023 U.S. Dist. LEXIS 5440, at *15 (S.D.N.Y. Jan. 5, 2023) (same); *Babcock v. C. Tech Collections, Inc.*, No. 1:14-CV-3124 (MDG), 2017 U.S. Dist. LEXIS 44548, at *22 (E.D.N.Y. Mar. 27, 2017) (granting \$2,500 service award when “there has been no showing that plaintiffs bore any risk in prosecuting this action, incurred out-of-pocket expenses or devoted a significant amount of time on tasks related to this litigation”); *Romero v. v. La Revise Assocs., L.L.C.*, 58 F. Supp. 3d 411, 422 (S.D.N.Y. 2014) (granting \$5,000 service award to named plaintiff who was not deposed nor in attendance for mediation or court proceedings). In granting the service award of \$5,000 in *Romero*, the court reasoned that, despite the plaintiff’s limited involvement, “we have no doubt that his assistance to class counsel was useful, and for this and his willingness to accept what risks are attendant with being a named plaintiff, we believe he should receive some service award.” *Romero*, 58 F. Supp. 3d at 422. The same reasoning applies here.

Regardless of how they are measured, Plaintiffs’ service award requests are fair and reasonable to the class members; indeed, if anything, they are conservative. At the final hearing, the Court should approve the requests.

IV. CONCLUSION

For the reasons set forth above, Plaintiffs respectfully request that after considering any objections and comments from class members and any reply from Plaintiffs to those objections and comments, the Court at the final fairness hearing approve the requested service awards.

Dated: Washington, DC
July 26, 2024

/s/ Michael D. Lieder

Cyrus Mehri
Michael Lieder
Mehri & Skalet, PLLC
2000 K Street NW, Suite 325
Washington, DC 20006
Tel: (202) 822-5100

Robert J. Valli, Jr.
Sara Wyn Kane
Matthew L. Berman
Valli Kane & Vagnini LLP
600 Old Country Road, Suite 519
Garden City, New York 11530
Tel: 516-203-7180

*Attorneys for Damages Plaintiffs and
Proposed Damages Class*

Walter Meginniss
Jessica Harris
Max Utzschneider
Gladstein, Reif & Meginniss LLP
39 Broadway, Suite 2430
New York, NY 10006
Tel: (212) 228-7727

*Attorneys for Pay Adjustment Plaintiffs and
the Proposed Pay Adjustment Class*