

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

IN RE LONDON SILVER FIXING, LTD.
ANTITRUST LITIGATION

14-MD-02573-VEC
14-MC-02573-VEC

This Document Relates to:

The Honorable Valerie E. Caproni

ALL ACTIONS

I, Linda P. Nussbaum, pursuant to 28 U.S.C. § 1746, hereby declares as follows:

1. I am the managing partner of Nussbaum Law Group, P.C. (“NLG”) and a member of the Bar of this Court. I respectfully submit this declaration in support of Interim Co-Lead Class Counsel’s Motion for Award of Attorneys’ Fees and Reimbursement of Litigation Expenses in connection with services rendered in the above-captioned action (“Action”).

2. The statements herein are true to the best of my personal knowledge, information and belief based on the books and records of my firm and information received from its attorneys and staff. NLG's time and expense records are regularly prepared and maintained by the firm in the ordinary course of business.

3. I was originally a co-lead counsel in this action while a partner at Grant & Eisenhofer, P.A., and, subsequent to my leaving that firm and founding NLG, NLG has served as additional Plaintiffs’ counsel for the putative class in this Action. My firm, along with Adam Frankel of Greenwich Legal Services, is counsel for Kevin Maher who serves as a Representative Plaintiff in this Action. I am the partner who oversaw my firm’s involvement in the Action. NLG’s time and expense records (including, where necessary, backup documentation) have been reviewed to confirm both the accuracy of the entries as well as the necessity for and reasonableness of the time and expenses expended in this litigation. As a result of this review, certain reductions were made to both time and expenses either in the exercise of billing judgment or to conform to directions from Interim Co-Lead Counsel, or my firm’s practice. As a result of this review and related reductions, the time reflected in NLG’s lodestar calculation and the expenses for which payment is sought are reasonable in amount and were necessary to prosecute the Action and resolve the settlement before the Court. In addition, these expenses are often charged by NLG to its fee-paying clients.

4. NLG and Greenwich Legal jointly represent Kevin Maher, and, consistent the Rules of Professional Conduct (22 N.Y.C.R.R. § 1200.0) Rule 1.5(g), their joint representation agreement, which was executed by Mr. Maher, provides that NLG will pay Greenwich Legal up to 10% of

NLG's share of any Court-awarded attorneys' fees. This fee sharing agreement does not impact the amount of attorneys' fees to be sought or limit the benefits arising to the Settlement Class from the Settlement.

5. During the course of this litigation, and as detailed herein, NLG worked on assignments that it was specifically directed to perform by Interim Co-Lead Class Counsel Lowey Dannenberg, P.C. and Grant & Eisenhofer P.A. ("Interim Co-Lead Class Counsel").

6. Set forth below in ¶ 7 are the lodestar value of the attorneys and professional staff of NLG from the firm's first participation in the case to October 31, 2020. The schedule in ¶ 7 was prepared based upon daily time records maintained by attorneys and professional support staff at NLG, and the lodestar calculations are based on the firm's current hourly billing rates. In addition to being kept daily, the schedule is prepared and maintained by the firm in the ordinary course of business.

7. The services NLG performed on behalf of the putative class include assignments that it was specifically directed to perform by Interim Co-Lead Class Counsel. These assignments included:

- Working with Kevin Maher, a representative plaintiff in the action;
- participating in post settlement cooperation and discovery;
- researching and drafting memoranda regarding evidentiary use of criminal proceedings and government agency proceedings relating to underlying litigation;
- drafting research memoranda regarding discovery issues, evidentiary issues and conspiracy issues;
- drafting deposition kits including outlines and document analysis for numerous proposed deponents;
- drafting portions of briefs in conjunction with lead counsel;
- document discovery including review, coding, outlines, timelines and analysis;

- participating in various discovery meet and confers; and
- researching and drafting memoranda regarding privilege issues.

A breakdown of NLG's house by month is attached as Exhibit A.

8. NLG's total fee compensable time for which it seeks an award of attorneys' fees is summarized below.

Attorneys	Role	Rates	Hours from inception to 10/31/2020	Lodestar from inception to 10/31/2020
Linda P. Nussbaum	Partner	\$995	382.8	\$380,886.00
Bart D. Cohen	Partner	\$925	399.4	\$369,445.00
Bradley J. Demuth	Partner	\$850	29.8	\$25,330.00
Hugh D. Sandler	Partner	\$825	525.7	\$433,702.50
Susan R. Schwaiger	Partner/Of Counsel	\$800	493.3	\$394,640.00
Peter Moran	Senior Associate	\$750	148.0	\$110,000.00
Fred T. Isquith	Of counsel	\$750	182.9	\$137,175.00
Brett Leopold	Associate	\$525	1,224.1	\$642,652.50
Marc Foto	Associate	\$525	16.5	\$8,662.50
James Perelman	Associate	\$475	123.6	\$58,710.00
Hoyoung Yang	Associate	\$450	313.0	\$140,850.00
Zachary Shutran	Law Clerk	\$350	15.1	\$5,285.00
NLG ATTORNEY TOTAL			3,854.2	\$2,707,380.50

NLG Contract Attorneys

Jamie Mogil (review time)	Contract Attorney	\$250	167	\$41,750.00
Jamie Mogil (non-review time)	Contract Attorney	\$350	33.5	\$11,725.00
Julia Kim	Contract Attorney	\$250	406.00	\$101,500.00
Jennifer Hirsh	Contract Attorney	\$250	252.9	\$63,225.00
Joshua Alpert	Contract Attorney	\$250	151.80	\$37,950.00
Daniel M. Trieff	Contract Attorney	\$250	375.90	\$93,975.00
Michael Spyropoulos	Contract Attorney	\$250	49.50	\$12,375.00

Brigetta Spiers	Contract Attorney	\$250	204.00	\$51,000.00
Andrew Possick	Contract Attorney	\$250	129.20	\$32,300.00
Todd Kurlan	Contract Attorney	\$250	99.90	\$24,975.00
Tamara Pilblad	Contract Attorney	\$250	92.60	\$23,150.00
CONTRACT ATTORNEY TOTALS			1,962.3	\$493,925.00

NLG TOTAL			5,816.5	\$3,201,263.50
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9. Thus, the total time for which my firm is requesting an award of legal fees is 5,816.5 hours. The total lodestar value of NLG's professional services is \$3,201,263.50.

10. The above hourly rates for NLG's attorneys and professional support staff are the firm's current hourly rates. The hourly rates for attorneys and professional support staff in my firm are the same as the regular rates charged for their services in contingent and non-contingent fee matters. All time for timekeepers with less than 15 hours were excluded. For personnel no longer employed by NLG, the lodestar calculation is based on the billing rates for such personnel in his or her final year of employment. Time spent preparing the fee and expense application was also excluded.

11. The firm's lodestar figures do not include charges for expense items. Expense items are billed separately and such charges are not duplicated in the firm's current billing rates. Further, expense items do not contain any general overhead costs and do not contain a surcharge over the amount paid to the corresponding vendor(s).

12. As detailed and categorized in the below schedule, NLG has incurred a total of \$3,085.58 in expenses from inception through October 31, 2020 for which seeks to be reimbursed from the Settlement Fund. This total does not include the contribution NLG made to the litigation fund established by Co-Lead Counsel to fund various litigation expenses.

Expense Categories	Cumulative Expenses
Research	\$2,353.30
In-house printing (\$.10/print)	\$306.10
Long distance and conference phones	\$294.00
Travel	\$132.18
TOTAL	\$3,085.58

13. The above schedule was prepared based upon expense records reflected in the books and records of N.I.G. These books and records are prepared from expense vouchers, check records, receipts and other source materials.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 20, 2021

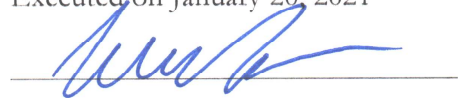


EXHIBIT A

Hours by Month	
<u>Month</u>	<u>Hours</u>
January 2014	0.0
February 2014	0.0
March 2014	0.0
April 2014	0.0
May 2014	0.0
June 2014	0.0
July 2014	0.0
August 2014	0.0
September 2014	0.0
October 2014	0.0
November 2014	0.0
December 2014	0.0
January 2015	0.0
February 2015	0.0
March 2015	0.0
April 2015	0.0
May 2015	26.9
June 2015	124.5
July 2015	48.7
August 2015	0.5
September 2015	24.9
October 2015	0.0
November 2015	2.2
December 2015	9.1
January 2016	9.9
February 2016	72.4
March 2016	106.9
April 2016	136.3
May 2016	0.9
June 2016	89.5
July 2016	20.7
August 2016	302.1
September 2016	225.6
October 2016	360.3
November 2016	204.2
December 2016	43.3
January 2017	150.2
February 2017	383.5
March 2017	0.7
April 2017	20.4
May 2017	0.0
June 2017	6.6
July 2017	0.0

Hours by Month	
<u>Month</u>	<u>Hours</u>
August 2017	1.4
September 2017	39.4
October 2017	33.5
November 2017	26.6
December 2017	0.7
January 2018	2.9
February 2018	2.8
March 2018	0.4
April 2018	0.0
May 2018	61.3
June 2018	22.0
July 2018	5.2
August 2018	60.7
September 2018	27.3
October 2018	30.6
November 2018	94.7
December 2018	8.6
January 2019	167.2
February 2019	81.2
March 2019	6.9
April 2019	514.8
May 2019	670.3
June 2019	0.5
July 2019	22.5
August 2019	0.0
September 2019	1.2
October 2019	0.0
November 2019	41.6
December 2019	46.0
January 2020	151.8
February 2020	179.3
March 2020	305.4
April 2020	232.4
May 2020	79.6
June 2020	44.4
July 2020	70.4
August 2020	113.1
September 2020	112.5
October 2020	187.0