

## **DECLARATION OF DREW LEGANDO**

Under penalty of perjury, I, Drew Legando, do declare that the following is true and correct:

1. I am an attorney licensed by the state of Ohio. I am a member of the bar of the Supreme Court of Ohio and the courts of the State of Ohio; the Northern District of Ohio; the Southern District of Ohio; and the Sixth Circuit Court of Appeals.

2. I am one of Settlement Class Counsel and I have served as lead counsel for Plaintiffs in the Visionworks litigation. As such, I have personal knowledge of the efforts of all counsel in prosecuting these actions. Jack Landskroner, Tom Merriman, Ed Jerse, and I are attorneys in the law firm Landskroner Grieco Merriman, LLC (“LGM”). We co-counseled the Visionworks litigation with attorney Mark Schlachet, an experienced consumer class action litigator, and Doug Werman and Maureen Salas of the Illinois law firm Werman Salas P.C. (“WS”), also experienced complex class action lawyers.

3. Early in the litigation, I drafted a letter to members of the potential class which invited them to provide information relevant to our investigation of the class claims at issue, and which we anticipated would support class certification. After protracted litigation regarding the sending of the letter, the letter was finally approved and sent to a sample of the class list. The response was substantial and LGM’s paralegal and secretarial staff spent substantial time and effort fielding responses from class members. And I oversaw staff in the preparation of the declarations for class members to submit in support of class certification. We had begun gathering such declarations and had amassed several dozen signed declarations. I anticipate that, had the process continued, we would have had well over one hundred declarations to submit with a class certification motion.

4. Shortly after the Sixth Circuit’s decision on the interlocutory review of the district court’s remand order, I was contacted by Cheryl Lenart, an Illinois consumer. Ms. Lenart retained me and my co-counsel and we filed and litigated her action in Illinois.

5. After the parties reached the essential terms of the global class-wide settlement during the settlement conference conducted by the Court, the parties reduced those terms to writing and began negotiating the details of the settlement, including the form and plan for distribution of notice and claims. Only then did the parties engage in arms-length negotiations regarding the amount of the reasonable attorney's fee to be paid. The parties negotiated on at least three separate occasions and exchanged various proposals by email before reaching an agreement on the terms of the fee.

6. Settlement Class Counsel solicited bids from various claims administrators, which we presented to Visionworks; the parties mutually agreed on KCC to serve as Claims Administrator. KCC mailed 87,274 notice/claims forms to individual class members. Each Friday since the notices were sent, KCC has provided Class Counsel (and Visionworks) a Weekly Report which details the number of claims, opt-out notices, and objections filed. As of March 31, 2017, there have been 12,418 claims filed; 45 opt-outs filed; and 0 objections filed.

7. As of March 31, 2017, KCC reports expenses of \$52,301.25 associated with the Claims Administration to date, and estimates that the total costs of such administration will be \$126,359.61 to fully process all terms of the settlement.

8. Class Counsel undertook this litigation strictly on a contingency-fee basis, including expenses. LGM's accounting department prepared the chart in the Fee Motion detailing the expenses, and I personally reviewed the same for accuracy and relevance.

9. All of Settlement Class Counsel's time was spend advancing the interests of the entire class, and not primarily the benefit of one plaintiff. And only a *de minimis* amount of time was spend in review of the work of another attorney; any review of another's attorney's drafting entailed substantive edits that improved the ultimate work product. Class Counsel endeavored not to duplicate efforts, and I personally drafted and edited the vast majority of the work product in this case. LGM used time-keeping software called "Timeslips" to document hours logged in this case, and we have reviewed our time-keeping records on two occasions to audit their

accuracy. WS and Mr. Schlachet also reported their time based on standard time-keeping systems. Furthermore, the rates used by Settlement Class Counsel are those used for other cases.

10. I personally reviewed the time-keeping records of each of the attorneys and staff members involved in this case. Having assigned virtually all of the work in this case, I am familiar with the tasks carried out by Class Counsel and the time spent on each. Detailed time-keeping records are available upon request for *in camera* review. They are summarized here as follows:

<b>Time-Keeper</b>	<b>Rate</b>	<b>Hours</b>	<b>Lodestar</b>
Jack Landskroner	\$595	170	\$101,150
Doug Werman	\$600	10	\$6,000
Mark Schlachet	\$500	101.5	\$50,750
Edward Jerse	\$495	35	\$17,325
Tom Merriman	\$495	105	\$51,975
Drew Legando	\$450	545	\$245,250
Maureen Salas	\$500	1.5	\$750
Paralegals	\$200	13.7	\$2,740
Staff	\$150	139.75	\$20,963
		<b>1,121.45</b>	<b>\$496,903</b>

11. I reasonably estimate that Class Counsel will incur an additional \$50,000 to \$75,000 in lodestar fielding inquiries from class members, working with the claim administrator, overseeing the distribution of the settlement funds to class members, moving for final approval of the settlement, and preparing for and appearing at the hearing, and responding to any potential objections to the settlement.

s/ Drew Legando

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Drew Legando

March 31, 2017