

Judgment,⁶ his firm decided to send each plaintiff only 75% of the damages awarded and to retain the balance for payment of fees, which had not yet been determined. See 9/15/2017 letter (DE 232) at 3. He said his firm did so, because of concern that any fees awarded might not be collectible once judgment was entered and because the retainer agreement with the Plaintiff provided for fees of the greater of "(a) one-third of the recovery or (b) monies designated by the Court as attorneys' fees..." Id. at 3-4. This Court has confirmed that the amount sent to each plaintiff in 2013, as set forth in column D of Appendix B, indeed equals 75% of the amounts awarded to each plaintiff. However, the aggregate amount distributed (\$440,933.83) was only 70% of the 2012 Judgment of \$633,851.76, since checks to 14 of the plaintiffs either were returned or were not sent to plaintiffs whom Levy Davis could not locate. See DE 232 at 2 (noting that Levy Davis had not been able to locate several plaintiffs); 237 at 4, 5 (noting that checks mailed to Martha Ogunjana in 2012 and to Sulaiman Ali-El in 2014 had been returned by the Post Office).

After the Court entered the second judgment on October 22, 2013 awarding increased or new damages to certain plaintiffs and attorneys' fees and costs, Levy Davis issued a check to itself on October 25, 2013 for \$130,214.46 for fees and costs, leaving an escrow balance of \$62,703.47. See Appendix A, lns. 5, 6.

⁶ Mr. Bernstein incorrectly stated in his letter that the judgment entered in 2012 was for \$619,071. DE 232 at 3. That amount was the judgment for the plaintiffs other than Claudia Gayle, who was awarded damages of \$14,780 in 2010. That damage award was included in the 2012 judgment.