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13
14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA
16 SAN FRANCISCO DIVISION

17 MICHAEL ALLAGAS, ARTHUR RAY and
18 BRETT MOHRMAN, and BRIAN
19 DICKSON, on behalf of
themselves and all others similarly situated,

20 Plaintiffs,

21 v.

22 BP SOLAR INTERNATIONAL, INC.,
23 HOME DEPOT U.S.A., INC. and
DOES 1-10, inclusive,

24 Defendants.

Case No. 3:14-cv-00560-SI (EDL)

**PLAINTIFFS' NOTICE OF
UNOPPOSED MOTION AND MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Judge: Hon. Susan Illston
Date: December 22, 2016
Time: 3:00 p.m.
Crtm: 1

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1 **NOTICE OF MOTION AND MOTION**

2 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

3 PLEASE TAKE NOTICE that on December 22, 2016 at 3:00 p.m., before the Honorable
4 Susan Illston, in the above-entitled Court, individual and representative plaintiffs Michael
5 Allagas, Arthur Ray, Brett Mohrman, and Brian Dickson (“Plaintiffs”) will move and hereby do
6 move the Court, pursuant to Federal Rule of Civil Procedure 23, for an order granting final
7 approval of the Settlement Agreement, and for other related relief.

8 **STATEMENT OF ISSUES TO BE DECIDED**

9 By this unopposed motion, Plaintiffs move the Court for an Order:

- 10 1. Granting final approval of the Settlement in this action pursuant to Federal Rule of
11 Civil Procedure 23(e)¹; and
12 2. Confirming its certification of a Settlement Class pursuant to Federal Rules of
13 Civil Procedure 23(a) and 23(b)(3).

14 This Motion is based on the accompanying Memorandum of Points and Authorities,
15 Declarations of Robert J. Nelson, David M. Birka-White, Jennifer M. Keough, Jeanne C. Finegan,
16 and all exhibits thereto, Class Counsel’s contemporaneously filed motion for named plaintiff
17 service awards, attorneys’ fees, and costs, Plaintiffs’ forthcoming responses to objections, any
18 papers filed in reply of the aforementioned, the arguments of counsel, and all papers and records
19 on file in this matter.

20 Dated: November 3, 2016

Respectfully submitted,

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22 By: s/Robert J. Nelson

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28 ¹ A copy of the executed revised Settlement Agreement (the “Settlement” or “Agreement”) was
filed on the Court’s docket on September 1, 2016. Dkt. 179-1.

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MEMORANDUM OF POINTS AND AUTHORITIES**I. INTRODUCTION**

Plaintiffs respectfully move the Court for final approval of a proposed Settlement that resolves claims of allegedly defective solar panels marketed and sold by Defendants BP Solar and Home Depot. The Settlement has been well received in the two months since the Court granted preliminary approval and ordered commencement of the notice plan; the ICA has received at least 627 claim forms to date. With each claim worth thousands of dollars, these claims could represent millions of dollars of relief already sought through the Settlement – a fast start given that the claims period could last three more years for the lower failure rate models, and well beyond that for the higher failure rate ones. Furthermore, there have been no objections or opt-outs by Class Members to date. Class Counsel will update these figures in their reply brief, but the Class’s response so far strongly favors final approval.

The Settlement was reached after extensive litigation and strenuous negotiations, and provides significant and substantial relief valued at more than \$67 million. Settlement Class Members with certain higher failure rate modules will be eligible for complete replacement of their solar panels, whether or not they have actually failed. All other Settlement Class Members will have any failed panels replaced and will receive a new inverter with advanced safety technology (purchased and installed for free), and will be eligible for full replacement of all their solar panels if over 20 percent have failed. Owners of large, non-residential systems will be entitled to a mediated commercial negotiation with BP, and if they are unsatisfied with any proposed compromise arising out of those mediations, are free to opt-out of the Settlement notwithstanding the opt-out deadline. Importantly, this Settlement, if approved, would effectively eliminate the fire danger associated with these panels – either the allegedly faulty panels are removed or a state-of-the art inverter is installed. In sum, the Settlement achieves the key goals of the litigation.

The Notice Program approved by the Court caused notice of the Settlement to be disseminated widely. Notice was disseminated using a range of diverse techniques designed to ensure maximally effective communication of the Settlement to all Class Members, including

1 direct First Class U.S. Mail and email to all identifiable, potential Class Members; mailed notices
2 to solar panel industry participants, such as trade groups, distributors, sellers, and installers;
3 extensive print, digital, and social media campaigns; and a comprehensive website and a toll-free
4 telephone number.

5 The Settlement eliminates all the uncertainty and risk in this complex class action matter,
6 extends relief to a nationwide class, and provides that meaningful relief now, rather than the mere
7 hope of relief many years in the future. Accordingly, Plaintiffs respectfully request that the Court
8 grant final settlement approval to this valuable Settlement. It is fair, reasonable, and adequate,
9 and in the very best interest of the Class.

10 **II. BACKGROUND AND HISTORY**

11 **A. Procedural History**

12 On January 9, 2014, Plaintiffs Michael Allagas, Arthur Ray, and Brett Mohrman filed a
13 Class Action Complaint on behalf of California purchasers of certain models of BP solar panels
14 produced between 2001-2010. Dkt. 1-2 at ¶ 1. Plaintiffs alleged that these BP solar panels were
15 substantially certain to fail within their warranted lives due to an inherent defect in the junction
16 box, the small casing on the back of the panel where soldered output cable connections are
17 housed. The failing solder joints can overheat and cause panel failure, and, Plaintiffs contend,
18 pose a potential fire risk. Plaintiffs also contend that despite knowing of this propensity for
19 failure, BP promised purchasers reliable, defect-free panels that would save them money by
20 providing uninterrupted electricity for 25 years. Plaintiffs brought claims against Defendants BP
21 and Home Depot under the Consumer Legal Remedies Act, Cal Civ. Code §§ 1750 *et seq.*, the
22 California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, the Song-Beverly
23 Act, California express and implied warranty, and the Magnusson Moss Warranty Act. Dkt. 1-2.

24 After removing the case to this Court (Dkt. 9), Defendants moved to strike the class
25 allegations and dismiss the Complaint. Dkts. 14, 15. Plaintiffs opposed these motions. Dkt. 17,
26 18. On April 21, 2014, the Court dismissed certain of Plaintiffs' express warranty, implied
27 warranty, and state law claims, granting leave to amend, and denied Defendants' motion to strike.
28 On May 23, 2014, Plaintiffs filed their First Amended Complaint. Dkt. 36. Defendants again

1 moved to dismiss the claims and strike the class allegations. Dkt. 37. The Court denied the
2 motions in a September 8, 2014 Order. Dkt. 46. On June 17, 2015, Plaintiffs filed their Second
3 Amended Complaint, amending the proposed class definition based on information revealed in
4 discovery. Dkt. 84. The amended class definition included California purchasers of BP solar
5 panels manufactured from 2001-2007 that incorporated the S-type junction box. *Id.*

6 On January 8, 2016, Plaintiffs moved for class certification, filing a detailed
7 Memorandum of Points and Authorities, accompanied by numerous declarations and 93 exhibits.
8 Dkts. 148, 149. Defendants filed an opposition, to which Plaintiffs replied. Dkt. 157, 160.
9 Defendants also moved to strike the opinions of four of Plaintiffs' experts. Dkt. 158. Plaintiffs
10 filed their opposition to the motion to strike on February 29, 2016. Dkt. 161.

11 **B. Discovery**

12 The parties engaged in extensive, contentious discovery until the proposed Settlement was
13 reached. Nelson Decl., ¶¶ 11-12; Birka-White Decl., ¶ 12-17, 18-22.

14 On September 19, 2014, eleven days after the Court denied Defendants' motion to dismiss
15 and strike the class allegations from the FAC, Plaintiffs began document discovery, requesting,
16 for example: warranty documents, product representations, product advisories, customer claims
17 relating to the solar panels, databases in which these claims were stored and any descriptions
18 thereof, and documents relating to Defendants' investigation of its allegedly defective junction
19 box and any related testing. After months of meet and confer efforts, Plaintiffs moved to compel
20 responses from Defendants on January 26, 2015. Dkt. 56. Plaintiffs went on to serve seven
21 additional sets of RFPs, spanning 176 individual requests for documents and a request to inspect
22 returned solar panels, and involving topics such as the design of and technical specifications for
23 BP junction boxes, BP solar panel sales figures, Defendants' warranty claim data, and BP's
24 agreements with third-party marketers, retailers, and distributors. Nelson Decl., ¶ 11. Plaintiffs
25 also filed three additional motions to compel on topics including electronically stored information
26 (ESI), BP international warranty data, soldering instructions, and privilege logs. Dkts. 95, 100,
27 and 125. The parties held frequent teleconferences concerning contested discovery matters, often
28 avoiding motion practice only through last-minute compromise. Birka-White Decl., ¶ 17.

1 Ultimately, BP and Home Depot made 45 separate rolling document productions, totaling over
2 580,000 pages, or 182,780 documents, plus 11,718 documents produced in native format,
3 including complex, multi-tabbed spreadsheets and other multipage documents. Nelson Decl., ¶
4 11; Birka-White Decl., ¶ 13.

5 Plaintiffs served 25 interrogatories on BP (in four separate sets) and 6 interrogatories on
6 Home Depot. The interrogatories covered a variety of critical topics, including sales of Class
7 Panels in California and the United States, junction box design and design changes, and BP's and
8 Home Depot's handling of customer complaints and warranty claims. Birka-White Decl., ¶ 14.
9 Plaintiffs also took eight fact depositions of BP and Home Depot employees, including corporate
10 representatives from each Defendant, BP engineers responsible for the design of the panels and
11 investigation into the alleged defect, and BP employees responsible for warranty claims. Birka-
12 White Decl., ¶ 15.

13 Plaintiffs, for their part, responded to over 20 defense interrogatories—the vast majority
14 of which were contention interrogatories calling for in-depth document review and meticulous,
15 exhaustive responses—and 77 requests for production of documents. Nelson Decl., ¶ 11. In
16 response to Defendants' RFPs, Plaintiffs produced thousands of pages of documents. Birka-
17 White Decl., ¶ 16-17. The early contention interrogatories, meanwhile, were served before
18 Plaintiffs had an opportunity to review BP's document production; this triggered an acrimonious
19 discovery battle resulting in weeks of exchanges and, eventually, motion practice and a ruling
20 from the Court. Plaintiffs responded to certain of these interrogatories twice—each time
21 reviewing and categorizing responsive documents. Finally, Plaintiffs' private residences were
22 inspected by Defendants and their experts, and Plaintiffs sat for depositions—in some cases over
23 multiple days. Birka-White Decl., ¶¶ 39-41, 51-59.

24 C. Expert Discovery

25 Expert class discovery in this case was particularly robust and overlapped significantly
26 with merits discovery. Plaintiffs disclosed eight experts and one rebuttal expert. They included
27 preeminent experts in solder design and fatigue, solar panel failure investigations, solar panel
28 design and manufacture, fire safety, damages, and statistics. Birka-White Decl., ¶ 13. Plaintiffs'

1 eight expert witnesses prepared 12 reports based on their respective analyses of thousands of
2 pages of photographs, infrared images, x-rays and other advanced imaging, warranty database
3 records, internal BP documents (including design schematics and internal analyses), sample
4 modules, fire safety materials, relevant academic literature, an on-site inspection of 1,200
5 installed Class Panels, and inspection of hundreds of removed Class Panels at a storage site in
6 Oregon. *See, e.g.*, Dkt. 161 (Plaintiffs' Opp. to Mot. to Strike) at 1, 4; Nelson Decl., ¶ 11.
7 Defendants, meanwhile, served three expert reports and three rebuttal reports covering many of
8 the same topics, including solar panel design and manufacture, solder joint design and fatigue,
9 fire safety, damages, and statistical analysis of BP's warranty claims data. Birka-White Decl., ¶
10 20.

11 The parties deposed all 13 experts. Birka-White Decl., ¶ 21. As noted above, Defendants
12 moved to strike many of Plaintiffs' experts under *Daubert*. At the time the settlement was
13 reached, Plaintiffs had filed their opposition brief.

14 **D. Settlement Negotiations**

15 The first mediation session took place on February 1 and 2, 2016, before veteran mediator
16 Randall Wulff in Oakland, California. Birka-White Decl., ¶ 23. By then, class-related fact and
17 expert discovery had closed and Plaintiffs' class certification motion had been on file for three
18 weeks. In addition to the benefit of this extensive discovery and class certification briefing, the
19 parties also exchanged mediation briefs. Birka-White Decl., ¶ 23.

20 The two-day February mediation ended without resolution, but the parties agreed to
21 schedule another day of mediation on March 1, 2016. In the interim, BP filed its class
22 certification opposition brief and its motion to strike Plaintiffs' experts; Plaintiffs filed their class
23 certification reply and their opposition to the motion to strike. Dkts. 160, 161. In addition, the
24 parties continued to negotiate settlement terms and exchange information relevant to those
25 negotiations. Birka-White Decl., ¶24. The third mediation day lasted well into the night. *Id.*, ¶
26 25. After highly contentious and arms-length negotiations, the parties reached an agreement in
27 principle and executed a memorandum of understanding. *Id.*, ¶ 25. The parties negotiated
28 attorneys' fees and costs and class representative stipends only after the substantive settlement

1 terms were reached. Birka-White Decl., ¶ 26.

2 Following the mediation, the parties set about negotiating the specifics of the Settlement,
3 including fleshing out the key terms, establishing a mutually-agreeable claims process and claims
4 protocol, selecting a claims administrator, special master, and notice provider, and working with
5 the notice provider to develop a notice plan. This process required extensive back-and-forth and
6 repeated consultation between defense counsel and their clients, and stretched for over five
7 months before a final agreement was reached. Birka-White Decl., ¶ 28.

8 **III. THE TERMS OF THE SETTLEMENT**

9 The Settlement provides relief for all owners of BP S-type solar panels (“Class Panels”) in
10 the United States.

11 **A. The Settlement Class**

12 The Settlement Class consists of all persons or entities in the United States (a) who
13 purchased Class Panels for initial installation on a property or purchased properties on which
14 Class Panels had first been installed, and (b) who currently own some or all of those Panels. Dkt.
15 179-1, Revised Settlement Agreement § 1(M) (hereafter, “Agreement”).²

16 “Class Panels,” in turn, means photovoltaic modules manufactured by BP from 1999 to
17 2007 which utilize the S-type junction box. For purposes of Settlement administration, Class
18 Panels are divided into two categories: FDK+ (owned by Plaintiffs Allagas, Ray, and Mohrman)
19 and Non-FDK+ (owned by Plaintiff Dickson). The FDK+ category, also referred to as Category
20 1, includes all of the models that were subject to a 2012 Product Advisory by BP, in addition to
21 other models that also had relatively high warranty return rates. Agreement § D.1.³ Dkt. 157-22,
22 Harvey Report at 21. The Non-FDK+ category, also referred to as Category 2, includes all
23 remaining models with the S-type junction box, which showed comparatively lower warranty
24 claims rates, some below 1%. *Id.*

25 ² Excluded from the Class are: (1) Defendants, any entity in which they have a controlling
26 interest, and such entity’s legal representatives, officers, directors, employees, assigns and
27 successors; (2) the judge to whom this case is assigned and any member of the judge’s immediate
28 family; and (3) persons who timely and validly opt to exclude themselves from the Settlement
Class.

³ The 2012 Product Advisory is informally known as the FDK advisory, hence the use of the term
“FDK+” to name this category.

1 **B. Substantive Relief**

2 Settlement Class Members who own models with relatively higher failure rates, referred
 3 to in the settlement papers as FDK+ or Category 1 Class Panels, are eligible for full replacement
 4 of all of their Class Panels whether or not they show signs of failure. The Settlement will pay the
 5 cost of removal and disposal of the Class Panels, and the purchase and installation of replacement
 6 panels. Ancillary costs that could potentially be required depending on a Class Member's
 7 specific circumstances, such as building permits or new inverters would be covered by the Class
 8 Member, but may be reimbursed if the Common Fund can accommodate it.⁴ Agreement §
 9 III.A.7. This relief, which is based on a projected average per-watt replacement cost of \$2.35,
 10 will be paid out of a \$45.33 million Common Fund established by BP and administered by the
 11 Independent Claims Administrator (ICA) with oversight from Class Counsel. Agreement §
 12 III.A.5. Notably, the per-watt replacement cost exceeds the average replacement cost based on
 13 BP's warranty experience. Dkt. 171-3, Declaration of Andreas Glasow ("Glasow Decl."), ¶ 6.
 14 The fund also contains additional sums for inspections and administration costs specific to FDK+
 15 claims and notice costs, and is particularly robust since over 37% of FDK+ panels have already
 16 been replaced to date. *Id.* ¶ 5. To receive this relief, FDK+ Class Members must return all FDK+
 17 panels and release BP and Home Depot from all claims. Personal injury claims, however, are not
 18 released unless they arise after all of the Class Members' Class Panels have been replaced.
 19 Agreement § XII.A.

20 Settlement Class Members who own model numbers with relatively lower failure rates,
 21 referred to in the Agreement as Non-FDK+ or Category 2 Class Panels, are eligible for a series of
 22 benefits. Agreement § III.B. An initial visual inspection will identify any failed panels, all of
 23 which will be replaced for free. If over 20% of the Class Panels have failed, inclusive of past
 24 failures, all of them will be replaced. Agreement § III.B.3. Critically, for any system that is not
 25 initially replaced in full, the Class Member will receive a new inverter with technology designed
 26 to prevent panels from experiencing arc faults, which could otherwise pose a fire risk, installed at

27 _____
 28 ⁴ The original inverters had an estimated useful life of approximately 10 years and have already
 passed or are nearing the end of their useful life. Inverters are understood to be a maintenance
 item with a typical system requiring up to two inverter replacements during its lifetime.

1 no cost.⁵ Agreement § III.B.4. Inverter purchase and installation alone is expected to cost over
 2 \$1,200 based on prevailing market prices. And, should additional panels fail during the claims
 3 period, the Class Member will receive another inspection and free replacement of failed panels,
 4 and will be eligible for full replacement if his or her system's failure rate has exceeded 20%. In
 5 the event of subsequent full replacement, the Claims Made Trust Account will receive a credit
 6 against the replacement cost equal to the inverter purchase and installation cost. Agreement
 7 § III.B.4. This relief will be paid for by a claims-made fund capped at \$20 million. The program
 8 ends after three years, or after the \$20 million fund is exhausted, whichever is sooner. However,
 9 once the claims made period ends, Class Members retain all rights conferred by BP's warranty
 10 certificate – that is, they remain eligible for ongoing replacement of any failed panels during the
 11 remaining term of their warranty. To receive this relief, Non-FDK+ Subclass members must
 12 return all replaced Non-FDK+ panels and release BP and Home Depot from all claims. Personal
 13 injury claims, however, are not released unless they arise after all of the Class Members' Class
 14 Panels have been replaced, or after the Class Member receives installation of an inverter with arc
 15 fault detection.⁶ Agreement § XII.A.

16 Finally, Large Non-Residential (LNR) Class Members, i.e., those with 400 or more panels
 17 in a non-residential setting, are invited to participate in mediated commercial negotiations with
 18 BP Solar. If these negotiations fail, LNR Class Members may opt out of the settlement, even
 19 after the opt-out period expires for all other Class Members. In exchange for participating in this
 20 procedure, LNR Class Members waive the right to seek class-wide adjudication of any claims
 21 relating to Class Panels in the future. Agreement § III.C.2.

22 _____
 23 ⁵ The parties disputed whether the Class Panels pose a fire risk. *See* Dkt. 157 (BP Class Cert.
 Opp.) at 5 (noting lack of fires caused by the Class Panels, including no known roof fires to date).

24 ⁶ Starting in 2011, after BP ended its production of S-type solar panels, the National Electrical
 Code was amended to require that new PV systems be equipped with “arc-fault circuit protection”
 25 that “shall detect and interrupt arcing faults” in PV systems, including those originating in a PV
 module, thereby shutting the system down in its entirety. National Electrical Code, Art. 690.11
 26 (reprinted and discussed in “2011 National Electrical Code Compliance for Advanced Energy TX
 and NX Inverters,” available at [http://solarenergy.advanced-
 energy.com/upload/File/Application%20Notes/ENG-NEC-260-01%20Web.pdf](http://solarenergy.advanced-energy.com/upload/File/Application%20Notes/ENG-NEC-260-01%20Web.pdf) (visited on
 27 August 12, 2016)). Pursuant to the Settlement, the parties have appointed two highly qualified
 technical consultants to assist the ICA in selecting arc-fault protection inverters to be installed on
 28 Non-FDK+ systems for which not all Class Panels will be replaced, providing state-of-the-art
 protection against potentially harmful electrical arching. Claims Protocol, § VII(B).

1 Claims are submitted using a standard Claim Form. Dkt. 171-1 at 78-81. Importantly, the
 2 Settlement provides for inspections of claimant's properties, should that assistance be needed, to
 3 help determine whether the claimant owns Class Panels and, if so, whether they are FDK+ or
 4 Non-FDK+. This prevents claimants from having to self-inspect their roofs if they are not
 5 comfortable doing so. Agreement § III.A.2. Claims are evaluated by the ICA based on an agreed
 6 Claims Protocol, which is Exhibit 1 to the Agreement (hereafter, "Protocol").⁷ The parties have
 7 engaged Jennifer Keough of JND Legal Administration to serve as the ICA. Ms. Keough has
 8 extensive experience in class action claims administration. Keough Decl., ¶¶ 2-3 & Ex. A.
 9 Claimants are also able to dispute claim decisions, including with a Special Master if necessary.
 10 Agreement § V.

11 **C. Service Awards and Attorneys' Fees and Costs**

12 Class Counsel also seek \$7,500 service awards payment to Plaintiffs Allagas, Mohrman,
 13 and Ray, and \$3,500 to Plaintiff Dickson, in recognition of their service benefiting the Settlement
 14 Class and the risks they took in prosecuting the underlying action. Under the Settlement,
 15 Defendants agreed not to oppose these service awards, which are wholly independent from the
 16 Agreement and left to the sound discretion of the Court.

17 Subject to the Court's approval, Defendants also agreed—after substantive relief to the
 18 class had been negotiated—to pay Class Counsel \$11.6 million in attorneys' fees and costs. By
 19 separate motion, Plaintiffs' counsel are contemporaneously submitting their motion for an award
 20 of attorneys' fees and costs, and service awards.

21 **IV. PRELIMINARY APPROVAL AND NOTICE TO CLASS MEMBERS**

22 **A. Preliminary Approval**

23 On September 2, 2016, the Court preliminarily approved the Settlement and ordered
 24 Notice to the Class. Dkt. 182. The Preliminary Approval Order provisionally certified the
 25 Settlement Class, preliminarily approved the Settlement, appointed Class Counsel, appointed and
 26 designated Plaintiffs Michael Allagas, Arthur Ray, Brett Mohrman, and Brian Dickson as Class
 27

28 ⁷ The still-operative Protocol was attached to the prior version of the Settlement Agreement. *See*
 Dkt. 171-1 at 57-76.

1 Representatives, approved the manner and form of providing notice of the Settlement to Class
2 Members, set a deadline for Class Members to opt-out from or object to the Settlement, and
3 scheduled a final Fairness Hearing.

4 **B. Notice to Class Members**

5 Following preliminary approval, Settlement Class Counsel diligently worked with
6 respected class notice provider HF Media LLC to effectuate the Notice Program ordered by the
7 Court. The Notice program was comprehensive and used a spectrum of effective notice
8 methodologies. Finegan Decl., ¶ 12. It was highly effective, reaching an impressive 85% of the
9 target audience nationally, and 87% in California, which accounted for approximately half of all
10 Class Panel sales. *Id.* ¶ 15. The Notice materials provided clear information regarding the
11 Settlement terms, the Fairness Hearing, Class Members' rights to object to or opt out of the
12 Settlement, the request for attorneys' fees and costs, and the proposed service awards. Keough
13 Decl., Exs. A-B; Finegan Decl, Exs. C-K.

14 Direct notice was sent by U.S. mail to over 6,300 people whose names and addresses were
15 included in BP's and Home Depot's warranty and sales databases or in Class Counsel's intake
16 records, only a few hundred of which were undeliverable following address searches. Keough
17 Decl., ¶ 6. Direct notice was also delivered by email to over 2,400 addresses included in those
18 same databases. *Id.*, ¶ 7. Given that the Class is comprised of approximately 8,000 purchasers
19 (Prelim. Approval Hearing Tr. (8/24/16) at 5:2-6), the direct notice program here was robust. In
20 addition, the notice provider delivered notice to thousands of solar product buyers in California,
21 New Mexico, and Oregon, and a number of additional trade organizations with a request that the
22 information be forwarded on to their members. Finegan Decl., ¶¶ 29-30.

23 In September and October, the Short Form Notice was published in an assortment of
24 general, mass market publications – including national newspapers, California newspapers,
25 People Magazine, Sports Illustrated, and National Geographic – as well as specialty publications
26 targeted towards solar panel owners, such as Sunset, Family Handyman, and Building Operating
27 Management. Finegan Decl., ¶¶ 16-21. The notice provider also implemented extensive Internet
28 and social media advertising that took advantage of demographic targeting, with additional

1 emphasis on mobile devices. *Id.*, ¶¶ 22-28. Over 122,888,000 impressions were served across
2 more than 48,000 web properties. *Id.*, ¶ 22.

3 The ICA prepared an easy-to-use settlement website containing exemplar photographs of
4 failed BP solar panels, links to all relevant settlement documents, frequently asked questions
5 (FAQs), and Class Counsel’s contact information. It also set up and staffed a toll-free phone
6 number for Class Member inquiries. To date, over 65,000 users have accessed the Settlement
7 Website, and the ICA has received 730 calls, on the toll-free number. Keough Decl., ¶ 5.

8 **V. DISCUSSION**

9 Judicial proceedings under Federal Rule of Civil Procedure 23 follow a three-step
10 procedure for approval of class action settlements: (1) certification of a settlement class and
11 preliminary approval of the proposed settlement upon written motion to the trial court; (2)
12 dissemination of notice of the proposed settlement to the affected class members; and (3) a formal
13 fairness hearing, or final settlement approval hearing, at which class members may be heard
14 regarding the settlement, and at which evidence and argument concerning the fairness, adequacy,
15 and reasonableness of the settlement are presented. Federal Judicial Center, *Manual for Complex*
16 *Litigation*, §§ 21.63, et seq. (4th ed. 2004) (“*Manual*”); *see also Nwabueze v. AT & T Inc.*, No. C
17 09-01529 SI, 2013 WL 6199596, at *3 (N.D. Cal. Nov. 27, 2013) (Illston, J.). This procedure
18 safeguards class members’ due process rights and enables the court to fulfill its role as the
19 guardian of class interests. *See Newberg on Class Actions* § 13:10 (5th ed.) (“*Newberg*”).

20 The Court completed the first step in the settlement process when it granted preliminary
21 approval to the Settlement. Thereafter, Settlement Class Counsel and the Court-appointed notice
22 provider completed the second step by implementing the Notice Program pursuant to the terms of
23 the Settlement and the Court’s Preliminary Approval Order. With this motion, Plaintiffs request
24 that the Court take the final step in the process by confirming its provisional certification of the
25 Settlement Class, granting final approval to the Settlement, and effectuating its terms.

26 **A. The Settlement is fair, reasonable, adequate, and in the best interest of Class** 27 **Members.**

28 “Although Rule 23 imposes strict procedural requirements on the approval of a class

1 settlement, a district court's only role in reviewing the substance of that settlement is to ensure
2 that it is 'fair, adequate, and free from collusion.'" *Lane v. Facebook, Inc.*, 696 F.3d 811, 819
3 (9th Cir. 2012), *cert. denied*, 134 S. Ct. 8 (2013) (quoting *Hanlon v. Chrysler Corp.*, 150 F.3d
4 1011, 1027 (9th Cir. 1998)). When class counsel is experienced and supports the settlement, and
5 the agreement was reached after arm's-length negotiations, courts should give a presumption of
6 fairness to the settlement. *See Nobles v. MBNA Corp.*, No. C 06-3723 CRB, 2009 WL 1854965,
7 at *6 (N.D. Cal. June 29, 2009); *Ellis v. Naval Air Rework Facility*, 87 F.R.D. 15, 18 (N.D. Cal.
8 1980), *aff'd*, 661 F.2d 939 (9th Cir. 1981). Additionally, "[i]t is the settlement taken as a whole,
9 rather than the individual component parts, that must be examined for overall fairness." *Staton v.*
10 *Boeing Co.*, 327 F.3d 938, 952 (9th Cir. 2003).

11 The Ninth Circuit has identified eight factors that govern the Court's analysis at final
12 approval to determine whether a settlement is fair, reasonable, and adequate:

- 13 • the strength of the plaintiffs' case;
- 14 • the risk, expense, complexity, and likely duration of further litigation;
- 15 • the risk of maintaining class action status throughout the trial;
- 16 • the amount offered in settlement;
- 17 • the extent of discovery completed and the stage of the proceedings;
- 18 • the experience and views of counsel;
- 19 • the presence of a governmental participant; and
- 20 • the reaction of the class members to the proposed settlement.

21 *Hanlon*, 150 F.3d at 1026; *Lemus v. H & R Block Enterprises LLC.*, No. C 09-3179 SI, 2012 WL
22 3638550, at *5 (N.D. Cal. Aug. 22, 2012) (Illston, J.) (applying same factors). "The relative
23 degree of importance to be attached to any particular factor will depend on the unique
24 circumstances of each case." *Officers for Justice*, 688 F.2d at 625. Not all of them will apply to
25 every settlement: "Under certain circumstances, one factor alone may prove determinative in
26 finding sufficient grounds for court approval." *Garner v. State Farm Mut. Auto. Ins. Co.*, No. CV
27 08 1365 CW EMC, 2010 WL 1687832, at *9 (N.D. Cal. Apr. 22, 2010) (citation omitted).

28 All of the relevant factors set forth by the Ninth Circuit for evaluating the fairness of a

1 settlement at this final stage support final approval, and there can be no doubt that the Settlement was
 2 reached in a procedurally fair manner.⁸ For these reasons, the Settlement merits final approval.

3 **1. Class Members receive significant relief under the Settlement.**

4 “[T]he most important variable in assessing a class settlement is the amount of relief
 5 obtained for the class.” *In re TracFone Unlimited Serv. Plan Litig.*, 112 F. Supp. 3d 993, 1001
 6 (N.D. Cal. 2015), *reconsideration denied*, No. C-13-3440 EMC, 2015 WL 4735521 (N.D. Cal.
 7 Aug. 10, 2015) (citing *Bayat v. Bank of the W.*, No. C-13-2376 EMC, 2015 WL 1744342, at *4
 8 (N.D. Cal. Apr. 15, 2015)).

9 The Settlement provides exceptional relief to the Settlement Class. All owners of high-
 10 failure-rate FDK+ Class Panels will receive complete relief: full replacement of those panels,
 11 regardless of whether the panels show any sign of failure, and despite the many years of use to
 12 date. This relief is based on a projected average per-watt replacement cost of \$2.35, which
 13 *exceeds* the average replacement cost based on BP’s warranty experience. Dkt. 171-3 (Glasow
 14 Decl.), ¶ 6. Further, the common fund is particularly robust since over 37% of FDK+ panels had
 15 already been replaced prior to the Settlement.⁹ *Id.* ¶ 5. To receive this relief, FDK+ Class
 16 Members must return all FDK+ panels and release BP and Home Depot from all claims.
 17 However, personal injury claims are released only once all of the Class Members’ Class Panels
 18 have been replaced. Agreement § XII.A.

19 Every owner of the low-failure-rate, Non-FDK+ Class Panels, meanwhile, will receive a
 20 visual inspection of his or her array, replacement of failed panels, and full replacement if the
 21 failure rate, inclusive of past failures, exceeds 20%. *Id.* § III.B.3. A Class Member who does not
 22 get full replacement after the initial inspection will receive a free inverter with arc-fault detection,
 23 fully installed for free. *Id.* § III.B.4. And, finally, if subsequent failures arise during the claims
 24 period, they too will be replaced, and could result in full replacement if those subsequent failures
 25 push the failure rate above 20%. *Id.* § III.B.5. In the latter circumstance, the Class Member

26 _____
 27 ⁸ The “presence of a governmental participant” factor is not relevant to this action. Its absence
 does not weigh for or against approval of the settlement. *See id.*

28 ⁹ The common fund also contains additional amounts for funding notice, as well as inspection and
 administration costs specific to FDK+ Panels.

1 would only be responsible for a credit back to the settlement trust fund if he or she previously
2 received a free inverter. Large, non-residential customers, meanwhile, can avail themselves of
3 the Settlement, negotiate other relief with BP, or opt out at any time and pursue individual
4 litigation. *Id.* § III.C. BP will pay for all of this significant relief from a non-reversionary
5 common fund of \$45.33 million and an additional claims-made fund of up to \$22 million
6 (inclusive of \$2 million towards fees and costs). *Id.* § III.A.1, III.B.1.

7 Crucially, the Settlement is designed to eliminate all safety risk to all S-type panel owners
8 because those who are not entitled to full replacement will be made far safer through inspection
9 and installation of an inverter equipped with arc fault detection. *See Hanlon v. Chrysler Corp.*,
10 150 F.3d 1011, 1027 (9th Cir. 1998) (approving pre-certification settlement that obligated
11 defendant to make the product safe, despite no cash recovery).

12 **2. The Settlement reflects the strengths and potential drawbacks of**
13 **Plaintiffs' case, developed after extensive discovery and briefing.**

14 **a. Discovery was extensive, and the litigation had proceeded to an**
15 **advanced stage.**

16 The Settlement was reached only after extensive pre-class certification fact and expert
17 discovery. *See* § II, *supra*. Settlement discussions began in earnest after Plaintiffs filed a detailed
18 class certification brief supported by numerous expert and class member declarations and 93
19 exhibits. Dkt. 148. Between them, the parties took 22 depositions, exchanged 18 expert reports,
20 filed six motions to compel, and reviewed over 600,000 pages of document discovery. When the
21 parties finally struck their compromise after more than two years of active litigation, the case had
22 survived two motions to dismiss; the parties had fully briefed the issue of class certification; and
23 Defendant had filed *Daubert* challenges against four of Plaintiffs' experts, which Plaintiffs
24 vigorously opposed. *Compare Hanlon v. Chrysler Corp.*, 150 F.3d at 1022 (9th Cir. 1998)
25 (noting, in its rule 23(a)(4) analysis, that extensive factual investigation and discovery
26 proceedings prior to class settlement demonstrated that the settlement was not a product of
27 collusion between plaintiffs' and defense counsel).

28 The parties' settlement negotiations were informed by extensive fact and expert discovery,
and entered into with knowledge of the opposing parties' arguments on case-dispositive issues.

1 The parties reached agreement after engaging a highly experienced mediator, Randall Wulff, who
2 presided over three days of intense mediated negotiations. Only late in the evening of the third
3 day did the parties reach compromise. *See Hendricks v. Starkist Co*, No. 13-CV-00729-HSG,
4 2016 WL 5462423, at *5 (N.D. Cal. Sept. 29, 2016) (finding that a settlement after full discovery
5 and two mediation sessions was “the result of fully informed negotiations”). Given the extensive
6 document discovery, meticulous expert analysis, exhaustive deposition schedule, voluminous
7 briefing, and spirited mediation sessions, the Settlement was thoroughly informed by the
8 advanced stage of the litigation.

9 **b. The Settlement reflects the merits of Plaintiffs’ case.**

10 The Settlement’s significant benefits are consistent with the strengths and weaknesses of
11 Plaintiffs’ case and the likelihood of being able to certify a litigation class, maintain certification
12 through trial, and prevail on the merits at trial.

13 Thus, all Class Members are eligible for full replacement; the only added requirement for
14 Class Members with the lower failure rate Non-FDK+ panels is that their system must first show
15 a modest failure rate of over 20% to be eligible. Further, Non-FDK+ Class Members receive the
16 added benefit of obtaining new inverters with advanced safety technology that is designed to
17 substantially eliminate any risk associated with a failing panel. The relief offered to Class
18 Members reasonably reflects the evidence Plaintiffs uncovered in discovery and litigation. *See In*
19 *re: Cathode Ray Tube (Crt) Antitrust Litig.*, No. 3:07-CV-5944 JST, 2016 WL 721680, at *21
20 (N.D. Cal. Jan. 28, 2016) (“A plan of allocation that reimburses class members based on the type
21 and extent of their injuries is generally reasonable.”) *In re Pet Food Products Liability Litigation*,
22 629 F.3d 333 (3rd Cir. 2010) (“varied relief among class members with differing claims in class
23 settlements is not unusual.”).

24 This factor, then, also supports final approval of the Settlement.

25 **3. Continued litigation would be lengthy, expensive, and pose a risk of**
26 **decertification or loss on the merits.**

27 The Settlement is even more compelling given the litigation risks the Settlement Class
28 faced. While Settlement Class Counsel believe in the strength of their case, there are always

1 uncertainties in litigation of this magnitude and complexity, making resolution of claims in
2 exchange for certain, timely, and substantial relief an unquestionably reasonable outcome.

3 First, while the Settlement provides meaningful benefits to all Class Members nationwide,
4 certifying a nationwide litigation class under a single state's law or the laws of the many states
5 would have been challenging. *See Mazza v. American Honda Motor Co.*, 666 F.3d 581, 590-94
6 (9th Cir. 2012); *In re Pharm. Indus. Average Wholesale Price Litig.*, 252 F.R.D. 83, 94 (D. Mass.
7 2008). In light of the meaningful relief obtained for class members and the obstacles to applying
8 a single state's law or the law of many states in the litigation context, the nationwide settlement
9 constitutes a significant achievement on behalf of the Settlement Class—and one that may not
10 have been obtained had Plaintiffs continued litigating. *See Destefano v. Zynga, Inc.*, No. 12-CV-
11 04007-JSC, 2016 WL 537946, at *11 (N.D. Cal. Feb. 11, 2016) (where settlement class was
12 broader than could have been certified in continued litigation, factor weighs in favor of approval).

13 Second, BP asserted a number of defenses and counterarguments that could have posed
14 obstacles to the case, both at class certification and on the merits. For example, BP argued that
15 the varying warranty claims rates regarding each of the models at issue and different forms of
16 defect manifestation trends counseled against certifying a class. While this was a challenge
17 Plaintiffs expected to overcome, their success was not certain: BP argued that the purported
18 variation precluded class certification and undermined Plaintiffs' merits contention that the Class
19 Panels were substantially certain to fail within their useful life. Similarly, BP's statute of
20 limitations defense threatened to reduce the size of the class or undermine class certification due
21 to the presence of individual issues. *See Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 964 (9th
22 Cir. 2009) (approving class action settlement where court considered statute of limitations
23 defense that weakened plaintiffs' case). Moreover, BP's use of third parties to distribute its
24 products and disseminate its marketing message threatened to pose a problem for claims that
25 arguably depended on the existence of a widespread, pervasive marketing campaign.

26 Finally, even if a class were initially certified, the threat of decertification would have
27 been real. Defendants attempted to require Plaintiffs to prove individualized consequential
28 damages—a burden that should not have posed an obstacle for class certification but could have

1 complicated an eventual class trial on the merits. This created a risk that even if a class were
 2 initially certified, Plaintiffs would fail to maintain class status through trial. Similarly, litigating
 3 under the consumer laws of several states—while posing little obstacle to initial certification and
 4 no obstacle to certification of a Settlement Class, *see* Sec. V.B., *infra*—could interfere with the
 5 efficiency of an eventual trial on the merits, leading to decertification. *See Dyer v. Wells Fargo*
 6 *Bank, N.A.*, 303 F.R.D. 326, 331 (N.D. Cal. 2014) (acknowledging that state law variations
 7 elevate risk of decertification, weighing in favor of settlement approval); *In re TracFone*, 112 F.
 8 Supp. 3d at 1001 (disparate damages and varying state laws “present real challenges” should the
 9 court deny final approval).

10 In other words, while Plaintiffs believe they have a strong case, they faced substantial
 11 risks. Evaluated against the costs, delays, and uncertainties associated with trial and appeals, and
 12 in light of the abundant financial resources of the defendant, the Settlement provides immediate,
 13 substantial financial benefits to Class Members. *See Kim v. Space Pencil, Inc.*, No. C 11-03796
 14 LB, 2012 WL 5948951, at *15 (N.D. Cal. Nov. 28, 2012) (“The substantial and immediate relief
 15 provided to the Class under the Settlement weighs heavily in favor of its approval compared to
 16 the inherent risk of continued litigation, trial, and appeal, as well as the financial wherewithal of
 17 the defendant.”).

18 **4. Class member reaction to the Settlement has been overwhelmingly**
 19 **favorable.**

20 As of November 2, 2016, just two months after commencement of Notice, 627 claims had
 21 been filed under the Settlement—a strong start for a Settlement that will last many years. Keough
 22 Decl., ¶ 7. Class Counsel have been in contact with dozens of potential Class Members who have
 23 called or emailed for assistance, and their reactions have been overwhelmingly positive. Birka-
 24 White Decl., ¶ 39(z). Most impressively, of the thousands of potential Class Members who
 25 received notice, there have been no objections or opt-outs to date.¹⁰

26 _____
 27 ¹⁰ Homeowners who are *not* Class Members have submitted two “opt-out” requests and one
 28 complaint regarding the Settlement. Keough Decl., ¶ 9. *San Francisco NAACP v. San Francisco*
Unified School Dist., 59 F.Supp.2d 1021, 1032 (N.D. Cal.1999) (noting that “nonclass members
 have no standing to object to the settlement of a class action”). To the extent any Class Members
 object, Class Counsel will respond by December 7, 2016, as directed by the Court.

1 Class Counsel will update these figures in their reply brief, but the Class’s response so far
 2 strongly favors approval. *Compare Churchill Vill., L.L.C. v. GE*, 361 F.3d 566, 577 (9th Cir.
 3 2004) (affirming approval of settlement with 45 objections and 500 opt-outs from class of 90,000
 4 members, roughly 0.6%); *Chun-Hoon v. McKee Foods Corp.*, 716 F. Supp. 2d 848, 852 (N.D.
 5 Cal. 2010) (finding that sixteen opt outs in class of 329 members, or 4.86%, strongly supported
 6 settlement); *Glass v. UBS Fin. Serv., Inc.*, No. C-06-4068-MMC, 2007 WL 221862, at *5 (N.D.
 7 Cal. Jan. 26, 2007) (approving settlement with 2% opt-out rate); *Wren v. RGIS Inventory*
 8 *Specialists*, No. C-06-05778-JCS, 2011 WL 1230826, at *11 (N.D. Cal. Apr. 1, 2011) (holding
 9 that “the absence of a large number of objections to a proposed class action settlement raises a
 10 strong presumption that the terms of a proposed class action settlement are favorable to the class
 11 members”) (quoting *Nat’l Rural Telecomm. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 529 (C.D.
 12 Cal. 2004)); *see also Garner v. State Farm Mut. Auto. Ins. Co.*, No. C 08 1365 CW (EMC), 2010
 13 WL 1687832, at *14 (N.D. Cal. Apr. 22, 2010); *Riker v. Gibbons*, No. 3:08-cv-00115-LRH-VPC,
 14 2010 WL 4366012, at *5 (D. Nev. Oct. 28, 2010) (“The small number of objections is an
 15 indication that the settlement is fair, adequate, and reasonable.”).

16 **5. Experienced Class Counsel strongly believe the Settlement merits**
 17 **approval.**

18 Class Counsel, who combined have well over 60 years of experience prosecuting complex
 19 class actions, including product defect cases, view the Settlement as fair, reasonable, adequate
 20 and worthy of approval. Nelson Decl., ¶¶ 4-6; Birka-White Decl., ¶¶ 3-7 and Ex. A. The
 21 judgment of competent counsel regarding the Settlement should be accorded significant weight.
 22 *Eisen v. Porsche Cars N. Am., Inc.*, No. 2:11-CV-09405-CAS, 2014 WL 439006, at *5 (C.D. Cal.
 23 Jan. 30, 2014) (in granting final approval, noting that “[t]he recommendations of counsel are
 24 given great weight since they are most familiar with the facts of the underlying litigation.”)
 25 (citing cases); *Hendricks*, 2015 WL 4498083, at *6 (“An initial presumption of fairness is usually
 26 involved if the settlement is recommended by class counsel after arm’s-length bargaining.”).
 27 Class Counsel vigorously prosecuted this action and negotiated strenuously with BP over three
 28 long days of mediation. Having achieved a result they believe abundantly compensates the Class,

1 and accomplishes all the goals they set out to achieve in filing and prosecuting the case, they
2 strongly support the Settlement.

3 **6. The Settlement evidences no collusion.**

4 When a class action settlement is reached prior to class certification, “such agreements
5 must withstand an even higher level of scrutiny for evidence of collusion or other conflicts of
6 interest than is ordinarily required under Rule 23(e) before securing the court’s approval as fair.”
7 *Allen v. Bedolla*, 787 F.3d 1218, 1224 (9th Cir. 2015) (quoting *In re Bluetooth Headset Products*
8 *Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011)). Specifically, a court examines three non-
9 dispositive factors – disproportionate attorneys’ fees, the inclusion of a clear-sailing provision,
10 and a provision whereby unclaimed funds revert to the defendant – to determine whether a
11 settlement was the product of collusion. *In re Bluetooth*, 654 F.3d at 946-47.

12 After reviewing Plaintiffs’ prior briefing, this Court found that “the Settlement was
13 reached in the absence of collusion, is the product of informed, good-faith, arm’s-length
14 negotiations between the parties and their capable and experienced counsel, and was reached with
15 the assistance of an experienced mediator.” Dkt. 182 (Preliminary Approval Order) at 2; Dkt.
16 171 (Plaintiffs’ Mot. for Preliminary Approval) at 12-13. Nothing has happened to disturb that
17 finding. As explained in the accompanying fee motion, Class Counsel’s fees and costs request of
18 \$11.6 million was negotiated under the watch of an experienced mediator, and is less than the
19 Ninth Circuit benchmark of 25% even when measured against the *absolute minimum* value of the
20 Settlement of \$47.33 million, none of which reverts to Defendants. Any unused portion of the
21 additional \$20 million claims made fund reverts to Defendants *only* if unused after three years,
22 and Class Members can submit unlimited claims during that period. In addition to the just
23 completed Notice program, Class Counsel negotiated a *second* notice to be issued during the
24 pendency of the claims period, to bring even more Class Members to the Settlement. Agreement
25 at § VIII.B. And, every claimant with verified Non-FDK+ Class Panels receives guaranteed
26 relief valued at thousands of dollars due to installation of a new, state-of-the-art inverter, a free
27 inspection, and replacement of any failed panels.

28 The substantive Settlement terms and the objectively reasonable fee request amply

1 demonstrate the total lack of collusion in resolving this matter.

2 **B. Certification of the Settlement Class remains proper.**

3 Rule 23 governs the issue of class certification, whether the proposed class is a litigated
4 class or a settlement class. However, when “[c]onfronted with a request for settlement-only class
5 certification, a district court need not inquire whether the case, if tried, would present intractable
6 management problems . . . for the proposal is that there will be no trial.” *Amchem Prods. v.*
7 *Windsor*, 521 U.S. 591, 620 (1997).

8 Class certification is appropriate where: “(1) the class is so numerous that joinder of all
9 members is impracticable; (2) there are questions of law and fact common to the class; (3) the
10 claims or defenses of the representative parties are typical of the claims or defenses of the class;
11 and (4) the representative parties will fairly and adequately protect the interests of the class.”
12 Fed. R. Civ. P. 23(a). Certification of a class seeking monetary compensation also requires a
13 showing that “questions of law and fact common to class members predominate over any
14 questions affecting only individual members, and that a class action is superior to other available
15 methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3).

16 Pursuant to the Preliminary Approval Order, the Court certified the Class defined in
17 paragraph I.M. of the Settlement Agreement for settlement purposes. Dkt. 182 at 5. In doing so,
18 the Court found that the Settlement Class satisfied both Rule 23(a) and (b)(3) requirements, and
19 that the Settlement Class Representatives and Class Counsel were adequate representatives of the
20 Class. The Court’s conclusion remains the correct one.

21 ***Numerosity.*** Rule 23(a)(1) is satisfied when “the class is so numerous that joinder of all
22 class members is impracticable.” The Class is numerous under Rule 23(a)(1): there are currently
23 51 megawatts of Class Panels, translating to roughly 323,181 panels, remaining in the field,
24 which suggests thousands of Settlement Class Members. Dkt. 171-3 (Glasow Decl.) ¶ 4. *See*
25 *Slaven v. BP Am., Inc.*, 190 F.R.D. 649, 654 (C.D. Cal. 2000) (numerosity is generally satisfied
26 when the class exceeds forty members). The Class is also ascertainable, because the Class Panels
27 can be identified by model number and/or serial numbers, or the presence of the S-type junction
28 box. Birka-White Decl., ¶ 31. *Cf. Moreno v. Autozone, Inc.*, 251 F.R.D. 417, 421 (N.D. Cal.

1 2008) (sufficient to “describe[e] a set of common characteristics” that evidences membership),
2 *vacated on other grounds by Moreno v. Autozone, Inc.*, No. CV 05-4432 CRB, 2009 WL
3 3320489, at *1 (N.D. Cal. Oct. 9, 2009).

4 **Typicality.** The typicality requirement of Rule 23(a)(3) is satisfied because the Class
5 Representatives’ claims are “‘reasonably co-extensive with those of absent class members...”
6 *Rodriguez v. Hayes*, 591 F.3d 1105, 1124 (9th Cir. 2010) (quoting *Hanlon*, 150 F.3d at 1020).
7 The interests and claims of named plaintiffs and class members need not be identical; the focus is
8 on similarity of legal and remedial theory, and differing fact situations of the class members do
9 not defeat typicality. *Ellis v. Costco Wholesale Corp.*, 657 F.3d 970, 984 (9th Cir. 2011); *Wolin*,
10 617 F.3d at 1175; *Hanlon*, 150 F.3d at 1019. Thus, where a plaintiff suffered a similar injury and
11 other class members were injured by the same course of conduct, typicality is satisfied. *See*
12 *Parsons*, 754 F.3d at 685. Here, Plaintiffs are owners of allegedly substandard, mass-produced,
13 and mass-marketed Class Panels, and thus were subject to the same harmful conduct as all other
14 Class Members. Plaintiffs’ panels have already experienced at least one junction box failure, and
15 they own defective Class Panels susceptible to future failure. Plaintiffs are thus typical of the
16 Settlement Class.

17 **Adequacy.** Plaintiffs are also adequate representatives for much the same reasons. *See*
18 *Wolin*, 617 F.3d at 1175 (adequacy satisfied where plaintiffs and absent class members all
19 allegedly harmed by defendant’s concealment of vehicle defect); *Hanlon*, 150 F.3d at 1020;
20 *Keegan*, 284 F.R.D. at 526. Factual differences in the merits of the named plaintiffs’ underlying
21 claims do not affect their ability to vigorously represent the class. *Wolin*, 617 F.3d at 1175. Rule
22 23(a)(4). Further, the Settlement Class Representatives understand their duties as class
23 representatives, have considered the interests of absent Class Members when reviewing and
24 approving the Settlement Agreement, and actively participated in this litigation by responding to
25 discovery, making their installations available for inspection, testifying at deposition, learning
26 about solar panels and arc faults, learning about inverters with arc fault technology, reviewing the
27 Settlement Agreement and claim protocols. Birka-White Decl., ¶¶ 52-58. Finally, proposed
28 Class Counsel are also qualified and experienced to represent the Settlement Class, just as they

1 were when the Court appointed them Class Counsel. Birka-White Decl., ¶¶ 3-7; Nelson Decl., ¶¶
2 3-9.

3 **Common, Predominant Issues.** The commonality and predominance requirements of
4 Rule 23(a)(2) and (b)(3) are satisfied. The “commonality requirement has been ‘construed
5 permissively,’ and its requirements deemed ‘minimal.’” *Estrella v. Freedom Fin’l Network*, No.
6 C 09-03156 SI, 2010 WL 2231790, at *25 (N.D. Cal. June 2, 2010) (quoting *Hanlon*, 150 F.3d at
7 1020). The predominance inquiry, while similar, is more exacting: it asks “‘whether the
8 common, aggregation-enabling, issues in the case are more prevalent or important than the non-
9 common, aggregation-defeating, individual issues.’” *Tyson Foods, Inc. v. Bouaphakeo*, 136 S.
10 Ct. 1036 (2016) (quoting 2 W. Rubenstein, *Newberg on Class Actions* § 4:49 at 195-96 (5th ed.
11 2012)). But “common issues need only predominate, not outnumber individual issues.” *Butler v.*
12 *Sears, Roebuck & Co.*, 727 F.3d 796, 801 (7th Cir. 2013), *cert. denied*, 134 S. Ct. 1277 (2014).
13 And variations in state law do not defeat predominance in the settlement context: the Court need
14 not consider the manageability of a potential trial involving multiple states’ laws because the
15 Settlement, if approved, would obviate the need for a trial. *See Amchem Products, Inc. v.*
16 *Windsor*, 521 U.S. 591, 620 (1997); *see also Ruch v. AM Retail Grp., Inc.*, No. 14-CV-05352-
17 MEJ, 2016 WL 1161453, at *10 (N.D. Cal. Mar. 24, 2016) (noting that “any manageability
18 problems are eliminated by the settlement”).

19 Courts routinely deem the commonality and predominance inquiries satisfied in cases
20 alleging a product defect. *See, e.g., Baker v. Castle & Cooke Homes Hawaii, Inc.*, No. CIV. 11-
21 00616 SOM, 2014 WL 1669158, at *6 (D. Haw. Apr. 28, 2014) (plumbing brass fittings); *Tait v.*
22 *BSH Home Appliances Corp.*, 289 F.R.D. 466, 474 (C.D. Cal. 2012) (clothes washers), 23(f)
23 *appeal denied sub nom., Cobb v. BSH Home Appliances Corp.*, No. 13-80000, 2013 WL 1395690
24 (9th Cir. Apr. 1, 2013), *cert. denied*, 134 S. Ct. 1273 (2014); *Wolin*, 617 F.3d 1168 (vehicle
25 alignment); *Chamberlan*, 402 F.3d at 962 (intake manifold); *Hanlon*, 150 F.3d 1011 (liftgate
26 latches); *Parkinson v. Hyundai Motor Am.*, 258 F.R.D. 580, 595-96 (C.D. Cal. 2008) (clutch
27 flywheel system).

28 Here, too, Plaintiffs’ central allegation—that the Class Panels are defectively designed—

1 presents a common question that can most efficiently be resolved on behalf of the Settlement
2 Class, thus satisfying Rule 23(a)(2). The Settlement Class’s misrepresentation and omission
3 claims turn on facts common to all purchasers: BP’s representations of reliable solar panels, the
4 existence of the defect, BP’s knowledge of the defect, and its uniform omissions. Disagreements
5 over the adequacy of the design are merits disputes easily resolved in “one stroke.” *Id.*; *Butler*,
6 727 F.3d at 801 (“single, central, common issue of liability: whether the Sears washing machine
7 was defective.”). Neither varying panel failure rates among Class Members nor differences
8 among various states’ consumer statutes undermine commonality. *See Wolin*, 617 F.3d at 1171,
9 1173; *Tait*, 289 F.R.D. at 478; *Hanlon*, 150 F.3d at 1021 (observing that “the differences in state
10 remedies are not sufficiently substantial so as to warrant the creation of subclasses” and “the
11 prospects for irreparable conflict of interest are minimal in this case because of the relatively
12 small differences in damages and potential remedies”).

13 Likewise, Settlement Class members’ express and implied warranty claims turn on the
14 defective nature of the panels that are substantially certain to fail within their useful life, a
15 question common to all Settlement Class Members. Settlement Class Members’ measure of
16 damages is largely driven by the difference in market value between what BP promised and what
17 it delivered—another common inquiry. Because Plaintiffs present numerous common questions
18 of law and fact, they satisfy the commonality requirement. *See Wolin*, 617 F.3d at 1172 (finding
19 that a class posing several similar questions “easily satisf[ies] the commonality requirement”).

20 **Superiority.** Rule 23(b)(3) requires that “a class action is superior to other available
21 methods for the fair and efficient adjudication of the controversy.” This superiority requirement
22 is met where, as here, “recovery on an individual basis would be dwarfed by the cost of litigating
23 on an individual basis.” *Amgen Inc.*, 133 S. Ct. at 1202; *Wolin*, 617 F.3d at 1175. The damages
24 sought by each class member here, while representing an important purchase to class members,
25 are not so large as to weigh against certification of a class action particularly given the
26 extraordinary effort needed to prove the case. *See Smith v. Cardinal Logistics Mgmt. Corp.*, No.
27 07-2104 SC, 2008 WL 4156364, at *32-33 (N.D. Cal. Sept. 5, 2008) (finding that class members
28 had a small interest in personally controlling the litigation even where the average amount of

1 damages were \$25,000-\$30,000 per year of work for each class member).

2 **C. The approved Notice Program gave the best practicable notice to class**
 3 **members and satisfied Rule 23 and due process.**

4 “The court must direct notice in a reasonable manner to all class members who would be
 5 bound” by a proposed settlement. When individual notice is not practicable, “publication or some
 6 similar mechanism can be sufficient to provide notice to the individuals that will be bound by the
 7 class action judgment.” *In re Google Referrer Header Privacy Litig.*, 87 F. Supp. 3d 1122, 1129
 8 (N.D. Cal. 2015) (citing *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950)).
 9 In its Preliminary Approval Order, the Court found that the Notice Plan was “reasonable and
 10 provides due, adequate and sufficient notice to all persons entitled to receive notice, and meets the
 11 requirements of due process and Rule 23.” Dkt. 182 at 5.

12 The Court-approved Notice plan was implemented as anticipated, and it was ultimately
 13 highly effective, reaching 85% of the target audience nationally, and 87% in California. *See*
 14 Finegan Decl., *passim*, and § IV.B. (describing notice metrics). Because the exemplary Notice
 15 efforts “alert[ed] those with adverse viewpoints to investigate and to come forward and be heard,”
 16 the Notice program here satisfied its core purpose under Rule 23. *Spann v. J.C. Penney Corp.*,
 17 No. CV-120-215FMO, 2016 WL 297399, at *15 (C.D. Cal. Jan. 25, 2016) (quoting *Churchill*
 18 *Vill., LLC v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir.2004), *cert. denied*, 543 U.S. 818, (2004)
 19 (internal quotation marks omitted)).

20 **D. Class Counsel will apply separately for attorneys’ fees and costs and service**
 21 **awards, and separately respond to any objections.**

22 In a contemporaneously filed motion, Class Counsel apply for named plaintiff service
 23 awards, as well as an award of attorneys’ fees of \$11.6 million, inclusive of reasonable litigation
 24 costs. Class Counsel will file responses to any objections to final approval or the proposed fees
 25 and costs award by December 7, 2016, per the Court’s preliminary approval order.

26 **VI. CONCLUSION**

27 For the foregoing reasons, Settlement Class Representatives and Settlement Class Counsel
 28 respectfully request that the Court confirm the certification of the Settlement Class and grant final

1 approval to the Settlement.

2 Dated: November 3, 2016

Respectfully submitted,

3

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16
17 UNITED STATES DISTRICT COURT
18 NORTHERN DISTRICT OF CALIFORNIA
19 SAN FRANCISCO DIVISION

20 MICHAEL ALLAGAS, ARTHUR RAY
and BRETT MOHRMAN, and BRIAN
21 DICKSON on behalf of
22 themselves and all others similarly situated,

23 Plaintiffs,

24 v.

25 BP SOLAR INTERNATIONAL, INC.,
HOME DEPOT U.S.A., INC. and
26 DOES 1-10, inclusive,

27 Defendants.
28

Case No. 3:14-cv-00560-SI (EDL)

**DECLARATION OF ROBERT J. NELSON
IN SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
REQUEST FOR ATTORNEYS' FEES AND
COSTS AND INCENTIVE AWARDS**

Judge: Hon. Susan Illston

1 I, Robert J. Nelson, declare as follows:

2 1. I am a partner in the law firm of Lief Cabraser Heimann & Bernstein, LLP
3 (“LCHB”), and counsel to Plaintiffs Michael Allagas, Brett Mohrman, Arthur Ray, and Brian
4 Dickson.

5 2. I am a member in good standing of the Bars of the States of California and New
6 York, and the Bar of the District of Columbia, and admitted to practice in numerous district
7 courts around the country, including this Court. I respectfully submit this Declaration in Support
8 of Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement and Plaintiffs’
9 Unopposed Motion for Attorneys’ Fees and Costs and Service Awards. Except as otherwise
10 noted, I have personal knowledge of the facts set forth in this Declaration, and could testify
11 competently to them if called upon to do so.

12 **A. LCHB’s Experience and Recognition**

13 3. LCHB is one of the oldest, largest, and most successful law firms in the country
14 that represents plaintiffs in class actions. A national law firm, LCHB has approximately 80
15 lawyers in offices in San Francisco, New York, Nashville, and Seattle. LCHB’s practice focuses
16 on complex and class action litigation involving product liability, consumer, employment,
17 financial, securities, environmental, and personal injury matters. Attached hereto as Exhibit A is
18 a true and correct copy of LCHB’s current firm resume, showing some of the firm’s experience in
19 complex and class action litigation, and gives biographical information about the attorneys at the
20 firm. This resume is not a complete listing of all cases in which LCHB has been appointed class
21 counsel or otherwise counsel of record.

22 4. The firm has substantial class action experience. LCHB repeatedly has been
23 recognized as one of the top plaintiffs’ law firms in the country. For example, U.S. News and
24 Best Lawyers named LCHB to its 2017 “Mass Tort Litigation/Class Actions – Plaintiffs”
25 National Tier 1 list, and its 2017 Product Liability Litigation San Francisco Tier 1 lists, among
26 other designations. In July 2016, Law360 named LCHB one of the top 50 litigation firms in the
27 United States, and further recognized the firm as one of “5 Small(er) But Mighty Litigation
28 Powerhouses.” In December 2015, U.S. News and Best Lawyers selected LCHB as its 2016

1 “Law Firm of the Year” in the category of “Mass Tort Litigation/Class Actions – Plaintiff.” In
2 November 2015, Benchmark Litigation gave LCHB its highest ranking for law firms with
3 California offices, and Law360 chose the firm as one of the nation’s “Most Feared” Plaintiffs’
4 Firms of 2015. The National Law Journal has recognized LCHB as one of the nation’s top
5 plaintiffs’ law firms for over a dozen years, and we have been named to its Plaintiffs’ Hot List
6 Hall of Fame.

7 5. LCHB has extensive experience in the litigation, trial, and settlement of class
8 actions in complex consumer fraud and product defect cases. Cases in which LCHB has served
9 as Class Counsel include:

10 a. *In re Volkswagen “Clean Diesel” Marketing, Sales Practices, and*
11 *Products Liability Litigation*, MDL 2672 CRB (JSC) (N.D. Cal.) (nationwide \$14.7 billion
12 settlement involving diesel engine emissions fraud; final approval granted in October 2016);

13 b. *In re Whirlpool Corporation Front-Loading Washer Products Liability*
14 *Litigation*, MDL No. 2001 (N.D. Ohio) (nationwide settlement involving front-loading washers
15 alleged to develop mold, odor, and biofilm; preliminary approval granted in 2016);

16 c. *In re Sears Roebuck and Co. Front-Loading Washer Products Liability*
17 *Litigation (CCU Claims)*, No. 06 C 7023 (N.D. Ill.) (nationwide settlement involving front-load
18 washers alleged to incorporate defective central control unit; final approval granted in 2016);

19 d. *Tait, et al. v. BSH Home Appliances Corporation*, No. SACV10-711 DOC
20 (ANx) (C.D. Cal.) (nationwide settlement involving defective washing machines; final approval
21 granted in 2015);

22 e. *United Desert Charities, et al. v. Sloan Valve Company, et al.*, No. CV12-
23 06878 SJO (SHx) (C.D. Cal.) (nationwide settlement involving defective toilets; final approval
24 granted in 2014);

25 f. *Arthur, et al. v. Sallie Mae, Inc.*, No. C10-0198 JLR (W.D. Wash.)
26 (nationwide settlement in Telephone Consumer Protection Act class action; final approval granted
27 in 2012);
28

1 g. *McLennan, et al. v. LG Electronics USA, Inc.*, No. 2:10-cv-03604-WJM-
2 MF (D.N.J.) (nationwide settlement involving defective refrigerators; final approval granted in
3 2012);

4 h. *In re Mercedes-Benz Tele Aid Contract Litigation*, MDL No. 1914 (D.N.J.)
5 (nationwide litigation class certified and Rule 23(f) and Rule 1292(b) appeals defeated in case
6 involving Mercedes' alleged deception relating to its Tele Aid service; nationwide settlement
7 class; final approval granted in 2011);

8 i. *Glenz, et al. v. Sharp Electronics Corp.*, No. 2:08-cv-03652-FSH-MAS
9 (D.N.J.) (nationwide settlement class involving defective projector bulbs; final approval granted
10 2011);

11 j. *Carideo, et al. v. Dell, Inc.*, No. C06-1772 JLR (W.D. Wash.) and
12 *Omstead, et al. v. Dell, Inc.*, No. C06-6293 PJH (N.D. Cal.) (nationwide settlement class involving
13 computer defect; final approval granted in 2010);

14 k. *Ross v. Trex Company, Inc.*, No. 09-cv-00670 JF (N.D. Cal.) (nationwide
15 partial settlement class involving defective composite decking; final approval granted in 2010);

16 l. *Fulford v. Logitech, Inc.*, No. 08-cv-02041 MMC (N.D. Cal.) (nationwide
17 settlement class involving false advertising claims related to remote controls; final approval
18 granted in 2010);

19 m. *Cartwright v. Viking Industries, Inc.*, No. 2:07-cv-2159-FCD-EFB
20 (E.D. Cal.) (California class involving defective windows; final approval granted in 2010);

21 n. *Create-a-Card v. Intuit*, No. CV-07-6452 WHA (N.D. Cal.) (nationwide
22 settlement class involving faulty computer code; final approval granted in 2009);

23 o. *Pelletz v. Weyerhaeuser Company and Advanced Environmental*
24 *Technologies, Inc.*, No. C08-0334 JCC (W.D. Wash.) (nationwide settlement class involving
25 defective composite decking; final approval granted in 2009);

26 p. *Grays Harbor Adventist Christian School v. Carrier Corporation*, No.
27 CV05-5437 (W.D. Wash.) (Washington litigation class involving defective furnaces certified;
28 nationwide settlement class; final approval granted in 2008);

1 q. *Weekend Warrior Trailer Cases*, Judicial Coordination Proceeding No.
2 4455 (Orange County, CA) (nationwide settlement class involving defective recreational trailers;
3 final approval granted in 2008);

4 r. *Richina v. Maytag Corp.*, Case No. CV025202 (San Joaquin County,
5 California) (California settlement class involving defective oven panels; final approval granted in
6 2007);

7 s. *Lundell v. Dell, Inc.*, No. C05-3970 JW/RS (N.D. Cal.) (nationwide
8 settlement class involving defective computers; final approval granted in 2006);

9 t. *Kan v. Toshiba America Information Systems, Inc.*, No. BC327273 (Los
10 Angeles County, California) (nationwide settlement class involving defective computers; final
11 approval granted in 2006);

12 u. *Foothill/De Anza Community College District v. Northwest Pipe Co., et al.*,
13 No. CV-00-20749-JF/EAI (N.D. Cal.) (nationwide litigation and settlement class action involving
14 defective fire sprinkler pipe; final approval granted in 2004);

15 v. *Behr Wood Sealant Cases*, JCCP Nos. 4132 & 4138 (San Joaquin County,
16 California) (nationwide settlement class involving defective wood sealant; final approval granted
17 in 2003);

18 w. *ABS Pipe Cases II*, JCCP No. 3126 (Contra Costa County, California)
19 (nationwide settlement classes involving defective plumbing pipe; final approval granted in 1998
20 through 2001);

21 x. *Richison v. American Cemwood Corp.*, Civil Action No. 005532 (San
22 Joaquin County, California) (nationwide litigation class involving defective shingles certified and
23 upheld on writ review; nationwide settlement classes final approval granted in 2000 and 2003);

24 y. *Williams v. Weyerhaeuser Co.*, Civil Action No. 995787 (San Francisco
25 County, California) (California litigation class involving defective siding certified in 1999;
26 nationwide settlement class final approval granted in 2000);
27
28

1 z. *Delay v. Hurd Millwork Co.*, No. 972-073710 (Spokane County,
2 Washington) (multi-state settlement class involving defective windows; final approval granted in
3 1998);

4 aa. *Naef v. Masonite*, No. CV-94-4033 (Mobile County, Alabama) (nationwide
5 litigation class certified in 1995, nationwide settlement class involving defective siding final
6 approval granted in 1998);

7 bb. *Bettner v. Georgia-Pacific*, No. CV-95-3330-RGK (Mobile County,
8 Alabama) (nationwide settlement class involving defective siding; final approval granted in
9 1998);

10 cc. *In re: Louisiana-Pacific Co. Inner-Seal Siding Litigation*, No. CV-95-879
11 JO-LEAD (U.S.D.C. Oregon) (nationwide settlement class involving defective siding; final
12 approval granted in 1996); and

13 dd. *Cox v. Shell*, Civil No. 18,844 (Obion County, Tennessee) (nationwide
14 settlement class involving defective polybutylene pipes; final approval granted in 1995).

15 6. All of the defective products cases described in paragraph 5 above have resulted in
16 court-approved class action settlements, with a combined total recovery for class members
17 exceeding \$12 billion in cash, plus other relief. LCHB's experience in these cases, as well as in
18 the cases included in LCHB's firm resume, has provided firm members such as myself with the
19 requisite expertise in the legal, factual, management, notice, and administration issues that
20 characterize product defect and consumer class actions.

21 **B. Qualifications and Experience**

22 7. I graduated *cum laude* from NYU School of Law in 1987 where I was admitted to
23 the Order of the Coif and served as an articles editor on the *NYU Law Review*. I then clerked for
24 Judge Stephen Reinhardt of the Ninth Circuit Court of Appeals. For the next five years, from
25 1988 to 1993, I worked as an Assistant Federal Public Defender for the Northern District of
26 California. Since 1994, I have worked at LCHB, where my practice is focused on class action
27 and complex litigation.
28

1 8. I have extensive experience in litigating class actions, including economic injury
2 product defect class actions such as this one. I have served as court-appointed class counsel in
3 more than 30 cases in numerous courts throughout the country, many involving allegedly
4 defective products, and have served as court-appointed lead or co-lead counsel in numerous
5 actions coordinated by the Judicial Panel on Multi-District Litigation and the Judicial Council of
6 California.

7 9. Over the years, I have been recognized by several publications and by my peers for
8 my work. For example, I have twice been awarded *California Lawyer Magazine's* Attorney of
9 the Year (CLAY) award, in 2008 and in 2010, and have been a finalist for the California
10 Consumer Attorney of the Year (2007, 2010, 2014, and 2015) by the Consumer Attorneys of
11 California. From 2004 to 2016, I have been recognized each year by *Law & Politics* magazine as
12 a Northern California Super Lawyer in the field of class actions. I have also been named a
13 California Litigation Star by Benchmark Litigation from 2013 to 2015.

14 **C. LCHB's Role in Prosecuting and Settling this Case**

15 10. Together with my co-counsel David Birka-White, I have personally overseen all of
16 the legal work performed by Class Counsel in this case since LCHB entered an appearance.

17 11. In prosecuting this litigation on behalf of the Class, my colleagues and I engaged
18 in vigorous discovery and motion practice. We served 176 requests for production of documents
19 and 25 interrogatories; responded to 77 requests for production and over 20 interrogatories;
20 reviewed a substantial portion of the over 580,000 pages of documents that were produced by
21 Defendants; retained eight expert witnesses who produced 12 expert reports; coordinated the
22 expert inspection of over 1,200 installed solar panels and hundreds of other solar panels stored at
23 a hazardous waste facility; and took eight fact witness depositions (including corporate
24 representatives from each defendant) and four expert depositions. Additionally, we briefed
25 numerous motions to compel, opposed four *Daubert* challenges, and fully briefed the motion for
26 class certification.

27 12. My colleagues and I also played a lead role in negotiating and finalizing the
28 Settlement Agreement, and securing its preliminary approval by the Court. It took three days of

1 mediation over the course of a month to reach a settlement in principle. Thereafter, we spent
2 almost six months negotiating an unusually detailed settlement agreement and claims protocol,
3 and selection of the claims administrator, special master, and notice provider. On several
4 occasions, it appeared as though settlement talks might break down.

5 13. Since the parties entered the Settlement, LCHB has worked with co-counsel to
6 gain approval from the Court and implement the Settlement. Class Counsel spent substantial time
7 preparing the settlement papers and notice documents, working with the independent notice
8 provider, responding to Class member inquiries, and drafting the papers in support of preliminary
9 approval.

10 14. Working with co-counsel, LCHB continues to oversee administration of the notice
11 and claims program consistent with the Court's orders, in order to ensure a just and efficient
12 outcome for Class members. We will continue to do so as long as the Settlement is active, which
13 it could be for many years to come. I expect that LCHB will contribute significant additional
14 lawyer hours and costs to that effort.

15 15. My firm and our fellow Class Counsel litigated this case on a purely contingent
16 basis, foregoing other work in order to handle this complex matter with no guarantee of recovery.
17 While Class Counsel request attorneys' fees as a percentage of the common fund, for the Court's
18 reference, I report LCHB's summary time, lodestar, and costs incurred in and attributable to this
19 litigation. All LCHB time-keepers are required to record their time in 6-minute increments,
20 regularly and contemporaneously.

21 16. The hourly rates charged by LCHB fall within the range of market rates charged
22 by attorneys of equivalent experience, skill, and expertise. LCHB's rates reflect the market rates
23 in the markets within which LCHB's primary offices are located and from which this matter has
24 been handled: San Francisco, New York, and Nashville. LCHB's hourly rates are negotiated with
25 and are paid on an hourly basis by sophisticated commercial entities, including BlackRock (f/k/a
26 Merrill Lynch Mutual Funds) and Charles Schwab & Co., Inc. Except in rare circumstances,
27 LCHB does not bill at different rates for different clients or different types of cases. These rates
28

1 are regularly approved by Courts throughout the United States, as summarized in the
2 accompanying fee motion.

3 17. According to the firm's time records, LCHB had invested 6,178.90 hours on behalf
4 of the Class through October 28, 2016, including 4,679.2 hours of attorney time, and 1,499.7
5 hours of paralegal and other professional support staff time. At LCHB's customary and Court-
6 approved rates, the resulting lodestar is \$3,007,342.50. A summary of my firm's lodestar is
7 attached as Exhibit B. In addition to my work overseeing the prosecution of the case, I was
8 assisted by experienced attorneys and staff at my firm. LCHB partner Nimish R. Desai has been
9 with the firm for 10 years and has overseen numerous complex cases over that time, including
10 class cases. He helped manage the case on a daily basis, including fact discovery, meet and
11 confer efforts with defense counsel, fact depositions, preparing and defending Plaintiffs' experts,
12 deposing defense experts, the class certification motion and related *Daubert* challenges,
13 mediation and settlement, and the settlement approval process. Fifth-year associate John
14 Spragens assisted with key document discovery issues, drafting and responding to extensive
15 written discovery, overseeing all document review, preparing for and assisting with key
16 depositions (including deposing Home Depot's corporate witness), and participating in discovery
17 and class certification briefing. Staff attorneys Phi Anh Nguyen and Seth Cronin-Wilson aided
18 with deposition preparation, crafting and executing targeted searches in Defendants' document
19 production, investigating and reporting on factual issues necessary for class certification briefing,
20 and document review. Finally, LCHB's paralegals and litigation support staff ensured putative
21 Class member inquiries were handled expeditiously, communicated with Class Members
22 regarding declarations in support of the class certification motion, assisted with deposition
23 preparation and case organization, and assisted with uploading, maintaining, and assessing
24 Defendants' electronic discovery.

25 18. In addition to attorney time, LCHB spent \$466,952.42 in connection with the
26 investigation, prosecution and settlement of this case, including for expert witness fees, electronic
27 discovery, depositions, legal research, filing and fees, photocopies, faxes, mail, telephone calls,
28 and paying other court fees. The expenses are presented in summary form in Exhibit C. All of

1 these expenses were reasonably and necessarily incurred in Class Counsel's efforts to prosecute
2 the Class claims. The expenses here are in line with expenses LCHB has incurred in the countless
3 other complex class action lawsuits it has successfully prosecuted, and are the type typically
4 billed by attorneys to clients.

5 19. Combined, LCHB and the Birka-White Law Office have invested in this litigation
6 as follows: 12,610.6 hours, \$7,246,378.50 in lodestar, and \$647,536.97 in costs. As noted
7 previously, I expect each of these numbers will increase over the many years the Settlement is
8 active, meaning that any multiplier that Class Counsel receive on their lodestar will decrease over
9 time.

10 20. Based on my experience and in my professional opinion, the Settlement is fair,
11 adequate, reasonable, and in the best interests of the Class.

12 21. My colleagues and I have conferred with all of the Class representatives and they
13 also support the Settlement. In my view, the Class Representative service awards are modest and
14 fair compensation for the services rendered. The Class Representatives in this case actively
15 participated in the litigation and resolution process, as outlined in more detail in Mr. Birka-
16 White's declaration.

17 I declare under penalty of perjury under the laws of the United States that the foregoing is
18 true and correct.

19 Executed on November 3, 2016, at San Francisco, California.

20 By: /s/ Robert J. Nelson

EXHIBIT A

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FIRM PROFILE:

Lieff Cabraser Heimann & Bernstein, LLP, is a seventy-attorney, AV-rated law firm founded in 1972 with offices in San Francisco, New York, Nashville, and Seattle. We have a diversified practice, successfully representing plaintiffs in the fields of personal injury and mass torts, securities and financial fraud, employment discrimination and unlawful employment practices, product defect, consumer protection, antitrust and intellectual property, environmental and toxic exposures, False Claims Act, digital privacy and data security, and human rights. Our clients include individuals, classes or groups of persons, businesses, and public and private entities.

Lieff Cabraser has served as Court-appointed Plaintiffs' Lead or Class Counsel in state and federal coordinated, multi-district, and complex litigation throughout the United States. With co-counsel, we have represented clients across the globe in cases filed in American courts.

Lieff Cabraser is among the largest firms in the United States that only represent plaintiffs. Described by *The American Lawyer* as "one of the nation's premier plaintiffs' firms," Lieff Cabraser enjoys a national reputation for professional integrity and the successful prosecution of our clients' claims. We possess sophisticated legal skills and the financial resources necessary for the handling of large, complex cases, and for litigating against some of the nation's largest corporations. We take great pride in the leadership roles our firm plays in

many of this country's major cases, including those resulting in landmark decisions and precedent-setting rulings.

Lieff Cabraser has litigated and resolved thousands of individual lawsuits and hundreds of class and group actions, including some of the most important civil cases in the United States over the past four decades. We have assisted our clients in recovering over \$101 billion in verdicts and settlements. Twenty-seven cases were resolved for over \$1 billion; another 42 have resulted in verdicts or settlements at or in excess of \$100 million.

The National Law Journal has recognized Lieff Cabraser as one of the nation's top plaintiffs' law firms for fourteen years, including for 2016, and we are a member of its Plaintiffs' Hot List Hall of Fame. In compiling the list, *The National Law Journal* examines recent verdicts and settlements and looks for firms "representing the best qualities of the plaintiffs' bar and that demonstrated unusual dedication and creativity." In 2014, *The National Law Journal* further recognized Lieff Cabraser as one of the 50 Leading Plaintiffs Firms in America.

U.S. News and Best Lawyers have selected Lieff Cabraser as a national "Law Firm of the Year" each year the publications have given this award to law firms. For 2011, 2012, 2014, and 2015, we were recognized in the category of Mass Torts Litigation/Class Actions – Plaintiffs. For 2013, the publications selected our firm as the nation's premier plaintiffs' law firm in the category of Employment Law – Individuals. For 2016, we were again recognized in the category of Mass Torts Litigation/Class Actions – Plaintiffs. Only one law firm in each practice area receives the "Law Firm of the Year" designation.

In 2016, *Law360* selected Lieff Cabraser as one of the Top 50 Law Firms Nationwide for Litigation. This "Litigation Powerhouse" distinction was further extended to include our firm as the first among five elite "Small(er) But Mighty" litigation heavyweights with fewer than 200 attorneys, victorious in case after case "against some of the largest and strongest defense law firms in the world." The publication separately noted that our firm "persists as a formidable agency of change, producing world class legal work against some of the most powerful corporate players in the world today."

Also in 2016, *Benchmark Litigation* named Lieff Cabraser to its "Top 10 Plaintiff Firms in America" list.

CASE PROFILES:

I. Personal Injury and Products Liability Litigation

A. Current Cases

1. ***In re Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Products Liability Litigation***, MDL No. 2151 (C.D. Cal.). Lieff Cabraser serves as Co-Lead Counsel for the plaintiffs in the Toyota injury cases in federal court representing individuals injured, and families of loved ones who died, in Toyota unintended acceleration accidents. The complaints charge that Toyota took no action despite years

of complaints that its vehicles accelerated suddenly and could not be stopped by proper application of the brake pedal. The complaints further allege that Toyota breached its duty to manufacture and sell safe automobiles by failing to incorporate a brake override system and other readily available safeguards that could have prevented unintended acceleration.

In December 2013, Toyota announced its intention to begin to settle the cases. In 2014, Lief Cabraser played a key role in turning Toyota's intention into a reality through assisting in the creation of an innovative resolution process that has settled scores of cases in streamlined, individual conferences. The settlements are confidential. Before Toyota agreed to settle the litigation, plaintiffs' counsel overcame significant hurdles in the challenging litigation. In addition to defeating Toyota's motion to dismiss the litigation, Lief Cabraser and co-counsel demonstrated that the highly-publicized government studies that denied unintended acceleration, or attributed it to mechanical flaws and driver error, were flawed and erroneous.

2. ***Individual General Motors Ignition Switch Defect Injury Lawsuits.*** Lief Cabraser represents over 100 persons injured nationwide, and families of loved ones who died, in accidents involving GM vehicles sold with a defective ignition switch. Without warning, the defect can cause the car's engine and electrical system to shut off, disabling the air bags. For over a decade GM was aware of this defect and failed to inform government safety regulators and public. The defect has been has been implicated in the deaths of over 300 people in crashes where the front air bags did not deploy. On August 15, 2014, U.S. District Court Judge Jesse M. Furman appointed Elizabeth J. Cabraser as Co-Lead Plaintiffs' Counsel in the GM ignition switch litigation in federal court.

3. ***Injury and Death Lawsuits Involving Wrongful Driver Conduct and Defective Tires, Transmissions, Cars and/or Vehicle Parts (Seat Belts, Roof Crush, Defective seats, and Other Defects).*** Lief Cabraser has an active practice prosecuting claims for clients injured, or the families of loved ones who have died, by wrongful driver conduct and by unsafe and defective vehicles, tires, restraint systems, seats, and other automotive equipment. We also represent clients in actions involving fatalities and serious injuries from tire and transmission failures as well as rollover accidents (and defective roofs, belts, seat back and other parts) as well as defective transmissions and/or shifter gates that cause vehicles to self-shift from park or false park into reverse. Our attorneys have received awards and recognition from California Lawyer magazine (Lawyer of the Year Award), the Consumer Attorneys of California, and the San Francisco Trial

Lawyers Association for their dedication to their clients and outstanding success in vehicle injury cases.

4. ***In re Engle Cases***, No. 3:09-cv-10000-J-32 JBT (M.D. Fl.). Lieff Cabraser represents Florida smokers, and the spouses and families of loved ones who died, in litigation against the tobacco companies for their 50-year conspiracy to conceal the hazards of smoking and the addictive nature of cigarettes.

On February 25th, 2015, a settlement was announced of more than 400 Florida smoker lawsuits against the major cigarette companies Philip Morris USA Inc., R.J. Reynolds Tobacco Company, and Lorillard Tobacco Company. As a part of the settlement, the companies will collectively pay \$100 million to injured smokers or their families.

Lieff Cabraser attorneys tried over 20 cases in Florida federal court against the tobacco industry on behalf of individual smokers or their estates, and with co-counsel obtained over \$105 million in judgments for our clients. Two of the jury verdicts Lieff Cabraser attorneys obtained in the litigation were ranked by *The National Law Journal* as among the Top 100 Verdicts of 2014.

5. ***In re Takata Airbag Litigation***, MDL No. 2599 (S.D. Fl.). Lieff Cabraser serves on the Plaintiffs' Steering Committee in the national litigation against Takata Corporation. Nearly 34 million vehicles, mostly manufactured prior to 2009, have been recalled worldwide due to defective and dangerous airbags manufactured by Japanese-based Takata Corporation. This is the largest automotive recall in U.S. history. At least six deaths and more than 100 injuries have been linked to the airbag defect. The recalled Takata airbags contain a propellant that may cause the airbag to explode upon impact in an accident, shooting out metal debris from the casing towards drivers and passengers. The complaints charge that the company knew of defects in its airbags a decade ago, after conducting secret tests of the products that showed dangerous flaws. Rather than alert federal safety regulators to these risks, Takata allegedly ordered its engineers to delete the test data.
6. ***Stryker Metal Hip Implant Litigation***. Lieff Cabraser represents over 60 hip replacement patients nationwide who received the recalled Stryker Rejuvenate and ABG II modular hip implant systems. Wendy Fleishman serves on the Plaintiffs' Lead Counsel Committee of the multidistrict litigation cases. These patients have suffered tissue damage and have high metal particle levels in their blood stream. For many patients, the Stryker hip implant failed necessitating painful revision surgery to extract and replace the artificial hip.

On November 3, 2014, a settlement was announced in the litigation against Stryker Corporation for the recall of its Rejuvenate and ABG II artificial hip implants. Under the settlement, Stryker will provide a base payment of \$300,000 to patients that received the Rejuvenate or ABG II hip systems and underwent revision surgery by November 3, 2014, to remove and replace the devices. Stryker's liability is not capped. It is expected that the total amount of payments under the settlement will far exceed \$1 billion dollars. Payments under the settlement program are projected for disbursement at the end of 2015.

7. ***In re Actos (Pioglitazone) Products Liability Litigation***, MDL No. 2299. Loeff Cabraser represents 90 diabetes patients who developed bladder cancer after exposure to the prescription drug pioglitazone, sold as Actos by Japan-based Takeda Pharmaceutical Company and its American marketing partner, Eli Lilly.

Loeff Cabraser is a member of the Plaintiffs' Steering Committee in the Actos MDL. In 2014, Loeff Cabraser served on the trial team in the case of *Allen v. Takeda*, working closely with lead trial counsel in federal court in Louisiana. The jury awarded \$9 billion in punitive damages, finding that Takeda and Lilly failed to adequately warn about the bladder cancer risks of Actos and had acted with wanton and reckless disregard for patient safety. The trial judge reduced the punitive damage award but upheld the jury's findings of misconduct, and ruled that a multiplier of 25 to 1 for punitive damages was justified.

In April 2015, Takeda agreed to settle all bladder cancer claims brought by Type 2 diabetes patients who took Actos prior to December 1, 2011 and who were diagnosed with bladder cancer on or before April 28, 2015 and were represented by counsel by May 1, 2015. The settlement amount is \$2.4 billion. Average payments of about \$250,000 per person will be increased for more severe injuries.

8. ***Fen-Phen ("Diet Drugs") Litigation***. Since the recall was announced in 1997, Loeff Cabraser has represented individuals who suffered injuries from the "Fen-Phen" diet drugs fenfluramine (sold as Pondimin) and/or dexfenfluramine (sold as Redux). We served as counsel for the plaintiff who filed the first nationwide class action lawsuit against the diet drug manufacturers alleging that they had failed to adequately warn physicians and consumers of the risks associated with the drugs. In *In re Diet Drugs (Phentermine / Fenfluramine / Dexfenfluramine) Products Liability Litigation*, MDL No. 1203 (E.D. Pa.), the Court appointed Elizabeth J. Cabraser to the Plaintiffs' Management Committee which organized and directed the Fen-Phen diet drugs litigation in federal court. In August 2000, the Court approved a \$4.75 billion settlement offering both medical monitoring relief for

persons exposed to the drug and compensation for persons with qualifying damage. We represented over 2,000 persons that suffered valvular heart disease, pulmonary hypertension or other problems (such as needing echocardiogram screening for damage) due to and/or following exposure to Fen-Phen and obtained more than \$350 million in total for clients in individual cases and/or claims. We continue to represent persons who suffered valvular heart disease due to Fen-Phen and received compensation under the Diet Drugs Settlement who now require heart valve surgery. These persons may be eligible to submit a new claim and receive additional compensation under the settlement.

9. ***DePuy Metal Hip Implants Litigation.*** Lief Cabraser represents nearly 200 patients nationwide who received the ASR XL Acetabular and ASR Hip Resurfacing systems manufactured by DePuy Orthopedics, a unit of Johnson & Johnson. In 2010, DePuy Orthopedics announced the recall of its all-metal ASR hip implants, which were implanted in approximately 40,000 U.S. patients from 2006 through August 2010. The complaints allege that DePuy Orthopedics was aware its ASR hip implants were failing at a high rate, yet continued to manufacture and sell the device. In January 2011, in *In re DePuy Orthopaedics, Inc. ASR Hip Implant Products*, MDL No. 2197, the Court overseeing all DePuy recall lawsuits in federal court appointed Lief Cabraser attorney Wendy R. Fleishman to the Plaintiffs' Steering Committee for the organization and coordination of the litigation. In July 2011, in the coordinated proceedings in California state court, the Court appointed Lief Cabraser attorney Robert J. Nelson to serve on the Plaintiffs' Steering Committee. In 2013, Johnson & Johnson announced its agreement to pay at least \$2.5 billion to resolve thousands of defective DePuy ASR hip implant lawsuits. Under the settlement, J&J offers to pay a base award of \$250,000 to U.S. citizens and residents who are more than 180 days from their hip replacement surgery, and prior to August 31, 2013, had to undergo revision surgery to remove and replace their faulty DePuy hip ASR XL or ASR resurfacing hip. The \$250,000 base award payment will be adjusted upward or downward depending on medical factors specific to each patient. We also represent nearly 100 patients whose DePuy Pinnacle artificial hip with the metal insert, called the Ultamet metal liner, has prematurely failed.

10. ***Mirena Litigation.*** A widely-used, plastic intrauterine device (IUD) that releases a hormone into the uterus to prevent pregnancy, Mirena is manufactured by Bayer Healthcare Pharmaceuticals. Lief Cabraser represents patients who have suffered serious injuries linked to the IUD. These injuries include uterine perforation (the IUD tears through the cervix or the wall of the uterus), ectopic pregnancy (when the embryo implants outside the uterine cavity), pelvic infections and pelvic inflammatory disease, and thrombosis (blood clots).

11. ***Birth Defects Litigation.*** Lieff Cabraser represents children and their parents who have suffered birth defects as a result of problematic pregnancies and improper medical care, improper prenatal genetic screening, ingestion by the mother of prescription drugs during pregnancy which had devastating effects on their babies. These birth defects range from heart defects, physical malformations, and severe brain damage associated with complex emotional and developmental delays. Taking of antidepressants during pregnancy has been linked to multiple types of birth defects, neonatal abstinence syndrome from experiencing withdrawal of the drug, and persistent pulmonary hypertension of the newborn (PPHN).
12. ***Vaginal Surgical Mesh Litigation.*** Lieff Cabraser represents more than 300 women nationwide who have been seriously injured as a result of polypropylene vaginal surgical mesh implantation as a treatment for pelvic organ prolapse or stress urinary incontinence. Manufactured by Johnson & Johnson, Boston Scientific, AMS, Bard, Caldera, Coloplast, and others, these products have been linked to serious side effects including erosion into the vaginal wall or other organs, infection, internal organ damage, and urinary problems. As of early 2016, we are in all phases of litigation and settlement on these cases.
13. ***Xarelto Litigation.*** We represent patients prescribed Xarelto sold in the U.S. by Janssen Pharmaceuticals, a subsidiary of Johnson & Johnson. The complaints charge that Xarelto, approved to prevent blood clots, is a dangerous and defective drug because it triggers in certain patients uncontrolled bleeding and other life-threatening complications. Unlike Coumadin, an anti-clotting drug approved over 50 years ago, the concentration of Xarelto in a patient's blood cannot be reversed in the case of overdose or other serious complications. If a Xarelto patient has an emergency bleeding event -- such as from a severe injury or major brain or GI tract bleeding -- the results can be fatal.
14. ***Benicar Litigation.*** We represent patients prescribed the high blood pressure medication Benicar who have experienced chronic diarrhea with substantial weight loss, severe gastrointestinal problems, and the life-threatening conditions of sprue-like enteropathy and villous atrophy in litigation against Japan-based Daiichi Sankyo, Benicar's manufacturer, and Forest Laboratories, which marketed Benicar in the U.S.

The complaints allege that Benicar was insufficiently tested and not accompanied by adequate instructions and warnings to apprise consumers of the full risks and side effects associated with its use. Plaintiffs recently filed motions to compel defense to produce additional discovery. The judge ruled with plaintiffs in the fall of 2015, and discovery is ongoing.

15. ***Risperdal Litigation.*** In 2013, Johnson & Johnson and its subsidiary Janssen Pharmaceuticals, the manufacture of the antipsychotic prescription drugs Risperdal and Invega, entered into a \$2.2 billion settlement with the U.S. Department of Justice for over promoting the drugs. The government alleged that J&J and Janssen knew Risperdal triggered the production of prolactin, a hormone that stimulates breast development (gynecomastia) and milk production.

We represent parents whose sons developed abnormally large breasts while prescribed Risperdal and Invega in lawsuits charging that Risperdal is a defective and dangerous prescription drug and seeking monetary damages for the mental anguish and physical injuries the young men suffered. As of 2016, we are still filing new Risperdal cases in federal court in the Central District of California.

16. ***Power Morcellators Litigation.*** We represent women who underwent a hysterectomy (the removal of the uterus) or myomectomy (the removal of uterine fibroids) in which a laparoscopic power morcellator was used. In November 2014, the FDA warned surgeons that they should avoid the use of laparoscopic power morcellators for removing uterine tissue in the vast majority of cases due to the risk of the devices spreading unsuspected cancer. Based on current data, the FDA estimates that 1 in 350 women undergoing hysterectomy or myomectomy for the treatment of fibroids have an unsuspected uterine sarcoma, a type of uterine cancer that includes leiomyosarcoma.

17. ***In re New England Compounding Pharmacy Inc. Products Liability Litigation,*** MDL No. 2419. Lief Cabraser represents patients injured or killed by a nationwide fungal meningitis outbreak in 2012. More than 14,000 patients across the U.S. were injected with a contaminated medication that caused the outbreak. The New England Compounding Center ("NECC") in Framingham, Massachusetts, manufactured and sold the drug – an epidural steroid treatment designed to relieve back pain. The contaminated steroid was sold to patients at a number of pain clinics. Nearly 800 patients developed fungal meningitis, and more than 70 patients died.

Lief Cabraser is a member of the Plaintiffs' Steering Committee in the multi-district litigation, and our attorneys act as federal-state liaison counsel. In May 2015, the U.S. Bankruptcy Court approved a \$200 million partial settlement for victims of the outbreak. Bellwether trials against remaining defendants have been set for 2016. Lief Cabraser is expected to play a lead role in the bellwether trials.

18. ***Yaz and Yasmin Litigation.*** Lief Cabraser represents women prescribed Yasmin and Yaz oral contraceptives who suffered blood clots, deep vein thrombosis, strokes, and heart attacks, as well as the families of

loved ones who died suddenly while taking these medications. The complaints allege that Bayer, the manufacturer of Yaz and Yasmin, failed to adequately warn patients and physicians of the increased risk of serious adverse effects from Yasmin and Yaz. The complaints also charge that these oral contraceptives posed a greater risk of serious side effects than other widely available birth control drugs.

B. Successes

1. ***Multi-State Tobacco Litigation***. Loeff Cabraser represented the Attorneys General of Massachusetts, Louisiana and Illinois, several additional states, and 21 cities and counties in California, in litigation against Philip Morris, R.J. Reynolds and other cigarette manufacturers. The suits were part of the landmark \$206 billion settlement announced in November 1998 between the tobacco industry and the states' attorneys general. The states, cities and counties sought both to recover the public costs of treating smoking-related diseases and require the tobacco industry to undertake extensive modifications of its marketing and promotion activities in order to reduce teenage smoking. In California alone, Loeff Cabraser's clients were awarded an estimated \$12.5 billion to be paid through 2025.

2. ***In re Vioxx Products Liability Litigation***, MDL No. 1657 (E.D. La.). Loeff Cabraser represented patients who suffered heart attacks or strokes, and the families of loved ones who died, after having been prescribed the arthritis and pain medication Vioxx. In individual personal injury lawsuits against Merck, the manufacturer of Vioxx, our clients allege that Merck falsely promoted the safety of Vioxx and failed to disclose the full range of the drug's dangerous side effects. In April 2005, in the federal multidistrict litigation, the Court appointed Elizabeth J. Cabraser to the Plaintiffs' Steering Committee, which has the responsibility of conducting all pretrial discovery of Vioxx cases in federal court and pursuing all settlement options with Merck. In August 2006, Loeff Cabraser was co-counsel in *Barnett v. Merck*, which was tried in the federal court in New Orleans. Loeff Cabraser attorneys Don Arbitblit and Jennifer Gross participated in the trial, working closely with attorneys Mark Robinson and Andy Birchfield. The jury reached a verdict in favor of Mr. Barnett, finding that Vioxx caused his heart attack, and that Merck's conduct justified an award of punitive damages. In November 2007, Merck announced it had entered into an agreement with the executive committee of the Plaintiffs' Steering Committee as well as representatives of plaintiffs' counsel in state coordinated proceedings. Merck paid \$4.85 billion into a settlement fund for qualifying claims.

3. ***In re Silicone Gel Breast Implants Products Liability Litigation***, MDL No. 926 (N.D. Ala.). Loeff Cabraser served on the

Plaintiffs' Steering Committee and was one of five members of the negotiating committee which achieved a \$4.25 billion global settlement with certain defendants of the action. This was renegotiated in 1995, and is referred to as the Revised Settlement Program ("RSP"). Over 100,000 recipients have received initial payments, reimbursement for the explanation expenses and/or long term benefits.

4. ***Sulzer Hip and Knee Prosthesis Liability Litigation.*** In December 2000, Sulzer Orthopedics, Inc., announced the recall of approximately 30,000 units of its Inter-Op Acetabular Shell Hip Implant, followed in May 2001 with a notification of failures of its Natural Knee II Tibial Baseplate Knee Implant. In coordinated litigation in California state court, *In re Hip Replacement Cases*, JCCP 4165, Lief Cabraser served as Court-appointed Plaintiffs' Liaison Counsel and Co-Lead Counsel. In the federal litigation, *In re Sulzer Hip Prosthesis and Knee Prosthesis Liability Litigation*, MDL No. 1410, Lief Cabraser played a significant role in negotiating a revised global settlement of the litigation valued at more than \$1 billion. The revised settlement, approved by the Court in May 2002, provided patients with defective implants almost twice the cash payment as under an initial settlement. On behalf of our clients, Lief Cabraser objected to the initial settlement.
5. ***In re Bextra/Celebrex Marketing Sales Practices and Products Liability Litigation***, MDL No. 1699 (N.D. Cal.). Lief Cabraser served as Plaintiffs' Liaison Counsel and Elizabeth J. Cabraser chaired the Plaintiffs' Steering Committee (PSC) charged with overseeing all personal injury and consumer litigation in federal courts nationwide arising out of the sale and marketing of the COX-2 inhibitors Bextra and Celebrex, manufactured by Pfizer, Inc. and its predecessor companies Pharmacia Corporation and G.D. Searle, Inc.

Under the global resolution of the multidistrict tort and consumer litigation announced in October 2008, Pfizer paid over \$800 million to claimants, including over \$750 million to resolve death and injury claims.

In a report adopted by the Court on common benefit work performed by the PSC, the Special Master stated:

[L]eading counsel from both sides, and the attorneys from the PSC who actively participated in this litigation, demonstrated the utmost skill and professionalism in dealing with numerous complex legal and factual issues. The briefing presented to the Special Master, and also to the Court, and the development of evidence by both sides was exemplary. The Special Master particularly wishes to recognize that leading counsel for both sides worked extremely hard to minimize disputes, and when

they arose, to make sure that they were raised with a minimum of rancor and a maximum of candor before the Special Master and Court.

6. ***In re Guidant Implantable Defibrillators Products Liability Litigation***, MDL No. 1708. Lief Cabraser serves on the Plaintiffs' Lead Counsel Committee in litigation in federal court arising out of the recall of Guidant cardiac defibrillators implanted in patients because of potential malfunctions in the devices. At the time of the recall, Guidant admitted it was aware of 43 reports of device failures, and two patient deaths. Guidant subsequently acknowledged that the actual rate of failure may be higher than the reported rate and that the number of associated deaths may be underreported since implantable cardio-defibrillators are not routinely evaluated after death. In January 2008, the parties reached a global settlement of the action. Guidant's settlements of defibrillator-related claims will total \$240 million.
7. ***In re Copley Pharmaceutical, Inc., "Albuterol" Products Liability Litigation***, MDL No. 1013 (D. Wyo.). Lief Cabraser served on the Plaintiffs' Steering Committee in a class action lawsuit against Copley Pharmaceutical, which manufactured Albuterol, a bronchodilator prescription pharmaceutical. Albuterol was the subject of a nationwide recall in January 1994 after a microorganism was found to have contaminated the solution, allegedly causing numerous injuries including bronchial infections, pneumonia, respiratory distress and, in some cases, death. In October 1994, the District Court certified a nationwide class on liability issues. *In re Copley Pharmaceutical*, 161 F.R.D. 456 (D. Wyo. 1995). In November 1995, the District Court approved a \$150 million settlement of the litigation.
8. ***In re Telectronics Pacing Systems Inc., Accufix Atrial "J" Leads Products Liability Litigation***, MDL No. 1057 (S.D. Ohio). Lief Cabraser served on the Court-appointed Plaintiffs' Steering Committee in a nationwide products liability action alleging that defendants placed into the stream of commerce defective pacemaker leads. In April 1997, the District Court re-certified a nationwide class of "J" Lead implantees with subclasses for the claims of medical monitoring, negligence and strict product liability. A summary jury trial, utilizing jury instructions and interrogatories designed by Lief Cabraser, occurred in February 1998. A partial settlement was approved thereafter by the District Court but reversed by the Court of Appeals. In March 2001, the District Court approved a renewed settlement that included a \$58 million fund to satisfy all past, present and future claims by patients for their medical care, injuries, or damages arising from the lead.

9. ***Mraz v. DaimlerChrysler***, No. BC 332487 (Cal. Supr. Ct.). In March 2007, the jury returned a \$54.4 million verdict, including \$50 million in punitive damages, against DaimlerChrysler for intentionally failing to cure a known defect in millions of its vehicles that led to the death of Richard Mraz, a young father. Mr. Mraz suffered fatal head injuries when the 1992 Dodge Dakota pickup truck he had been driving at his work site ran him over after he exited the vehicle believing it was in park. The jury found that a defect in the Dodge Dakota's automatic transmission, called a park-to-reverse defect, played a substantial factor in Mr. Mraz's death and that DaimlerChrysler was negligent in the design of the vehicle for failing to warn of the defect and then for failing to adequately recall or retrofit the vehicle.

For their outstanding service to their clients in Mraz and advancing the rights of all persons injured by defective products, Lieff Cabraser partners Robert J. Nelson, the lead trial counsel, received the 2008 California Lawyer of the Year (CLAY) Award in the field of personal injury law, and were also selected as finalists for attorney of the year by the Consumer Attorneys of California and the San Francisco Trial Lawyers Association.

In March 2008, a Louisiana-state jury found DaimlerChrysler liable for the death of infant Collin Guillot and injuries to his parents Juli and August Guillot and their then 3-year-old daughter, Madison. The jury returned a unanimous verdict of \$5,080,000 in compensatory damages. The jury found that a defect in the Jeep Grand Cherokee's transmission, called a park-to-reverse defect, played a substantial factor in Collin Guillot's death and the severe injuries suffered by Mr. and Mrs. Guillot and their daughter. Lieff Cabraser served as co-counsel in the trial.

10. ***Craft v. Vanderbilt University***, Civ. No. 3-94-0090 (M.D. Tenn.). Lieff Cabraser served as Lead Counsel of a certified class of over 800 pregnant women and their children who were intentionally fed radioactive iron isotopes without consent while receiving prenatal care at the Vanderbilt University hospital as part of a study on iron absorption during pregnancy. The women were not informed of the nature and risks of the study. Instead, they were told that the solution they were fed was a "vitamin cocktail." In the 1960's, Vanderbilt conducted a follow-up study to determine the health effects of the plaintiffs' prior radiation exposure. Throughout the follow-up study, Vanderbilt concealed from plaintiffs the fact that they had been involuntarily exposed to radiation, and that the purpose of the follow-up study was to determine whether there had been an increased rate of childhood cancers among those exposed *in utero*. Vanderbilt also did not inform plaintiffs of the results of the follow-up study, which revealed a disproportionately high incidence of cancers among the children born to the women fed the radioactive iron.

The facts surrounding the administration of radioactive iron to the pregnant women and their children in utero only came to light as a result of U.S. Energy Secretary Hazel O’Leary’s 1993 disclosures of government-sponsored human radiation experimentation during the Cold War. Defendants’ attempts to dismiss the claims and decertify the class were unsuccessful. 18 F. Supp.2d 786 (M.D. Tenn. 1998). The case was settled in July 1998 for a total of \$10.3 million and a formal apology from Vanderbilt.

11. ***Simply Thick Litigation.*** Lief Cabraser represented parents whose infants died or suffered gave injuries linked to Simply Thick, a thickening agent for adults that was promoted to parents, caregivers, and health professional for use by infants to assist with swallowing. The individual lawsuits alleged that Simply Thick when fed to infants caused necrotizing enterocolitis (NEC), a life-threatening condition characterized by the inflammation and death of intestinal tissue. In 2014, the litigation was resolved on confidential terms.
12. ***Medtronic Infuse Litigation.*** Lief Cabraser represented patients who suffered serious injuries from the off-label use of the Infuse bone graft, manufactured by Medtronic Inc. The FDA approved Infuse for only one type of spine surgery, the anterior lumbar fusion. Many patients, however, received an off-label use of Infuse and were never informed of the off-label nature of the surgery. Serious complications associated with Infuse included uncontrolled bone growth and chronic pain from nerve injuries. In 2014, the litigation was settled on confidential terms.
13. ***Wright Medical Hip Litigation.*** The Profemur-Z system manufactured by Wright Medical Technology consisted of three separate components: a femoral head, a modular neck, and a femoral stem. Prior to 2009, Profemur-Z hip system included a titanium modular neck adapter and stem which was implanted in 10,000 patients. Lief Cabraser represented patients whose Profemur-Z hip implant fractured, requiring a revision surgery. In 2013 and 2014, the litigation was resolved on confidential terms.
14. ***In re Zimmer Durom Cup Product Liability Litigation,*** MDL No. 2158. Lief Cabraser served as Co-Liaison Counsel for patients nationwide injured by the defective Durom Cup manufactured by Zimmer Holdings. First sold in the U.S. in 2006, Zimmer marketed its ‘metal-on-metal’ Durom Cup implant as providing a greater range of motion and less wear than traditional hip replacement components. In July 2008, Zimmer announced the suspension of Durom sales. The complaints charged that the Durom cup was defective and led to the premature failure of the implant. In 2011 and 2012, the patients represented by Lief Cabraser settled their cases with Zimmer on favorable, confidential terms.

15. ***Luisi v. Medtronic***, No. 07 CV 4250 (D. Minn.). Lief Cabraser represented over seven hundred heart patients nationwide who were implanted with recalled Sprint Fidelis defibrillator leads manufactured by Medtronic Inc. Plaintiffs charge that Medtronic has misrepresented the safety of the Sprint Fidelis leads and a defect in the device triggered their receiving massive, unnecessary electrical shocks. A settlement of the litigation was announced in October 2010.
16. ***Blood Factor VIII And Factor IX Litigation***. Working with counsel in Asia, Europe, Central and South America and the Middle East, Lief Cabraser represented over 1,500 hemophiliacs worldwide, or their survivors and estates, who contracted HIV and/or Hepatitis C (HCV), and Americans with hemophilia who contracted HCV, from contaminated and defective blood factor products produced by American pharmaceutical companies. In 2004, Lief Cabraser was appointed Plaintiffs' Lead Counsel of the "second generation" Blood Factor MDL litigation presided over by Judge Grady in the Northern District of Illinois. The case was resolved through a global settlement signed in 2009.
17. ***In Re Yamaha Motor Corp. Rhino ATV Products Liability Litigation***, MDL No. 2016 (W.D. Ky.) Lief Cabraser served as Plaintiffs' Lead Counsel in the litigation in federal court and Co-Lead Counsel in coordinated California state court litigation arising out of serious injuries and deaths in rollover accidents involving the Yamaha Rhino. The complaints charged that the Yamaha Rhino contained numerous design flaws, including the failure to equip the vehicles with side doors, which resulted in repeated broken or crushed legs, ankles or feet for riders. Plaintiffs alleged also that the Yamaha Rhino was unstable due to a narrow track width and high center of gravity leading to rollover accidents that killed and/or injured scores of persons across the nation. On behalf of victims and families of victims and along with the Center for Auto Safety, and the San Francisco Trauma Foundation, Lief Cabraser advocated for numerous safety changes to the Rhino in reports submitted to the U.S. Consumer Product Safety Commission (CPSC). On March 31, 2009, the CPSC, in cooperation with Yamaha Motor Corp. U.S.A., announced a free repair program for all Rhino 450, 660, and 700 models to improve safety, including the addition of spacers and removal of a rear only anti-sway bar.
18. ***Advanced Medical Optics Complete MoisturePlus Litigation***. Lief Cabraser represented consumers nationwide in personal injury lawsuits filed against Advanced Medical Optics arising out of the May 2007 recall of AMO's Complete MoisturePlus Multi-Purpose Contact Lens Solution. The product was recalled due to reports of a link between a rare, but serious eye infection, *Acanthamoeba keratitis*, caused by a parasite and use of AMO's contact lens solution. Though AMO promoted

Complete MoisturePlus Multi-Purpose as “effective against the introduction of common ocular microorganisms,” the complaints charged that AMO’s lens solution was ineffective and vastly inferior to other multipurpose solutions on the market. In many cases, patients were forced to undergo painful corneal transplant surgery to save their vision and some have lost all or part of their vision permanently. The patients represented by Lief Cabraser resolved their cases with AMO on favorable, confidential terms.

19. ***Gol Airlines Flight 1907 Amazon Crash.*** Lief Cabraser served as Plaintiffs' Liaison Counsel and represents over twenty families whose loved ones died in the Gol Airlines Flight 1907 crash. On September 29, 2006, a brand-new Boeing 737-800 operated by Brazilian air carrier Gol plunged into the Amazon jungle after colliding with a smaller plane owned by the American company ExcelAire Service, Inc. None of the 149 passengers and six crew members on board the Gol flight survived the accident.

The complaint charged that the pilots of the ExcelAire jet were flying at an incorrect altitude at the time of the collision, failed to operate the jet's transponder and radio equipment properly, and failed to maintain communication with Brazilian air traffic control in violation of international civil aviation standards. If the pilots of the ExcelAire aircraft had followed these standards, the complaint charged that the collision would not have occurred.

At the time of the collision, the ExcelAire aircraft's transponder, manufactured by Honeywell, was not functioning. A transponder transmits a plane's altitude and operates its automatic anti-collision system. The complaint charged that Honeywell shares responsibility for the tragedy because it defectively designed the transponder on the ExcelAire jet, and failed to warn of dangers resulting from foreseeable uses of the transponder. The cases settled after they were sent to Brazil for prosecution.

20. ***Comair CRJ-100 Commuter Flight Crash in Lexington, Kentucky.*** A Bombardier CRJ-100 commuter plane operated by Comair, Inc., a subsidiary of Delta Air Lines, crashed on August 27, 2006 shortly after takeoff at Blue Grass Airport in Lexington, Kentucky, killing 47 passengers and two crew members. The aircraft attempted to take off from the wrong runway. The families represented by Lief Cabraser obtained substantial economic recoveries in a settlement of the case.
21. ***In re ReNu With MoistureLoc Contact Lens Solution Products Liability Litigation,*** MDL No. 1785 (D. S.C.). Lief Cabraser served on the Plaintiffs' Executive Committee in federal court litigation arising out of Bausch & Lomb's 2006 recall of its ReNu with MoistureLoc contact

lens solution. Consumers who developed *Fusarium keratitis*, a rare and dangerous fungal eye infection, as well as other serious eye infections, alleged the lens solution was defective. Some consumers were forced to undergo painful corneal transplant surgery to save their vision; others lost all or part of their vision permanently. The litigation was resolved under favorable, confidential settlements with Bausch & Lomb.

22. ***Helios Airways Flight 522 Athens, Greece Crash.*** On August 14, 2005, a Boeing 737 operating as Helios Airways flight 522 crashed north of Athens, Greece, resulting in the deaths of all passengers and crew. The aircraft was heading from Larnaca, Cyprus to Athens International Airport when ground controllers lost contact with the pilots, who had radioed in to report problems with the air conditioning system. Press reports about the official investigation indicate that a single switch for the pressurization system on the plane was not properly set by the pilots, and eventually both were rendered unconscious, along with most of the passengers and cabin crew.

Lieff Cabraser represented the families of several victims, and filed complaints alleging that a series of design defects in the Boeing 737-300 contributed to the pilots' failure to understand the nature of the problems they were facing. Foremost among those defects was a confusing pressurization warning "horn" which uses the same sound that alerts pilots to improper takeoff and landing configurations. The families represented by Lieff Cabraser obtained substantial economic recoveries in a settlement of the case.

23. ***Legend Single Engine "Turbine Legend" Kit Plane Crash.*** On November 19, 2005, a single engine "Turbine Legend" kit plane operated by its owner crashed shortly after takeoff from a private airstrip in Tucson, Arizona, killing both the owner/pilot and a passenger. Witnesses report that the aircraft left the narrow runway during the takeoff roll and although the pilot managed to get the plane airborne, it rolled to the left and crashed.

Lieff Cabraser investigated the liability of the pilot and others, including the manufacturer of the kit and the operator of the airport from which the plane took off. The runway was 16 feet narrower than the minimum width recommended by the Federal Aviation Administration. Lieff Cabraser represented the widow of the passenger, and the case was settled on favorable, confidential terms.

24. ***Manhattan Tourist Helicopter Crash.*** On June 14, 2005, a Bell 206 helicopter operated by Helicopter Flight Services, Inc. fell into the East River shortly after taking off for a tourist flight over New York City. The pilot and six passengers were immersed upside-down in the water as the

helicopter overturned. Loeff Cabraser represented a passenger on the helicopter and the case was settled on favorable, confidential terms.

25. ***U.S. Army Blackhawk Helicopter Tower Collision.*** Loeff Cabraser represented the family of a pilot who died in the November 29, 2004 crash of a U.S. Army Black Hawk Helicopter. The Black Hawk was flying during the early morning hours at an altitude of approximately 500 feet when it hit cables supporting a 1,700 foot-tall television tower, and subsequently crashed 30 miles south of Waco, Texas, killing both pilots and five passengers, all in active Army service. The tower warning lights required by government regulations were inoperative. The case was resolved through a successful, confidential settlement.
26. ***Air Algerie Boeing 737 Crash.*** Together with French co-counsel, Loeff Cabraser represented the families of several passengers who died in the March 6, 2003 crash of a Boeing 737 airplane operated by Air Algerie. The aircraft crashed soon after takeoff from the Algerian city of Tamanrasset, after one of the engines failed. All but one of the 97 passengers were killed, along with six crew members. The families represented by Loeff Cabraser obtained economic recoveries in a settlement of the case.
27. ***In re Baycol Products Litigation,*** MDL No. 1431 (D. Minn.). Baycol was one of a group of drugs called statins, intended to reduce cholesterol. In August 2001, Bayer A.G. and Bayer Corporation, the manufacturers of Baycol, withdrew the drug from the worldwide market based upon reports that Baycol was associated with serious side effects and linked to the deaths of over 100 patients worldwide. In the federal multidistrict litigation, Loeff Cabraser served as a member of the Plaintiffs' Steering Committee (PSC) and the Executive Committee of the PSC. In addition, Loeff Cabraser represented approximately 200 Baycol patients who suffered injuries or family members of patients who died allegedly as a result of ingesting Baycol. In these cases, our clients reached confidential favorable settlements with Bayer.
28. ***United Airlines Boeing 747 Disaster.*** Loeff Cabraser served as Plaintiffs' Liaison Counsel on behalf of the passengers and families of passengers injured and killed in the United Airlines Boeing 747 cargo door catastrophe near Honolulu, Hawaii on February 24, 1989. Loeff Cabraser organized the litigation of the case, which included claims brought against United Airlines and The Boeing Company.

Among our work, we developed a statistical system for settling the passengers' and families' damages claims with certain defendants, and coordinated the prosecution of successful individual damages trials for wrongful death against the non-settling defendants.

29. ***Aeroflot-Russian International Airlines Airbus Disaster.*** Lief Cabraser represented the families of passengers who were on Aeroflot-Russian International Airlines Flight SU593 that crashed in Siberia on March 23, 1994. The plane was en route from Moscow to Hong Kong. All passengers on board died.

According to a transcript of the cockpit voice recorder, the pilot's two children entered the cockpit during the flight and took turns flying the plane. The autopilot apparently was inadvertently turned off during this time, and the pilot was unable to remove his son from the captain's seat in time to avert the plane's fatal dive.

Lief Cabraser, alongside French co-counsel, filed suit in France, where Airbus, the plane's manufacturer, was headquartered. The families Lief Cabraser represented obtained substantial economic recoveries in settlement of the action.

30. ***Lockheed F-104 Fighter Crashes.*** In the late 1960s and extending into the early 1970s, the United States sold F-104 Star Fighter jets to the German Air Force that were manufactured by Lockheed Aircraft Corporation in California. Although the F-104 Star Fighter was designed for high-altitude fighter combat, it was used in Germany and other European countries for low-level bombing and attack training missions.

Consequently, the aircraft had an extremely high crash rate, with over 300 pilots killed. Commencing in 1971, the law firm of Belli Ashe Ellison Choulos & Lief filed hundreds of lawsuits for wrongful death and other claims on behalf of the widows and surviving children of the pilots.

Robert Lief continued to prosecute the cases after the formation of our firm. In 1974, the lawsuits were settled with Lockheed on terms favorable to the plaintiffs. This litigation helped establish the principle that citizens of foreign countries could assert claims in United States courts and obtain substantial recoveries against an American manufacturer, based upon airplane accidents or crashes occurring outside the United States.

II. Securities and Financial Fraud

A. Current Cases

1. ***Houston Municipal Employees Pension System v. BofI Holding, Inc., et al.***, No. 3:15-cv-02324-GPC-KSC (S.D. Cal.). Lief Cabraser serves as lead counsel for court-appointed lead plaintiff, Houston Municipal Employees Pension System ("HMEPS"), in this securities fraud class action against BofI Holding, Inc. and certain of its senior officers. HMEPS filed a consolidated amended class action complaint in April 2016 that charges defendants with issuing materially

false and misleading statements and failing to disclose material adverse facts about Boff's business, operations, prospects and performance. A hearing on defendants' motion to dismiss is scheduled for September 2016.

2. ***Lord Abbett Affiliated Fund, Inc., et al. v. Navient Corporation, et al.***, No. 1:16-cv-112-GMS (D. Del.). Lieff Cabraser serves as lead counsel for the court-appointed lead plaintiff, a group of Lord Abbett funds, in this securities fraud class action arising under the PSLRA against Navient, certain of Navient's senior officers and directors, and the underwriters of certain of Navient's public debt offerings. The consolidated actions allege that defendants misrepresented or failed to disclose that (i) Navient's loan-servicing practices violated applicable federal regulations and jeopardized a contingency collection contract with the U.S. Department of Education ("DOE"); (ii) the Company had an increased number of higher-risk borrowers who were not repaying their loans and Navient failed to properly account for this increased risk of loss in its reported financial results; (iii) Navient's operating structure was inefficient as a result of its spin-off from Sallie Mae; and (iv) a significant portion of the Company's low-rate credit facilities were at risk of being reduced or eliminated. A consolidated amended class action complaint is scheduled to be filed in September 2016.
3. ***Normand, et al. v. Bank of New York Mellon Corp.***, No. 1:16-cv-00212-LAK-JLC (S.D.N.Y.). Lieff Cabraser, together with co-counsel, represents a proposed class of holders of American Depositary Receipts ("ADRs") (negotiable U.S. securities representing ownership of publicly traded shares in a non-U.S. corporation), for which BNY Mellon served as the depository bank. Plaintiffs allege that under the contractual agreements underlying the ADRs, BNY Mellon was responsible for "promptly" converting cash distributions (such as dividends) received for ADRs into U.S. dollars for the benefit of ADR holders, and was required to act without bad faith. Plaintiffs allege that, instead, when doing the ADR cash conversions, BNY Mellon used the range of exchange rates available during the trading session in a manner that was unfavorable for ADR holders, and in doing so, improperly skimmed profits from distributions owed and payable to the class.
4. ***Arkansas Teacher Retirement System v. State Street Corp.***, No. 11cv10230 (MLW) (D. Mass.). Lieff Cabraser is co-counsel for a proposed nationwide class of institutional custodial customers of State Street, including public pension funds and ERISA plans, who allege that defendants deceptively charged class members on FX trades done in connection with the purchase and sale of foreign securities.

Similar to the action against BNY Mellon described below, the complaint charges that between 1999 and 2009, State Street consistently incorporated hidden and excessive mark-ups or mark-downs relative to the actual FX rates applicable at the times of the trades conducted for State Street's custodial FX clients. State Street allegedly kept for itself, as an unlawful profit, the "spread" between the prices for foreign currency available to it in the FX marketplace and the rates it charged to its customers.

Plaintiffs seek recovery under Massachusetts' Consumer Protection Law and common law tort and contract theories. In May 2012, the Court denied State Street's motion to dismiss in all substantive respects. Since that time, the parties have been engaged in mediation and discovery. Lief Cabraser is also actively involved in counseling other state pension and ERISA funds with respect to their potential exposure to FX manipulation by custodial service providers.

5. ***In re Facebook, Inc. IPO Securities And Derivative Litigation***, MDL No. 12-2389 (RWS) (S.D.N.Y.). Lief Cabraser is counsel for two individual investor class representatives in the securities class litigation arising under the Private Securities Litigation Reform Act of 1995 (the "PSLRA") concerning Facebook's initial public offering in May 2012. In December 2013, the court denied defendants' motions to dismiss plaintiffs' consolidated class action complaint. The parties subsequently engaged in discovery and briefing.

In December, 2015, the court granted the investors' motion for class certification. The litigation is ongoing.

6. ***Janus Overseas Fund, et al. v. Petróleo Brasileiro S.A. - Petrobras, et al.***, No. 1:15-cv-10086-JSR (S.D.N.Y.); ***Dodge & Cox Global Stock Fund, et al. v. Petróleo Brasileiro S.A. - Petrobras, et al.***, No. 1:15-cv-10111-JSR (S.D.N.Y.). Lief Cabraser represents several funds managed by Janus and several funds managed by Dodge & Cox in individual securities cases arising from the massive fraud at Petrobras, a state-run semi-public energy and oil-production company headquartered in Rio de Janeiro, Brazil. Plaintiffs seek recovery under the federal securities laws for damages they suffered on transactions in Petrobras securities during the period December 29, 2010 through July 28, 2015 due to a pervasive and long-running scheme of bribery and corruption at Petrobras.

Plaintiffs allege that beginning around 2005 and continuing through the relevant period, the Company engaged in a scheme whereby contractors paid bribes to Petrobras executives and others in exchange for the award of lucrative oil and gas construction contracts. Some of the bribes were passed on to Brazilian politicians and political parties. The Company then

paid the contractors inflated amounts under the contracts in order to repay them for the bribes. When the fraud was finally revealed beginning in May 2014, it sent shockwaves through the Brazilian government and economy, and caused Petrobras's market capitalization to plummet. Authorities estimate the scheme has diverted up to, or more than, \$28 billion from the Company's coffers.

Lieff Cabraser's cases are part of consolidated proceedings before Judge Jed S. Rakoff in the Southern District of New York. The cases are in the discovery phase, with trial set for September 2016.

7. ***The Charles Schwab Corp. v. BNP Paribas Sec. Corp.***, No. CGC-10-501610 (Cal. Super. Ct.); ***The Charles Schwab Corp. v. J.P. Morgan Sec., Inc.***, No. CGC-10-503206 (Cal. Super. Ct.); ***The Charles Schwab Corp. v. J.P. Morgan Sec., Inc.***, No. CGC-10-503207 (Cal. Super. Ct.); and ***The Charles Schwab Corp. v. Banc of America Sec. LLC***, No. CGC-10-501151 (Cal. Super. Ct.). Lieff Cabraser, along with co-counsel, represents Charles Schwab in four separate individual securities actions against certain issuers and sellers of mortgage-backed securities ("MBS") for materially misrepresenting the quality of the loans underlying the securities in violation of California state law. Charles Schwab Bank, N.A., a subsidiary of Charles Schwab, suffered significant damages by purchasing the securities in reliance on defendants' misstatements.

The court largely overruled defendants' demurrers in January 2012. Settlements have been reached with certain defendants for confidential amounts. Trials against remaining defendants Morgan Stanley & Co. Inc. and UBS Securities, LLC are scheduled for July 2016 and February 2017, respectively. Motions for summary judgment by defendant Goldman, Sachs & Co. are currently being briefed.

8. ***Honeywell International Inc. Defined Contribution Plans Master Savings Trust. v. Merck & Co.***, No. 14-cv 2523-SRC-CLW (S.D.N.Y.); ***Janus Balanced Fund v. Merck & Co.***, No. 14-cv-3019-SRC-CLW (S.D.N.Y.); ***Lord Abbett Affiliated Fund v. Merck & Co.***, No. 14-cv-2027-SRC-CLW (S.D.N.Y.); ***Nuveen Dividend Value Fund (f/k/a Nuveen Equity Income Fund), on its own behalf and as successor in interest to Nuveen Large Cap Value Fund (f/k/a First American Large Cap Value Fund) v. Merck & Co.***, No. 14-cv-1709-SRC-CLW (S.D.N.Y.). Lieff Cabraser represents Lord Abbett, Janus, and Nuveen funds and Honeywell trusts in separate, individual actions against Merck and certain of its officers for allegedly misrepresenting and omitting material information about the adverse cardiovascular effects of Merck's pharmaceutical drug Vioxx. The complaints charge defendants with violations of the Exchange Act. Fact

discovery in the cases has been completed and the parties are preparing for trial in 2016.

B. Successes

1. ***In re First Capital Holdings Corp. Financial Products Securities Litigation***, MDL No. 901 (C.D. Cal.). Lief Cabraser served as Co-Lead Counsel in a class action brought to recover damages sustained by policyholders of First Capital Life Insurance Company and Fidelity Bankers Life Insurance Company policyholders resulting from the insurance companies' allegedly fraudulent or reckless investment and financial practices, and the manipulation of the companies' financial statements. This policyholder settlement generated over \$1 billion in restored life insurance policies. The settlement was approved by both federal and state courts in parallel proceedings and then affirmed by the Ninth Circuit on appeal.
2. ***In re Bank of New York Mellon Corp. Foreign Exchange Transactions Litigation***, Case No. MD-12-2335-LAK (S.D.N.Y.). Lief Cabraser served as co-lead class counsel for a proposed nationwide class of institutional custodial customers of The Bank of New York Mellon Corporation ("BNY Mellon"). The litigation stemmed from alleged deceptive overcharges imposed by BNY Mellon on foreign currency exchanges (FX) that were done in connection with custodial customers' purchases or sales of foreign securities. Plaintiffs alleged that for more than a decade, BNY Mellon consistently charged its custodial customers hidden and excessive mark-ups on exchange rates for FX trades done pursuant to "standing instructions," using "range of the day" pricing, rather than the rates readily available when the trades were actually executed.

In addition to serving as co-lead counsel for a nationwide class of affected custodial customers, which included public pension funds, ERISA funds, and other public and private institutions, Lief Cabraser was one of three firms on Plaintiffs' Executive Committee tasked with managing all activities on the plaintiffs' side in the multidistrict consolidated litigation. Prior to the cases being transferred and consolidated in the Southern District of New York, Lief Cabraser defeated, in its entirety, BNY Mellon's motion to dismiss claims brought on behalf of ERISA and other funds under California's and New York's consumer protection laws.

The firm's clients and class representatives in the consolidated litigation included the Ohio Police & Fire Pension Fund, the School Employees Retirement System of Ohio, and the International Union of Operating Engineers, Stationary Engineers Local 39 Pension Trust Fund.

In March 2015, a global resolution of the private and governmental enforcement actions against BNY Mellon was announced, in which \$504 million will be paid back to BNY Mellon customers (\$335 million of which is directly attributable to the class litigation).

On September 24, 2015, U.S. District Court Judge Lewis A. Kaplan granted final approval to the settlement. Commenting on the work of plaintiffs' counsel, Judge Kaplan stated, "This really was an extraordinary case in which plaintiff's counsel performed, at no small risk, an extraordinary service. They did a wonderful job in this case, and I've seen a lot of wonderful lawyers over the years. This was a great performance. They were fought tooth and nail at every step of the road. It undoubtedly vastly expanded the costs of the case, but it's an adversary system, and sometimes you meet adversaries who are heavily armed and well financed, and if you're going to win, you have to fight them and it costs money. This was an outrageous wrong committed by the Bank of New York Mellon, and plaintiffs' counsel deserve a world of credit for taking it on, for running the risk, for financing it and doing a great job. "

3. ***In re Broadcom Corporation Derivative Litigation***, No. CV 06-3252-R (C.D. Cal.). Lief Cabraser served as Court-appointed Lead Counsel in a shareholders derivative action arising out of stock options backdating in Broadcom securities. The complaint alleged that defendants intentionally manipulated their stock option grant dates between 1998 and 2003 at the expense of Broadcom and Broadcom shareholders. By making it seem as if stock option grants occurred on dates when Broadcom stock was trading at a comparatively low per share price, stock option grant recipients were able to exercise their stock option grants at exercise prices that were lower than the fair market value of Broadcom stock on the day the options were actually granted. In December 2009, U.S. District Judge Manuel L. Real granted final approval to a partial settlement in which Broadcom Corporation's insurance carriers paid \$118 million to Broadcom. The settlement released certain individual director and officer defendants covered by Broadcom's directors' and officers' policy.

Plaintiffs' counsel continued to pursue claims against William J. Ruehle, Broadcom's former Chief Financial Officer, Henry T. Nicholas, III, Broadcom's co-founder and former Chief Executive Officer, and Henry Samuelli, Broadcom's co-founder and former Chief Technology Officer. In May 2011, the Court approved a settlement with these defendants. The settlement provided substantial consideration to Broadcom, consisting of the receipt of cash and cancelled options from Dr. Nicholas and Dr. Samuelli totaling \$53 million in value, plus the release of a claim by Mr. Ruehle, which sought damages in excess of \$26 million.

Coupled with the earlier \$118 million partial settlement, the total recovery in the derivative action was \$197 million, which constitutes the third-largest settlement ever in a derivative action involving stock options backdating.

4. ***In re Scorpion Technologies Securities Litigation I***, No. C-93-20333-EAI (N.D. Cal.); ***Dietrich v. Bauer***, No. C-95-7051-RWS (S.D.N.Y.); ***Claghorn v. Edsaco***, No. 98-3039-SI (N.D. Cal.). Lief Cabraser served as Lead Counsel in class action suits arising out of an alleged fraudulent scheme by Scorpion Technologies, Inc., certain of its officers, accountants, underwriters and business affiliates to inflate the company's earnings through reporting fictitious sales. In *Scorpion I*, the Court found plaintiffs had presented sufficient evidence of liability under Federal securities acts against the accounting firm Grant Thornton for the case to proceed to trial. *In re Scorpion Techs.*, 1996 U.S. Dist. LEXIS 22294 (N.D. Cal. Mar. 27, 1996). In 1988, the Court approved a \$5.5 million settlement with Grant Thornton. In 2000, the Court approved a \$950,000 settlement with Credit Suisse First Boston Corporation. In April 2002, a federal jury in San Francisco, California returned a \$170.7 million verdict against Edsaco Ltd. The jury found that Edsaco aided Scorpion in setting up phony European companies as part of a scheme in which Scorpion reported fictitious sales of its software to these companies, thereby inflating its earnings. Included in the jury verdict, one of the largest verdicts in the U.S. in 2002, was \$165 million in punitive damages. Richard M. Heimann conducted the trial for plaintiffs.

On June 14, 2002, U.S. District Court Judge Susan Illston commented on Lief Cabraser's representation: "[C]ounsel for the plaintiffs did a very good job in a very tough situation of achieving an excellent recovery for the class here. You were opposed by extremely capable lawyers. It was an uphill battle. There were some complicated questions, and then there was the tricky issue of actually collecting anything in the end. I think based on the efforts that were made here that it was an excellent result for the class. . . [T]he recovery that was achieved for the class in this second trial is remarkable, almost a hundred percent."

5. ***In re Diamond Foods, Inc., Securities Litigation***, No. 11-cv-05386-WHA (N.D. Cal.). Lief Cabraser served as local counsel for Lead Plaintiff Public Employees' Retirement System of Mississippi ("MissPERS") and the class of investors it represented in this securities class action lawsuit arising under the PSLRA. The complaint charged Diamond Foods and certain senior executives of the company with violations of the Exchange Act for knowingly understating the cost of walnuts Diamond Foods purchased in order to inflate the price of Diamond Foods' common stock. In January 2014, the Court granted final approval of a settlement of the action requiring Diamond Foods to pay \$11

million in cash and issue 4.45 million common shares worth \$116.3 million on the date of final approval based on the stock's closing price on that date.

6. ***Merrill Lynch Fundamental Growth Fund and Merrill Lynch Global Value Fund v. McKesson HBOC***, No. 02-405792 (Cal. Supr. Ct.). Lief Cabraser served as counsel for two Merrill Lynch sponsored mutual funds in a private lawsuit alleging that a massive accounting fraud occurred at HBOC & Company ("HBOC") before and following its 1999 acquisition by McKesson Corporation ("McKesson"). The funds charged that defendants, including the former CFO of McKesson HBOC, the name McKesson adopted after acquiring HBOC, artificially inflated the price of securities in McKesson HBOC, through misrepresentations and omissions concerning the financial condition of HBOC, resulting in approximately \$135 million in losses for plaintiffs. In a significant discovery ruling in 2004, the California Court of Appeal held that defendants waived the attorney-client and work product privileges in regard to an audit committee report and interview memoranda prepared in anticipation of shareholder lawsuits by disclosing the information to the U.S. Attorney and SEC. *McKesson HBOC, Inc. v. Supr. Court*, 115 Cal. App. 4th 1229 (2004). Lief Cabraser's clients recovered approximately \$145 million, representing nearly 104% of damages suffered by the funds. This amount was approximately \$115-120 million more than the Merrill Lynch funds would have recovered had they participated in the federal class action settlement.

7. ***Informix/Illustra Securities Litigation***, No. C-97-1289-CRB (N.D. Cal.). Lief Cabraser represented Richard H. Williams, the former Chief Executive Officer and President of Illustra Information Technologies, Inc. ("Illustra"), and a class of Illustra shareholders in a class action suit on behalf of all former Illustra securities holders who tendered their Illustra preferred or common stock, stock warrants or stock options in exchange for securities of Informix Corporation ("Informix") in connection with Informix's 1996 purchase of Illustra. Pursuant to that acquisition, Illustra stockholders received Informix securities representing approximately 10% of the value of the combined company. The complaint alleged claims for common law fraud and violations of Federal securities law arising out of the acquisition. In October 1999, U.S. District Judge Charles E. Breyer approved a global settlement of the litigation for \$136 million, constituting one of the largest settlements ever involving a high technology company alleged to have committed securities fraud. Our clients, the Illustra shareholders, received approximately 30% of the net settlement fund.

8. ***In re Qwest Communications International Securities and "ERISA" Litigation (No. II)***, No. 06-cv-17880-REB-PAC (MDL

No. 1788) (D. Colo.). Loeff Cabraser represented the New York State Common Retirement Fund, Fire and Police Pension Association of Colorado, Denver Employees' Retirement Plan, San Francisco Employees' Retirement System, and over thirty BlackRock managed mutual funds in individual securities fraud actions ("opt out" cases) against Qwest Communications International, Inc., Philip F. Anschutz, former co-chairman of the Qwest board of directors, and other senior executives at Qwest. In each action, the plaintiffs charged defendants with massively overstating Qwest's publicly-reported growth, revenues, earnings, and earnings per share from 1999 through 2002. The cases were filed in the wake of a \$400 million settlement of a securities fraud class action against Qwest that was announced in early 2006. The cases brought by Loeff Cabraser's clients settled in October 2007 for recoveries totaling more than \$85 million, or more than 13 times what the clients would have received had they remained in the class.

9. ***In re AXA Rosenberg Investor Litigation***, No. CV 11-00536 JSW (N.D. Cal). Loeff Cabraser served as Co-Lead Counsel for a class of institutional investors, ERISA-covered plans, and other investors in quantitative funds managed by AXA Rosenberg Group, LLC and its affiliates ("AXA"). Plaintiffs alleged that AXA breached its fiduciary duties and violated ERISA by failing to discover a material computer error that existed in its system for years, and then failing to remedy it for months after its eventual discovery in 2009. By the time AXA disclosed the error in 2010, investors had suffered losses and paid substantial investment management fees to AXA. After briefing motions to dismiss and working with experts to analyze data obtained from AXA relating to the impact of the error, we reached a \$65 million settlement with AXA that the Court approved in April 2012.
10. ***In re National Century Financial Enterprises, Inc. Investment Litigation***, MDL No. 1565 (S.D. Ohio). Loeff Cabraser served as outside counsel for the New York City Employees' Retirement System, Teachers' Retirement System for the City of New York, New York City Police Pension Fund, and New York City Fire Department Pension Fund in this multidistrict litigation arising from fraud in connection with NCFE's issuance of notes backed by healthcare receivables. The New York City Pension Funds recovered more than 70% of their \$89 million in losses, primarily through settlements achieved in the federal litigation and another NCFE-matter brought on their behalf by Loeff Cabraser.
11. ***BlackRock Global Allocation Fund v. Tyco International Ltd., et al.***, No. 2:08-cv-519 (D. N.J.); ***Nuveen Balanced Municipal and Stock Fund v. Tyco International Ltd., et al.***, No. 2:08-cv-518 (D. N.J.). Loeff Cabraser represented multiple funds of the investment firms BlackRock Inc. and Nuveen Asset Management in separate, direct

securities fraud actions against Tyco International Ltd., Tyco Electronics Ltd., Covidien Ltd, Covidien (U.S.), L. Dennis Kozlowski, Mark H. Swartz, and Frank E. Walsh, Jr. Plaintiffs alleged that defendants engaged in a massive criminal enterprise that combined the theft of corporate assets with fraudulent accounting entries that concealed Tyco's financial condition from investors. As a result, plaintiffs purchased Tyco common stock and other Tyco securities at artificially inflated prices and suffered losses upon disclosures revealing Tyco's true financial condition and defendants' misconduct. In 2009, the parties settled the claims against the corporate defendants (Tyco International Ltd., Tyco Electronics Ltd., Covidien Ltd., and Covidien (U.S.)). The litigation concluded in 2010. The total settlement proceeds paid by all defendants were in excess of \$57 million.

12. ***Kofuku Bank and Namihaya Bank v. Republic New York Securities Corp.***, No. 00 CIV 3298 (S.D.N.Y.); and ***Kita Hyogo Shinyo-Kumiai v. Republic New York Securities Corp.***, No. 00 CIV 4114 (S.D.N.Y.). Lief Cabraser represented Kofuku Bank, Namihaya Bank and Kita Hyogo Shinyo-Kumiai (a credit union) in individual lawsuits against, among others, Martin A. Armstrong and HSBC, Inc., the successor-in-interest to Republic New York Corporation, Republic New York Bank and Republic New York Securities Corporation for alleged violations of federal securities and racketeering laws. Through a group of interconnected companies owned and controlled by Armstrong—the Princeton Companies—Armstrong and the Republic Companies promoted and sold promissory notes, known as the “Princeton Notes,” to more than eighty of the largest companies and financial institutions in Japan. Lief Cabraser's lawsuits, as well as the lawsuits of dozens of other Princeton Note investors, alleged that the Princeton and Republic Companies made fraudulent misrepresentations and non-disclosures in connection with the promotion and sale of Princeton Notes, and that investors' monies were commingled and misused to the benefit of Armstrong, the Princeton Companies and the Republic Companies. In December 2001, the claims of our clients and those of the other Princeton Note investors were settled. As part of the settlement, our clients recovered more than \$50 million, which represented 100% of the value of their principal investments less money they received in interest or other payments.
13. ***Alaska State Department of Revenue v. America Online***, No. 1JU-04-503 (Alaska Supr. Ct.). In December 2006, a \$50 million settlement was reached in a securities fraud action brought by the Alaska State Department of Revenue, Alaska State Pension Investment Board and Alaska Permanent Fund Corporation against defendants America Online, Inc. (“AOL”), Time Warner Inc. (formerly known as AOL Time Warner (“AOLTW”)), Historic TW Inc. When the action was filed, the Alaska Attorney General estimated total losses at \$70 million. The

recovery on behalf of Alaska was approximately 50 times what the state would have received as a member of the class in the federal securities class action settlement. The lawsuit, filed in 2004 in Alaska State Court, alleged that defendants misrepresented advertising revenues and growth of AOL and AOLTW along with the number of AOL subscribers, which artificially inflated the stock price of AOL and AOLTW to the detriment of Alaska State funds.

The Alaska Department of Law retained Lief Cabraser to lead the litigation efforts under its direction. “We appreciate the diligence and expertise of our counsel in achieving an outstanding resolution of the case,” said Mark Morones, spokesperson for the Department of Law, following announcement of the settlement.

14. ***Allocco v. Gardner***, No. GIC 806450 (Cal. Supr. Ct.). Lief Cabraser represented Lawrence L. Garlick, the co-founder and former Chief Executive Officer of Remedy Corporation and 24 other former senior executives and directors of Remedy Corporation in a private (non-class) securities fraud lawsuit against Stephen P. Gardner, the former Chief Executive Officer of Peregrine Systems, Inc., John J. Moores, Peregrine’s former Chairman of the Board, Matthew C. Gless, Peregrine’s former Chief Financial Officer, Peregrine’s accounting firm Arthur Andersen and certain entities that entered into fraudulent transactions with Peregrine. The lawsuit, filed in California state court, arose out of Peregrine’s August 2001 acquisition of Remedy. Plaintiffs charged that they were induced to exchange their Remedy stock for Peregrine stock on the basis of false and misleading representations made by defendants. Within months of the Remedy acquisition, Peregrine began to reveal to the public that it had grossly overstated its revenue during the years 2000-2002, and eventually restated more than \$500 million in revenues.

After successfully defeating demurrers brought by defendants, including third parties who were customers of Peregrine who aided and abetted Peregrine’s accounting fraud under California common law, plaintiffs reached a series of settlements. The settling defendants included Arthur Andersen, all of the director defendants, three officer defendants and the third party customer defendants KPMG, British Telecom, Fujitsu, Software Spectrum and Bindview. The total amount received in settlements was approximately \$45 million.

15. ***In re Cablevision Systems Corp. Shareholder Derivative Litigation***, No. 06-cv-4130-DGT-AKT (E.D.N.Y.). Lief Cabraser served as Co-Lead Counsel in a shareholders’ derivative action against the board of directors and numerous officers of Cablevision. The suit alleged that defendants intentionally manipulated stock option grant dates to Cablevision employees between 1997 and 2002 in order to enrich certain

officer and director defendants at the expense of Cablevision and Cablevision shareholders. According to the complaint, Defendants made it appear as if stock options were granted earlier than they actually were in order to maximize the value of the grants. In September 2008, the Court granted final approval to a \$34.4 million settlement of the action. Over \$24 million of the settlement was contributed directly by individual defendants who either received backdated options or participated in the backdating activity.

16. ***In re Media Vision Technology Securities Litigation***, No. CV-94-1015 (N.D. Cal.). Lief Cabraser served as Co-Lead Counsel in a class action lawsuit which alleged that certain Media Vision's officers, outside directors, accountants and underwriters engaged in a fraudulent scheme to inflate the company's earnings and issued false and misleading public statements about the company's finances, earnings and profits. By 1998, the Court had approved several partial settlements with many of Media Vision's officers and directors, accountants and underwriters which totaled \$31 million. The settlement proceeds have been distributed to eligible class members. The evidence that Lief Cabraser developed in the civil case led prosecutors to commence an investigation and ultimately file criminal charges against Media Vision's former Chief Executive Officer and Chief Financial Officer. The civil action against Media Vision's CEO and CFO was stayed pending the criminal proceedings against them. In the criminal proceedings, the CEO pled guilty on several counts, and the CFO was convicted at trial. In October 2003, the Court granted Plaintiffs' motions for summary judgment and entered a judgment in favor of the class against the two defendants in the amount of \$188 million.

17. ***In re California Micro Devices Securities Litigation***, No. C-94-2817-VRW (N.D. Cal.). Lief Cabraser served as Liaison Counsel for the Colorado Public Employees' Retirement Association and the California State Teachers' Retirement System, and the class they represented. Prior to 2001, the Court approved \$19 million in settlements. In May 2001, the Court approved an additional settlement of \$12 million, which, combined with the earlier settlements, provided class members an almost complete return on their losses. The settlement with the company included multi-million dollar contributions by the former Chairman of the Board and Chief Executive Officer.

Commenting in 2001 on Lief Cabraser's work in Cal Micro Devices, U.S. District Court Judge Vaughn R. Walker stated, "It is highly unusual for a class action in the securities area to recover anywhere close to the percentage of loss that has been recovered here, and counsel and the lead plaintiffs have done an admirable job in bringing about this most satisfactory conclusion of the litigation." One year later, in a related proceeding and in response to the statement that the class had received

nearly a 100% recovery, Judge Walker observed, “That’s pretty remarkable. In these cases, 25 cents on the dollar is considered to be a magnificent recovery, and this is [almost] a hundred percent.”

18. ***In re Network Associates, Inc. Securities Litigation***, No. C-99-1729-WHA (N.D. Cal.). Following a competitive bidding process, the Court appointed Lief Cabraser as Lead Counsel for the Lead Plaintiff and the class of investors. The complaint alleged that Network Associates improperly accounted for acquisitions in order to inflate its stock price. In May 2001, the Court granted approval to a \$30 million settlement.

In reviewing the *Network Associates* settlement, U.S. District Court Judge William H. Alsup observed, “[T]he class was well served at a good price by excellent counsel . . . We have class counsel who’s one of the foremost law firms in the country in both securities law and class actions. And they have a very excellent reputation for the conduct of these kinds of cases . . .”

19. ***In re FPI/Agretech Securities Litigation***, MDL No. 763 (D. Haw., Real, J.). We served as Lead Class Counsel for investors defrauded in a “Ponzi-like” limited partnership investment scheme. The Court approved \$15 million in partial, pretrial settlements. At trial, the jury returned a \$24 million verdict, which included \$10 million in punitive damages, against non-settling defendant Arthur Young & Co. for its knowing complicity and active and substantial assistance in the marketing and sale of the worthless limited partnership offerings. The Appellate Court affirmed the compensatory damages award and remanded the case for a retrial on punitive damages. In 1994, the Court approved a \$17 million settlement with Ernst & Young, the successor to Arthur Young & Co.
20. ***Nguyen v. FundAmerica***, No. C-90-2090 MHP (N.D. Cal., Patel, J.), 1990 Fed. Sec. L. Rep. (CCH) ¶¶ 95,497, 95,498 (N.D. Cal. 1990). Lief Cabraser served as Plaintiffs’ Class Counsel in this securities/RICO/tort action seeking an injunction against alleged unfair “pyramid” marketing practices and compensation to participants. The District Court certified a nationwide class for injunctive relief and damages on a mandatory basis and enjoined fraudulent overseas transfers of assets. The Bankruptcy Court permitted class proof of claims. Lief Cabraser obtained dual District Court and Bankruptcy Court approval of settlements distributing over \$13 million in FundAmerica assets to class members.
21. ***In re Brooks Automation, Inc. Securities Litigation***, No. 06 CA 11068 (D. Mass.). Lief Cabraser served as Court-Appointed Lead Counsel for Lead Plaintiff the Los Angeles County Employees Retirement Association and co-plaintiff Sacramento County Employees’ Retirement System in a class action lawsuit on behalf of purchasers of Brooks Automation securities. Plaintiffs charged that Brooks Automation, its

senior corporate officers and directors violated federal securities laws by backdating company stock options over a six-year period, and failed to disclose the scheme in publicly filed financial statements. Subsequent to Lief Cabraser's filing of a consolidated amended complaint in this action, both the Securities and Exchange Commission and the United States Department of Justice filed complaints against the Company's former C.E.O., Robert Therrien, related to the same alleged practices. In October 2008, the Court approved a \$7.75 million settlement of the action.

22. ***In re A-Power Energy Generation Systems, Ltd. Securities Litigation***, No. 2:11-ml-2302-GW- (CWx) (C.D. Cal.). Lief Cabraser served as Court-appointed Lead Counsel for Lead Plaintiff in this securities class action that charged defendants with materially misrepresenting A-Power Energy Generation Systems, Ltd.'s financial results and business prospects in violation of the antifraud provisions of the Securities Exchange Act of 1934. The Court approved a \$3.675 million settlement in August 2013.
23. ***The Regents of the University of California v. American International Group***, No. 1:14-cv-01270-LTS-DCF (S.D.N.Y.). Lief Cabraser represented The Regents of the University of California in this individual action against American International Group, Inc. ("AIG") and certain of its officers and directors for misrepresenting and omitting material information about AIG's financial condition and the extent of its exposure to the subprime mortgage market. The complaint charged defendants with violations of the Exchange Act, as well as common law fraud and unjust enrichment. The litigation settled in 2015.
24. ***Biotechnology Value Fund, L.P. v. Celera Corp.***, 3:13-cv-03248-WHA (N.D. Cal.). Lief Cabraser represented a group of affiliated funds investing in biotechnology companies in this individual action arising from misconduct in connection with Quest Diagnostics Inc.'s 2011 acquisition of Celera Corporation. Celera, Celera's individual directors, and Credit Suisse were charged with violations of Sections 14(e) and 20(a) of the Exchange Act and breach of fiduciary duty. In February 2014, the Court denied in large part defendants' motion to dismiss the second amended complaint. In September 2014, the plaintiffs settled with Credit Suisse for a confidential amount. After the completion of fact and expert discovery, and prior to a ruling on defendants' motion for summary judgment, the plaintiffs settled with the Celera defendants in January 2015 for a confidential amount.
25. ***Bank of America-Merrill Lynch Merger Securities Cases***. In two cases -- *DiNapoli, et al. v. Bank of America Corp.*, No. 10 CV 5563 (S.D. N.Y.) and *Schwab S&P 500 Index Fund, et al. v. Bank of America Corp., et al.*, No. 11-cv- 07779 PKC (S.D. N.Y.). -- Lief Cabraser sought recovery

on a direct, non-class basis for losses that a number of public pension funds and mutual funds incurred as a result of Bank of America's alleged misrepresentations and concealment of material facts in connection with its acquisition of Merrill Lynch & Co., Inc. Loeff Cabraser represented the New York State Common Retirement Fund, the New York State Teachers' Retirement System, the Public Employees' Retirement Association of Colorado, and fourteen mutual funds managed by Charles Schwab Investment Management. Both cases settled in 2013 on confidential terms favorable for our clients.

26. ***Albert v. Alex. Brown Management Services; Baker v. Alex. Brown Management Services*** (Del. Ch. Ct.). In May 2004, on behalf of investors in two investment funds controlled, managed and operated by Deutsche Bank and advised by DC Investment Partners, Loeff Cabraser filed lawsuits for alleged fraudulent conduct that resulted in an aggregate loss of hundreds of millions of dollars. The suits named as defendants Deutsche Bank and its subsidiaries Alex. Brown Management Services and Deutsche Bank Securities, members of the funds' management committee, as well as DC Investments Partners and two of its principals. Among the plaintiff-investors were 70 high net worth individuals. In the fall of 2006, the cases settled by confidential agreement.

III. **Employment Discrimination and Unfair Employment Practices**

A. **Current Cases**

1. ***Chen-Oster v. Goldman Sachs***, No. 10-6950 (S.D.N.Y.). Loeff Cabraser serves as Co-Lead Counsel for plaintiffs in a gender discrimination class action lawsuit against Goldman Sachs. The complaint alleges that Goldman Sachs has engaged in systemic and pervasive discrimination against its female professional employees in violation of Title VII of the Civil Rights Act of 1964 and the New York City Human Rights Law. The complaint charges that, among other things, Goldman Sachs pays its female professionals less than similarly situated males, disproportionately promotes men over equally or more qualified women, and offers better business opportunities and professional support to its male professionals. In 2012, the Court denied defendant's motion to strike class allegations. On March 10, 2015, Magistrate Judge James C. Francis IV issued a recommendation against certifying the class. Review of the Magistrate Judge's recommendation to deny plaintiffs' motion for class certification is pending before U.S. District Court Judge Analisa Torres.
2. ***Moussouris v. Microsoft Corp.***, No. 15-cv-01483 (W.D. Wash.). Loeff Cabraser and co-counsel represent a former female Microsoft technical professional in a gender discrimination class action lawsuit on behalf of herself and all current and former female technical professionals

employed by Microsoft in the U.S. since September 16, 2009. The complaint alleges that Microsoft has engaged in systemic and pervasive discrimination against female employees in technical and engineering roles with respect to performance evaluations, pay, promotions, and other terms and conditions of employment. The unchecked gender bias that pervades Microsoft's corporate culture has resulted in female technical professionals receiving less compensation than similar men, the promotion of men over equally or more qualified women, and less favorable performance evaluation of female technical professionals compared to male peers. Microsoft's continuing policy, pattern, and practice of sex discrimination against female technical employees, the complaint alleges, violates federal and state laws, including Title VII of the Civil Rights Act of 1964 and the Washington Law Against Discrimination.

3. ***Benedict v. Hewlett-Packard Company***, No. C13-0119 (N.D. Cal.). Lief Cabraser represents former Hewlett-Packard ("HP") technical support employees who filed a nationwide class action lawsuit charging that HP failed to pay them and other former and current technical support employees for all overtime hours worked in violation of the federal Fair Labor Standards Act ("FLSA") and state law. The complaint charges that HP has a common practice of misclassifying its technical support workers as exempt and refusing to pay them overtime. On February 13, 2014, the Court granted plaintiffs' motion for conditional certification of a FLSA overtime action.
4. ***Kassman v. KPMG, LLP***, Case No. 11-03743 (S.D.N.Y.). Lief Cabraser serves as Co-Lead Counsel for plaintiffs in a gender discrimination class and collective action lawsuit alleging that KPMG has engaged in systemic and pervasive discrimination against its female Client Service and Support Professionals in pay and promotion, discrimination based on pregnancy, and chronic failure to properly investigate and resolve complaints of discrimination and harassment. The complaint alleges violations of the Equal Pay Act, Title VII of the Civil Rights Act of 1964, the New York Executive Law § 296, and the New York City Administrative Code § 8-107. For purposes of the Equal Pay Act claim, plaintiffs represent a conditionally-certified collective of over 1,300 female Client Service and Support Professionals who have opted in to the lawsuit. In addition to bringing the Title VII and New York statutory claims on their own behalf, plaintiffs seek to represent a class of current and former exempt female Client Service and Support Professionals, including Associates, Senior Associates, Managers, Senior Managers, and Managing Directors in KPMG's Tax and Advisory functions.
5. ***Zaborowski v. MHN Government Services***, No. 12-CV-05109-SI (N.D. Cal.) Lief Cabraser represents current and former Military and

Family Life Consultants (“MFLCs”) in a class action lawsuit against MHN Government Services, Inc., (“MHN”) and Managed Health Network, Inc., seeking overtime pay under the federal Fair Labor Standards Act and state laws. The complaint charges that MHN has misclassified the MFLCs as independent contractors and as “exempt” from overtime and failed to pay them overtime pay for hours worked over 40 per week. In April 2013, the Court denied MHN’s motion to compel arbitration and granted plaintiff’s motion for conditional certification of a FLSA collective action. In December 2014, the U.S. Court of Appeals for the Ninth Circuit upheld the district court’s determination that the arbitration clause in MHN’s employee contract was procedurally and substantively unconscionable. MHN appealed to the United States Supreme Court.

MHN did not contest that its agreement had several unconscionable components; instead, it asked the Supreme Court to sever the unconscionable terms of its arbitration agreement and nonetheless send the MFLCs’ claims to arbitration. The Supreme Court granted MHN’s petition for certiorari on October 1, 2015, and was scheduled to hear the case in the 2016 spring term in *MHN Gov’t Servs., Inc. v. Zaborowski*, No. 14-1458. While the matter was pending before the Supreme Court, a \$15 million settlement of the litigation was reached on behalf of 2,808 Class Members who worked for MHN MFLCs. The final approval hearing will take place in March 2016.

6. ***Tatum v. R.J. Reynolds Tobacco Company***, No. 1:02-cv-00373-NCT (M.D. N.C.). Lief Cabraser serves as Co-Lead Trial Counsel in this class action on behalf of over 3,500 employees of R.J. Reynolds Tobacco Company (“RJR”) brought under the Employment Retirement Income Security Act. Plaintiffs allege that RJR breached its duty of prudence in administering the employee 401(k) retirement plan when it liquidated two funds held by the plan on an arbitrary timeline without conducting a thorough investigation, thereby causing a substantial loss to the plan. The 6-week bench trial occurred in January-February 2010 and December 2010, and post-trial briefing concluded in February 2011.

In February 2013, the District Court issued a decision in favor of RJR. The District Court found that RJR breached its fiduciary duty of procedural prudence but concluded that a reasonable and prudent fiduciary could have made the same decision as RJR made. Plaintiffs appealed. In August 2014, the U.S. Court of Appeals for the Fourth Circuit affirmed the holding that RJR breached its duty of procedural prudence and therefore bore the burden of proof as to causation. The Court of Appeals found that the District Court failed to apply the correct legal standard in assessing RJR’s liability, reversed the judgment in favor of RJR, and remanded the case to the District Court for further proceedings.

RJR sought review by the U.S. Supreme Court of the appellate court's fiduciary duty standard. On June 29, 2015, the Court denied RJR's petition for a writ of certiorari. Following a new liability verdict from the District Court, the matter has not yet been resolved.

7. ***Strauch v. Computer Sciences Corporation***, No. 2:14-cv-00956 (D. Conn.). In 2005, Computer Sciences Corporation (“CSC”) settled for \$24 million a nationwide class and collective action lawsuit alleging that CSC misclassified thousands of its information technology support workers as exempt from overtime pay in violation of in violation of the federal Fair Labor Standards Act (“FLSA”) and state law. Notwithstanding that settlement, a complaint filed on behalf of current and former CSC IT worker in 2014 by Lief Cabraser and co-counsel alleges that CSC misclassifies many information technology support workers as exempt even though they perform primarily nonexempt work. Plaintiffs are current and former CSC System Administrators assigned the primary duty of the installation, maintenance, and/or support of computer software and/or hardware for CSC clients. On June 9, 2015, the Court granted plaintiffs’ motion for conditional certification of a FLSA collective action.
8. ***Senne v. Major League Baseball***, No. 14-cv-00608 (N.D. Cal.). Lief Cabraser represents current and former Minor League Baseball players employed under uniform player contracts in a class and collective action seeking unpaid overtime and minimum wages under the Fair Labor Standards Act and state laws. The complaint alleges that Major League Baseball (“MLB”), the MLB franchises, and other defendants paid minor league players a uniform monthly fixed salary that, in light of the hours worked, amounts to less than the minimum wage and an unlawful denial of overtime pay.
9. ***Jang v. E.I. Du Pont De Nemours & Co.***, No. 15-03719-NC (N.D. Cal.). Lief Cabraser represents certain former DuPont employees in a breach of contract action alleging that DuPont unlawfully terminated employees’ unvested stock options. DuPont’s standard stock option award contract states that unvested options will continue to vest in accordance with their vesting schedule. In practice, however, DuPont unilaterally cancelled unvested stock options one year from employees’ termination, regardless of whether the options had vested.

The complaint was filed on August 15, 2015. DuPont filed a motion to dismiss the complaint, which was granted by United States Magistrate Judge Nathanael Cousins on November 19, 2015. Plaintiffs have appealed the decision to the Ninth Circuit Court of Appeals.

B. Successes

1. ***Butler v. Home Depot***, No. C94-4335 SI (N.D. Cal.). Lief Cabraser and co-counsel represented a class of approximately 25,000 female employees and applicants for employment with Home Depot's West Coast Division who alleged gender discrimination in connection with hiring, promotions, pay, job assignment, and other terms and conditions of employment. The class was certified in January 1995. In January 1998, the Court approved a \$87.5 million settlement of the action that included comprehensive injunctive relief over the term of a five-year Consent Decree. Under the terms of the settlement, Home Depot modified its hiring, promotion, and compensation practices to ensure that interested and qualified women were hired for, and promoted to, sales and management positions.

On January 14, 1998, U.S. District Judge Susan Illston commented that the settlement provides "a very significant monetary payment to the class members for which I think they should be grateful to their counsel. . . . Even more significant is the injunctive relief that's provided for . . ." By 2003, the injunctive relief had created thousands of new job opportunities in sales and management positions at Home Depot, generating the equivalent of over approximately \$100 million per year in wages for female employees.

In 2002, Judge Illston stated that the injunctive relief has been a "win/win . . . for everyone, because . . . the way the Decree has been implemented has been very successful and it is good for the company as well as the company's employees."

2. ***Rosenburg v. IBM***, No. C 06-0430 PJH (N.D. Cal.). In July 2007, the Court granted final approval to a \$65 million settlement of a class action suit by current and former technical support workers for IBM seeking unpaid overtime. The settlement constitutes a record amount in litigation seeking overtime compensation for employees in the computer industry. Plaintiffs alleged that IBM illegally misclassified its employees who install or maintain computer hardware or software as "exempt" from the overtime pay requirements of federal and state labor laws.
3. ***Satchell v. FedEx Express***, No. C 03-2659 SI; C 03-2878 SI (N.D. Cal.). In 2007, the Court granted final approval to a \$54.9 million settlement of the race discrimination class action lawsuit by African American and Latino employees of FedEx Express. The settlement requires FedEx to reform its promotion, discipline, and pay practices. Under the settlement, FedEx will implement multiple steps to promote equal employment opportunities, including making its performance evaluation process less discretionary, discarding use of the "Basic Skills Test" as a prerequisite to promotion into certain desirable positions, and

changing employment policies to demonstrate that its revised practices do not continue to foster racial discrimination. The settlement, covering 20,000 hourly employees and operations managers who have worked in the western region of FedEx Express since October 1999, was approved by the Court in August 2007.

4. ***Gonzalez v. Abercrombie & Fitch Stores***, No. C03-2817 SI (N.D. Cal.). In April 2005, the Court approved a settlement, valued at approximately \$50 million, which requires the retail clothing giant Abercrombie & Fitch to provide monetary benefits of \$40 million to the class of Latino, African American, Asian American and female applicants and employees who charged the company with discrimination. The settlement included a six-year period of injunctive relief requiring the company to institute a wide range of policies and programs to promote diversity among its workforce and to prevent discrimination based on race or gender. Lief Cabraser served as Lead Class Counsel and prosecuted the case with a number of co-counsel firms, including the Mexican American Legal Defense and Education Fund, the Asian Pacific American Legal Center and the NAACP Legal Defense and Educational Fund, Inc.
5. ***Giles v. Allstate***, JCCP Nos. 2984 and 2985. Lief Cabraser represented a class of Allstate insurance agents seeking reimbursement of out-of-pocket costs. The action settled for approximately \$40 million.
6. ***Calibuso v. Bank of America Corporation, Merrill Lynch & Co.***, No. CV10-1413 (E.D. N.Y.). Lief Cabraser served as Co-Lead Counsel for female Financial Advisors who alleged that Bank of America and Merrill Lynch engaged in a pattern and practice of gender discrimination with respect to business opportunities and compensation. The complaint charged that these violations were systemic, based upon company-wide policies and practices. In December 2013, the Court approved a \$39 million settlement. The settlement included three years of programmatic relief, overseen by an independent monitor, regarding teaming and partnership agreements, business generation, account distributions, manager evaluations, promotions, training, and complaint processing and procedures, among other things. An independent consultant also conducted an internal study of the bank's Financial Advisors' teaming practices.
7. ***Frank v. United Airlines***, No. C-92-0692 MJJ (N.D. Cal.). Lief Cabraser and co-counsel obtained a \$36.5 million settlement in February 2004 for a class of female flight attendants who were required to weigh less than comparable male flight attendants. Former U.S. District Court Judge Charles B. Renfrew (ret.), who served as a mediator in the case, stated, "As a participant in the settlement negotiations, I am familiar with and know the reputation, experience and skills of lawyers involved. They

are dedicated, hardworking and able counsel who have represented their clients very effectively.” U.S. District Judge Martin J. Jenkins, in granting final approval to the settlement, found “that the results achieved here could be nothing less than described as exceptional,” and that the settlement “was obtained through the efforts of outstanding counsel.”

8. ***Barnett v. Wal-Mart***, No. 01-2-24553-SNKT (Wash.). The Court approved in July 2009 a settlement valued at up to \$35 million on behalf of workers in Washington State who alleged they were deprived of meal and rest breaks and forced to work off-the-clock at Wal-Mart stores and Sam’s Clubs. In addition to monetary relief, the settlement provided injunctive relief benefiting all employees. Wal-Mart was required to undertake measures to prevent wage and hour violations at its 50 stores and clubs in Washington, measures that included the use of new technologies and compliance tools.

Plaintiffs filed their complaint in 2001. Three years later, the Court certified a class of approximately 40,000 current and former Wal-Mart employees. The eight years of litigation were intense and adversarial. Wal-Mart, currently the world’s third largest corporation, vigorously denied liability and spared no expense in defending itself.

This lawsuit and similar actions filed against Wal-Mart across America served to reform the pay procedures and employment practices for Wal-Mart’s 1.4 million employees nationwide. In a press release announcing the Court’s approval of the settlement, Wal-Mart spokesperson Daphne Moore stated, “This lawsuit was filed years ago and the allegations are not representative of the company we are today.” Lief Cabraser served as Court-appointed Co-Lead Class Counsel.

9. ***Amochaev. v. Citigroup Global Markets, d/b/a Smith Barney***, No. C 05-1298 PJH (N.D. Cal.). In August 2008, the Court approved a \$33 million settlement for the 2,411 members of the Settlement Class in a gender discrimination case against Smith Barney. Lief Cabraser represented Female Financial Advisors who charged that Smith Barney, the retail brokerage unit of Citigroup, discriminated against them in account distributions, business leads, referral business, partnership opportunities, and other terms of employment. In addition to the monetary compensation, the settlement included comprehensive injunctive relief for four years designed to increase business opportunities and promote equality in compensation for female brokers.
10. ***Vedachalam v. Tata Consultancy Services***, C 06-0963 CW (N.D. Cal.). Lief Cabraser served as Co-Lead Counsel for 12,700 foreign nationals sent by the Indian conglomerate Tata to work in the U.S. After 7 years of hard-fought litigation, the District Court in July 2013 granted final approval to a \$29.75 million settlement. The complaint charged that

Tata breached the contracts of its non-U.S.-citizen employees by requiring them to sign over their federal and state tax refund checks to Tata, and by failing to pay its non-U.S.-citizen employees the monies promised to those employees before they came to the United States. In 2007 and again in 2008, the District Court denied Tata's motions to compel arbitration of Plaintiffs' claims in India. The Court held that no arbitration agreement existed because the documents purportedly requiring arbitration in India applied one set of rules to the Plaintiffs and another set to Tata. In 2009, the Ninth Circuit Court of Appeals affirmed this decision. In July 2011, the District Court denied in part Tata's motion for summary judgment, allowing Plaintiffs' legal claims for breach of contract and certain violations of California wage laws to go forward. In 2012, the District Court found that the plaintiffs satisfied the legal requirements for a class action and certified two classes.

11. ***Giannetto v. Computer Sciences Corporation***, No. 03-CV-8201 (C.D. Cal.). In one of the largest overtime pay dispute settlements ever in the information technology industry, the Court approved a \$24 million settlement with Computer Sciences Corporation in 2005. Plaintiffs charged that the global conglomerate had a common practice of refusing to pay overtime compensation to its technical support workers involved in the installation and maintenance of computer hardware and software in violation of the Fair Labor Standards Act, California's Unfair Competition Law, and the wage and hour laws of 13 states.
12. ***Curtis-Bauer v. Morgan Stanley & Co.***, Case No. C-06-3903 (TEH). In October 2008, the Court approved a \$16 million settlement in the class action against Morgan Stanley. The complaint charged that Morgan Stanley discriminated against African-American and Latino Financial Advisors and Registered Financial Advisor Trainees in the Global Wealth Management Group of Morgan Stanley in compensation and business opportunities. The settlement included comprehensive injunctive relief regarding account distributions, partnership arrangements, branch manager promotions, hiring, retention, diversity training, and complaint processing, among other things. The settlement also provided for the appointment of an independent Diversity Monitor and an independent Industrial Psychologist to effectuate the terms of the agreement.
13. ***Church v. Consolidated Freightways***, No. C90-2290 DLJ (N.D. Cal.). Lief Cabraser was the Lead Court-appointed Class Counsel in this class action on behalf of the exempt employees of Emery Air Freight, a freight forwarding company acquired by Consolidated Freightways in 1989. On behalf of the employee class, Lief Cabraser prosecuted claims for violation of the Employee Retirement Income Security Act, the securities laws, and the Age Discrimination in Employment Act. The case settled in 1993 for \$13.5 million.

14. ***Gerlach v. Wells Fargo & Co.***, No. C 05-0585 CW (N.D. Cal.). In January 2007, the Court granted final approval to a \$12.8 million settlement of a class action suit by current and former business systems employees of Wells Fargo seeking unpaid overtime. Plaintiffs alleged that Wells Fargo illegally misclassified those employees, who maintained and updated Wells Fargo's business tools according to others' instructions, as "exempt" from the overtime pay requirements of federal and state labor laws.
15. ***Buccellato v. AT&T Operations***, No. C10-00463-LHK (N.D. Cal.). Lief Cabraser represented a group of current and former AT&T technical support workers who alleged that AT&T misclassified them as exempt and failed to pay them for all overtime hours worked, in violation of federal and state overtime pay laws. In June 2011, the Court approved a \$12.5 million collective and class action settlement.
16. ***Buttram v. UPS***, No. C-97-01590 MJJ (N.D. Cal.). Lief Cabraser and several co-counsel represented a class of approximately 14,000 African-American part-time hourly employees of UPS's Pacific and Northwest Regions alleging race discrimination in promotions and job advancement. In 1999, the Court approved a \$12.14 million settlement of the action. Under the injunctive relief portion of the settlement, Class Counsel monitored the promotions of African-American part-time hourly employees to part-time supervisor and full-time package car drivers.
17. ***Goddard, et al. v. Longs Drug Stores Corporation, et al.***, No. RG04141291 (Cal. Supr. Ct.). Store managers and assistant store managers of Longs Drugs charged that the company misclassified them as exempt from overtime wages. Managers regularly worked in excess of 8 hours per day and 40 hours per week without compensation for their overtime hours. Following mediation, in 2005, Longs Drugs agreed to settle the claims for a total of \$11 million. Over 1,000 current and former Longs Drugs managers and assistant managers were eligible for compensation under the settlement, over 98% of the class submitted claims.
18. ***Trotter v. Perdue Farms***, No. C 99-893-RRM (JJF) (MPT) (D. Del.). Lief Cabraser represented a class of chicken processing employees of Perdue Farms, Inc., one of the nation's largest poultry processors, for wage and hour violations. The suit challenged Perdue's failure to compensate its assembly line employees for putting on, taking off, and cleaning protective and sanitary equipment in violation of the Fair Labor Standards Act, various state wage and hour laws, and the Employee Retirement Income Security Act. Under a settlement approved by the Court in 2002, Perdue paid \$10 million for wages lost by its chicken processing employees and attorneys' fees and costs. The settlement was

in addition to a \$10 million settlement of a suit brought by the Department of Labor in the wake of Lief Cabraser's lawsuit.

19. ***Gottlieb v. SBC Communications***, No. CV-00-04139 AHM (MANx) (C.D. Cal.). With co-counsel, Lief Cabraser represented current and former employees of SBC and Pacific Telesis Group ("PTG") who participated in AirTouch Stock Funds, which were at one time part of PTG's salaried and non-salaried savings plans. After acquiring PTG, SBC sold AirTouch, which PTG had owned, and caused the AirTouch Stock Funds that were included in the PTG employees' savings plans to be liquidated. Plaintiffs alleged that in eliminating the AirTouch Stock Funds, and in allegedly failing to adequately communicate with employees about the liquidation, SBC breached its duties to 401k plan participants under the Employee Retirement Income Security Act. In 2002, the Court granted final approval to a \$10 million settlement.
20. ***Ellis v. Costco Wholesale Corp.***, No. 04-03341-EMC (N.D. Cal.). Lief Cabraser served as Co-Lead Counsel for current and former female employees who charged that Costco discriminated against women in promotion to management positions. In January 2007, the Court certified a class consisting of over 750 current and former female Costco employees nationwide who were denied promotion to General Manager or Assistant Manager since January 3, 2002. Costco appealed. In September 2011, the U.S. Court of Appeals for the Ninth Circuit remanded the case to the District Court to make class certification findings consistent with the U.S. Supreme Court's ruling in *Wal-Mart v. Dukes*, 131 S.Ct. 2541 (2011). In September 2012, U.S. District Court Judge Edward M. Chen granted plaintiffs' motion for class certification and certified two classes of over 1,250 current and former female Costco employees, one for injunctive relief and the other for monetary relief. On May 27, 2014, the Court approved an \$8 million settlement.
21. ***In Re Farmers Insurance Exchange Claims Representatives' Overtime Pay Litigation***, MDL No. 1439 (D. Ore.). Lief Cabraser and co-counsel represented claims representatives of Farmers' Insurance Exchange seeking unpaid overtime. Lief Cabraser won a liability phase trial on a classwide basis, and then litigated damages on an individual basis before a special master. The judgment was partially upheld on appeal. In August 2010, the Court approved an \$8 million settlement.
22. ***Zuckman v. Allied Group***, No. 02-5800 SI (N.D. Cal.). In September 2004, the Court approved a settlement with Allied Group and Nationwide Mutual Insurance Company of \$8 million plus Allied/Nationwide's share of payroll taxes on amounts treated as wages, providing plaintiffs a 100% recovery on their claims. Plaintiffs, claims representatives of Allied / Nationwide, alleged that the company misclassified them as exempt

employees and failed to pay them and other claims representatives in California overtime wages for hours they worked in excess of eight hours or forty hours per week. In approving the settlement, U.S. District Court Judge Susan Illston commended counsel for their “really good lawyering” and stated that they did “a splendid job on this” case.

23. ***Thomas v. California State Automobile Association***, No. CH217752 (Cal. Supr. Ct.). With co-counsel, Lief Cabraser represented 1,200 current and former field claims adjusters who worked for the California State Automobile Association (“CSAA”). Plaintiffs alleged that CSAA improperly classified their employees as exempt, therefore denying them overtime pay for overtime worked. In May 2002, the Court approved an \$8 million settlement of the case.
24. ***Higazi v. Cadence Design Systems***, No. C 07-2813 JW (N.D. Cal.). In July 2008, the Court granted final approval to a \$7.664 million settlement of a class action suit by current and former technical support workers for Cadence seeking unpaid overtime. Plaintiffs alleged that Cadence illegally misclassified its employees who install, maintain, or support computer hardware or software as “exempt” from the overtime pay requirements of federal and state labor laws.
25. ***Sandoval v. Mountain Center, Inc., et al.***, No. 03CC00280 (Cal. Supr. Ct.). Cable installers in California charged that defendants owed them overtime wages, as well as damages for missed meal and rest breaks and reimbursement for expenses incurred on the job. In 2005, the Court approved a \$7.2 million settlement of the litigation, which was distributed to the cable installers who submitted claims.
26. ***Lewis v. Wells Fargo***, No. 08-cv-2670 CW (N.D. Cal.). Lief Cabraser served as Lead Counsel on behalf of approximately 330 I/T workers who alleged that Wells Fargo had a common practice of misclassifying them as exempt and failing to pay them for all overtime hours worked in violation of federal and state overtime pay laws. In April 2011, the Court granted collective action certification of the FLSA claims and approved a \$6.72 million settlement of the action.
27. ***Kahn v. Denny’s***, No. BC177254 (Cal. Supr. Ct.). Lief Cabraser brought a lawsuit alleging that Denny’s failed to pay overtime wages to its General Managers and Managers who worked at company-owned restaurants in California. The Court approved a \$4 million settlement of the case in 2000.
28. ***Wynne v. McCormick & Schmick’s Seafood Restaurants***, No. C 06-3153 CW (N.D. Cal.). In August 2008, the Court granted final approval to a settlement valued at \$2.1 million, including substantial injunctive relief, for a class of African American restaurant-level hourly

employees. The consent decree created hiring benchmarks to increase the number of African Americans employed in front of the house jobs (*e.g.*, server, bartender, host/hostess, waiter/waitress, and cocktail server), a registration of interest program to minimize discrimination in promotions, improved complaint procedures, and monitoring and enforcement mechanisms.

29. ***Sherrill v. Premera Blue Cross***, No. 2:10-cv-00590-TSZ (W.D. Wash.). In April 2010, a technical worker at Premera Blue Cross filed a lawsuit against Premera seeking overtime pay from its misclassification of technical support workers as exempt. In June 2011, the Court approved a collective and class action settlement of \$1.45 million.
30. ***Holloway v. Best Buy***, No. C05-5056 PJH (N.D. Cal.). Lief Cabraser, with co-counsel, represented a class of current employees of Best Buy that alleged Best Buy stores nationwide discriminated against women, African Americans, and Latinos. The complaint charged that these employees were assigned to less desirable positions and denied promotions, and that class members who attained managerial positions were paid less than white males. In November 2011, the Court approved a settlement of the class action in which Best Buy agreed to changes to its personnel policies and procedures that will enhance the equal employment opportunities of the tens of thousands of women, African Americans, and Latinos employed by Best Buy nationwide.
31. ***Lyon v. TMP Worldwide***, No. 993096 (Cal. Supr. Ct.). Lief Cabraser served as Class Counsel for a class of certain non-supervisory employees in an advertising firm. The settlement, approved in 2000, provided almost a 100% recovery to class members. The suit alleged that TMP failed to pay overtime wages to these employees.
32. ***Lusardi v. McHugh, Secretary of the Army***, No. 0120133395 (U.S. EEOC). Lief Cabraser and the Transgender Law Center represent Tamara Lusardi, a transgender civilian software specialist employed by the U.S. Army. In a groundbreaking decision in April 2015, the Equal Employment Opportunity Commission reversed a lower agency decision and held that the employer subjected Lusardi to disparate treatment and harassment based on sex in violation of Title VII of the Civil Rights Act of 1964 when (1) the employer restricted her from using the common female restroom (consistent with her gender identity) and (2) a team leader intentionally and repeatedly referred to her by male pronouns and made hostile remarks about her transition and gender.

Lief Cabraser attorneys have had experience representing employees in additional cases, including cases involving race, gender, sexual orientation, gender identity, and age discrimination; False Claims Act (whistleblower) claims; breach of contract claims; unpaid wages or exempt misclassification (wage/hour) claims; pension plan abuses under ERISA; and

other violations of the law. For example, as described in the Antitrust section of this resume, Loeff Cabraser serves as plaintiffs' Co-Lead Counsel in a class action charging that Adobe Systems Inc., Apple Inc., Google Inc., and Intel Corporation violated antitrust laws by conspiring to suppress the wages of certain salaried employees.

Loeff Cabraser is currently investigating charges of discrimination, wage/hour violations, and wage suppression claims against several companies. In addition, our attorneys frequently write amicus briefs on cutting-edge legal issues involving employment law.

In 2015, *The Recorder* named Loeff Cabraser's employment group as a Litigation Department of the Year in the category of California Labor and Employment Law. The Litigation Department of the Year awards recognize "California litigation practices that deliver standout results on their clients' most critical matters." *The Recorder* editors consider the degree of difficulty, dollar value and importance of each matter to the client; the depth and breadth of the practice; and the use of innovative approaches.

U.S. News and Best Lawyers selected Loeff Cabraser as a 2013 national "Law Firm of the Year" in the category of Employment Law – Individuals. *U.S. News* and Best Lawyers ranked firms nationally in 80 different practice areas based on extensive client feedback and evaluations from 70,000 lawyers nationwide. Only one law firm in the U.S. in each practice area receives the "Law Firm of the Year" designation.

Benchmark Plaintiff, a guide to the nation's leading plaintiffs' firms, has given Loeff Cabraser's employment practice group a Tier 1 national ranking, its highest rating. *The Legal 500* guide to the U.S. legal profession has recognized Loeff Cabraser as having one of the leading plaintiffs' employment practices in the nation for the past four years.

Kelly M. Dermody chairs the firm's employment practice group and leads the firm's employment cases. She also serves as Managing Partner of Loeff Cabraser's San Francisco office.

In 2015, the College of Labor and Employment Lawyers named Ms. Dermody a Fellow. Nomination to the College is by ones colleagues only, and recognizes those lawyers who have demonstrated sustained and exceptional services to their clients, bar, bench, and public, and the highest level of character, integrity, professional expertise, and leadership.

The Daily Journal has selected Ms. Dermody as one of the top 100 attorneys in California (2012-2015), top 75 labor and employment lawyers in California (2011-2015), and top 100 women litigators in California (2007, 2010, 2012-2015). She has been named a Northern California "Super Lawyer" every year since 2004, including being named a "Top 10 Lawyer" in 2014.

Since 2010, Ms. Dermody has annually been recognized by her peers for inclusion in *The Best Lawyers in America* in the fields of Employment Law – Individuals and Litigation – Labor and Employment. In 2014, she was named "Lawyer of the Year" by Best Lawyers in the category of Employment Law – Individuals in San Francisco. In 2007, *California Lawyer* magazine awarded Ms. Dermody its prestigious California Lawyer Attorney of the Year (CLAY) Award.

IV. Consumer Protection

A. Current Cases

1. ***In re Checking Account Overdraft Litigation***, MDL No. 2036 (S.D. Fl.). Loeff Cabraser serves on the Plaintiffs' Executive Committee ("PEC") in Multi-District Litigation against 35 banks, including Bank of America, Chase, Citizens, PNC, Union Bank, and U.S. Bank. The complaints alleged that the banks entered debit card transactions from the "largest to the smallest" to draw down available balances more rapidly and maximize overdraft fees. In March 2010, the Court denied defendants' motions to dismiss the complaints. The Court has approved nearly \$1 billion in settlements with the banks.

In November 2011, the Court granted final approval to a \$410 million settlement of the case against Bank of America. Loeff Cabraser was the lead plaintiffs' law firm on the PEC that prosecuted the case against Bank of America. In approving the settlement with Bank of America, U.S. District Court Judge James Lawrence King stated, "This is a marvelous result for the members of the class." Judge King added, "[B]ut for the high level of dedication, ability and massive and incredible hard work by the Class attorneys . . . I do not believe the Class would have ever seen . . . a penny."

In September 2012, the Court granted final approval to a \$35 million of the case against Union Bank. In approving the settlement, Judge King again complimented plaintiffs' counsel for their outstanding work and effort in resolving the case: "The description of plaintiffs' counsel, which is a necessary part of the settlement, is, if anything, understated. In my observation of the diligence and professional activity, it's superb. I know of no other class action case anywhere in the country in the last couple of decades that's been handled as efficiently as this one has, which is a tribute to the lawyers."

2. ***Hansell v. TracFone Wireless***, No. 13-cv-3440-EMC (N.D. Cal.); ***Blaqmoor v. TracFone Wireless***, No. 13-cv-05295-EMC (N.D. Cal.); ***Gandhi v. TracFone Wireless***, No. 13-cv-05296-EMC (N.D. Cal.). In January 2015, Michael W. Sobol, the chair of Loeff Cabraser's consumer protection practice group, announced that consumers nationwide who purchased service plans with "unlimited data" from TracFone Wireless, Inc., were eligible to receive payments under a \$40 million settlement of a series of class action lawsuits. One of the nation's largest wireless carriers, TracFone uses the brands Straight Talk, Net10, Telcel America, and Simple Mobile to sell mobile phones with prepaid wireless plans at Walmart and other retail stores nationwide. The class action alleged that TracFone falsely advertised its wireless mobile phone plans as providing "unlimited data," while actually maintaining monthly data usage limits

that were not disclosed to customers. It further alleged that TracFone regularly throttled (*i.e.* significantly reduces the speed of) or terminated customers' data plans pursuant to the secret limits. Approved by the Court in July 2015, the settlement permanently enjoins TracFone from making any advertisement or other representation about amount of data its cell phone plans offer without disclosing clearly and conspicuously all material restrictions on the amount and speed of the data plan. Further, TracFone and its brands may not state in their advertisements and marketing materials that any plan provides "unlimited data" unless there is also clear, prominent, and adjoining disclosure of any applicable throttling caps or limits. The litigation is notable in part because, following two years of litigation by class counsel, the Federal Trade Commission joined the litigation and filed a Consent Order with TracFone in the same federal court where the class action litigation is pending. All compensation to consumers will be provided through the class action settlement.

3. ***Dover v. British Airways***, Case No. 1:12-cv-05567 (E.D.N.Y.). Lief Cabraser represents participants in British Airways' ("BA") frequent flyer program, known as the Executive Club, in a breach of contract class action lawsuit. BA imposes a very high "fuel surcharge," often in excess of \$500, on Executive Club reward tickets. Plaintiffs allege that the "fuel surcharge" is not based upon the price of fuel, and that it therefore violates the terms of the contract.
4. ***Telephone Consumer Protection Act Litigation***. Lief Cabraser serves as a leader in nationwide Telephone Consumer Protection Act ("TCPA") class actions challenging abusing and harassing automated calls. Based on Lief Cabraser's experience and expertise in these cases, Judge Amy J. St. Eve appointed Lief Cabraser as lead counsel in consolidated TCPA class actions against State Farm. ***Smith v. State Farm Mut. Auto. Ins. Co.***, 301 F.R.D. 284 (N.D. Ill. 2014). Lief Cabraser also maintains leadership roles in ongoing nationwide class actions against American Express (***Ossola v. American Express Co., et al.***, Case No. 1:13-CV-4836 (N.D. Ill)), DirecTV (***Brown v. DirecTV LLC***, Case No. 2:13-cv-01170-DMG-E (C.D. Cal.)), National Grid (***Jenkins v. National Grid USA, et al.***, Case No. 2:15-cv-01219-JS-GRB (E.D.N.Y.)), and several other companies that make automated debt-collection or telemarketing calls.
5. ***Moore v. Verizon Communications***, No. 09-cv-01823-SBA (N.D. Cal.); ***Nwabueze v. AT&T***, No. 09-cv-1529 SI (N.D. Cal.); ***Terry v. Pacific Bell Telephone Co.***, No. RG 09 488326 (Alameda County Sup. Ct.). Lief Cabraser, with co-counsel, represents nationwide classes of landline telephone customers subjected to the deceptive business practice known as "cramming." In this practice, a telephone company bills

customers for unauthorized third-party charges assessed by billing aggregators on behalf of third-party providers. A U.S. Senate committee has estimated that Verizon, AT&T, and Qwest place 300 million such charges on customer bills each year (amounting to \$2 billion in charges), many of which are unauthorized. Various sources estimate that 90-99% of third-party charges are unauthorized. Both Courts have granted preliminary approval of settlements that allow customers to receive 100% refunds for all unauthorized charges from 2005 to the present, plus extensive injunctive relief to prevent cramming in the future. The Nwabueze and Terry cases are ongoing.

6. ***James v. UMG Recordings, Inc.***, No. CV-11-1613 (N.D. Cal); ***Zombie v. UMG Recordings, Inc.***, No. CV-11-2431 (N.D. Cal). Lieff Cabraser and its co-counsel represent music recording artists in a proposed class action against Universal Music Group. Plaintiffs allege that Universal failed to pay the recording artists full royalty income earned from customers' purchases of digitally downloaded music from vendors such as Apple iTunes. The complaint alleges that Universal licenses plaintiffs' music to digital download providers, but in its accounting of the royalties plaintiffs have earned, treats such licenses as "records sold" because royalty rate for "records sold" is lower than the royalty rate for licenses. Plaintiffs legal claims include breach of contract and violation of California unfair competition laws. In November 2011 the Court denied defendant's motion to dismiss plaintiffs' unfair competition law claims.

7. ***White v. Experian Information Solutions***, No. 05-CV-1070 DOC (C.D. Cal.). In 2005, plaintiffs filed nationwide class action lawsuits on behalf of 750,000 claimants against the nation's three largest repositories of consumer credit information, Experian Information Solutions, Inc., Trans Union, LLC, and Equifax Information Services, LLC. The complaints charged that defendants violated the Fair Credit Reporting Act ("FCRA") by recklessly failing to follow reasonable procedures to ensure the accurate reporting of debts discharged in bankruptcy and by refusing to adequately investigate consumer disputes regarding the status of discharged accounts. In April 2008, the District Court approved a partial settlement of the action that established an historic injunction. This settlement required defendants comply with detailed procedures for the retroactive correction and updating of consumers' credit file information concerning discharged debt (affecting one million consumers who had filed for bankruptcy dating back to 2003), as well as new procedures to ensure that debts subject to future discharge orders will be similarly treated. As noted by the District Court, "Prior to the injunctive relief order entered in the instant case, however, no verdict or reported decision had ever required Defendants to implement procedures to cross-check data between their furnishers and their public record providers." In 2011,

the District Court approved a \$45 million settlement of the class claims for monetary relief. In April 2013, the Court of Appeals for the Ninth Circuit reversed the order approving the monetary settlement and remanded the case for further proceedings.

8. ***Healy v. Chesapeake Appalachia***, No. 1:10cv00023 (W.D. Va.); ***Hale v. CNX Gas***, No. 1:10cv00059 (W.D. Va.); ***Estate of Holman v. Noble Energy***, No. 03 CV 9 (Dist. Ct., Co.); ***Droegemueller v. Petroleum Development Corporation***, No. 07 CV 2508 JLK (D. Co.); ***Anderson v. Merit Energy Co.***, No. 07 CV 00916 LTB (D. Co.); ***Holman v. Petro-Canada Resources (USA)***, No. 07 CV 416 (Dist. Ct., Co.). Lief Cabraser serves as Co-Lead Counsel in several cases pending in federal court in Virginia, in which plaintiffs allege that certain natural gas companies improperly underpaid gas royalties to the owners of the gas. In one case that recently settled, the plaintiffs recovered approximately 95% of the damages they suffered. Lief Cabraser also achieved settlements on behalf of natural gas royalty owners in five other class actions outside Virginia. Those settlements -- in which class members recovered between 70% and 100% of their damages, excluding interest -- were valued at more than \$160 million.

9. ***Adkins v. Morgan Stanley***, No. 12 CV 7667 (S.D.N.Y.). Five African-American residents from Detroit, Michigan, joined by Michigan Legal Services, have brought a class action lawsuit against Morgan Stanley for discrimination in violation of the Fair Housing Act and other civil rights laws. The plaintiffs charge that Morgan Stanley actively ensured the proliferation of high-cost mortgage loans with specific risk factors in order to bundle and sell mortgage-backed securities to investors. The lawsuit is the first to seek to hold a bank in the secondary market accountable for the adverse racial impact of such policies and conduct. Plaintiffs seek certification of the case as a class action for as many as 6,000 African-Americans homeowners in the Detroit area who may have suffered similar discrimination. Lief Cabraser serves as plaintiffs' counsel with the American Civil Liberties Union, the ACLU of Michigan, and the National Consumer Law Center.

10. ***Williamson v. McAfee, Inc.***, No. 14-cv-00158-EJD (N.D. Cal.). This nationwide class action alleges that McAfee falsely represents the prices of its computer anti-virus software to customers enrolled in its "auto-renewal" program. Plaintiff alleges that McAfee's fraudulent pricing scheme operates on two levels: First, McAfee offers *non*-auto-renewal subscriptions at stated "discounts" from a "regular" sales price; however, the stated discounts are false because McAfee does not ever sell subscriptions at the stated "regular" price to *non*-auto-renewal customers. Second, plaintiffs allege that McAfee charges the auto-renewal customers the amount of the false "regular" sales price, claiming

it to be the “current” regular price even though it does not sell subscriptions at that price to any other customer. Plaintiffs allege that McAfee’s false reference price scheme violates California’s and New York’s unfair competition and false advertising laws.

11. ***Marcus A. Roberts et al. v. AT&T Mobility LLC***, No. 3:15-cv-3418 (N.D. Cal.). Lief Cabraser represents consumers in a proposed class action lawsuit against AT&T claiming that AT&T falsely advertised that its “unlimited” mobile phone plans provide “unlimited” data, while purposefully failing to disclose that it regularly “throttles” (*i.e.*, intentionally slows) customers’ data speed once they reach certain data usage thresholds. The lawsuit also challenges AT&T’s attempts to force consumers into non-class arbitration, claiming that AT&T’s arbitration clause in its Wireless Customer Agreement violates consumers’ fundamental constitutional First Amendment right to petition courts for a redress of grievances.

B. Successes

1. ***Gutierrez v. Wells Fargo Bank***, No. C 07-05923 WHA (N.D. Cal.). Following a two week bench class action trial, U.S. District Court Judge William Alsup in August 2010 issued a 90-page opinion holding that Wells Fargo violated California law by improperly and illegally assessing overdraft fees on its California customers and ordered \$203 million in restitution to the certified class. Instead of posting each transaction chronologically, the evidence presented at trial showed that Wells Fargo deducted the largest charges first, drawing down available balances more rapidly and triggering a higher volume of overdraft fees.

Wells Fargo appealed. In December 2012, the Appellate Court issued an opinion upholding and reversing portions of Judge Alsup’s order, and remanded the case to the District Court for further proceedings. In May 2013, Judge Alsup reinstated the \$203 million judgment against Wells Fargo and imposed post-judgment interest bringing the total award to nearly \$250 million. On October 29, 2014, the Appellate Court affirmed the Judge Alsup’s order reinstating the judgment.

For his outstanding work as Lead Trial Counsel and the significance of the case, *California Lawyer* magazine recognized Richard M. Heimann with a California Lawyer Attorney of the Year (CLAY) Award. In addition, the Consumer Attorneys of California selected Mr. Heimann and Michael W. Sobol as Finalists for the Consumer Attorney of the Year Award for their success in the case.

In reviewing counsel’s request for attorneys’ fees, Judge Alsup stated on May 21, 2015: “Lief, Cabraser, on the other hand, entered as class counsel and pulled victory from the jaws of defeat. They bravely

confronted several obstacles including the possibility of claim preclusion based on a class release entered in state court (by other counsel), federal preemption, hard-fought dispositive motions, and voluminous discovery. They rescued the case [counsel that originally filed] had botched and secured a full recovery of \$203 million in restitution plus injunctive relief. Notably, Attorney Richard Heimann's trial performance ranks as one of the best this judge has seen in sixteen years on the bench. Lieff, Cabraser then twice defended the class on appeal. At oral argument on the present motion, in addition to the cash restitution, Wells Fargo acknowledged that since 2010, its posting practices changed nationwide, in part, because of the injunction. Accordingly, this order allows a multiplier of 5.5 mainly on account of the fine results achieved on behalf of the class, the risk of non-payment they accepted, the superior quality of their efforts, and the delay in payment."

2. ***Kline v. The Progressive Corporation***, Circuit No. 02-L-6 (Circuit Court of the First Judicial Circuit, Johnson County, Illinois). Lieff Cabraser served as settlement class counsel in a nationwide consumer class action challenging Progressive Corporation's private passenger automobile insurance sales practices. Plaintiffs alleged that the Progressive Corporation wrongfully concealed from class members the availability of lower priced insurance for which they qualified. In 2002, the Court approved a settlement valued at approximately \$450 million, which included both cash and equitable relief. The claims program, implemented upon a nationwide mail and publication notice program, was completed in 2003.
3. ***Catholic Healthcare West Cases***, JCCP No. 4453 (Cal. Supr. Ct.). Plaintiff alleged that Catholic Healthcare West ("CHW") charged uninsured patients excessive fees for treatment and services, at rates far higher than the rates charged to patients with private insurance or on Medicare. In January 2007, the Court approved a settlement that provides discounts, refunds and other benefits for CHW patients valued at \$423 million. The settlement requires that CHW lower its charges and end price discrimination against all uninsured patients, maintain generous charity case policies allowing low-income and uninsured patients to receive free or heavily discounted care, and protect uninsured patients from unfair collections practices. Lieff Cabraser served as Lead Counsel in the coordinated action.
4. ***In re Neurontin Marketing and Sales Practices Litigation***, No. 04-CV-10739-PBS (D. Mass.). Lieff Cabraser served on the Plaintiffs' Steering Committee in multidistrict litigation arising out of the sale and marketing of the prescription drug Neurontin, manufactured by Parke-Davis, a division of Warner-Lambert Company, which was later acquired by Pfizer, Inc. Lieff Cabraser served as co-counsel to Kaiser Foundation

Health Plan, Inc. and Kaiser Foundation Hospitals (“Kaiser”) in Kaiser’s trial against Pfizer in the litigation. On March 25, 2010, a federal court jury determined that Pfizer violated a federal antiracketeering law by promoting its drug Neurontin for unapproved uses and found Pfizer must pay Kaiser damages up to \$142 million. At trial, Kaiser presented evidence that Pfizer knowingly marketed Neurontin for unapproved uses without proof that it was effective. Kaiser said it was misled into believing neuropathic pain, migraines, and bipolar disorder were among the conditions that could be treated effectively with Neurontin, which was approved by the FDA as an adjunctive therapy to treat epilepsy and later for post-herpetic neuralgia, a specific type of neuropathic pain. In November 2010, the Court issued Findings of Fact and Conclusions of Law on Kaiser’s claims arising under the California Unfair Competition Law, finding Pfizer liable and ordering that it pay restitution to Kaiser of approximately \$95 million. In April 2013, the First Circuit Court of Appeals affirmed both the jury’s and the District Court’s verdicts. In November 2014, the Court approved a \$325 million settlement on behalf of a nationwide class of third party payors.

5. ***Sutter Health Uninsured Pricing Cases***, JCCP No. 4388 (Cal. Supr. Ct.). Plaintiffs alleged that they and a Class of uninsured patients treated at Sutter hospitals were charged substantially more than patients with private or public insurance, and many times above the cost of providing their treatment. In December 2006, the Court granted final approval to a comprehensive and groundbreaking settlement of the action. As part of the settlement, Class members were entitled to make a claim for refunds or deductions of between 25% to 45% from their prior hospital bills, at an estimated total value of \$276 million. For a three year period, Sutter agreed to provide discounted pricing policies for uninsureds. In addition, Sutter agreed to maintain more compassionate collections policies that will protect uninsureds who fall behind in their payments. Lieff Cabraser served as Lead Counsel in the coordinated action.
6. ***Citigroup Loan Cases***, JCCP No. 4197 (San Francisco Supr. Ct., Cal.). In 2003, the Court approved a settlement that provided approximately \$240 million in relief to former Associates’ customers across America. Prior to its acquisition in November 2000, Associates First Financial, referred to as The Associates, was one of the nation’s largest “subprime” lenders. Lieff Cabraser represented former customers of The Associates charging that the company added unwanted and unnecessary insurance products onto mortgage loans and engaged in improper loan refinancing practices. Lieff Cabraser served as nationwide Plaintiffs’ Co-Liaison Counsel.
7. ***Telephone Consumer Protection Act Litigation***. Lieff Cabraser has spearheaded a series of groundbreaking class actions under the

Telephone Consumer Protection Act (“TCPA”), which prohibits abusive telephone practices by lenders and marketers, and places strict limits on the use of autodialers to call or send texts to cell phones. The settlements in these cases have collectively put a stop to millions of harassing calls by debt collectors and others and resulted in the recovery by consumers across America of over \$200 million.

In 2012, Lief Cabraser achieved a \$24.15 million class settlement with Sallie Mae – the then-largest settlement in the history of the TCPA. See **Arthur v. Sallie Mae, Inc.**, No. C10-0198 JLR, 2012 U.S. Dist. LEXIS 132413 (W.D. Wash. Sept. 17, 2012). In subsequent cases, Lief Cabraser and co-counsel eclipsed this record, including a \$32,083,905 settlement with Bank of America (**Duke v. Bank of America**, No. 5:12-cv-04009-EJD (N.D. Cal.)), a \$39,975,000 settlement with HSBC (**Wilkins v. HSBC Bank Nev., N.A.**, Case No. 14-cv-190 (N.D. Ill.)), and a \$75,455,098.74 settlement with Capital One (**In re Capital One Telephone Consumer Protection Act Litigation**, Master Docket No. 1:12-cv-10064 (N.D. Ill.)). In the **HSBC** matter, Judge James F. Holderman commented on “the excellent work” and “professionalism” of Lief Cabraser and its co-counsel. Lief Cabraser’s nine class settlements in TCPA cases have collectively resulted in the recovery by consumers of over \$200 million.

8. **Thompson v. WFS Financial**, No. 3-02-0570 (M.D. Tenn.); **Pakeman v. American Honda Finance Corporation**, No. 3-02-0490 (M.D. Tenn.); **Herra v. Toyota Motor Credit Corporation**, No. CGC 03-419 230 (San Francisco Supr. Ct.). Lief Cabraser with co-counsel litigated against several of the largest automobile finance companies in the country to compensate victims of—and stop future instances of—racial discrimination in the setting of interest rates in automobile finance contracts. The litigation led to substantial changes in the way Toyota Motor Credit Corporation (“TMCC”), American Honda Finance Corporation (“American Honda”) and WFS Financial, Inc. sell automobile finance contracts, limiting the discrimination that can occur. In approving the settlement in *Thompson v. WFS Financial*, the Court recognized the “innovative” and “remarkable settlement” achieved on behalf of the nationwide class. In 2006 in *Herra v. Toyota Motor Credit Corporation*, the Court granted final approval to a nationwide class action settlement on behalf of all African-American and Hispanic customers of TMCC who entered into retail installment contracts that were assigned to TMCC from 1999 to 2006. The monetary benefit to the class was estimated to be between \$159-\$174 million.
9. **In re John Muir Uninsured Healthcare Cases**, JCCP No. 4494 (Cal. Supr. Ct.). Lief Cabraser represented nearly 53,000 uninsured patients who received care at John Muir hospitals and outpatient centers

and were charged inflated prices and then subject to overly aggressive collection practices when they failed to pay. In November 2008, the Court approved a final settlement of the *John Muir* litigation. John Muir agreed to provide refunds or bill adjustments of 40-50% to uninsured patients who received medical care at John Muir over a six year period, bringing their charges to the level of patients with private insurance, at a value of \$115 million. No claims were required. Every class member received a refund or bill adjustment. Furthermore, John Muir was required to (1) maintain charity care policies to give substantial discounts—up to 100%—to low income, uninsured patients who meet certain income requirements; (2) maintain an Uninsured Patient Discount Policy to give discounts to all uninsured patients, regardless of income, so that they pay rates no greater than those paid by patients with private insurance; (3) enhance communications to uninsured patients so they are better advised about John Muir’s pricing discounts, financial assistance, and financial counseling services; and (4) limit the practices for collecting payments from uninsured patients.

10. ***Providian Credit Card Cases***, JCCP No. 4085 (San Francisco Supr. Ct.). Lief Cabraser served as Co-Lead Counsel for a certified national Settlement Class of Providian credit cardholders who alleged that Providian had engaged in widespread misconduct by charging cardholders unlawful, excessive interest and late charges, and by promoting and selling to cardholders “add-on products” promising illusory benefits and services. In November 2001, the Court granted final approval to a \$105 million settlement of the case, which also required Providian to implement substantial changes in its business practices. The \$105 million settlement, combined with an earlier settlement by Providian with Federal and state agencies, represents the largest settlement ever by a U.S. credit card company in a consumer protection case.

11. ***In re Chase Bank USA, N.A. “Check Loan” Contract Litigation***, MDL No. 2032 (N.D. Cal.). Lief Cabraser served as Plaintiffs’ Liaison Counsel and on the Plaintiffs’ Executive Committee in Multi-District Litigation (“MDL”) charging that Chase Bank violated the implied covenant of good faith and fair dealing by unilaterally modifying the terms of fixed rate loans. The MDL was established in 2009 to coordinate more than two dozen cases that were filed in the wake of the conduct at issue. The nationwide, certified class consisted of more than 1 million Chase cardholders who, in 2008 and 2009, had their monthly minimum payment requirements unilaterally increased by Chase by more than 150%. Plaintiffs alleged that Chase made this change, in part, to induce cardholders to give up their promised fixed APRs in order to avoid the unprecedented minimum payment hike. In November 2012, the Court approved a \$100 million settlement of the case.

12. ***In re Synthroid Marketing Litigation***, MDL No. 1182 (N.D. Ill.). Lief Cabraser served as Co-Lead Counsel for the purchasers of the thyroid medication Synthroid in litigation against Knoll Pharmaceutical, the manufacturer of Synthroid. The lawsuits charged that Knoll misled physicians and patients into keeping patients on Synthroid despite knowing that less costly, but equally effective drugs, were available. In 2000, the District Court gave final approval to a \$87.4 million settlement with Knoll and its parent company, BASF Corporation, on behalf of a class of all consumers who purchased Synthroid at any time from 1990 to 1999. In 2001, the Court of Appeals upheld the order approving the settlement and remanded the case for further proceedings. 264 F.3d 712 (7th Cir. 2001). The settlement proceeds were distributed in 2003.

13. ***R.M. Galicia v. Franklin; Franklin v. Scripps Health***, No. IC 859468 (San Diego Supr. Ct., Cal.). Lief Cabraser served as Lead Class Counsel in a certified class action lawsuit on behalf of 60,750 uninsured patients who alleged that the Scripps Health hospital system imposed excessive fees and charges for medical treatment. The class action originated in July 2006, when uninsured patient Phillip Franklin filed a class action cross-complaint against Scripps Health after Scripps sued Mr. Franklin through a collection agency. Mr. Franklin alleged that he, like all other uninsured patients of Scripps Health, was charged unreasonable and unconscionable rates for his medical treatment. In June 2008, the Court granted final approval to a settlement of the action which includes refunds or discounts of 35% off of medical bills, collectively worth \$73 million. The settlement also required Scripps Health to modify its pricing and collections practices by (1) following an Uninsured Patient Discount Policy, which includes automatic discounts from billed charges for Hospital Services; (2) following a Charity Care Policy, which provides uninsured patients who meet certain income tests with discounts on Health Services up to 100% free care, and provides for charity discounts under other special circumstances; (3) informing uninsured patients about the availability and terms of the above financial assistance policies; and (4) restricting certain collections practices and actively monitoring outside collection agents.

14. ***In re Lawn Mower Engine Horsepower Marketing and Sales Practices Litigation***, MDL No. 1999 (E.D. Wi.). Lief Cabraser served as co-counsel for consumers who alleged manufacturers of certain gasoline-powered lawn mowers misrepresented, and significantly overstated, the horsepower of the product. As the price for lawn mowers is linked to the horsepower of the engine -- the higher the horsepower, the more expensive the lawn mower -- defendants' alleged misconduct caused consumers to purchase expensive lawn mowers that provided lower horsepower than advertised. In August 2010, the Court approved a \$65 million settlement of the action.

15. ***Strugano v. Nextel Communications***, No. BC 288359 (Los Angeles Supr. Ct). In May 2006, the Los Angeles Superior Court granted final approval to a class action settlement on behalf of all California customers of Nextel from January 1, 1999 through December 31, 2002, for compensation for the harm caused by Nextel's alleged unilateral (1) addition of a \$1.15 monthly service fee and/or (2) change from second-by-second billing to minute-by-minute billing, which caused "overage" charges (i.e., for exceeding their allotted cellular plan minutes). The total benefit conferred by the Settlement directly to Class Members was between approximately \$13.5 million and \$55.5 million, depending on which benefit Class Members selected.
16. ***Curry v. Fairbanks Capital Corporation***, No. 03-10895-DPW (D. Mass.). In 2004, the Court approved a \$55 million settlement of a class action lawsuit against Fairbanks Capital Corporation arising out of charges against Fairbanks of misconduct in servicing its customers' mortgage loans. The settlement also required substantial changes in Fairbanks' business practices and established a default resolution program to limit the imposition of fees and foreclosure proceedings against Fairbanks' customers. Lief Cabraser served as nationwide Co-Lead Counsel for the homeowners.
17. ***Payment Protection Credit Card Litigation***. Lief Cabraser represented consumers in litigation in federal court against some of the nation's largest credit card issuers, challenging the imposition of charges for so-called "payment protection" or "credit protection" programs. The complaints charged that the credit card companies imposed payment protection without the consent of the consumer and/or deceptively marketed the service, and further that the credit card companies unfairly administered their payment protection programs to the detriment of consumers. In 2012 and 2013, the Courts approved monetary settlements with HSBC (\$23.5 million), Bank of America (\$20 million), and Discover (\$10 million) that also required changes in the marketing and sale of payment protection to consumers.
18. ***California Title Insurance Industry Litigation***. Lief Cabraser, in coordination with parallel litigation brought by the Attorney General, reached settlements in 2003 and 2004 with the leading title insurance companies in California, resulting in historic industry-wide changes to the practice of providing escrow services in real estate closings. The settlements brought a total of \$50 million in restitution to California consumers, including cash payments. In the lawsuits, plaintiffs alleged, among other things, that the title companies received interest payments on customer escrow funds that were never reimbursed to their customers. The defendant companies include Lawyers' Title, Commonwealth Land

Title, Stewart Title of California, First American Title, Fidelity National Title, and Chicago Title.

19. ***Vytorin/Zetia Marketing, Sales Practices & Products Liability Litigation***, MDL No. 1938 (D. N.J.). Lief Cabraser served on the Executive Committee of the Plaintiffs' Steering Committee representing plaintiffs alleging that Merck/Schering-Plough Pharmaceuticals falsely marketed anti-cholesterol drugs Vytorin and Zetia as being more effective than other anti-cholesterol drugs. Plaintiffs further alleged that Merck/Schering-Plough Pharmaceuticals sold Vytorin and Zetia at higher prices than other anti-cholesterol medication when they were no more effective than other drugs. In 2010, the Court approved a \$41.5 million settlement for consumers who bought Vytorin or Zetia between November 2002 and February 2010.
20. ***Morris v. AT&T Wireless Services***, No. C-04-1997-MJP (W.D. Wash.). Lief Cabraser served as class counsel for a nationwide settlement class of cell phone customers subjected to an end-of-billing cycle cancellation policy implemented by AT&T Wireless in 2003 and alleged to have breached customers' service agreements. In May 2006, the New Jersey Superior Court granted final approval to a class settlement that guarantees delivery to the class of \$40 million in benefits. Class members received cash-equivalent calling cards automatically, and had the option of redeeming them for cash. Lief Cabraser had been prosecuting the class claims in the Western District of Washington when a settlement in New Jersey state court was announced. Lief Cabraser objected to that settlement as inadequate because it would have only provided \$1.5 million in benefits without a cash option, and the Court agreed, declining to approve it. Thereafter, Lief Cabraser negotiated the new settlement providing \$40 million to the class, and the settlement was approved.
21. ***Berger v. Property I.D. Corporation***, No. CV 05-5373-GHK (C.D. Cal.). In January 2009, the Court granted final approval to a \$39.4 million settlement with several of the nation's largest real estate brokerages, including companies doing business as Coldwell Banker, Century 21, and ERA Real Estate, and California franchisors for RE/MAX and Prudential California Realty, in an action under the Real Estate Settlement Procedures Act on behalf of California home sellers. Plaintiffs charged that the brokers and Property I.D. Corporation set up straw companies as a way to disguise kickbacks for referring their California clients' natural hazard disclosure report business to Property I.D. (the report is required to sell a home in California). Under the settlement, hundreds of thousands of California home sellers were eligible to receive a full refund of the cost of their report, typically about \$100.

22. ***In re Tri-State Crematory Litigation***, MDL No. 1467 (N.D. Ga.). In March 2004, Lief Cabraser delivered opening statements and began testimony in a class action by families whose loved ones were improperly cremated and desecrated by Tri-State Crematory in Noble, Georgia. The families also asserted claims against the funeral homes that delivered the decedents to Tri-State Crematory for failing to ensure that the crematory performed cremations in the manner required under the law and by human decency. One week into trial, settlements with the remaining funeral home defendants were reached and brought the settlement total to approximately \$37 million. Trial on the class members' claims against the operators of crematory began in August 2004. Soon thereafter, these defendants entered into a \$80 million settlement with plaintiffs. As part of the settlement, all buildings on the Tri-State property were razed. The property will remain in a trust so that it will be preserved in peace and dignity as a secluded memorial to those whose remains were mistreated, and to prevent crematory operations or other inappropriate activities from ever taking place there. Earlier in the litigation, the Court granted plaintiffs' motion for class certification in a published order. 215 F.R.D. 660 (2003).
23. ***In re American Family Enterprises***, MDL No. 1235 (D. N.J.). Lief Cabraser served as Co-Lead Counsel for a nationwide class of persons who received any sweepstakes materials sent under the name "American Family Publishers." The class action lawsuit alleged that defendants deceived consumers into purchasing magazine subscriptions and merchandise in the belief that such purchases were necessary to win an American Family Publishers' sweepstakes prize or enhanced their chances of winning a sweepstakes prize. In September 2000, the Court granted final approval of a \$33 million settlement of the class action. In April 2001, over 63,000 class members received refunds averaging over \$500 each, representing 92% of their eligible purchases. In addition, American Family Publishers agreed to make significant changes to the way it conducts the sweepstakes.
24. ***Walsh v. Kindred Healthcare Inc.***, No. 3:11-cv-00050 (N.D. Cal.). Lief Cabraser and co-counsel represented a class of 54,000 current and former residents, and families of residents, of skilled nursing care facilities in a class action against Kindred Healthcare for failing to adequately staff its nursing facilities in California. Since January 1, 2000, skilled nursing facilities in California have been required to provide at least 3.2 hours of direct nursing hours per patient day (NHPPD), which represented the minimum staffing required for patients at skilled nursing facilities.

The complaint alleged a pervasive and intentional failure by Kindred Healthcare to comply with California's required minimum standard for

qualified nurse staffing at its facilities. Understaffing is uniformly viewed as one of the primary causes of the inadequate care and often unsafe conditions in skilled nursing facilities. Studies have repeatedly shown a direct correlation between inadequate skilled nursing care and serious health problems, including a greater likelihood of falls, pressure sores, significant weight loss, incontinence, and premature death. The complaint further charged that Kindred Healthcare collected millions of dollars in payments from residents and their family members, under the false pretense that it was in compliance with California staffing laws and would continue to do so.

In December 2013, the Court approved a \$8.25 million settlement which included cash payments to class members and an injunction requiring Kindred Healthcare to consistently utilize staffing practices which would ensure they complied with applicable California law. The injunction, subject to a third party monitor, was valued at between \$6 to \$20 million.

25. ***Cincotta v. California Emergency Physicians Medical Group***, No. 07359096 (Cal. Supr. Ct.). Lieff Cabraser served as class counsel for nearly 100,000 uninsured patients that alleged they were charged excessive and unfair rates for emergency room service across 55 hospitals throughout California. The settlement, approved on October 31, 2008, provided complete debt elimination, 100% cancellation of the bill, to uninsured patients treated by California Emergency Physicians Medical Group during the 4-year class period. These benefits were valued at \$27 million. No claims were required, so all of these bills were cancelled. In addition, the settlement required California Emergency Physicians Medical Group prospectively to (1) maintain certain discount policies for all charity care patients; (2) inform patients of the available discounts by enhanced communications; and (3) limit significantly the type of collections practices available for collecting from charity care patients.
26. ***In re Ameriquest Mortgage Co. Mortgage Lending Practices Litigation***, MDL No. 1715. Lieff Cabraser served as Co-Lead Counsel for borrowers who alleged that Ameriquest engaged in a predatory lending scheme based on the sale of loans with illegal and undisclosed fees and terms. In August 2010, the Court approved a \$22 million settlement.
27. ***ING Bank Rate Renew Cases***, Case No. 11-154-LPS (D. Del.). Lieff Cabraser represented borrowers in class action lawsuits charging that ING Direct breached its promise to allow them to refinance their mortgages for a flat fee. From October 2005 through April 2009, ING promoted a \$500 or \$750 flat-rate refinancing fee called "Rate Renew" as a benefit of choosing ING for mortgages over competitors. Beginning in May 2009, however, ING began charging a higher fee of a full monthly mortgage payment for refinancing using "Rate Renew," despite ING's

earlier and lower advertised price. As a result, the complaint alleged that many borrowers paid more to refinance their loans using "Rate Renew" than they should have, or were denied the opportunity to refinance their loan even though the borrowers met the terms and conditions of ING's original "Rate Renew" offer. In August 2012, the Court certified a class of consumers in ten states who purchased or retained an ING mortgage from October 2005 through April 2009. A second case on behalf of California consumers was filed in December 2012. In October 2014, the Court approved a \$20.35 million nationwide settlement of the litigation. The settlement provided an average payment of \$175 to the nearly 100,000 class members, transmitted to their accounts automatically and without any need to file a claim form.

28. ***Yarrington v. Solvay Pharmaceuticals***, No. 09-CV-2261 (D. Minn.). In March 2010, the Court granted final approval to a \$16.5 million settlement with Solvay Pharmaceuticals, one of the country's leading pharmaceutical companies. Lief Cabraser served as Co-Lead Counsel, representing a class of persons who purchased Estratest—a hormone replacement drug. The class action lawsuit alleged that Solvay deceptively marketed and advertised Estratest as an FDA-approved drug when in fact Estratest was not FDA-approved for any use. Under the settlement, consumers obtained partial refunds for up to 30% of the purchase price paid of Estratest. In addition, \$8.9 million of the settlement was allocated to fund programs and activities devoted to promoting women's health and well-being at health organizations, medical schools, and charities throughout the nation.
29. ***Reverse Mortgage Cases***, JCCP No. 4061 (San Mateo County Supr. Ct., Cal.). Transamerica Corporation, through its subsidiary Transamerica Homefirst, Inc., sold "reverse mortgages" marketed under the trade name "Lifetime." The Lifetime reverse mortgages were sold exclusively to seniors, *i.e.*, persons 65 years or older. Lief Cabraser, with co-counsel, filed suit on behalf of seniors alleging that the terms of the reverse mortgages were unfair, and that borrowers were misled as to the loan terms, including the existence and amount of certain charges and fees. In 2003, the Court granted final approval to an \$8 million settlement of the action.
30. ***Brazil v. Dell***, No. C-07-01700 RMW (N.D. Cal.). Lief Cabraser served as Class Counsel representing a certified class of online consumers in California who purchased certain Dell computers based on the advertisement of an instant-off (or "slash-through") discount. The complaint challenged Dell's pervasive use of "slash-through" reference prices in its online marketing. Plaintiffs alleged that these "slash-through" reference prices were interpreted by consumers as representing Dell's former or regular sales prices, and that such reference prices (and

corresponding representations of “savings”) were false because Dell rarely, if ever, sold its products at such prices. In October 2011, the Court approved a settlement that provided a \$50 payment to each class member who submitted a timely and valid claim. In addition, in response to the lawsuit, Dell changed its methodology for consumer online advertising, eliminating the use of “slash-through” references prices.

31. ***Hepting v. AT&T Corp.***, Case No. C-06-0672-VRW (N.D. Cal.). Plaintiffs alleged that AT&T collaborated with the National Security Agency in a massive warrantless surveillance program that illegally tracked the domestic and foreign communications and communications records of millions of Americans in violation of the U.S. Constitution, Electronic Communications Privacy Act, and other statutes. The case was filed on January 2006. The U.S. government quickly intervened and sought dismissal of the case. By the Spring of 2006, over 50 other lawsuits were filed against various telecommunications companies, in response to a *USA Today* article confirming the surveillance of communications and communications records. The cases were combined into a multi-district litigation proceeding entitled *In re National Security Agency Telecommunications Record Litigation*, MDL No. 06-1791. In June of 2006, the District Court rejected both the government's attempt to dismiss the case on the grounds of the state secret privilege and AT&T's arguments in favor of dismissal. The government and AT&T appealed the decision and the U.S. Court of Appeals for the Ninth Circuit heard argument one year later. No decision was issued. In July 2008, Congress granted the government and AT&T “retroactive immunity” for liability for their wiretapping program under amendments to the Foreign Intelligence Surveillance Act that were drafted in response to this litigation. Signed into law by President Bush in 2008, the amendments effectively terminated the litigation. Lief Cabraser played a leading role in the litigation working closely with co-counsel from the Electronic Frontier Foundation.
32. ***In Re Apple and AT&T iPad Unlimited Data Plan Litigation***, No. 5:10-cv-02553 RMW (N.D. Ca.). Lief Cabraser served as class counsel in an action against Apple and AT&T charging that Apple and AT&T misrepresented that consumers purchasing an iPad with 3G capability could choose an unlimited data plan for a fixed monthly rate and switch in and out of the unlimited plan on a monthly basis as they wished. Less than six weeks after its introduction to the U.S. market, AT&T and Apple discontinued their unlimited data plan for any iPad 3G customers not currently enrolled and prohibited current unlimited data plan customers from switching back and forth from a less expensive, limited data plan. In March 2014, Apple agreed to compensate all class members \$40 and approximately 60,000 claims were paid. In addition, sub-class members

who had not yet entered into an agreement with AT&T were offered a data plan.

V. Economic Injury Product Defects

A. Current Cases

1. ***Front-Loading Washer Products Liability Litigation.*** Lieff Cabraser represents consumers in multiple states who have filed separate class action lawsuits against Whirlpool, Sears and LG Corporations. The complaints charge that certain front-loading automatic washers manufactured by these companies are defectively designed and that the design defects create foul odors from mold and mildew that permeate washing machines and customers' homes. Many class members have spent money for repairs and on other purported remedies. As the complaints allege, none of these remedies eliminates the problem.
2. ***In Re General Motors LLC Ignition Switch Litigation,*** 14-MD-2543 (JMF); 14-MC-2434 (JMF). Lieff Cabraser represents proposed nationwide classes of GM vehicle owners and lessees whose cars include defective ignition switches in litigation focusing on economic loss claims. On August 15, 2014, U.S. District Court Judge Jesse M. Furman appointed Elizabeth J. Cabraser as Co-Lead Plaintiffs' Counsel in the litigation, which seeks compensation on behalf of consumers who purchased or leased GM vehicles containing a defective ignition switch, over 500,000 of which have now been recalled. The consumer complaints allege that the ignition switches in these vehicles share a common, uniform, and defective design. As a result, these cars are of a lesser quality than GM represented, and class members overpaid for the cars. Further, GM's public disclosure of the ignition switch defect has caused the value of these cars to materially diminish. The complaints seek monetary relief for the diminished value of the class members' cars.
3. ***Honda Window Defective Window Litigation.*** Case No. 2:21-cv-01142-SVW-PLA (C.D. CA). Lieff Cabraser represents consumers in a class action lawsuit filed against Honda Motor Company, Inc. for manufacturing and selling vehicles with allegedly defective window regulator mechanisms. Windows in these vehicles allegedly can, without warning, drop into the door frame and break or become permanently stuck in the fully-open position.

The experience of one Honda Element owner, as set forth in the complaint, exemplifies the problem: The driver's side window in his vehicle slid down suddenly while he was driving on a smooth road. A few months later, the window on the passenger side of the vehicle also slid down into the door and would not move back up. The owner incurred

more than \$300 in repair costs, which Honda refused to pay for. Discovery in the action is ongoing.

4. ***In re Chinese-Manufactured Drywall Products Liability Litigation***, No. 10-30568 (E.D. La.). Lief Cabraser with co-counsel represents a proposed class of builders who suffered economic losses as a result of the presence of Chinese-manufactured drywall in homes and other buildings they constructed. From 2005 to 2008, hundreds-of-millions of square feet of gypsum wallboard manufactured in China were exported to the U.S., primarily to the Gulf Coast states, and installed in newly-constructed and reconstructed properties. After installation of this drywall, owners and occupants of the properties began noticing unusual odors, blackening of silver and copper items and components, and the failure of appliances, including microwaves, refrigerators, and air-conditioning units. Some residents of the affected homes also experienced health problems, such as skin and eye irritation, respiratory issues, and headaches.

Lief Cabraser's client, Mitchell Company, Inc., was the first to perfect service on Chinese defendant Taishan Gypsum Co. Ltd. ("TG"), and thereafter secured a default judgment against TG. Lief Cabraser participated in briefing that led to the District Court's denial of TG's motion to dismiss the class action complaint for lack of personal jurisdiction. On May 21, 2014, the U.S. Court of Appeals for the Fifth Circuit affirmed the District Court's default judgment against TG, finding jurisdiction based on ties of the company and its agent with state distributors. 753 F.3d 521 (5th Cir. 2014).

B. Successes

1. ***In re Mercedes-Benz Tele-Aid Contract Litigation***, MDL No. 1914 (D. N.J.). Lief Cabraser represented owners and lessees of Mercedes-Benz cars and SUVs equipped with the Tele-Aid system, an emergency response system which links subscribers to road-side assistance operators by using a combination of global positioning and cellular technology. In 2002, the Federal Communications Commission issued a rule, effective 2008, eliminating the requirement that wireless phone carriers provide analog-based networks. The Tele-Aid system offered by Mercedes-Benz relied on analog signals. Plaintiffs charged that Mercedes-Benz committed fraud in promoting and selling the Tele-Aid system without disclosing to buyers of certain model years that the Tele-Aid system as installed would become obsolete in 2008.

In an April 2009 published order, the Court certified a nationwide class of all persons or entities in the U.S. who purchased or leased a Mercedes-Benz vehicle equipped with an analog-only Tele Aid system after August 8, 2002, and (1) subscribed to Tele Aid service until being

informed that such service would be discontinued at the end of 2007, or (2) purchased an upgrade to digital equipment. In September 2011, the Court approved a settlement that provided class members between a \$650 check or a \$750 to \$1,300 certificate toward the purchase or lease of new Mercedes-Benz vehicle, depending upon whether or not they paid for an upgrade of the analog Tele Aid system and whether they still owned their vehicle. In approving the settlement, U.S. District Court Judge Dickinson R. Debevoise stated, “I want to thank counsel for the . . . very effective and good work It was carried out with vigor, integrity and aggressiveness with never going beyond the maxims of the Court.”

2. ***McLennan v. LG Electronics USA***, No. 2:10-cv-03604 (D. N.J.). Lief Cabraser represented consumers who alleged several LG refrigerator models had a faulty design that caused the interior lights to remain on even when the refrigerator doors were closed (identified as the “light issue”), resulting in overheating and food spoilage. In March 2012, the Court granted final approval to a settlement of the nationwide class action lawsuit. The settlement provides that LG reimburse class members for all out-of-pocket costs (parts and labor) to repair the light issue prior to the mailing of the class notice and extends the warranty with respect to the light issue for 10 years from the date of the original retail purchase of the refrigerator. The extended warranty covers in-home refrigerator repair performed by LG and, in some cases, the cost of a replacement refrigerator. In approving the settlement, U.S. District Court Judge William J. Martini stated, “The Settlement in this case provides for both the complete reimbursement of out-of-pocket expenses for repairs fixing the Light Issue, as well as a warranty for ten years from the date of refrigerator purchase. It would be hard to imagine a better recovery for the Class had the litigation gone to trial. Because Class members will essentially receive all of the relief to which they would have been entitled after a successful trial, this factor weighs heavily in favor of settlement.”

3. ***Grays Harbor Adventist Christian School v. Carrier Corporation***, No. 05-05437 (W.D. Wash.). In April 2008, the Court approved a nationwide settlement for current and past owners of high-efficiency furnaces manufactured and sold by Carrier Corporation and equipped with polypropylene-laminated condensing heat exchangers (“CHXs”). Carrier sold the furnaces under the Carrier, Bryant, Day & Night and Payne brand-names. Plaintiffs alleged that starting in 1989 Carrier began manufacturing and selling high efficiency condensing furnaces manufactured with a secondary CHX made of inferior materials. Plaintiffs alleged that as a result, the CHXs, which Carrier warranted and consumers expected to last for 20 years, failed prematurely. The settlement provides an enhanced 20-year warranty of free service and free parts for consumers whose furnaces have not yet failed. The settlement

also offers a cash reimbursement for consumers who already paid to repair or replace the CHX in their high-efficiency Carrier furnaces.

An estimated three million or more consumers in the U.S. and Canada purchased the furnaces covered under the settlement. Plaintiffs valued the settlement to consumers at over \$300 million based upon the combined value of the cash reimbursement and the estimated cost of an enhanced warranty of this nature.

4. ***Carideo v. Dell***, No. C06-1772 JLR (W.D. Wash.). Lief Cabraser represented consumers who owned Dell Inspiron notebook computer model numbers 1150, 5100, or 5160. The class action lawsuit complaint charged that the notebooks suffered premature failure of their cooling system, power supply system, and/or motherboards. In December 2010, the Court approved a settlement which provided class members that paid Dell for certain repairs to their Inspiron notebook computer a reimbursement of all or a portion of the cost of the repairs.
5. ***Cartwright v. Viking Industries***, No. 2:07-cv-2159 FCD (E.D. Cal.) Lief Cabraser represented California homeowners in a class action lawsuit which alleged that over one million Series 3000 windows produced and distributed by Viking between 1989 and 1999 were defective. The plaintiffs charged that the windows were not watertight and allowed for water to penetrate the surrounding sheetrock, drywall, paint or wallpaper. Under the terms of a settlement approved by the Court in August 2010, all class members who submitted valid claims were entitled to receive as much as \$500 per affected property.
6. ***Pelletz v. Advanced Environmental Recycling Technologies*** (W.D. Wash.). Lief Cabraser served as Co-Lead Counsel in a case alleging that ChoiceDek decking materials, manufactured by AERT, developed persistent and untreatable mold spotting throughout their surface. In a published opinion in January 2009, the Court approved a settlement that provided affected consumers with free and discounted deck treatments, mold inhibitor applications, and product replacement and reimbursement.
7. ***Create-A-Card v. Intuit***, No. C07-6452 WHA (N.D. Cal.). Lief Cabraser, with co-counsel, represented business users of QuickBooks Pro for accounting that lost their QuickBooks data and other files due to faulty software code sent by Intuit, the producer of QuickBooks. In September 2009, the Court granted final approval to a settlement that provided all class members who filed a valid claim with a free software upgrade and compensation for certain data-recovery costs. Commenting on the settlement and the work of Lief Cabraser on September 17, 2009, U.S. District Court Judge William H. Alsup stated, "I want to come back to something that I observed in this case firsthand for a long time now. I

think you've done an excellent job in the case as class counsel and the class has been well represented having you and your firm in the case.”

8. ***Weekend Warrior Trailer Cases***, JCCP No. 4455 (Cal. Supr. Ct.). Lief Cabraser, with co-counsel, represented owners of Weekend Warrior trailers manufactured between 1998 and 2006 that were equipped with frames manufactured, assembled, or supplied by Zieman Manufacturing Company. The trailers, commonly referred to as “toy haulers,” were used to transport outdoor recreational equipment such as motorcycles and all-terrain vehicles. Plaintiffs charged that Weekend Warrior and Zieman knew of design and performance problems, including bent frames, detached siding, and warped forward cargo areas, with the trailers, and concealed the defects from consumers. In February 2008, the Court approved a \$5.5 million settlement of the action that provided for the repair and/or reimbursement of the trailers. In approving the settlement, California Superior Court Judge Thierry P. Colaw stated that class counsel were “some of the best” and “there was an overwhelming positive reaction to the settlement” among class members.
9. ***Lundell v. Dell***, No. C05-03970 (N.D. Cal.). Lief Cabraser served as Lead Class Counsel for consumers who experienced power problems with the Dell Inspiron 5150 notebook. In December 2006, the Court granted final approval to a settlement of the class action which extended the one-year limited warranty on the notebook for a set of repairs related to the power system. In addition, class members that paid Dell or a third party for repair of the power system of their notebook were entitled to a 100% cash refund from Dell.
10. ***Kan v. Toshiba American Information Systems***, No. BC327273 (Los Angeles Super. Ct.). Lief Cabraser served as Co-Lead Counsel for a class of all end-user persons or entities who purchased or otherwise acquired in the United States, for their own use and not for resale, a new Toshiba Satellite Pro 6100 Series notebook. Consumers alleged a series of defects were present in the notebook. In 2006, the Court approved a settlement that extended the warranty for all Satellite Pro 6100 notebooks, provided cash compensation for certain repairs, and reimbursed class members for certain out-of-warranty repair expenses.
11. ***Foothill/DeAnza Community College District v. Northwest Pipe Company***, No. C-00-20749 (N.D. Cal.). In June 2004, the Court approved the creation of a settlement fund of up to \$14.5 million for property owners nationwide with Poz-Lok fire sprinkler piping that fails. Since 1990, Poz-Lok pipes and pipe fittings were sold in the U.S. as part of fire suppression systems for use in residential and commercial buildings. After leaks in Poz-Lok pipes caused damage to its DeAnza Campus Center building, Foothill/DeAnza Community College District in California

retained Lief Cabraser to file a class action lawsuit against the manufacturers of Poz-Lok. The college district charged that Poz-Lok pipe had manufacturing and design defects that resulted in the premature corrosion and failure of the product. Under the settlement, owners whose Poz-Lok pipes are leaking today, or over the next 15 years, may file a claim for compensation.

12. ***Toshiba Laptop Screen Flicker Settlement.*** Lief Cabraser negotiated a settlement with Toshiba America Information Systems, Inc. (“TAIS”) to provide relief for owners of certain Toshiba Satellite 1800 Series, Satellite Pro 4600 and Tecra 8100 personal notebook computers whose screens flickered, dimmed or went blank due to an issue with the FL Inverter Board component. In 2004 under the terms of the Settlement, owners of affected computers who paid to have the FL Inverter issue repaired by either TAIS or an authorized TAIS service provider recovered the cost of that repair, up to \$300 for the Satellite 1800 Series and the Satellite Pro 4600 personal computers, or \$400 for the Tecra 8100 personal computers. TAIS also agreed to extend the affected computers’ warranties for the FL Inverter issue by 18 months.

13. ***McManus v. Fleetwood Enterprises, Inc.,*** No. SA-99-CA-464-FB (W.D. Tex.). Lief Cabraser served as Class Counsel on behalf of original owners of 1994-2000 model year Fleetwood Class A and Class C motor homes. In 2003, the Court approved a settlement that resolved lawsuits pending in Texas and California about braking while towing with 1994 Fleetwood Class A and Class C motor homes. The lawsuits alleged that Fleetwood misrepresented the towing capabilities of new motor homes it sold, and claimed that Fleetwood should have told buyers that a supplemental braking system is needed to stop safely while towing heavy items, such as a vehicle or trailer. The settlement paid \$250 to people who bought a supplemental braking system for Fleetwood motor homes that they bought new. Earlier, the appellate court found that common questions predominated under purchasers’ breach of implied warranty of merchantability claim. 320 F.3d 545 (5th Cir. 2003).

14. ***Richison v. American Cemwood Corp.,*** No. 005532 (San Joaquin Supr. Ct., Cal.). Lief Cabraser served as Co-Lead Class Counsel for an estimated nationwide class of 30,000 owners of homes and other structures on which defective Cemwood Shakes were installed. In November 2003, the Court granted final approval to a \$75 million Phase 2 settlement in the American Cemwood roofing shakes national class action litigation. This amount was in addition to a \$65 million partial settlement approved by the Court in May 2000, and brought the litigation to a conclusion.

15. ***ABS Pipe Litigation***, JCCP No. 3126 (Contra Costa County Supr. Ct., Cal.). Lief Cabraser served as Lead Class Counsel on behalf of property owners whose ABS plumbing pipe was allegedly defective and caused property damage by leaking. Six separate class actions were filed in California against five different ABS pipe manufacturers, numerous developers of homes containing the ABS pipe, as well as the resin supplier and the entity charged with ensuring the integrity of the product. Between 1998 and 2001, we achieved 12 separate settlements in the class actions and related individual lawsuits for approximately \$78 million.

Commenting on the work of Lief Cabraser and co-counsel in the case, California Superior Court (now appellate) Judge Mark B. Simons stated on May 14, 1998: “The attorneys who were involved in the resolution of the case certainly entered the case with impressive reputations and did nothing in the course of their work on this case to diminish these reputations, but underlined, in my opinion, how well deserved those reputations are.”

16. ***Williams v. Weyerhaeuser***, No. 995787 (San Francisco Supr. Ct.). Lief Cabraser served as Class Counsel on behalf of a nationwide class of hundreds of thousands or millions of owners of homes and other structures with defective Weyerhaeuser hardboard siding. A California-wide class was certified for all purposes in February 1999, and withstood writ review by both the California Court of Appeals and Supreme Court of California. In 2000, the Court granted final approval to a nationwide settlement of the case which provides class members with compensation for their damaged siding, based on the cost of replacing or, in some instances, repairing, damaged siding. The settlement has no cap, and requires Weyerhaeuser to pay all timely, qualified claims over a nine year period. The claims program is underway and paying claims.
17. ***Naef v. Masonite***, No. CV-94-4033 (Mobile County Circuit Ct., Ala.). Lief Cabraser served as Co-Lead Class Counsel on behalf of a nationwide Class of an estimated 4 million homeowners with allegedly defective hardboard siding manufactured and sold by Masonite Corporation, a subsidiary of International Paper, installed on their homes. The Court certified the class in November 1995, and the Alabama Supreme Court twice denied extraordinary writs seeking to decertify the Class, including in *Ex Parte Masonite*, 681 So. 2d 1068 (Ala. 1996). A month-long jury trial in 1996 established the factual predicate that Masonite hardboard siding was defective under the laws of most states. The case settled on the eve of a second class-wide trial, and in 1998, the Court approved a settlement. Under a claims program established by the settlement that ran through 2008, class members with failing Masonite hardboard siding installed and incorporated in their property between January 1, 1980 and January 15, 1998 were entitled to make claims, have their homes

evaluated by independent inspectors, and receive cash payments for damaged siding. Combined with settlements involving other alleged defective home building products sold by Masonite, the total cash paid to homeowners exceeded \$1 billion.

18. ***In re General Motors Corp. Pick-Up Fuel Tank Products Liability Litigation***, MDL No. 961 (E.D. Pa.). Lieff Cabraser served as Court-appointed Co-Lead Counsel representing a class of 4.7 million plaintiffs who owned 1973-1987 GM C/K pickup trucks with allegedly defective gas tanks. The Consolidated Complaint asserted claims under the Lanham Act, the Magnuson-Moss Act, state consumer protection statutes, and common law. In 1995, the Third Circuit vacated the District Court settlement approval order and remanded the matter to the District Court for further proceedings. In July 1996, a new nationwide class action was certified for purposes of an enhanced settlement program valued at a minimum of \$600 million, plus funding for independent fuel system safety research projects. The Court granted final approval of the settlement in November 1996.
19. ***In re Louisiana-Pacific Inner-Seal Siding Litigation***, No. C-95-879-JO (D. Ore.). Lieff Cabraser served as Co-Lead Class Counsel on behalf of a nationwide class of homeowners with defective exterior siding on their homes. Plaintiffs asserted claims for breach of warranty, fraud, negligence, and violation of consumer protection statutes. In 1996, U.S. District Judge Robert E. Jones entered an Order, Final Judgment and Decree granting final approval to a nationwide settlement requiring Louisiana-Pacific to provide funding up to \$475 million to pay for inspection of homes and repair and replacement of failing siding over the next seven years.
20. ***In re Intel Pentium Processor Litigation***, No. CV 745729 (Santa Clara Supr. Ct., Cal.). Lieff Cabraser served as one of two Court-appointed Co-Lead Class Counsel, and negotiated a settlement, approved by the Court in June 1995, involving both injunctive relief and damages having an economic value of approximately \$1 billion.
21. ***Cox v. Shell***, No. 18,844 (Obion County Chancery Ct., Tenn.). Lieff Cabraser served as Class Counsel on behalf of a nationwide class of approximately 6 million owners of property equipped with defective polybutylene plumbing systems and yard service lines. In November 1995, the Court approved a settlement involving an initial commitment by Defendants of \$950 million in compensation for past and future expenses incurred as a result of pipe leaks, and to provide replacement pipes to eligible claimants. The deadline for filing claims expired in 2009.
22. ***Hanlon v. Chrysler Corp.***, No. C-95-2010-CAL (N.D. Cal.). In 1995, the District Court approved a \$200+ million settlement enforcing

Chrysler's comprehensive minivan rear latch replacement program, and to correct alleged safety problems with Chrysler's pre-1995 designs. As part of the settlement, Chrysler agreed to replace the rear latches with redesigned latches. The settlement was affirmed on appeal by the Ninth Circuit in *Hanlon v. Chrysler Corp.*, 150 F.3d 1011 (1998).

23. ***Gross v. Mobil***, No. C 95-1237-SI (N.D. Cal.). Lief Cabraser served as Plaintiffs' Class Counsel in this nationwide action involving an estimated 2,500 aircraft engine owners whose engines were affected by Mobil AV-1, an aircraft engine oil. Plaintiffs alleged claims for strict liability, negligence, misrepresentation, violation of consumer protection statutes, and for injunctive relief. Plaintiffs obtained a preliminary injunction requiring Defendant Mobil Corporation to provide notice to all potential class members of the risks associated with past use of Defendants' aircraft engine oil. In addition, Plaintiffs negotiated a proposed Settlement, granted final approval by the Court in November 1995, valued at over \$12.5 million, under which all Class Members were eligible to participate in an engine inspection and repair program, and receive compensation for past repairs and for the loss of use of their aircraft associated with damage caused by Mobil AV-1.

VI. Antitrust/Trade Regulation/Intellectual Property

A. Current Cases

1. ***Charles Schwab Bank, N.A. v. Bank of America Corp.***, No. 11 CV 6411 (N.D. Cal.). Lief Cabraser serves as counsel for The Charles Schwab Corporation, its affiliates Charles Schwab Bank, N.A., and Charles Schwab & Co., Inc., which manages the investments of the Charles Schwab Bank, N.A. (collectively "Schwab"), and several series of The Charles Schwab Family of Funds, Schwab Investments, Charles Schwab Worldwide Funds plc ("Schwab Fund Series"), and the Bay Area Toll Authority ("BATA") in individual lawsuits against Bank of America Corporation, Credit Suisse Group AG, J.P. Morgan Chase & Co., Citibank, Inc., and additional banks for allegedly manipulating the London Interbank Offered Rate ("LIBOR").

The complaints allege that beginning in 2007, the defendants conspired to understate their true costs of borrowing, causing the calculation of LIBOR to be set artificially low. As a result, Schwab, the Schwab Fund Series, and BATA received less than their rightful rates of return on their LIBOR-based investments. The complaints assert claims under federal antitrust laws, the federal Racketeer Influenced and Corrupt Organizations Act ("RICO"), and the statutory and common law of California. The actions were transferred to the Southern District of New York for consolidated or coordinated proceedings with the LIBOR multidistrict litigation pending there. The MDL is proceeding.

2. ***Cipro Cases I and II***, JCCP Nos. 4154 and 4220 (Cal. Supr. Ct.). Lief Cabraser represents California consumers and third party payors in a class action lawsuit filed in California state court charging that Bayer Corporation, Barr Laboratories, and other generic prescription drug manufacturers conspired to restrain competition in the sale of Bayer's blockbuster antibiotic drug Ciprofloxacin, sold as Cipro. Between 1997 and 2003, Bayer paid its would-be generic drug competitors nearly \$400 million to refrain from selling more affordable versions of Cipro. As a result, consumers were forced to pay inflated prices for the drug -- frequently prescribed to treat urinary tract, prostate, abdominal, and other infections.

The Trial Court granted defendants' motion for summary judgment, which the Appellate Court affirmed in October 2011. Plaintiffs sought review before the California Supreme Court and were successful. Following briefing, the case was stayed pending the U.S. Supreme Court's decision in *FTC v. Actavis*. After the U.S. Supreme Court in *Actavis* overturned the Appellate Court's ruling that pay-for-delay deals in the pharmaceutical industry are generally legal, plaintiffs and Bayer entered into settlement negotiations. In November 2013, the Trial Court approved a \$74 million settlement with Bayer.

On May 7, 2015, the California Supreme Court reversed the grant of summary judgment to Defendants and resoundingly endorsed the rights of consumers to challenge pharmaceutical pay-for-delay settlements under California competition law. The Court held that "[p]arties illegally restrain trade when they privately agree to substitute consensual monopoly in place of potential competition." The generic drug defendants remain in the case, and Class Counsel are preparing for trial.

For their above-noted work on the *Cipro* matter, Lief Cabraser attorney Eric B. Fastiff, Brendan P. Glackin, and Dean M. Harvey were recognized by *California Lawyer* and the *Daily Journal* with the 2016 California Lawyer of the Year Award.

3. ***In re Lithium-Ion Batteries Antitrust Litigation***, MDL No. 2420. Lief Cabraser serves as Interim Co-Lead Indirect Purchaser Counsel representing consumers in a class action filed against LG, GS Yuasa, NEC, Sony, Sanyo, Panasonic, Hitachi, LG Chem, Samsung, Toshiba, and Sanyo for allegedly conspiring to fix and raise the prices of lithium-ion rechargeable batteries in violation of U.S. antitrust law from 2002 to 2011. The defendants are the world's leading manufacturers of lithium-ion rechargeable batteries, which provide power for a wide variety of consumer electronic products. As a result of the defendants' alleged anticompetitive and unlawful conduct, consumers across America paid artificially inflated prices for lithium-ion rechargeable batteries. In late

2014, the Court denied in large part defendants' motion to dismiss. In early 2016, Lief Cabraser filed a motion for class certification.

4. ***In re Capacitors Antitrust Litigation***, No. 3:14-cv-03264 (N.D. Cal.). Lief Cabraser is a member of the plaintiffs' steering committee representing indirect purchases in an antitrust class action lawsuit filed against the world's largest manufacturers of capacitors. The complaint charges that the defendants conspired to unlawfully fix and raise the prices in the U.S. for electrolytic and film capacitors. The defendants include Panasonic Corp., Elna Co. Ltd., Hitachi Chemical Co., Ltd., Nistuko Electronics Corp., NEC Tokin Corp., SANYO Electric Co., Ltd., Matsuo Electric Co., Nippon Chemi-con Corp., Nichicon Corp., Rubycon Corp., Taitso Corp., and Toshin Kogyo Co., Ltd. Lief Cabraser has played a central role in discovery efforts, and assisted in opposing Defendants' motions to dismiss and in opposing Defendants' motions for summary judgment. The case is currently still in fact discovery.
5. ***In re Disposable Contact Lens Antitrust Litigation***, MDL No. 2626 (M.D. Fla.). Lief Cabraser represents consumers who purchased disposable contact lenses manufactured by Alcon Laboratories, Inc., Johnson & Johnson Vision Care, Inc., Bausch + Lomb, and Cooper Vision, Inc. The complaint challenges under federal and state antitrust laws the use by contact lens manufacturers of minimum resale price maintenance agreements with independent eye care professionals (including optometrists and ophthalmologists) and wholesalers. These agreements, the complaint alleges, operate to raise retail prices and eliminate price competition and discounts on contact lenses, including from "big box" retail stores, discount buying clubs, and online retailers. As a result, the consumers across America have paid artificially inflated prices for contact lenses.
6. ***Jackson v. American Airlines***, No. 3:15-cv-03520 (N.D. Cal.). Lief Cabraser represents consumers in a class action lawsuit against the four largest U.S. airline carriers: American Airlines Group, Inc., Delta Air Lines, Inc., Southwest Airlines Co., and United Airlines, Inc. These airlines that collectively account for over 80 percent of all domestic airline travel. The complaint alleges that for years the airlines have colluded to restrain capacity, eliminate competition in the market, and increase the price of domestic airline fares in violation of U.S. antitrust law. The proposed class consists of all persons and entities who purchased domestic airline tickets directly from one or more defendants from July 2, 2011 to the present. The case was assigned recently to Federal Judge Colleen Kollar-Kotelly in District Court in Washington, D.C., and the first case management conference should be held soon. In February 2016, Judge Kollar-Kotelly appointed Elizabeth Cabraser to the three-member

Plaintiffs' Executive Committee overseeing the multidistrict airline price-fixing litigation.

7. ***Seaman v. Duke University***, No. 1:15-cv-00462 (M.D. N.C.). Loeff Cabraser represents Danielle M. Seaman, M.D., in a class action lawsuit against Duke University; Duke University Health System; and Dr. William L. Roper, M.D., M.P.H., in his official capacity as Dean and Vice-Chancellor of Medical Affairs for University of North Carolina at Chapel Hill School of Medicine, and Chief Executive Officer of the University of North Carolina Health Care System. The complaint charges that the defendants entered into an express, secret agreement not to hire or attempt to hire certain medical facility faculty and staff that they each employed. The lawsuit seeks to recover damages and obtain injunctive relief, including treble damages, for defendants' alleged violations of federal and North Carolina antitrust law.

On February 12, 2016, U.S. District Court Judge Catherine Eagles denied defendants' motions to dismiss the case on a variety of grounds, including a denial of state action immunity to antitrust liability. The Court rejected Defendants' argument that they should be exempt from the nation's antitrust laws because Dr. Roper, an alleged co-conspirator, is an administrator of a state university and health system. Defendants sought permission to appeal from the Fourth Circuit Court of Appeals. In June 2016, a unanimous three-judge panel denied the request.

8. ***In re Municipal Derivatives Litigation***, MDL No. 1950 (S.D.N.Y.). Loeff Cabraser represents the City of Oakland, the County of Alameda, City of Fresno, Fresno County Financing Authority, and East Bay Delta Housing and Finance Agency in a class action lawsuit brought on behalf of themselves and other California entities that purchased guaranteed investment contracts, swaps, and other municipal derivatives products from Bank of America, N.A., JP Morgan Chase & Co., Piper Jaffray & Co., Societe Generale SA, UBS AG, and other banks, brokers and financial institutions. The complaint charges that Defendants conspired to give cities, counties, school districts, and other governmental agencies artificially low bids for guaranteed investment contracts, swaps, and other municipal derivatives products, which are used by public entities to earn interest on bond proceeds.

The complaint charges that Defendants met secretly to discuss prices, customers, and markets of municipal derivatives sold in the U.S. and elsewhere; intentionally created the false appearance of competition by engaging in sham auctions in which the results were pre-determined or agreed not to bid on contracts; and covertly shared their unjust profits with losing bidders to maintain the conspiracy. Most of the Defendants in this case settled in 2015. Further prosecution claims continue with others.

B. Successes

1. ***In re High-Tech Employee Antitrust Litigation***, No. 11 CV 2509 (N.D. Cal.). Lief Cabraser serves as Co-Lead Class Counsel in a consolidated class action charging that Adobe Systems Inc., Apple Inc., Google Inc., Intel Corporation, Intuit Inc., Lucasfilm Ltd., and Pixar violated antitrust laws by conspiring to suppress the pay of technical, creative, and other salaried employees. The complaint alleges that the conspiracy among defendants restricted recruiting of each other's employees. On October 24, 2013, U.S. District Court Judge Lucy H. Koh certified a class of approximately 64,000 persons who worked in Defendants' technical, creative, and/or research and development jobs from 2005-2009. On September 2, 2015, the Court approved a \$415 million settlement with Apple, Google, Intel, and Adobe. Earlier, on May 15, 2014, the Court approved partial settlements totaling \$20 million resolving claims against Intuit, Lucasfilm, and Pixar.

2. ***Natural Gas Antitrust Cases***, JCCP Nos. 4221, 4224, 4226 & 4228 (Cal. Supr. Ct.). In 2003, the Court approved a landmark of \$1.1 billion settlement in class action litigation against El Paso Natural Gas Co. for manipulating the market for natural gas pipeline transmission capacity into California. Lief Cabraser served as Plaintiffs' Co-Lead Counsel and Co-Liaison Counsel in the *Natural Gas Antitrust Cases I-IV*.

In June 2007, the Court granted final approval to a \$67.39 million settlement of a series of class action lawsuits brought by California business and residential consumers of natural gas against a group of natural gas suppliers, Reliant Energy Services, Inc., Duke Energy Trading and Marketing LLC, CMS Energy Resources Management Company, and Aquila Merchant Services, Inc.

Plaintiffs charged defendants with manipulating the price of natural gas in California during the California energy crisis of 2000-2001 by a variety of means, including falsely reporting the prices and quantities of natural gas transactions to trade publications, which compiled daily and monthly natural gas price indices; prearranged wash trading; and, in the case of Reliant, "churning" on the Enron Online electronic trading platform, which was facilitated by a secret netting agreement between Reliant and Enron.

The 2007 settlement followed a settlement reached in 2006 for \$92 million partial settlement with Coral Energy Resources, L.P.; Dynegy Inc. and affiliates; EnCana Corporation; WD Energy Services, Inc.; and The Williams Companies, Inc. and affiliates.

3. ***Wholesale Electricity Antitrust Cases I & II***, JCCP Nos. 4204 & 4205 (Cal. Supr. Ct.). Lief Cabraser served as Co-Lead Counsel in the

private class action litigation against Duke Energy Trading & Marketing, Reliant Energy, and The Williams Companies for claims that the companies manipulated California's wholesale electricity markets during the California energy crisis of 2000-2001. Extending the landmark victories for California residential and business consumers of electricity, in September 2004, plaintiffs reached a \$206 million settlement with Duke Energy Trading & Marketing, and in August 2005, plaintiffs reached a \$460 million settlement with Reliant Energy, settling claims that the companies manipulated California's wholesale electricity markets during the California energy crisis of 2000-01. Lief Cabraser earlier entered into a settlement for over \$400 million with The Williams Companies.

4. ***In re Brand Name Prescription Drugs***, MDL No. 997 (N.D. Ill.). Lief Cabraser served as Class Counsel for a class of tens of thousands of retail pharmacies against the leading pharmaceutical manufacturers and wholesalers of brand name prescription drugs for alleged price-fixing from 1989 to 1995 in violation of the federal antitrust laws. Plaintiffs charged that defendants engaged in price discrimination against retail pharmacies by denying them discounts provided to hospitals, health maintenance organizations, and nursing homes. In 1996 and 1998, the Court approved settlements with certain manufacturers totaling \$723 million.
5. ***Microsoft Private Antitrust Litigation***. Representing businesses and consumers, Lief Cabraser prosecuted multiple private antitrust cases against Microsoft Corporation in state courts across the country, including Florida, New York, North Carolina, and Tennessee. Plaintiffs alleged that Microsoft had engaged in anticompetitive conduct, violated state deceptive and unfair business practices statutes, and overcharged businesses and consumers for Windows operating system software and for certain software applications, including Microsoft Word and Microsoft Office. In August 2006, the New York Supreme Court granted final approval to a settlement that made available up to \$350 million in benefits for New York businesses and consumers. In August 2004, the Court in the North Carolina action granted final approval to a settlement valued at over \$89 million. In June 2004, the Court in the Tennessee action granted final approval to a \$64 million settlement. In November 2003, in the Florida Microsoft litigation, the Court granted final approval to a \$202 million settlement, one of the largest antitrust settlements in Florida history. Lief Cabraser served as Co-Lead Counsel in the New York, North Carolina and Tennessee cases, and held leadership roles in the Florida case.
6. ***In re TFT-LCD (Flat Panel) Antitrust Litigation***, MDL No. 1827 (N.D. Cal.). Lief Cabraser served as Court-appointed Co-Lead Counsel for direct purchasers in litigation against the world's leading

manufacturers of Thin Film Transistor Liquid Crystal Displays. TFT-LCDs are used in flat-panel televisions as well as computer monitors, laptop computers, mobile phones, personal digital assistants, and other devices. Plaintiffs charged that defendants conspired to raise and fix the prices of TFT-LCD panels and certain products containing those panels for over a decade, resulting in overcharges to purchasers of those panels and products. In March 2010, the Court certified two nationwide classes of persons and entities that directly purchased TFT-LCDs from January 1, 1999 through December 31, 2006, one class of panel purchasers, and one class of buyers of laptop computers, computer monitors, and televisions that contained TFT-LCDs. Over the course of the litigation, the classes reached settlements with all defendants except Toshiba. The case against Toshiba proceeded to trial. In July 2012, the jury found that Toshiba participated in the price-fixing conspiracy. The case was subsequently settled, bringing the total settlements in the litigation to over \$470 million. For his outstanding work in the precedent-setting litigation, California Lawyer recognized Richard M. Heimann with a 2013 California Lawyer of the Year award.

7. ***Sullivan v. DB Investments***, No. 04-02819 (D. N.J.). Lief Cabraser served as Class Counsel for consumers who purchased diamonds from 1994 through March 31, 2006, in a class action lawsuit against the De Beers group of companies. Plaintiffs charged that De Beers conspired to monopolize the sale of rough diamonds in the U.S. In May 2008, the District Court approved a \$295 million settlement for purchasers of diamonds and diamond jewelry, including \$130 million to consumers. The settlement also barred De Beers from continuing its illegal business practices and required De Beers to submit to the jurisdiction of the Court to enforce the settlement. In December 2011, the Third Circuit Court of Appeals affirmed the District Court's order approving the settlement. 667 F.3d 273 (3rd Cir. 2011).

For sixty years, De Beers has flouted U.S. antitrust laws. In 1999, De Beers' Chairman Nicholas Oppenheimer stated that De Beers "likes to think of itself as the world's . . . longest-running monopoly. [We seek] to manage the diamond market, to control supply, to manage prices and to act collusively with our partners in the business." The hard-fought litigation spanned several years and nations. Despite the tremendous resources available to the U.S. Department of Justice and state attorney generals, it was only through the determination of plaintiffs' counsel that De Beers was finally brought to justice and the rights of consumers were vindicated. Lief Cabraser attorneys played key roles in negotiating the settlement and defending it on appeal. Discussing the DeBeers case, *The National Law Journal* noted that Lief Cabraser was "among the plaintiffs' firms that weren't afraid to take on one of the business world's great white whales."

8. ***In re Linerboard Antitrust Litigation***, MDL No. 1261 (E.D. Pa.). Loeff Cabraser served as Class Counsel on behalf of a class of direct purchasers of linerboard. The Court approved a settlement totaling \$202 million.
9. ***Azizian v. Federated Department Stores***, No. 3:03 CV 03359 SBA (N.D. Cal.). In March 2005, the Court granted final approval to a settlement that Loeff Cabraser and co-counsel reached with numerous department store cosmetics manufacturers and retailers. The settlement was valued at \$175 million and included significant injunctive relief, for the benefit of a nationwide class of consumers of department store cosmetics. The complaint alleged the manufacturers and retailers violated antitrust law by engaging in anticompetitive practices to prevent discounting of department store cosmetics.
10. ***Haley Paint Co. v. E.I. Dupont De Nemours and Co. et al.***, No. 10-cv-00318-RDB (D. Md.). Loeff Cabraser served as Co-Lead Counsel for direct purchasers of titanium dioxide in a nationwide class action lawsuit against Defendants E.I. Dupont De Nemours and Co., Huntsman International LLC, Kronos Worldwide Inc., and Cristal Global (fka Millennium Inorganic Chemicals, Inc.), alleging these corporations participated in a global cartel to fix the price of titanium dioxide. Titanium dioxide, a dry chemical powder, is the world's most widely used pigment for providing whiteness and brightness in paints, paper, plastics, and other products. Plaintiffs charged that defendants coordinated increases in the prices for titanium dioxide despite declining demand, decreasing raw material costs, and industry overcapacity.

Unlike some antitrust class actions, Plaintiffs proceeded without the benefit of any government investigation or proceeding. Plaintiffs overcame attacks on the pleadings, discovery obstacles, a rigorous class certification process that required two full rounds of briefing and expert analysis, and multiple summary judgment motions. In August 2012, the Court certified the class. Plaintiffs prepared fully for trial and achieved a settlement with the final defendant on the last business day before trial. In December 2013, the Court approved a series of settlements with defendants totaling \$163 million.

11. ***Pharmaceutical Cases I, II, and III***, JCCP Nos. 2969, 2971 & 2972 (Cal. Supr. Ct.). Loeff Cabraser served as Co-Lead Counsel and Co-Liaison Counsel representing a certified class of indirect purchasers (consumers) on claims against the major pharmaceutical manufacturers for violations of the Cartwright Act and the Unfair Competition Act. The class alleged that defendants unlawfully fixed discriminatory prices on prescription drugs to retail pharmacists in comparison with the prices charged to certain favored purchasers, including HMOs and mail order houses. In

April 1999, the Court approved a settlement providing \$148 million in free, brand-name prescription drugs to health agencies that served California's poor and uninsured. In October 2001, the Court approved a settlement with the remaining defendants in the case, which provided an additional \$23 million in free, brand-name prescription drugs to these agencies.

12. ***In re Lupron Marketing and Sales Practices Litigation***, MDL No. 1430 (D. Mass.). In May 2005, the Court granted final approval to a settlement of a class action lawsuit by patients, insurance companies and health and welfare benefit plans that paid for Lupron, a prescription drug used to treat prostate cancer, endometriosis and precocious puberty. The settlement requires the defendants, Abbott Laboratories, Takeda Pharmaceutical Company Limited, and TAP Pharmaceuticals, to pay \$150 million, inclusive of costs and fees, to persons or entities who paid for Lupron from January 1, 1985 through March 31, 2005. Plaintiffs charged that the defendants conspired to overstate the drug's average wholesale price ("AWP"), which resulted in plaintiffs paying more for Lupron than they should have paid. Lief Cabraser served as Co-Lead Plaintiffs' Counsel.

13. ***Marchbanks Truck Service v. Comdata Network***, No. 07-cv-01078 (E.D. Pa.). In July 2014, the Court approved a \$130 million settlement of a class action brought by truck stops and other retail fueling facilities that paid percentage-based transaction fees to Comdata on proprietary card transactions using Comdata's over-the-road fleet card. The complaint challenged arrangements among Comdata, its parent company Ceridian LLC, and three national truck stop chains: defendants TravelCenters of America LLC and its wholly owned subsidiaries, Pilot Travel Centers LLC and its predecessor Pilot Corporation, and Love's Travel Stops & Country Stores, Inc. The alleged anticompetitive conduct insulated Comdata from competition, enhanced its market power, and led to independent truck stops' paying artificially inflated transaction fees. In addition to the \$130 million payment, the settlement required Comdata to change certain business practices that will promote competition among payment cards used by over-the-road fleets and truckers and lead to lower merchant fees for the independent truck stops. Lief Cabraser served as Co-Lead Class Counsel in the litigation.

14. ***California Vitamins Cases***, JCCP No. 4076 (Cal. Supr. Ct.). Lief Cabraser served as Co-Liaison Counsel and Co-Chairman of the Plaintiffs' Executive Committee on behalf of a class of California indirect vitamin purchasers in every level of the chain of distribution. In January 2002, the Court granted final approval of a \$96 million settlement with certain vitamin manufacturers in a class action alleging that these and other manufacturers engaged in price fixing of particular vitamins. In

December 2006, the Court granted final approval to over \$8.8 million in additional settlements.

15. ***In re Buspirone Antitrust Litigation***, MDL No. 1413 (S.D. N.Y.). In November 2003, Lief Cabraser obtained a \$90 million cash settlement for individual consumers, consumer organizations, and third party payers that purchased BuSpar, a drug prescribed to alleviate symptoms of anxiety. Plaintiffs alleged that Bristol-Myers Squibb Co. (BMS), Danbury Pharmacal, Inc., Watson Pharmaceuticals, Inc. and Watson Pharma, Inc. entered into an unlawful agreement in restraint of trade under which BMS paid a potential generic manufacturer of BuSpar to drop its challenge to BMS' patent and refrain from entering the market. Lief Cabraser served as Plaintiffs' Co-Lead Counsel.
16. ***In re Travel Agency Commission Antitrust Litigation***, MDL No. 1058 (D. Minn.). Lief Cabraser served as Co-Lead Counsel for a certified class of U.S. travel agents on claims against the major U.S. air carriers, who allegedly violated the federal antitrust laws by fixing the commissions paid to travel agents. In 1997, the Court approved an \$82 million settlement.
17. ***In re Commercial Explosives Antitrust Litigation***, MDL No. 1093 (D. Utah). Lief Cabraser served as Class Counsel on behalf of direct purchasers of explosives used in mining operations. In 1998, the Court approved a \$77 million settlement of the litigation.
18. ***In re Toys 'R' Us Antitrust Litigation***, MDL No. 1211 (E.D. N.Y.). Lief Cabraser served as Co-Lead Counsel representing a class of direct purchasers (consumers) who alleged that Toys 'R' Us conspired with the major toy manufacturers to boycott certain discount retailers in order to restrict competition and inflate toy prices. In February 2000, the Court approved a settlement of cash and product of over \$56 million.
19. ***Meijer v. Abbott Laboratories***, Case No. C 07-5985 CW (N.D. Cal.). Lief Cabraser served as co-counsel for the group of retailers charging that Abbott Laboratories monopolized the market for AIDS medicines used in conjunction with Abbott's prescription drug Norvir. These drugs, known as Protease Inhibitors, have enabled patients with HIV to fight off the disease and live longer. In January 2011, the Court denied Abbott's motion for summary judgment on plaintiffs' monopolization claim. Trial commenced in February 2011. After opening statements and the presentation of four witnesses and evidence to the jury, plaintiffs and Abbott Laboratories entered into a \$52 million settlement. The Court granted final approval to the settlement in August 2011.
20. ***In re Carpet Antitrust Litigation***, MDL No. 1075 (N.D. Ga.). Lief Cabraser served as Class Counsel and a member of the trial team for a

class of direct purchasers of twenty-ounce level loop polypropylene carpet. Plaintiffs, distributors of polypropylene carpet, alleged that Defendants, seven manufacturers of polypropylene carpet, conspired to fix the prices of polypropylene carpet by agreeing to eliminate discounts and charge inflated prices on the carpet. In 2001, the Court approved a \$50 million settlement of the case.

21. ***In re High Pressure Laminates Antitrust Litigation***, MDL No. 1368 (S.D. N.Y.). Lief Cabraser served as Trial Counsel on behalf of a class of direct purchasers of high pressure laminates. The case in 2006 was tried to a jury verdict. The case settled for over \$40 million.
22. ***Schwartz v. National Football League***, No. 97-CV-5184 (E.D. Pa.). Lief Cabraser served as counsel for individuals who purchased the “NFL Sunday Ticket” package of private satellite transmissions in litigation against the National Football League for allegedly violating the Sherman Act by limiting the distribution of television broadcasts of NFL games by satellite transmission to one package. In August 2001, the Court approved of a class action settlement that included: (1) the requirement that defendants provide an additional weekly satellite television package known as Single Sunday Ticket for the 2001 NFL football season, under certain circumstances for one more season, and at the defendants’ discretion thereafter; (2) a \$7.5 million settlement fund to be distributed to class members; (3) merchandise coupons entitling class members to discounts at the NFL’s Internet store which the parties value at approximately \$3 million; and (4) \$2.3 million to pay for administering the settlement fund and notifying class members.
23. ***In re Lasik/PRK Antitrust Litigation***, No. CV 772894 (Cal. Supr. Ct.). Lief Cabraser served as a member of Plaintiffs’ Executive Committee in class actions brought on behalf of persons who underwent Lasik/PRK eye surgery. Plaintiffs alleged that defendants, the manufacturers of the laser system used for the laser vision correction surgery, manipulated fees charged to ophthalmologists and others who performed the surgery, and that the overcharges were passed onto consumers who paid for laser vision correction surgery. In December 2001, the Court approved a \$12.5 million settlement of the litigation.
24. ***In the Matter of the Arbitration between CopyTele and AU Optronics***, Case No. 50 117 T 009883 13 (Internat’l Centre for Dispute Resolution). Lief Cabraser successfully represented CopyTele, Inc. in a commercial dispute involving intellectual property. In 2011, CopyTele entered into an agreement with AU Optronics (“AUO”) under which both companies would jointly develop two groups of products incorporating CopyTele’s patented display technologies. CopyTele charged that AUO never had any intention of jointly developing the CopyTele technologies,

and instead used the agreements to fraudulently obtain and transfer licenses of CopyTele's patented technologies. The case required the review of thousands of pages of documents in Chinese and in English culminating in a two week arbitration hearing. In December 2014, after the hearing, the parties resolved the matter, with CopyTele receiving \$9 million.

25. ***Quantegy Recording Solutions, LLC, et al. v. Toda Kogyo Corp., et al.***, No. C-02-1611 (PJH). In August 2006 and January 2009, the Court approved the final settlements in antitrust litigation against manufacturers, producers, and distributors of magnetic iron oxide ("MIO"). MIO is used in the manufacture of audiotape, videotape, and data storage tape. Plaintiffs alleged that defendants violated federal antitrust laws by conspiring to fix, maintain, and stabilize the prices and to allocate the worldwide markets for MIO from 1991 to October 12, 2005. The value of all settlements reached in the litigation was \$6.35 million. Lief Cabraser served as Plaintiffs' Co-Lead Counsel.
26. ***In re Static Random Access Memory (SRAM) Antitrust Litigation***, MDL No. 1819 (N.D. Cal.). Plaintiffs allege that from November 1, 1996 through December 31, 2006, the defendant manufacturers conspired to fix and maintain artificially high prices for SRAM, a type of memory used in many products, including smartphones and computers. Lief Cabraser served as one of three members of the Steering Committee for consumers and other indirect purchasers of SRAM. In February 2008, U.S. District Court Judge Claudia Wilken denied most aspects of defendants' motions to dismiss plaintiffs' complaints. In November 2009, the Court certified a nationwide class seeking injunctive relief and twenty-seven state classes seeking damages. In 2010, the Court granted final approval of a first set of settlements. In October 2011, the Court granted final approval of settlements with the remaining defendants.
27. ***Carbon Fiber Cases I, II, III***, JCCP Nos. 4212, 4216 & 4222 (Cal. Supr. Ct.). Lief Cabraser served as Co-Liaison Counsel on behalf of indirect purchasers of carbon fiber. Plaintiffs alleged that defendants illegally conspired to raise prices of carbon fiber. Settlements have been reached with all of the defendants.
28. ***Methionine Cases I and II***, JCCP Nos. 4090 & 4096 (Cal. Supr. Ct.). Lief Cabraser served as Co-Lead Counsel on behalf of indirect purchasers of methionine, an amino acid used primarily as a poultry and swine feed additive to enhance growth and production. Plaintiffs alleged that the companies illegally conspired to raise methionine prices to super-competitive levels. The case settled.

29. ***McIntosh v. Monsanto***, No. 4:01CV65RSW (E.D. Mo.). Lief Cabraser served as Co-Lead Counsel in a class action lawsuit against Monsanto Company and others alleging that a conspiracy to fix prices on genetically modified Roundup Ready soybean seeds and Yieldgard corn seeds. The case settled.
30. ***Tortola Restaurants v. Minnesota Mining and Manufacturing***, No. 314281 (Cal. Supr. Ct). Lief Cabraser served as Co-Lead Counsel on behalf of indirect purchasers of Scotch-brand invisible and transparent tape. Plaintiffs alleged that defendant 3M conspired with certain retailers to monopolize the sale of Scotch-brand tape in California. The case was resolved as part of a nationwide settlement that Lief Cabraser negotiated, along with co-counsel.
31. ***In re Compact Disc Antitrust Litigation***, MDL No. 1216 (C.D. Cal.). Lief Cabraser served as Co-Lead Counsel for the direct purchasers of compact discs on claims that the producers fixed the price of CDs in violation of the federal antitrust laws.
32. ***In re Electrical Carbon Products Antitrust Litigation***, MDL No. 1514 (D.N.J.). Lief Cabraser represented the City and County of San Francisco and a class of direct purchasers of carbon brushes and carbon collectors on claims that producers fixed the price of carbon brushes and carbon collectors in violation of the Sherman Act.

VII. Environmental and Toxic Exposures

A. Current Cases

1. ***In Re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico***, MDL No. 2179 (E.D. La.). Lief Cabraser serves on the Court-appointed Plaintiffs’ Steering Committee (“PSC”) and with co-counsel represents fishermen, property owners, business owners, wage earners, and other harmed parties in class action litigation against BP, Transocean, Halliburton, and other defendants involved in the Deepwater Horizon oil rig blowout and resulting oil spill in the Gulf of Mexico on April 20, 2010. The Master Complaints allege that the defendants were insouciant in addressing the operations of the well and the oil rig, ignored warning signs of the impending disaster, and failed to employ and/or follow proper safety measures, worker safety laws, and environmental protection laws in favor of cost-cutting measures.

In 2012, the Court approved two class action settlements that will fully compensate hundreds of thousands of victims of the tragedy. The settlements resolve the majority of private economic loss, property damage, and medical injury claims stemming from the Deepwater Horizon Oil Spill, and hold BP fully accountable to individuals and

businesses harmed by the spill. Under the settlements, there is no dollar limit on the amount BP will pay. In 2014, the U.S. Supreme Court denied review of BP's challenge to its own class action settlement. Approval of that settlement is now final, and has so far delivered over \$8.5 billion to compensate claimants' losses. The medical settlement is also final, and an additional \$1 billion settlement has been reached with defendant Halliburton.

2. ***Andrews, et al. v. Plains All American Pipeline, et al.***, No. 2:15-cv-04113-PSG-JEM (C.D. Cal.). Lief Cabraser serves as one of two court-appointed interim Co-Lead Class Counsel in this environmental torts action arising from a toxic oil spill in Santa Barbara County, California in May 2015. Lief Cabraser represents homeowners whose properties have been harmed and have diminished in value as a result of the oil spill, local businesses, fishermen, wage earners, and other harmed parties in class action litigation against Plains All American Pipeline and other defendants involved in the oil spill. The Consolidated Second Amended Complaint alleges that defendants did not follow basic safety protocols when they installed the pipeline, failed to properly monitor and maintain the pipeline, ignored clear signs that the pipeline was corroded and in danger of bursting, and failed to promptly respond to the oil spill when the inevitable rupture occurred.

To date, Judge Philip S. Gutierrez has denied Plains' motion to dismiss, denied Plains' motion to stay the action pending resolution of the claims process mandated by the Federal Oil Pollution Act, and has granted Plaintiffs' motion for an injunction invalidating releases that Plains has obtained from putative class members that failed to inform them of their rights to long-term relief through the class case.

B. Successes

1. ***In re Exxon Valdez Oil Spill Litigation***, No. 3:89-cv-0095 HRH (D. Al.). The *Exxon Valdez* ran aground on March 24, 1989, spilling 11 million gallons of oil into Prince William Sound. Lief Cabraser served as one of the Court-appointed Plaintiffs' Class Counsel. The class consisted of fisherman and others whose livelihoods were gravely affected by the disaster. In addition, Lief Cabraser served on the Class Trial Team that tried the case before a jury in federal court in 1994. The jury returned an award of \$5 billion in punitive damages.

In 2001, the Ninth Circuit Court of Appeals ruled that the original \$5 billion punitive damages verdict was excessive. In 2002, U.S. District Court Judge H. Russell Holland reinstated the award at \$4 billion. Judge Holland stated that, "Exxon officials knew that carrying huge volumes of crude oil through Prince William sound was a dangerous business, yet they knowingly permitted a relapsed alcoholic to direct the operation of

the *Exxon Valdez* through Prince William Sound.” In 2003, the Ninth Circuit again directed Judge Holland to reconsider the punitive damages award under United States Supreme Court punitive damages guidelines. In January 2004, Judge Holland issued his order finding that Supreme Court authority did not change the Court’s earlier analysis.

In December 2006, the Ninth Circuit Court of Appeals issued its ruling, setting the punitive damages award at \$2.5 billion. Subsequently, the U.S. Supreme Court further reduced the punitive damages award to \$507.5 million, an amount equal to the compensatory damages. With interest, the total award to the plaintiff class was \$977 million.

2. ***In re Imprelis Herbicide Marketing, Sales Practices and Products Liability Litigation***, MDL No. 2284 (E.D. Pa.). Lief Cabraser served as Co-Lead Counsel for homeowners, golf course companies and other property owners in a nationwide class action lawsuit against E.I. du Pont de Nemours & Company (“DuPont”), charging that its herbicide Imprelis caused widespread death among trees and other non-targeted vegetation across the country. DuPont marketed Imprelis as an environmentally friendly alternative to the commonly used 2,4-D herbicide. Just weeks after Imprelis’ introduction to the market in late 2010, however, complaints of tree damage began to surface. Property owners reported curling needles, severe browning, and dieback in trees near turf that had been treated with Imprelis. In August 2011, the U.S. Environmental Protection Agency banned the sale of Imprelis.

The complaint charged that DuPont failed to disclose the risks Imprelis posed to trees, even when applied as directed, and failed to provide instructions for the safe application of Imprelis. In response to the litigation, DuPont created a process for property owners to submit claims for damages. Approximately \$400 million was paid to approximately 25,000 claimants. In October 2013, the Court approved a settlement of the class action that substantially enhanced the DuPont claims process, including by adding an extended warranty, a more limited release of claims, the right to appeal the denial of claim by DuPont to an independent arborist, and publication of DuPont’s tree payment schedule.

3. ***In re GCC Richmond Works Cases***, JCCP No. 2906 (Cal. Supr. Ct.). Lief Cabraser served as Co-Liaison Counsel and Lead Class Counsel in coordinated litigation arising out of the release on July 26, 1993, of a massive toxic sulfuric acid cloud which injured an estimated 50,000 residents of Richmond, California. The Coordination Trial Court granted final approval to a \$180 million class settlement for exposed residents.
4. ***In re Unocal Refinery Litigation***, No. C 94-04141 (Cal. Supr. Ct.). Lief Cabraser served as one of two Co-Lead Class Counsel and on the Plaintiffs’ Steering Committee in this action against Union Oil Company

of California (“Unocal”) arising from a series of toxic releases from Unocal’s San Francisco refinery in Rodeo, California. The action was settled in 1997 on behalf of approximately 10,000 individuals for \$80 million.

5. ***West v. G&H Seed Co., et al.***, No. 99-C-4984-A (La. State Ct.). With co-counsel, Lief Cabraser represented a certified class of 1,500 Louisiana crawfish farmers who charged in a lawsuit that Fipronil, an insecticide sold under the trade name ICON, damaged their pond-grown crawfish crops. In Louisiana, rice and crawfish are often farmed together, either in the same pond or in close proximity to one another.

After its introduction to the market in 1999, ICON was used extensively in Louisiana to kill water weevils that attacked rice plants. The lawsuit alleged that ICON also had a devastating effect on crawfish harvests with some farmers losing their entire crawfish crop. In 2004, the Court approved a \$45 million settlement with Bayer CropScience, which during the litigation purchased Aventis CropScience, the original manufacturer of ICON. The settlement was reached after the parties had presented nearly a month’s worth of evidence at trial and were on the verge of making closing arguments to the jury.

6. ***Kingston, Tennessee TVA Coal Ash Spill Litigation***, No. 3:09-cv-09 (E.D. Tenn.). Lief Cabraser represented hundreds of property owners and businesses harmed by the largest coal ash spill in U.S. history. On December 22, 2008, more than a billion gallons of coal ash slurry spilled when a dike burst on a retention pond at the Kingston Fossil Plant operated by the Tennessee Valley Authority (TVA) in Roane County, Tennessee. A wall of coal ash slurry traveled across the Emory River, polluting the river and nearby waterways, and covering nearly 300 acres with toxic sludge, including 12 homes and damaging hundreds of properties. In March 2010, the Court denied in large part TVA’s motion to dismiss the litigation. In the Fall of 2011, the Court conducted a four week bench trial on the question of whether TVA was liable for releasing the coal ash into the river system. The issue of damages was reserved for later proceedings. In August 2012, the Court found in favor of plaintiffs on their claims of negligence, trespass, and private nuisance. In August 2014, the case came to a conclusion with TVA’s payment of \$27.8 million to settle the litigation.

7. ***In re Sacramento River Spill Cases I and II***, JCCP Nos. 2617 & 2620 (Cal. Supr. Ct.). On July 14, 1991, a Southern Pacific train tanker car derailed in northern California, spilling 19,000 gallons of a toxic pesticide, metam sodium, into the Sacramento River near the town of Dunsmuir at a site along the rail lines known as the Cantara Loop. The metam sodium mixed thoroughly with the river water and had a

devastating effect on the river and surrounding ecosystem. Within a week, every fish, 1.1 million in total, and all other aquatic life in a 45-mile stretch of the Sacramento River was killed. In addition, many residents living along the river became ill with symptoms that included headaches, shortness of breath, and vomiting. The spill considered the worst inland ecological disaster in California history.

Lieff Cabraser served as Court-appointed Plaintiffs' Liaison Counsel and Lead Class Counsel, and chaired the Plaintiffs' Litigation Committee in coordinated proceedings that included all of the lawsuits arising out of this toxic spill. Settlement proceeds of approximately \$16 million were distributed pursuant to Court approval of a plan of allocation to four certified plaintiff classes: personal injury, business loss, property damage/diminution, and evacuation.

8. ***Kentucky Coal Sludge Litigation***, No. 00-CI-00245 (Cmmw. Ky.). On October 11, 2000, near Inez, Kentucky, a coal waste storage facility ruptured, spilling 1.25 million tons of coal sludge (a wet mixture produced by the treatment and cleaning of coal) into waterways in the region and contaminating hundreds of properties. This was one of the worst environmental disasters in the Southeastern United States. With co-counsel, Lieff Cabraser represented over 400 clients in property damage claims, including claims for diminution in the value of their homes and properties. In April 2003, the parties reached a confidential settlement agreement on favorable terms to the plaintiffs.
9. ***Toms River Childhood Cancer Incidents***, No. L-10445-01 MT (Sup. Ct. NJ). With co-counsel, Lieff Cabraser represented 69 families in Toms River, New Jersey, each with a child having cancer, that claimed the cancers were caused by environmental contamination in the Toms River area. Commencing in 1998, the parties—the 69 families, Ciba Specialty Chemicals, Union Carbide and United Water Resources, Inc., a water distributor in the area—participated in an unique alternative dispute resolution process, which lead to a fair and efficient consideration of the factual and scientific issues in the matter. In December 2001, under the supervision of a mediator, a confidential settlement favorable to the families was reached.

VIII. False Claims Act

A. Current Cases

Lieff Cabraser represents whistleblowers in a wide range of False Claims Act cases, including Medicare kickback and healthcare fraud, defense contractor fraud, and securities and financial fraud. We have more than a dozen whistleblower cases currently under seal and investigation in federal and state jurisdictions across the U.S. For that reason, we do not list all of our current False Claims Act and qui tam cases in our resume.

1. ***United States ex rel. Matthew Cestra v. Cephalon***, No. 14-01842 (E.D. Pa.); ***United States ex rel. Bruce Boise et al. v. Cephalon***, No. 08-287 (E.D. Pa.) Lieff Cabraser, with co-counsel, represents four whistleblowers bringing claims on behalf of the U.S. Government and various states under the federal and state False Claims Acts against Cephalon, Inc., a pharmaceutical company. The complaints allege that Cephalon has engaged in unlawful off-label marketing of certain of its drugs, largely through misrepresentations, kickbacks, and other unlawful or fraudulent means, causing the submission of hundreds of thousands of false claims for reimbursement to federal and state health care programs. The Boise case involves Provigil and its successor drug Nuvigil, limited-indication wakefulness drugs that are unsafe and/or not efficacious for the wide array of off-label psychiatric and neurological conditions for which Cephalon has marketed them, according to the allegations. The Cestra case involves an expensive oncological drug called Treanda, which is approved only for second-line treatment of indolent non-Hodgkin's Lymphoma despite what the relators allege to be the company's off-label marketing of the drug for first-line treatment. Various motions are pending.

B. Successes

1. ***United States ex rel. Mary Hendow and Julie Albertson v. University of Phoenix***, No. 2:03-cv-00457-GEB-DAD (E.D. Cal.). Lieff Cabraser obtained a record whistleblower settlement against the University of Phoenix that charged the university had violated the incentive compensation ban of the Higher Education Act (HEA) by providing improper incentive pay to its recruiters. The HEA prohibits colleges and universities whose students receive federal financial aid from paying their recruiters based on the number of students enrolled, which creates a risk of encouraging recruitment of unqualified students who, Congress has determined, are more likely to default on their loans. High student loan default rates not only result in wasted federal funds, but the students who receive these loans and default are burdened for years with tremendous debt without the benefit of a college degree.

The complaint alleged that the University of Phoenix defrauded the U.S. Department of Education by obtaining federal student loan and Pell Grant monies from the federal government based on false statements of compliance with HEA. In December 2009, the parties announced a \$78.5 million settlement. The settlement constitutes the second-largest settlement ever in a False Claims Act case in which the federal government declined to intervene in the action and largest settlement ever involving the Department of Education. The University of Phoenix case led to the Obama Administration passing new regulations that took away the so-called “safe harbor” provisions that for-profit universities relied on to justify their alleged recruitment misconduct. For his outstanding work as Lead Counsel and the significance of the case, *California Lawyer* magazine recognized Lief Cabraser attorney Robert J. Nelson with a California Lawyer of the Year (CLAY) Award.

2. ***State of California ex rel. Sherwin v. Office Depot***, No. BC410135 (Cal. Supr. Ct.). In February 2015, the Court approved a \$77.5 million settlement with Office Depot to settle a whistleblower lawsuit brought under the California False Claims Act. The whistleblower was a former Office Depot account manager. The City of Los Angeles, County of Santa Clara, Stockton Unified School District, and 16 additional California cities, counties, and school districts intervened in the action to assert their claims (including common-law fraud and breach of contract) against Office Depot directly. The governmental entities purchased office supplies from Office Depot under a nationwide supply contract known as the U.S. Communities contract. Office Depot promised in the U.S. Communities contract to sell office supplies at its best governmental pricing nationwide. The complaint alleged that Office Depot repeatedly failed to give most of its California governmental customers the lowest price it was offering other governmental customers. Other pricing misconduct was also alleged.

3. ***State of California ex rel. Rockville Recovery Associates v. Multiplan***, No. 34-2010-00079432 (Sacramento Supr. Ct., Cal.). In a case that received widespread media coverage, Lief Cabraser represented whistleblower Rockville Recovery Associates in a qui tam suit for civil penalties under the California Insurance Frauds Prevention Act (“IFPA”), Cal. Insurance Code § 1871.7, against Sutter Health, one of California’s largest healthcare providers, and obtained the largest penalty ever imposed under the statute. The parties reached a \$46 million settlement that was announced in November 2013, shortly before trial was scheduled to commence.

The complaint alleged that the 26 Sutter hospitals throughout California submitted false, fraudulent, or misleading charges for anesthesia services

(separate from the anesthesiologist's fees) during operating room procedures that were already covered in the operating room bill.

After Lieff Cabraser defeated Sutter Health's demurrer and motion to compel arbitration, California Insurance Commissioner Dave Jones intervened in the litigation in May 2011. Lieff Cabraser attorneys continued to serve as lead counsel, and litigated the case for over two more years. In all, plaintiffs defeated no less than 10 dispositive motions, as well as three writ petitions to the Court of Appeals.

In addition to the monetary recovery, Sutter Health agreed to a comprehensive series of billing and transparency reforms, which California Insurance Commissioner Dave Jones called "a groundbreaking step in opening up hospital billing to public scrutiny." On the date the settlement was announced, the California Hospital Association recognized its significance by issuing a press release stating that the settlement "compels industry-wide review of anesthesia billing." Defendant Multiplan, Inc., a large leased network Preferred Provider Organization, separately paid a \$925,000 civil penalty for its role in enabling Sutter's alleged false billing scheme.

4. ***United States ex rel. Dye v. ATK Launch Systems***, No. 1:06-CV-39-TS (D. Utah). Lieff Cabraser served as co-counsel for a whistleblower who alleged that ATK Launch Systems knowingly sold defective and potentially dangerous illumination flares to the United States military in violation of the federal False Claims Act. The specialized flares were used in nighttime combat, covert missions, and search and rescue operations. A key design specification set by the Defense Department was that these highly flammable and dangerous items ignite only under certain conditions. The complaint alleged that the ATK flares at issue could ignite when dropped from a height of less than 10 feet – and, according to ATK's own analysis, from as little as 11.6 inches – notwithstanding contractual specifications that they be capable of withstanding such a drop. In April 2012, the parties reached a settlement valued at \$37 million.
5. ***United States ex rel. Mauro Vosilla and Steven Rossow v. Avaya, Inc.***, No. CV04-8763 PA JTLx (C.D. Cal.). Lieff Cabraser represented whistleblower in litigation alleging that defendants Avaya, Lucent Technologies, and AT&T violated the Federal False Claims Act and state false claims statutes. The complaint alleged that defendants charged governmental agencies for the lease, rental, and post-warranty maintenance of telephone communications systems and services that the governmental agencies no longer possessed and/or were no longer maintained by defendants. In November 2010, the parties entered into a \$21.75 million settlement of the litigation.

6. ***State of California ex rel. Associates Against FX Insider State Street Corp.***, No. 34-2008-00008457 (Sacramento Supr. Ct., Cal.) (“***State Street I***”). Lief Cabraser served as co-counsel for the whistleblowers in this action against State Street Corporation. The Complaint alleged that State Street violated the California False Claims Act with respect to certain foreign exchange transactions it executed with two California public pension fund custodial clients. The California Attorney General intervened in the case in October 2009.

IX. Digital Privacy and Data Security

A. Current Cases

1. ***In re Google Inc. Street View Electronic Communications Litigation***, No. 3:10-md-021784-CRB (N.D. Cal.). Lief Cabraser represents persons whose right to privacy was violated when Google intentionally equipped its Google Maps “Street View” vehicles with Wi-Fi antennas and software that collected data transmitted by those persons’ Wi-Fi networks located in their nearby homes. Google collected not only basic identifying information about individuals’ Wi-Fi networks, but also personal, private data being transmitted over their Wi-Fi networks such as emails, usernames, passwords, videos, and documents. Plaintiffs allege that Google’s actions violated the federal Wiretap Act, as amended by the Electronic Communications Privacy Act. On September 10, 2013, the Ninth Circuit Court of Appeals held that Google’s actions are not exempt from the Act.
2. ***Campbell v. Facebook***, No. 4:13-cv-05996 (N.D. Cal.). Lief Cabraser serves as Co-Lead Counsel in a nationwide class action lawsuit alleging that Facebook intercepts certain private data in users’ personal and private messages on the social network and profits by sharing that information with third parties. When a user composes a private Facebook message and includes a link (a “URL”) to a third party website, Facebook allegedly scans the content of the message, follows the URL, and searches for information to profile the message-sender’s web activity. This enables Facebook to datamine aspects of user data and profit from that data by sharing it with advertisers, marketers, and other data aggregators. In December 2014, the Court in large part denied Facebook’s motion to dismiss. In rejecting one of Facebook’s core arguments, U.S. District Court Judge Phyllis Hamilton stated: “An electronic communications service provider cannot simply adopt any revenue-generating practice and deem it ‘ordinary’ by its own subjective standard.”
3. ***In re Carrier IQ Privacy Litigation***, MDL No. 2330 (N.D. Cal.). Lief Cabraser represents a plaintiff in Multi-District Litigation against Samsung, LG, Motorola, HTC, and Carrier IQ alleging that smartphone manufacturers violated privacy laws by installing tracking software, called

IQ Agent, on millions of cell phones and other mobile devices that use the Android operating system. Without notifying users or obtaining consent, IQ Agent tracks users' keystrokes, passwords, apps, text messages, photos, videos, and other personal information and transmits this data to cellular carriers. In a 96-page order issued in January 2015, U.S. District Court Judge Edward Chen granted in part, and denied in part, defendants' motion to dismiss. Importantly, the Court permitted the core Wiretap Act claim to proceed as well as the claims for violations of the Magnuson-Moss Warranty Act and the California Unfair Competition Law and breach of the common law duty of implied warranty.

4. ***Corona v. Sony Pictures Entertainment***, No. 2:14-CV-09660-RGK (C.D. Cal.). Lief Cabraser serves as Plaintiffs' Co-Lead Counsel in class action litigation against Sony for failing to take reasonable measures to secure the data of its employees from hacking and other attacks. As a result, personally identifiable information of thousands of current and former Sony employees and their families was obtained and published on websites across the Internet. Among the staggering array of personally identifiable information compromised were medical records, Social Security Numbers, birth dates, personal emails, home addresses, salaries, tax information, employee evaluations, disciplinary actions, criminal background checks, severance packages, and family medical histories. The complaint charges that Sony owed a duty to take reasonable steps to secure the data of its employees from hacking. Sony allegedly breached this duty by failing to properly invest in adequate IT security, despite having already succumbed to one of the largest data breaches in history only three years ago. In October 2015, an \$8 million settlement was reached under which Sony will reimburse employees for losses and harm.
5. ***Diaz v. Intuit***, No. 5:15-CV-01778-PSG (N.D. Cal.). Lief Cabraser represents identity theft victims in a nationwide class action lawsuit against Intuit for allegedly failing to protect consumers' data from foreseeable and preventable breaches, and by facilitating the filing of fraudulent tax returns through its TurboTax software program. The complaint alleges that Intuit failed to protect data provided by consumers who purchased TurboTax, used to file an estimated 30 million tax returns for American taxpayers every year, from easy access by hackers and other cybercriminals. The complaint further alleges that Intuit was aware of the widespread use of TurboTax exclusively for the filing of fraudulent tax returns. Yet, Intuit failed to adopt basic cyber security policies to prevent this misuse of TurboTax. As a result, fraudulent tax returns were filed in the names of the plaintiffs and thousands of other individuals across America, including persons who never purchased TurboTax.
6. ***Henson v. Turn***, No. 3:15-CV-01497 (N.D. Cal.). Lief Cabraser represents plaintiffs in class action litigation alleging that internet

marketing company Turn, Inc. violates users' digital privacy by installing software tracking beacons on smartphones, tablets, and other mobile computing devices. The complaint alleges that in an effort to thwart standard privacy settings and features, Turn deploys so-called "zombie cookies" that cannot be detected or deleted, and that track smartphone activity across various browsers and applications. Turn uses the data harvested by these cookies to build robust user profiles and sell targeted and profitable advertising, all without the user's knowledge or consent. The complaint alleges that Turn's conduct violates consumer protection laws and amounts to trespass.

7. ***McDowell v. CGI Group***, No. 1:15-cv-01157-GK (D.D.C.). Loeff Cabraser represents individuals in class action litigation against CGI Group, Inc. and CGI Federal, Inc. (collectively "CGI") for allegedly facilitating a data breach affecting more than 1,000 U.S. citizens. The U.S. government contracts with CGI to manage all U.S. passport application activities. Passport applicants must provide their name, date of birth, city of birth, state of birth, country of birth, social security number, sex, height, hair color, eye color, occupation, and evidence of U.S. citizenship, such as a previously issued U.S. passport, or U.S. birth certificate. Between 2010 and May 2, 2015, CGI employees allegedly stole and sold personal information of passport applicants to cybercriminals. The mass identity theft allowed cybercriminals to use stolen information to buy cell phones and computers, and to obtain lines of credit. The complaint alleges that CGI failed to fulfill its legal duty to protect customers' sensitive personal and financial information.

8. ***Fowles v. Anthem***, No. 3:15-cv-2249 (N.D. Cal.). Loeff Cabraser represents individuals in a class action lawsuit against Anthem for its alleged failure to safeguard and secure the medical records and other personally identifiable information of its members. The second largest health insurer in the U.S., Anthem provides coverage for 37.5 million Americans. Anthem's customer database was allegedly attacked by international hackers on December 10, 2014. Anthem says it discovered the breach on January 27, 2015, and reported it about a week later on February 4, 2015. California customers were informed around March 18, 2015. The theft includes names, birth dates, social security numbers, billing information, and highly confidential health information. In addition, the complaint charges that Anthem was on notice about the weaknesses in its computer security defenses for at least a year before the breach occurred. According to a September 2013 audit, the U.S. Office of Personnel Management's Inspector General found vulnerabilities that could provide "a gateway for malicious virus and hacking activity that could lead to data breaches." The complaint charges that Anthem violated its duty to safeguard and protect consumers' personal information, and violated its duty to disclose the breach to consumers in a timely manner.

B. Successes

1. ***Perkins v. LinkedIn***, No. 13-CV-04303-LHK (N.D. Cal.). Lief Cabraser represented individuals who joined LinkedIn's network and, without their consent or authorization, had their names and likenesses used by LinkedIn to endorse LinkedIn's services and send repeated emails to their contacts asking that they join LinkedIn. On February 16, 2016, the Court granted final approval to a \$13 million settlement, one of the largest per-class member settlements ever in a digital privacy class action. In addition to the monetary relief, LinkedIn agreed to make significant changes to Add Connections disclosures and functionality. Specifically, LinkedIn revised disclosures to real-time permission screens presented to members using Add Connections, agreed to implement new functionality allowing LinkedIn members to manage their contacts, including viewing and deleting contacts and sending invitations, and to stop reminder emails from being sent if users have sent connection invitations inadvertently.

X. International and Human Rights Litigation

A. Successes

1. ***Holocaust Cases***. Lief Cabraser was one of the leading firms that prosecuted claims by Holocaust survivors and the heirs of Holocaust survivors and victims against banks and private manufacturers and other corporations who enslaved and/or looted the assets of Jews and other minority groups persecuted by the Nazi Regime during the Second World War era. We serve as Settlement Class Counsel in the case against the Swiss banks that the Court approved a U.S. \$1.25 billion settlement in July 2000. Lief Cabraser donated its attorneys' fees in the Swiss Banks case, in the amount of \$1.5 million, to endow a Human Rights clinical chair at Columbia University Law School. We were also active in slave labor and property litigation against German and Austrian defendants, and Nazi-era banking litigation against French banks. In connection therewith, Lief Cabraser participated in multi-national negotiations that led to Executive Agreements establishing an additional approximately U.S. \$5 billion in funds for survivors and victims of Nazi persecution. Our website provides links to the websites of settlement and claims administrators in these cases.

Commenting on the work of Lief Cabraser and co-counsel in the litigation against private German corporations, entitled *In re Holocaust Era German Industry, Bank & Insurance Litigation* (MDL No. 1337), U.S. District Court Judge William G. Bassler stated on November 13, 2002:

Up until this litigation, as far as I can tell, perhaps with some minor exceptions, the claims of slave and forced

labor fell on deaf ears. You can say what you want to say about class actions and about attorneys, but the fact of the matter is, there was no attention to this very, very large group of people by Germany, or by German industry until these cases were filed. . . . What has been accomplished here with the efforts of the plaintiffs' attorneys and defense counsel is quite incredible. . . . I want to thank counsel for the assistance in bringing us to where we are today. Cases don't get settled just by litigants. It can only be settled by competent, patient attorneys.

2. ***Cruz v. U.S., Estados Unidos Mexicanos, Wells Fargo Bank, et al.***, No. 01-0892-CRB (N.D. Cal.). Working with co-counsel, Lief Cabraser succeeded in correcting an injustice that dated back 60 years. The case was brought on behalf of Mexican workers and laborers, known as Braceros ("strong arms"), who came from Mexico to the United States pursuant to bilateral agreements from 1942 through 1946 to aid American farms and industries hurt by employee shortages during World War II in the agricultural, railroad, and other industries. As part of the Braceros program, employers held back 10% of the workers' wages, which were to be transferred via United States and Mexican banks to savings accounts for each Bracero. The Braceros were never reimbursed for the portion of their wages placed in the forced savings accounts.

Despite significant obstacles including the aging and passing away of many Braceros, statutes of limitation hurdles, and strong defenses to claims under contract and international law, plaintiffs prevailed in a settlement in February 2009. Under the settlement, the Mexican government provided a payment to Braceros, or their surviving spouses or children, in the amount of approximately \$3,500 (USD). In approving the settlement on February 23, 2009, U.S. District Court Judge Charles Breyer stated:

I've never seen such litigation in eleven years on the bench that was more difficult than this one. It was enormously challenging. . . . It had all sorts of issues . . . that complicated it: foreign law, constitutional law, contract law, [and] statute of limitations. . . . Notwithstanding all of these issues that kept surfacing . . . over the years, the plaintiffs persisted. I actually expected, to tell you the truth, at some point that the plaintiffs would just give up because it was so hard, but they never did. They never did. And, in fact, they achieved a settlement of the case, which I find remarkable under all of these circumstances.

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Award,” Legal Aid Society, 2000; “California Law Business Top 100 Lawyers,” *California Daily Journal*, 2000; “California Lawyer of the Year (CLAY),” *California Lawyer*, 1998; “Presidential Award of Merit,” Consumer Attorneys of California, 1998; “Public Justice Achievement Award,” Public Justice, 1997. *Publications & Presentations*: Editor-in-Chief, *California Class Actions Practice and Procedure*, LexisNexis (updated annually); “Punitive Damages,” *Proving and Defending Damage Claims*, Chapter 8, Aspen Publishers (updated annually); “Symposium: Enforcing the Social Contract through Representative Litigation,” *33 Connecticut Law Review* 1239 (Summer 2011); “Apportioning Due Process: Preserving The Right to Affordable Justice,” *87 Denver U. L.Rev.* 437 (2010); “Due Process Pre-Empted: Stealth Preemption As a Consequence of Agency Capture” (2010); “When Worlds Collide: The Supreme Court Confronts Federal Agencies with Federalism in *Wyeth v. Levine*,” *84 Tulane L. Rev.* 1275 (2010); “Just Choose: The Jurisprudential Necessity to Select a Single Governing Law for Mass Claims Arising from Nationally Marketed Consumer Goods and Services,” *Roger Williams University Law Review* (Winter 2009); “California Class Action Classics,” Consumer Attorneys of California (January/February Forum 2009); Executive Editor, ABA Section of Litigation, *Survey of State Class Action Law*, 2008-2010; Coordinating Editor, ABA Section of Litigation, *Survey of State Class Action Law*, 2006-2007; “The Manageable Nationwide Class: A Choice-of-Law Legacy of *Phillips Petroleum Co. v. Shutts*,” *University of Missouri- Kansas City Law Review*, Volume 74, Number 3, Spring 2006; Co-Author with Fabrice N. Vincent, “Class Actions Fairness Act of 2005,” *California Litigation*, Vol. 18, No. 3 (2005); Co-Author with Joy A. Kruse, Bruce Leppla, “Selective Waiver: Recent Developments in the Ninth Circuit and California,” (pts. 1 & 2), *Securities Litigation Report* (West Legalworks May & June 2005); Editor-in-Chief, *California Class Actions Practice and Procedures* (2003); “A Plaintiffs’ Perspective On The Effect of State Farm v. Campbell On Punitive Damages in Mass Torts” (May 2003); Co-Author, “Decisions Interpreting California’s Rules of Class Action Procedure,” *Survey of State Class Action Law*, updated and re-published in *5 Newberg on Class Actions* (ABA 2001-2004); Co-Author, “Mass But Not (Necessarily) Class: Emerging Aggregation Alternatives Under the Federal Rules,” *ABA 8th Annual National Institute on Class Actions*, New York (Oct. 15, 2004), New Orleans (Oct. 29, 2004); Co-Author, “2004 ABA Toxicology Monograph-California State Law,” (January 2004); “Mass Tort Class Actions,” *ATLA's Litigating Tort Cases*, Vol. 1, Chapter 9 (June 2003); “Human Rights Violations as Mass Torts: Compensation as a Proxy for Justice in the United States Civil Litigation System”; Co-Author with Fabrice N. Vincent, “Ethics and Admissibility: Failure to Disclose Conflicts of Interest in and/or Funding of Scientific Studies and/or Data May Warrant Evidentiary Exclusions,” *Mealey's December Emerging Drugs Reporter* (December 2002); Co-Author with Fabrice N. Vincent, “The Shareholder Strikes Back: Varied Approaches to Civil Litigation Claims Are Available to Help Make Shareholders Whole,” *Mealey's Emerging Securities Litigation Reporter* (September 2002); Coordinating Editor and Co-Author of California section of the *ABA State Class Action Survey* (2001-2002); “Unfinished Business: Reaching the Due Process Limits of Punitive Damages in Tobacco Litigation Through Unitary Classwide Adjudication,” *36 Wake Forest Law Review* 979 (Winter 2001); “Symposium: Enforcing the Social Contract through Representative Litigation,” *33 Connecticut Law Review* 1239 (Summer 2001); “Equity for the Victims, Equity for the Transgressor: The Classwide Treatment of Punitive Damages Claims,” *74 Tulane Law Review* 2005 (June 2000); “Class Action Trends and Developments After Amchem and Ortiz,” in *Civil Practice and Litigation Techniques in Federal and State Courts* (ALI-ABA Course of Study 1999); Contributor/Editor, *Moore's Federal Practice* (1999); Co-Author, “Preliminary Issues Regarding Forum Selection,

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“100 Managing Partners You Need to Know,” *Lawdragon*, 2008; “40 under 40,” selected as one of the country’s most successful litigators under the age of 40, *The National Law Journal*, 2002. *Publications & Presentations*: Global Justice Forum, Presented by Robert L. Lieff – Moderator of Financial Fraud Litigation Panel and Participant on Financing of Litigation Panel (October 4, 2011, Columbia Law School, New York, New York); The Canadian Institute, The 12th Annual Forum on Class Actions – Panel Member, *Key U.S. and Cross-Border Trends: Northbound Impacts and Must-Have Requirements* (September 21, 2011, Toronto, Ontario, Canada); Co-Author with Michael J. Miarmi, “The *Basics* of Obtaining Class Certification in Securities Fraud Cases: U.S. Supreme Court Clarifies Standard, Rejecting Fifth Circuit’s ‘Loss Causation’ Requirement,” *Bloomberg Law Reports* (July 5, 2011); Stanford University Law School, Guest Lecturer for Professor Deborah Hensler’s course on Complex Litigation, Representing Plaintiffs in Large-Scale Litigation (March 2, 2011, Stanford, California); Stanford University Law School – Panel Member, Symposium on the Future of the Legal Profession, (March 1, 2011, Stanford, California); Stanford University Law School, Member, Advisory Forum, Center of the Legal Profession (2011-Present); 4th Annual International Conference on the Globalization of Collective Litigation – Panel Member, Funding Issues: Public versus Private Financing (December 10, 2010, Florida International University College of Law, Miami, Florida); “Bill of Particulars, A Review of Developments in New York State Trial Law,” Column, *The Supreme Court’s Decisions in Iqbal and Twombly Threaten Access to Federal Courts* (Winter 2010); American Constitution Society for Law and Policy, Access to Justice in Federal Courts – Panel Member, The Iqbal and Twombly Cases (January 21, 2010, New York, New York); American Bar Association, Section of Litigation, The 13th Annual National Institute on Class Actions – Panel Member, Hydrogen Peroxide Will Clear It Up Right Away: Developments in the Law of Class Certification (November 20, 2009, Washington, D.C.); Global Justice Forum, Presented by Robert L. Lieff and Lieff, Cabraser, Heimann & Bernstein, LLP – Conference Co-Host and Moderator of Mediation/Arbitration Panel (October 16, 2009, Columbia Law School, New York, New York); Stanford University Law School, Guest Lecturer for Professor Deborah Hensler’s course on Complex Litigation, Foreign Claimants in U.S. Courts/U.S. Lawyers in Foreign Courts (April 6, 2009, Stanford, California); Consultant to the Office of Attorney General, State of New York, in connection with an industry-wide investigation and settlement concerning health insurers’ use of the “Ingenix database” to determine usual and customary rates for out-of-network services, April 2008-February 2009; Stanford University Law School, Guest Lecturer for Professor Deborah Hensler’s course on Complex Litigation, Foreign Claimants in U.S. Courts/U.S. Lawyers in Foreign Courts (April 16, 2008, Stanford, California); Benjamin N. Cardozo Law School, The American Constitution Society for Law & Policy, and Public Justice, Co-Organizer of conference and Master of Ceremonies for conference, Justice and the Role of Class Actions (March 28, 2008, New York, New York); Stanford University Law School and The Centre for Socio-Legal Studies, Oxford University, Conference on The Globalization of Class Actions, Panel Member, Resolution of Class and Mass Actions (December 13 and 14, 2007, Oxford, England); Editorial Board and Columnist, “Federal Practice for the State Court Practitioner,” New York State Trial Lawyers Association’s “Bill of Particulars,” (2005-present); “Bill of Particulars, A Review of Developments in New York State Trial Law,” *Federal Multidistrict Litigation Practice* (Fall 2007); “Bill of Particulars, A Review of Developments in New York State Trial Law,” *Pleading a Federal Court Complaint* (Summer 2007); Stanford University Law School, Guest Lecturer for Professor Deborah Hensler’s course on Complex Litigation, Foreign Claimants in U.S. Courts (April 17, 2007, Palo Alto, California); “Bill of

Particulars, A Review of Developments in New York State Law,” *Initiating Litigation and Electronic Filing in Federal Court* (Spring 2007); “Bill of Particulars, A Review of Developments in New York State Trial Law,” Column, *Federal Court Jurisdiction: Getting to Federal Court By Choice or Removal* (Winter 2007); American Constitution Society for Law and Policy, 2006 National Convention, Panel Member, Finding the Balance: Federal Preemption of State Law (June 16, 2006, Washington, D.C.); Global Justice Forum, Presented by Lieff, Cabraser, Heimann & Bernstein, LLP — Conference Moderator and Panel Member on Securities Litigation (May 19, 2006, Paris, France); Stanford University Law School, Guest Lecturer for Professor Deborah Hensler’s course on Complex Litigation, Foreign Claimants in U.S. Court (April 25, 2006, Stanford, California); Global Justice Forum, Presented by Lieff, Cabraser, Heimann & Bernstein, LLP — Conference Moderator and Speaker and Papers, The Basics of Federal Multidistrict Litigation: How Disbursed Claims are Centralized in U.S. Practice and Basic Principles of Securities Actions for Institutional Investors (May 20, 2005, London, England); New York State Trial Lawyers Institute, Federal Practice for State Practitioners, Speaker and Paper, *Federal Multidistrict Litigation Practice*, (March 30, 2005, New York, New York), published in “Bill of Particulars, A Review of Developments in New York State Trial Law” (Spring 2005); Stanford University Law School, The Stanford Center on Conflict and Negotiation, Interdisciplinary Seminar on Conflict and Dispute Resolution, Guest Lecturer, In Search of “Global Settlements”: Resolving Class Actions and Mass Torts with Finality (March 16, 2004, Stanford, California); Lexis/Nexis, Mealey’s Publications and Conferences Group, Wall Street Forum: Mass Tort Litigation, Co-Chair of Event (July 15, 2003, New York, New York); Northstar Conferences, The Class Action Litigation Summit, Panel Member on Class Actions in the Securities Industry, and Paper, Practical Considerations for Investors’ Counsel - Getting the Case (June 27, 2003, Washington, D.C.); The Manhattan Institute, Center for Legal Policy, Forum Commentator on Presentation by John H. Beisner, Magnet Courts: If You Build Them, Claims Will Come (April 22, 2003, New York, New York); Stanford University Law School, Guest Lecturer for Professor Deborah Hensler’s Courses on Complex Litigation, Selecting The Forum For a Complex Case — Strategic Choices Between Federal And State Jurisdictions, and Alternative Dispute Resolution ADR In Mass Tort Litigation, (March 4, 2003, Stanford, California); American Bar Association, Tort and Insurance Practice Section, Emerging Issues Committee, Member of Focus Group on Emerging Issues in Tort and Insurance Practice (coordinated event with New York University Law School and University of Connecticut Law School, August 27, 2002, New York, New York); Duke University and University of Geneva, “Debates Over Group Litigation in Comparative Perspective,” Panel Member on Mass Torts and Products Liability (July 21-22, 2000, Geneva, Switzerland); *New York Law Journal*, Article, Consumer Protection Class Actions Have Important Position, Applying New York’s Statutory Scheme (November 23, 1998); Leader Publications, Litigation Strategist, “Fen-Phen,” Articles, *The Admissibility of Scientific Evidence in Fen-Phen Litigation and Daubert Developments: Something For Plaintiffs*, Defense Counsel (June 1998, New York, New York); “Consumer Protection Class Actions Have Important Position, Applying New York’s Statutory Scheme,” *New York Law Journal* (November 23, 1998); The Defense Research Institute and Trial Lawyer Association, Toxic Torts and Environmental Law Seminar, Article and Lecture, A Plaintiffs’ Counsels’ Perspective: What’s the Next Horizon? (April 30, 1998, New York, New York); Lexis/Nexis, Mealey’s Publications and Conference Group, Mealey’s Tobacco Conference: Settlement and Beyond 1998, Article and Lecture, The Expanding Litigation (February 21, 1998, Washington, D.C.); New York State Bar Association, Expert Testimony in Federal Court After

Daubert and New Federal Rule 26, Article and Lecture, Breast Implant Litigation: Plaintiffs' Perspective on the Daubert Principles (May 23, 1997, New York, New York); Plaintiff Toxic Tort Advisory Council, Lexis/Nexis, Mealey's Publications and Conferences Group (January 2002-2005). *Member*: American Association for Justice; American Bar Association; American Constitution Society; Association of the Bar of the City of New York; Bar Association of the District of Columbia; Civil Justice Foundation (Board of Trustees, 2004-present); Fight for Justice Campaign; Human Rights First; National Association of Shareholder and Consumer Attorneys (Executive Committee, 2009-present); New York State Bar Association; New York State Trial Lawyers Association (Board of Directors, 2001-2004); New York State Trial Lawyers Association's "Bill of Particulars" (Editorial Board and Columnist, "Federal Practice for the State Court Practitioner," 2005-present); Plaintiff Toxic Tort Advisory Council (Lexis/Nexis, Mealey's Publications and Conferences Group, 2002-2005); Public Justice Foundation (President, 2011-2012; Executive Committee, July 2006-present; Board of Directors, July 2002-present); Co-Chair, Major Donors/Special Gifts Committee, July 2009-present; Class Action Preservation Project Committee, July 2005-present); State Bar of California; Supreme Court Historical Society.

ROBERT J. NELSON, Admitted to practice in California, 1987; U.S. District Court, Central District of California, 1987; U.S. District Court, Northern District of California, 1988; U.S. Court of Appeals, Ninth Circuit, 1988; U.S. Court of Appeals, Sixth Circuit, 1995; U.S. Court of Appeals, Seventh Circuit, 2016; District of Columbia, 1998; New York, 1999; U.S. District Court, Eastern District of New York, Southern District of New York, 2001; U.S. District Court, Eastern District of California, 2006; U.S. District Court, Northern District of Ohio; U.S. District Court, Southern District of Ohio; U.S. District Court, Middle District of Tennessee. *Education*: New York University School of Law (J.D., 1987); Order of the Coif, Articles Editor, *New York University Law Review*; Root-Tilden-Kern Scholarship Program. Cornell University (A.B., *cum laude* 1982); Member, Phi Beta Kappa; College Scholar Honors Program. London School of Economics (General Course, 1980-81): Graded First. *Prior Employment*: Judicial Clerk to Judge Stephen Reinhardt, U.S. Court of Appeals, Ninth Circuit, 1987-88; Assistant Federal Public Defender, Northern District of California, 1988-93; Legal Research and Writing Instructor, University of California-Hastings College of the Law, 1989-91 (Part-time position). *Awards & Honors*: Selected for inclusion by peers in *The Best Lawyers in America* in fields of "Personal Injury Litigation – Plaintiffs" and "Product Liability Litigation – Plaintiffs," 2012-2017; "California Litigation Star," *Benchmark Litigation*, 2013-2016; "Consumer Attorney of the Year Finalist," Consumer Attorneys of California, 2007, 2010, 2014-2015; Legal 500 recommended lawyer, *LegalEase*, 2013-Present; "Lawdragon Finalist," *Lawdragon*, 2009-2011; "California Lawyer Attorney of the Year (CLAY)" Award, *California Lawyer*, 2008, 2010; "Northern California Super Lawyer," *Super Lawyers*, 2004-2013; "San Francisco Trial Lawyer of the Year Finalist," San Francisco Trial Lawyers' Association, 2007. *Publications*: False Claims Roundtable, *California Lawyer* (January 2013); False Claims Roundtable, *California Lawyer* (April 2012); False Claims Roundtable, *California Lawyer* (June 2011); False Claims Roundtable, *California Lawyer* (June 2010); Product Liability Roundtable, *California Lawyer* (March 2010); Product Liability Roundtable, *California Lawyer* (July 2009); "Class Action Treatment of Punitive Damages Issues after *Philip Morris v. Williams*: We Can Get There from Here," 2 *Charleston Law Review* 2 (Spring 2008) (with Elizabeth J. Cabraser); Product Liability Roundtable, *California Lawyer* (December 2007); Contributing Author, California Class Actions

Practice and Procedures (Elizabeth J. Cabraser editor in chief, 2003); “The Importance of Privilege Logs,” *The Practical Litigator*, Vol. II, No. 2 (March 2000) (ALI-ABA Publication); “To Infer or Not to Infer a Discriminatory Purpose: Rethinking Equal Protection Doctrine,” 61 *New York University Law Review* 334 (1986). *Member*: American Association for Justice, Fight for Justice Campaign; American Bar Association; American Civil Liberties Union of Northern California; Bar Association of San Francisco; Bar of the District of Columbia; Consumer Attorneys of California; Human Rights Watch California Committee North; New York State Bar Association; RE-volv, Board Member; San Francisco Trial Lawyers Association; State Bar of California.

KELLY M. DERMODY, Admitted to practice in California (1994); U.S. Supreme Court (2013); U.S. Court of Appeals for the First Circuit (2012); U.S. Court of Appeals for the Second Circuit (2010); U.S. Court of Appeals for the Third Circuit (2001); U.S. Court of Appeals for the Fourth Circuit (2008); U.S. Court of Appeals for the Sixth Circuit (2008); U.S. Court of Appeals for the Seventh Circuit (2006); U.S. Court of Appeals for the Ninth Circuit (2007); U.S. District Court, Northern District of California (1995); U.S. District Court, Central District of California (2005); U.S. District Court, Eastern District of California (2012); U.S. District Court of Colorado (2007). *Education*: Boalt Hall School of Law, University of California, Berkeley (J.D. 1993); Moot Court Executive Board (1992-1993); Articles Editor, *Industrial Relations Law Journal/Berkeley Journal of Employment and Labor Law* (1991-1992); Harvard University (A.B. *magna cum laude*, 1990), Senior Class Ames Memorial Public Service Award. *Prior Employment*: Law Clerk to Chief Judge John T. Nixon, U.S. District Court, Middle District of Tennessee, 1993-1994; Adjunct Professor of Law, Golden Gate University School of Law, Employment Law (Spring 2001). *Awards & Honors*: AV Preeminent Peer Review Rated, Martindale-Hubbell; Selected for inclusion by peers in *The Best Lawyers in America* in fields of “Employment Law – Individuals” and “Litigation – Labor and Employment,” 2010-2017; “California Litigation Star,” *Benchmark Litigation*, 2013-2016; “Top 250 Women in Litigation,” *Benchmark Litigation*, 2016; Fellow, The College of Labor and Employment Lawyers, 2015; “Top 100 Attorneys in California,” *Daily Journal*, 2012-2015; “Top 75 Labor and Employment Attorneys in California,” *Daily Journal*, 2011-2015; “Top California Women Litigators,” *Daily Journal*, 2007, 2010, 2012-2015; “500 Leading Lawyers in America,” *Lawdragon*, 2010-2015; “Northern California Super Lawyer,” *Super Lawyers*, 2004-2015; “Top 50 Women Northern California Super Lawyers,” *Super Lawyers*, 2007-2015; “Top 100 Northern California Super Lawyers,” *Super Lawyers*, 2007, 2009-2015; Distinguished Jurisprudence Award, Anti-Defamation League, 2014; “Lawyer of the Year,” *Best Lawyers*, recognized in the category of Employment Law – Individuals for San Francisco, 2014; “Top 10 Northern California Super Lawyers,” *Super Lawyers*, 2014; “Dolores Huerta Adelita Award,” California Rural Assistance, 2013; “Recommended Lawyer,” *The Legal 500* (U.S. edition, 2013); “Women of Achievement Award,” Legal Momentum (formerly the NOW Legal Defense & Education Fund), 2011; “Irish Legal 100” Finalist, *The Irish Voice*, 2010; “Florence K. Murray Award,” National Association of Women Judges, 2010 (for influencing women to pursue legal careers, opening doors for women attorneys, and advancing opportunities for women within the legal profession); “Lawdragon Finalist,” *Lawdragon*, 2007-2009; “Community Service Award,” Bay Area Lawyers for Individual Freedom, 2008; “Community Justice Award,” Centro Legal de la Raza, 2008; “Award of Merit,” Bar Association of San Francisco, 2007; “California Lawyer Attorney of the Year (CLAY) Award,” *California Lawyer*, 2007; “500 Leading Plaintiffs’ Lawyers in America,”

Lawdragon, Winter 2007; “Trial Lawyer of the Year Finalist,” Public Justice Foundation, 2007; “Consumer Attorney of the Year” Finalist, Consumer Attorneys of California, 2006; “California’s Top 20 Lawyers Under 40,” *Daily Journal*, 2006; “Living the Dream Partner,” Lawyers’ Committee for Civil Rights of the San Francisco Bay Area, 2005; “Top Bay Area Employment Attorney,” *The Recorder*, 2004. *Member*: American Bar Association, Labor and Employment Law Section (Governing Council, 2009-present; Co-Chair, Section Conference, 2008-2009; Vice-Chair, Section Conference, 2007-2008; Co-Chair, Committee on Equal Opportunity in the Legal Profession, 2006-2007); Bar Association of San Francisco (Board of Directors, 2005-2012; President, 2011-2012; President-Elect, 2010-2011; Treasurer, 2009-2010; Secretary, 2008-2009; Litigation Section; Executive Committee, 2002-2005); Bay Area Lawyers for Individual Freedom; Lawyers’ Committee for Civil Rights of the San Francisco Bay Area (Board of Directors, 1998-2005; Secretary, 1999-2003; Co-Chair, 2003-2005; Member, 1997-Present); Carver Healthy Environments and Response to Trauma in Schools (Steering Committee, 2007); College of Labor and Employment Lawyers (Fellow, 2015); Consumer Attorneys of California; Equal Rights Advocates (Litigation Committee, 2000-2002); National Association of Women Judges (Independence of the Judiciary Co-Chair, 2011-2014; Resource Board, Co-Chair, 2009-2011, Member, 2005-2014); National Center for Lesbian Rights (Board of Directors, 2002-2008; Co-Chair, 2005-2006); National Employment Lawyers’ Association; Northern District of California Historical Society (Board of Directors, 2015- Present); Northern District of California Lawyer Representative to the Ninth Circuit Judicial Conference (2007-2010); Pride Law Fund (Board of Directors, 1995-2002; Secretary, 1995-1997; Chairperson, 1997-2002); Public Justice Foundation; State Bar of California.

JONATHAN D. SELBIN, Admitted to practice in California, 1994; District of Columbia, 2000; New York, 2001; U.S. Supreme Court, 2012; U.S. Court of Appeals, Second Circuit, 2016; U.S. Court of Appeals, Third Circuit, 2009; U.S. Court of Appeals, Fifth Circuit, 2002; U.S. Court of Appeals, Sixth Circuit, 2012; U.S. Court of Appeals, Ninth Circuit, 2007; U.S. Court of Appeals, Tenth Circuit, 2014; U.S. District Court, Northern District of California, 1997; U.S. District Court, Central District of California, 1995; U.S. District Court, Northern District of Florida, 2009; U.S. District Court Northern District of Illinois, 2010; U.S. District Court, Southern District of New York, 2001; U.S. District Court, Eastern District of New York, 2008; U.S. District Court, Eastern District of Michigan, 2007; U.S. District Court, Eastern District of Wisconsin, 2013. *Education*: Harvard Law School (J.D., *magna cum laude*, 1993); University of Michigan (B.A., *summa cum laude*, 1989). *Prior Employment*: Law Clerk to Judge Marilyn Hall Patel, U.S. District Court, Northern District of California, 1993-95. *Awards & Honors*: Selected for inclusion by peers in *The Best Lawyers in America* in field of “Product Liability Litigation – Plaintiffs,” 2013-2017; Distinguished Service Award, American Association for Justice, 2016; “New York Litigation Star,” *Benchmark Litigation*, 2013-2016; “New York Super Lawyers,” *Super Lawyers*, 2006-2013; “*Lawdragon* Finalist,” *Lawdragon*, 2009. *Publications & Presentations*: On Class Actions (2009); Contributing Author, “Ninth Circuit Reshapes California Consumer-Protection Law,” American Bar Association (July 2012); Contributing Author, *California Class Actions Practice and Procedures* (Elizabeth J. Cabraser editor-in-chief, 2003); “Bashers Beware: The Continuing Constitutionality of Hate Crimes Statutes After R.A.V.,” *72 Oregon Law Review* 157 (Spring, 1993). *Member*: American Association for Justice; American Bar Association; District of Columbia Bar Association; New

York Advisory Board, Alliance for Justice; New York State Bar Association; New York State Trial Lawyers Association; State Bar of California.

MICHAEL W. SOBOL, Admitted to practice in Massachusetts, 1989; California, 1998; United States District Court, District of Massachusetts, 1990; U.S. District Court, Northern District of California, 2001; U.S. District Court, Central District of California, 2005; U.S. District Court, Eastern District of California, 2011; U.S. District Court, Southern District of California, 2010; U.S. Court of Appeals for the Ninth Circuit (2009); U.S. Court of Appeals for the Eleventh Circuit (2012). *Education*: Boston University (J.D., 1989); Hobart College (B.A., *cum laude*, 1983). *Prior Employment*: Lecturer in Law, Boston University School of Law, 1995-1997. *Awards & Honors*: Selected for inclusion by peers in *The Best Lawyers in America* in fields of “Mass Tort Litigation/Class Actions – Plaintiffs” and “Product Liability Litigation – Plaintiffs,” 2013-2017; “Super Lawyer for Northern California,” *Super Lawyers*, 2012 – 2016; California Litigation Star,” *Benchmark Litigation*, 2013-2015; “Top 100 Northern California Super Lawyers,” *Super Lawyers*, 2013; “Top 100 Attorneys in California,” *Daily Journal*, 2012-2013; “Trial Lawyer of the Year Finalist,” *Public Justice*, 2012; “Consumer Attorney of the Year Finalist,” *Consumer Attorneys of California*, 2011; “*Lawdragon* Finalist,” *Lawdragon*, 2009. *Publications & Presentations*: Panelist, National Consumer Law Center’s 15th Annual Consumer Rights Litigation Conference, Class Action Symposium; Panelist, Continuing Education of the Bar (C.E.B.) Seminar on Unfair Business Practices—California’s Business and Professions Code Section 17200 and Beyond; Columnist, *On Class Actions*, Association of Business Trial Lawyers, 2005 to present; *The Fall of Class Action Waivers* (2005); *The Rise of Issue Class Certification* (2006); *Proposition 64’s Unintended Consequences* (2007); *The Reach of Statutory Damages* (2008). *Member*: State Bar of California; Bar Association of San Francisco; Consumer Attorneys of California, Board of Governors, (2007-2008, 2009-2010); National Association of Consumer Advocates.

FABRICE N. VINCENT, Admitted to practice in California, 1992; U.S. District Court, Northern District of California, Central District of California, Eastern District of California, Ninth Circuit Court of Appeals, 1992. *Education*: Cornell Law School (J.D., *cum laude*, 1992); University of California at Berkeley (B.A., 1989). *Awards & Honors*: Selected for inclusion by peers in *The Best Lawyers in America* in fields of “Mass Tort Litigation/Class Actions – Plaintiffs,” “Product Liability Litigation – Plaintiffs,” and “Personal Injury Litigation – Plaintiffs,” 2012-2017; “Super Lawyer for Northern California,” *Super Lawyers*, 2006–2014; “Outstanding Subcommittee Chair for the Class Actions & Derivative Suits,” *ABA Section of Litigation*, 2013. *Publications & Presentations*: Lead Author, *Citizen Report on Utility Terrain Vehicle (UTV) Hazards and Urgent Need to Improve Safety and Performance Standards; and Request for Urgent Efforts To Increase Yamaha Rhino Safety and Avoid Needless New Catastrophic Injuries, Amputations and Deaths*, Lieff Cabraser Heimann & Bernstein, LLP (2009); Co-Author with Elizabeth J. Cabraser, “Class Actions Fairness Act of 2005,” *California Litigation*, Vol. 18, No. 3 (2005); Co-Editor, *California Class Actions Practice and Procedures* (2003-06); Co-Author, “Ethics and Admissibility: Failure to Disclose Conflicts of Interest in and/or Funding of Scientific Studies and/or Data May Warrant Evidentiary Exclusions,” *Mealey’s December Emerging Drugs Reporter* (December 2002); Co-author, “The Shareholder Strikes Back: Varied Approaches to Civil Litigation Claims Are Available to Help Make Shareholders Whole,” *Mealey’s Emerging Securities Litigation Reporter* (September 2002);

Co-Author, "Decisions Interpreting California's Rules of Class Action Procedure," *Survey of State Class Action Law* (ABA 2000-09), updated and re-published in 5 *Newberg on Class Actions* (2001-09); Coordinating Editor and Co-Author of California section of the ABA State Class Action Survey (2001-06); Co-Editor-In-Chief, *Fen-Phen Litigation Strategist* (Leader Publications 1998-2000); Author of "Off-Label Drug Promotion Permitted" (Oct. 1999); Co-Author, "The Future of Prescription Drug Products Liability Litigation in a Changing Marketplace," and "Six Courts Certify Medical Monitoring Claims for Class Treatment," *29 Forum 4* (Consumer Attorneys of California 1999); Co-Author, *Class Certification of Medical Monitoring Claims in Mass Tort Product Liability Litigation* (ALI-ABA Course of Study 1999); Co-Author, "How Class Proofs of Claim in Bankruptcy Can Help in Medical Monitoring Cases," (Leader Publications 1999); Author, "AHP Loses Key California Motion In Limine," (February 2000); Co-Author, Introduction, "Sanctioning Discovery Abuses in the Federal Court," (LRP Publications 2000); "With Final Approval, Diet Drug Class Action Settlement Avoids Problems That Doomed Asbestos Pact," (Leader Publications 2000); Author, "Special Master Rules Against SmithKline Beecham Privilege Log," (November 1999). *Member*: American Association for Justice; Association of Business Trial Lawyers; State Bar of California; Bar Association of San Francisco; American Bar Association; Fight for Justice Campaign; Association of Business Trial Lawyers; Society of Automotive Engineers.

DAVID S. STELLINGS, Admitted to practice in New York, 1994; New Jersey, 1994; U.S. District Court, Southern District of New York, 1994. *Education*: New York University School of Law (J.D., 1993); Editor, *Journal of International Law and Politics*; Cornell University (B.A., *cum laude*, 1990). *Awards & Honors*: "Super Lawyer for New York Metro," *Super Lawyers*, 2012-2014; "Trial Lawyer of the Year Finalist," *Public Justice*, 2012; "Lawdragon Finalist, *Lawdragon*, 2009. *Member*: New York State Bar Association; New Jersey State Association; Bar Association of the City of New York; American Bar Association.

ERIC B. FASTIFF, Admitted to practice in California, 1996; District of Columbia, 1997; U.S. Courts of Appeals for the Third, Ninth and Federal Circuit; U.S. District Courts for the Northern, Southern, Eastern, and Central Districts of California, District of Columbia; U.S. District Court, Eastern District of Wisconsin; U.S. Court of Federal Claims. *Education*: Cornell Law School (J.D., 1995); Editor-in-Chief, *Cornell International Law Journal*; London School of Economics (M.Sc.(Econ.), 1991); Tufts University (B.A., *cum laude, magno cum honore in thesi*, 1990). *Prior Employment*: Law Clerk to Hon. James T. Turner, U.S. Court of Federal Claims, 1995-1996; International Trade Specialist, Eastern Europe Business Information Center, U.S. Department of Commerce, 1992. *Awards & Honors*: Selected for inclusion by peers in *The Best Lawyers in America* in the field of "Litigation - Antitrust," 2013-2017; "California Litigation Star," *Benchmark Litigation*, 2013-2015; Legal 500 recommended lawyer, *LegalEase*, 2013; "Northern California Super Lawyer," *Super Lawyers*, 2010-2013; "Top 100 Layers in California," *Daily Journal*, 2013; "Top Attorneys in Business Law," *Super Lawyers Corporate Counsel Edition*, 2012; "Lawdragon Finalist," *Lawdragon*, 2009. *Publications & Presentations*: General Editor, *California Class Actions Practice and Procedures*, (2003-2009); Coordinating Editor and Co-Author of California section of the *ABA State Class Action Survey* (2003-2008); Author, "US Generic Drug Litigation Update," *1 Journal of Generic Medicines* 212 (2004); Author, "The Proposed Hague Convention on the Recognition and Enforcement of Civil and Commercial Judgments: A Solution to Butch Reynolds's Jurisdiction and Enforcement

Problems,” 28 *Cornell International Law Journal* 469 (1995). *Member:* American Antitrust Institute (Advisory Board, 2012-Present); Bar Association of San Francisco; Children’s Day School (Board of Trustees); District of Columbia Bar Association; *Journal of Generic Medicines* (Editorial Board Member, 2003-Present); State Bar of California; U.S. Court of Federal Claims Bar Association.

WENDY R. FLEISHMAN, Admitted to practice in New York, 1992; Pennsylvania, 1977; U.S. Supreme Court, 2000; U.S. Court of Appeals 2nd Circuit, 1998; U.S. Court of Appeals 3rd Circuit, 2010; U.S. Court of Appeals 8th Circuit, 2009; U.S. Court of Appeals 9th Circuit, 2010; U.S. District Court, District of Arizona, 2013; U.S. District Court, Western District of New York, 2012; U.S. District Court Eastern District of New York, 1999; U.S. District Court Northern District of New York, 1999; U.S. District Court Southern District of New York, 1995; U.S. District Court, Eastern District of Wisconsin, 2013; U.S. District Court, Eastern District of Pennsylvania, 1984; U.S. District Court, Western District of Pennsylvania, 2001; U.S. Court of Appeals 5th Circuit, March 5, 2014. *Education:* University of Pennsylvania (Post-Baccalaureate Pre-Med, 1982); Temple University (J.D., 1977); Sarah Lawrence College (B.A., 1974). *Prior Employment:* Skadden, Arps, Slate, Meagher & Flom LLP in New York (Counsel in the Mass Torts and Complex Litigation Department), 1993-2001; Fox, Rothschild O’Brien & Frankel (partner), 1988-93 (tried more than thirty civil, criminal, employment and jury trials, and AAA arbitrations, including toxic tort, medical malpractice and serious injury and wrongful death cases); Ballard Spahr Andrews & Ingersoll (associate), 1984-88 (tried more than thirty jury trials on behalf of the defense and the plaintiffs in civil personal injury and tort actions as well as employment—and construction—related matters); Assistant District Attorney in Philadelphia, PA, 1977-84 (in charge of and tried major homicide and sex crime cases). *Awards and Honors:* Fellow, American Bar Foundation; "New York Litigation Star," *Benchmark Litigation*, 2013-2016; "New York Super Lawyers," *Super Lawyers*, 2006-2016; Legal 500 recommended lawyer, *LegalEase*, 2013; AV Preeminent Peer Review Rated, Martindale-Hubbell; Officer of New York State Trial Lawyers Association, 2010-present; New York State Academy of Trial Lawyers, 2011; "Lawdragon Finalist," *Lawdragon*, 2009. *Publications & Presentations:* "Where Do You Want To Be? Don't Get Left Behind, Creating a Vision for Your Practice," Minority Caucus and Women Trial Lawyers Caucus (July 22, 2013); Editor, Brown & Fleishman, "Proving and Defending Damage Claims: A Fifty-State Guide" (2007-2010); Co-Author with Donald Arbitblit, "The Risky Business of Off-Label Use," *Trial* (March 2005); Co-Author, "From the Defense Perspective," *Scientific Evidence, Chapter 6, Aspen Law Pub* (1999); Editor, *Trial Techniques Newsletter*, Tort and Insurance Practices Section, American Bar Association (1995-1996; 1993-1994); "How to Find, Understand, and Litigate Mass Torts," NYSTLA Mass Torts Seminar (April 2009); "Ethics of Fee Agreements in Mass Torts," AAJ Education Programs (July 2009). *Appointments:* Lead Counsel, Joint Coordinated California Litigation, *Amo Lens Solution Litigation*; Co-Liaison, *In re Zimmer Durom Cup Hip Implant Litigation*; Plaintiffs' Steering Committee, DePuy ASR Hip Implant Litigation; Liaison, NJ Ortho Evra Patch Product Liability Litigation; Co-Liaison, NJ Reglan Mass Tort Litigation; Co-Chair, Mealey's Drug & Medical Device Litigation Conference (2007); Executive Committee, *In re ReNu MoistureLoc Product Liability Litigation*, MDL; Discovery Chair, *In re Guidant Products Liability Litigation*; Co-Chair Science Committee, *In re Baycol MDL Litigation*; Pricing Committee, *In re Vioxx MDL Litigation*. *Member:* New York State Trial Lawyers Association (Treasurer, 2010-present; Board of Directors, 2004-Present); Association of the Bar of the City of New York (Product Liability

Committee, 2007-present; Judiciary Committee, 2004-Present); American Bar Association (Annual Meeting, Torts & Insurance Practices Section, NYC, Affair Chair, 1997; Trial Techniques Committee, Torts and Insurance Practices, Chair-Elect, 1996); American Association for Justice (Board of Governors); American Association for Justice (Board of Governors, Women Trial Lawyers' Caucus); Pennsylvania Bar Association (Committee on Legal Ethics and Professionalism, 1993-Present; Committee on Attorney Advertising, 1993-Present; Vice-Chair, Task Force on Attorney Advertising, 1991-92); State Bar of New York; Federal Bar Association; Member, Gender and Race Bias Task Force of the Second Circuit, 1994-present; Deputy Counsel, Governor Cuomo's Screening Committee for New York State Judicial Candidates, 1993-94; New York Women's Bar Association; New York County Lawyers; Fight for Justice Campaign; PATLA; Philadelphia Bar Association (Member of Committee on Professionalism 1991-92).

JOYA. KRUSE, Admitted to practice in Washington, D.C., 1984; California, 1989; U.S. Supreme Court, 1994; U.S. Courts of Appeals for the Federal Circuit, 1992; U.S. Court of Appeals 9th Circuit, 1989; U.S. District Court for the Central District of California, 2006; U.S. District Court for the Eastern District of California, 1989; U.S. District Court for the Northern District of California, 1989; U.S. District Court, District of Colorado, 2006; U.S. District Court of the District of Columbia, 1984; U.S. District Court, Eastern District of Wisconsin, 2001. *Education*: Harvard Law School (J.D., 1984); Wellesley College (B.A., 1977). *Prior Employment*: Assistant Federal Public Defender, Northern District of California, 1992-96; Public Defender Service, Washington D.C., 1984-89. *Awards & Honors*: "California Litigation Star," *Benchmark Litigation*, 2016; AV Preeminent Peer Review Rated, Martindale-Hubbell; Selected for inclusion by peers in *The Best Lawyers in America* in fields of "Litigation – Securities," 2013-2017; "Lawdragon Finalist," *Lawdragon*, 2009. *Presentations & Publications*: Panelist, "Corporate Governance Litigation," PLI Securities Litigation & Enforcement Institute, San Francisco (October 15, 2009); Co-Author with Richard M. Heimann and Sharon M. Lee, "Post-*Tellabs* Treatment of Confidential Witnesses in Federal Securities Litigation," *Journal of Securities Law, Regulation, & Compliance* (Vol. 2, No. 3 June 2009); "California Lawyer Securities Law Roundtable" (October 2008); Co-Author with Elizabeth J. Cabraser, Bruce Leppla, "Selective Waiver: Recent Developments in the Ninth Circuit and California," (Pts. 1 & 2), *Securities Litigation Report* (West Legalworks May and June 2005). *Member*: Phi Beta Kappa; State Bar of California; Bar Association of San Francisco.

RACHEL GEMAN, Admitted to practice in New York, 1998; Southern and Eastern Districts of New York, 1999; U.S. District Court, Eastern District of Michigan, 2005; U.S. District Court of Colorado, 2007; U.S. Supreme Court, 2013. *Education*: Columbia University School of Law (J.D. 1997); Stone Scholar; Equal Justice America Fellow; Human Rights Fellow; Editor, *Columbia Journal of Law and Social Problems*; Harvard University (A.B. *cum laude* 1993). *Prior Employment*: Adjunct Professor, New York Law School; Special Advisor, United States Mission to the United Nations, 2000; Law Clerk to Judge Constance Baker Motley, U.S. District Court, Southern District of New York, 1997-98. *Awards & Honors*: AV Preeminent Peer Review Rated, Martindale-Hubbell; Selected for inclusion by peers in *The Best Lawyers in America* in field of "Employment Law – Individuals," 2012-2017; "Lawyer of the Year," *Best Lawyers*, recognized in the category of Employment Law – Individuals for San Francisco, 2014; "Super Lawyer for New York Metro," *Super Lawyers*, 2013-2014; Legal 500 recommended

lawyer, *LegalEase*, 2013; “Rising Stars for New York Metro,” *Super Lawyers*, a publication of Thomson Reuters, 2011; Distinguished Honor Award, United States Department of State, 2001. *Publications & Presentations*: Speaker and Moderator, “Statistics for Lawyers - Even Those Who Hate Math,” National Employment Lawyers Association Annual Convention (2015); Speaker, “Gender Pay Disparities: Enforcement, Litigation, and Remedies,” New York City Conference on Representing Employees (2015); Speaker, “Protecting Pay: Representing Workers With Wage and Hour Claims,” National Employment Lawyers Association (2015); Speaker and Author, “What Employment Lawyers Need to Know About Non-Employment Class Actions,” ABA Section of Labor and Employment Law Conference (2014); Moderator, “Dodd-Frank and Sarbanes-Oxley Whistleblower Issues,” National Employment Lawyers Association/New York (2014); Author, “Whistleblower Under Pressure,” *Trial Magazine* (April 2013); Panelist, “Class Certification Strategies: Dukes in the Rear View Mirror,” Impact Fund Class Action Conference (2013); Author & Panelist, “Who is an Employer Under the FLSA?” National Employment Lawyers Association Conference (2013); Panelist, “Fraud and Consumer Protection: Plaintiff and Defense Strategies,” Current Issues in Pharmaceutical and Medical Device Litigation, ABA Section of Litigation (2012); Participant and Moderator, “Ask the EEOC: Current Insights on Enforcement and Litigation,” ABA Section of Labor and Employment Law (2011); Panelist, “Drafting Class Action Complaints,” New York State Bar Association (2011); Participant and Moderator, “Ask the EEOC: Current Insights on Enforcement and Litigation,” ABA Section of Labor and Employment Law (2011); *The New York Employee Advocate*, Co-Editor (2005-2009), Regular Contributor (2008-present); Moderator, “Hot Topics in Wage and Hour Class and Collective Actions,” American Association for Justice Tele-Seminar (2010); Author & Panelist, “Class Action Considerations: Certification, Settlement, and More,” American Conference Institute Advanced Forum (2009); Panelist, “Rights Without Remedies,” American Constitutional Society National Convention, Revitalizing Our Democracy: Progress and Possibilities (2008); Panelist, Fair Measure: Toward Effective Attorney Evaluations, American Bar Association Annual Meeting (2008); Panelist, “Getting to Know You: Use and Misuse of Selection Devices for Hiring and Promotion,” ABA Labor & Employment Section Annual Meeting (2008); Author, “Don’t I Think I Know You Already?: Excessive Subjective Decision-Making as an Improper Tool for Hiring and Promotion,” ABA Labor & Employment Section Annual Meeting (2008); Author & Panelist, “Ethical Issues in Representing Workers in Wage & Hour Actions,” Representing Workers in Individuals & Collective Actions under the FLSA (2007); Author & Panelist, “Evidence and Jury Instructions in FLSA Actions,” Georgetown Law Center/ACL-ABA (2007); Author & Panelist, “Crucial Events in the ‘Life’ of an FLSA Collective Action: Filing Considerations and the Two-step ‘Similarly-Situated’ Analysis,” National Employment Lawyers Association, Annual Convention (2006); Author & Panelist, “Time is Money, Except When It’s Not: Compensable Time and the FLSA,” National Employment Lawyers Association, Impact Litigation Conference (2005); Panelist, “Electronic Discovery,” Federal Judicial Center & Institute of Judicial Administration, Workshop on Employment Law for Federal Judges (2005); “Image-Based Discrimination and the BFOQ Defense,” *EEO Today: The Newsletter of the EEO Committee of the ABA’s Section of Labor and Employment Law*, Vol. 9, Issue 1 (2004); “Fair Labor Standards Act Overtime Exemptions: Proposed Regulatory Changes,” *New York State Bar Association Labor and Employment Newsletter* (2004); Chair & Panelist, “Current Topics in Fair Labor Standards Act Litigation,” Conference, Association of the Bar of the City of New York (2003); Moderator, “Workforce Without Borders,” ABA Section of Labor & Employment Law, EEOC Midwinter Meeting (2003). *Member*: American Bar

Association [Labor and Employment Law Section, Standing Committee on Equal Employment Opportunity (Member, Past Employee Co-Chair, 2009-2011)]; Association of the Bar of the City of New York; National Employment Lawyers' Association - New York Chapter (Board Member, 2005-2011); National Employment Lawyers' Association – National; Public Justice Foundation; Taxpayers Against Fraud Education Fund.

BRENDAN P. GLACKIN, Admitted to practice in California, 1998; New York, 2000; U.S. District Court, Northern, Central, Eastern and Southern Districts of California, 2001; U.S. Court of Appeals for the Ninth Circuit, 2004; U.S. District Court, Southern District of New York, 2001; U.S. District Court, District of Colorado, 2001; U.S. Court of Appeals for the Second Circuit, 2013; U.S. Court of Appeals for the Fourth Circuit, 2016; U.S. Court of Appeals for the Ninth Circuit. *Education*: Harvard Law School (J.D., *cum laude*, 1998); University of Chicago (A.B., Phi Beta Kappa, 1995). *Prior Employment*: Contra Costa Public Defender, 2005-2007; Boies, Schiller & Flexner, 2000-2005; Willkie Farr & Gallagher, 1999-2000; Law Clerk to Honorable William B. Shubb, U.S. District Court, Eastern District of California, 1998-1999. *Awards & Honors*: "Northern California Super Lawyer," *Super Lawyers*, 2013-2014. *Member*: State Bar of California; BASF Antitrust Section, Executive Committee. *Seminars*: Ramifications of *American Needle, Inc. v. National Football League*, 2010; Antitrust Institute 2011: Developments & Hot Topics, 2011; Antitrust Trials: The View From the Trenches, 2013; Applying Settlement Offsets to Antitrust Judgments, ABA Spring Meetings, 2013; California Trial Advocacy, PLI, 2013; Building Trial Skills, NITA, 2013.

MARK P. CHALOS, Admitted to practice in Tennessee, 1998; U.S. Court of Appeals, Sixth Circuit, 1998; U.S. District Court, Middle District of Tennessee, 2000; U.S. District Court, Western District of Tennessee, 2002; U.S. District Court, Eastern District of Tennessee, 2006; U.S. District Court, Northern District of Florida, 2006; U.S. District Court, Northern District of California, 2007; U.S. Supreme Court, 2012. *Education*: Emory University School of Law (J.D., 1998); Dean's List; Award for Highest Grade, Admiralty Law; Research Editor, *Emory International Law Review*; Phi Delta Phi Legal Fraternity; Vanderbilt University (B.A., 1995). *Honors & Awards*: AV Peer Review Rated, Martindale-Hubbell; Selected for inclusion by peers in *The Best Lawyers in America* in the field of "Mass Tort Litigation/Class Actions – Plaintiffs," 2012-2017; American Bar Foundation Fellow, 2016; "Tennessee Litigation Star," *Benchmark Litigation*, 2013-2015; "Best of the Bar," Nashville Business Journal, 2008-2010, 2015-2016; "Super Lawyer for Mid-South," *Super Lawyers*, 2011 - 2015; "Tennessee Top 100," *Super Lawyers*, 2015; "Rising Star for Mid-South," *Super Lawyers*, 2008 - 2010; "Top 40 Under 40," *The Tennessean*, 2004. *Publications & Presentations*: "Supreme Court Limits The Reach Of Alien Tort Statute In *Kiobel*," Legal Solutions Blog, April 2013; "The Rise of Bellwether Trials," Legal Solutions Blog, March 2013; "*Amgen*: The Supreme Court Refuses to Erect New Class Action Bar," Legal Solutions Blog, March 2013; "Are International Wrongdoers Above the Law?," *The Trial Lawyer Magazine*, January 2013; "*Kiobel v. Royal Dutch Petroleum*: Supreme Court to Decide Role of US Courts Abroad," *ABA Journal*, January 2013. "Legislation Protects the Guilty [in Deadly Meningitis Outbreak]," *The Tennessean*, December 2012; Litigating International Torts in United States Courts, 2012 ed., Thomson Reuters/West (2012); "Successfully Suing Foreign Manufacturers," *TRIAL Magazine*, November 2008; "Washington Regulators Versus American Juries: The United States Supreme Court Shifts the Balance in *Riegel v. Medtronic*," *Nashville Bar Journal*, 2008; "Washington Bureaucrats Taking Over

American Justice System,” *The Tennessean* (December 2007); “The End of Meaningful Punitive Damages,” *Nashville Bar Journal*, November 2001; “Is Civility Dead?” *Nashville Bar Journal*, October 2003; “The FCC: The Constitution, Censorship, and a Celebrity Breast,” *Nashville Bar Journal*, April 2005. *Member*: American Bar Foundation (Fellow, 2016); American Association for Justice (Chair, Public Education Committee, 2015); American Bar Association (Past-Chair, YLD Criminal & Juvenile Justice Committee; Tort Trial and Insurance Practice Section Professionalism Committee); First Center for the Visual Arts (Founding Member, Young Professionals Program); Harry Phillips American Inn of Court; Kappa Chapter of Kappa Sigma Fraternity Alumni Association (President); Metropolitan Nashville Arts Commission (Grant Review Panelist); Nashville Bar Association (YLD Board of Directors; Nashville Bar Association YLD Continuing Legal Education and Professional Development Director); Nashville Bar Journal (Editorial Board); Tennessee Association for Justice (Board of Directors, 2008-2011; Legislative Committee); Tennessee Bar Association (Continuing Legal Education Committee); Tennessee Trial Lawyers Association (Board of Directors); Historic Belcourt Theatre (Past Board Chair; Board of Directors); Nashville Cares (Board of Directors).

PAULINA do AMARAL, Admitted to practice in New York, 1997; California, 1998; U.S. Court of Appeals, Ninth Circuit, 1999; U.S. District Court, Southern District of New York, 2004; U.S. District Court, Western District of Michigan, 2004; U.S. District Court, Eastern District of Michigan, 2007. *Education*: University of California Hastings College of Law (J.D., 1996); Executive Editor, *Hastings Constitutional Law Quarterly*; National Moot Court Competition Team, 1995; Moot Court Executive Board; University of Rochester (B.A., 1988). *Employment*: Law Clerk to Chief Judge Richard Alan Enslen, U.S. District Court, Western District of Michigan, 1996-98. *Awards & Honors*: Legal 500 recommended lawyer, *LegalEase*, 2013. *Member*: Association of the Bar of the City of New York, (2007-2010, Committee on the Judiciary); American Bar Association; State Bar of New York; State Bar of California; Bar Association of San Francisco; American Trial Lawyers Association; New York State Trial Lawyers Association.

KENNETH S. BYRD, Admitted to practice in Tennessee, 2004; U.S. District Court of Appeals, 6th Circuit, 2009; U.S. District Court, Western District of Tennessee, 2007; U.S. District Court, Eastern District of Tennessee, 2006; U.S. District Court, Middle District of Tennessee, 2005. *Education*: Boston College Law School (J.D., *cum laude*, 2004), Law Student Association (President, 2003-2004), National Moot Court Team (Regional Champion, 2003-2004), American Constitution Society (Secretary, 2002-2003), Judicial Process Clinic (2003), Criminal Justice Clinic (2003-2004); Samford University (B.S., *cum laude*, in Mathematics with Honors, minor in Journalism, 1995). *Prior Employment*: Harwell Howard Hyne Gabbert & Manner, P.C., 2004-2010; Summer Associate, Harwell Howard Hyne Gabbert & Manner, P.C., 2003; Summer Associate, Edward, Angell, Palmer, Dodger, LLP, 2003. *Awards*: “Paladin Award,” Tennessee Association for Justice, 2015; “Rising Star for Mid-South,” Super Lawyers, 2014. *Member*: American Bar Association; American Constitution Society, Nashville Chapter (Member & Chair of 2008 Supreme Court Preview Event); Camp Ridgecrest Alumni & Friends (Board Member); Harry Phillips American Inn of Court, Nashville Chapter (Associate Member, 2008-2010; Barrister, 2010-2014); Historic Edgefield, Inc. (President, 2009-2011); Nashville Bar Association; Tennessee Bar Association.

LIN Y. CHAN, Admitted to practice in California, 2008; U.S. District Court, Northern District of California, 2008; U.S. District Court, Central District of California, 2010; U.S. Court of Appeals for the Fifth Circuit, 2011; U.S. Court of Appeals for the Ninth Circuit, 2011; U.S. Court of Appeals for the Tenth Circuit, 2010. Education: Wellesley College (B.A. *summa cum laude* 2001); Stanford Law School (J.D. 2007); Editor-in-Chief, *Stanford Journal of Civil Rights and Civil Liberties*; Fundraising Chair, Shaking the Foundations Progressive Lawyering Conference. *Prior Employment*: Associate, Goldstein, Borgen, Dardarian & Ho (formerly Goldstein, Demchak Baller Borgen & Dardarian), 2008-2013; Law Clerk to Judge Damon J. Keith, Sixth Circuit Court of Appeals, 2007-2008; Clinic Student, Stanford Immigrants' Rights Clinic, 2006-2007; Union Organizer, SEIU and SEIU Local 250, 2002-2004; Wellesley-Yenching Teaching Fellow, Chinese University of Hong Kong, 2001-2002. *Presentations & Publications*: Author, "Do Federal Associated General Contractors Standing Requirements Apply to State Illinois Brick Repealer Statutes?," *Business Torts & Rico News*, Winter 2015; Panelist, "Federal and State Whistleblower Laws: What You Need to Know," Asian American Bar Association (November 2014); Author, "California Supreme Court Clarifies State Class Certification Standards in Brinker," *American Bar Association Labor & Employment Law Newsletter* (April 2013); Presenter, "Rule 23 Basics in Employment Cases," Impact Fund's 11th Annual Employment Discrimination Class Action Conference (February 2013); Chapter Author, The Class Action Fairness Act: Law and Strategies; Co-Author, "Clash of the Titans: Iqbal and Wage and Hour Class/Collective Actions," BNA, *Daily Labor Report*, 80 DLR L-1 (April 2010); Chapter Co-Chair, Lindemann & Grossman, *Employment Discrimination Law Treatise*, Fifth Edition; Chapter Monitor, Lindemann & Grossman, *Employment Discrimination Law Treatise* 2010 Cumulative Supplement. *Member*: Asian Americans Advancing Justice - Asian Law Caucus, Board Member, 2013 – Present, Annual Dinner Committee Co-Chair, 2015; Asian American Bar Association, Civil Rights Committee Co-Chair, 2011 - Present; American Bar Association, Fair and Impartial Courts Committee Vice-Chair, 2014 – Present; Bar Association of San Francisco; Public Justice; State Bar of California.

DANIEL P. CHIPLOCK, Admitted to practice in New York, 2001; U.S. District Court, Southern District of New York, 2001; U.S. District Court, Eastern District of New York, 2001; U.S. District Court, District of Colorado, 2006; U.S. Court of Appeals for the Second Circuit, 2009; U.S. Court of Appeals for the Third Circuit, 2016; U.S. Court of Appeals for the Sixth Circuit, 2011; U.S. Supreme Court, 2011. *Education*: Stanford Law School (J.D., 2000); Article Review Board, *Stanford Environmental Law Journal*; Recipient, Keck Award for Public Service; Columbia University (B.A., *summa cum laude*, 1994); Phi Beta Kappa. *Member*: State Bar of New York; American Association for Justice; Fight for Justice Campaign; Public Justice; National Association of Shareholder and Consumer Attorneys (Executive Committee/Secretary); American Constitution Society for Law and Policy (Advocate's Circle). *Classes/Seminars*: "Fraud on the Market," Federal Bar Council, Feb. 25, 2014 (CLE panel participant).

DOUGLAS CUTHBERTSON, Admitted to practice in New York, 2008; U.S. Court of Appeals 2nd Circuit, 2016; U.S. Court of Appeals 7th Circuit, 2015; U.S. District Court, Eastern District of New York, 2008; U.S. District Court, Southern District of New York, 2008; U.S. District Court, District of Colorado, 2013; U.S. District Court, Eastern District of Wisconsin, 2013; U.S. District Court, Western District of Wisconsin, 2014; U.S. District Court, Northern District of Illinois, 2014. *Education*: Fordham University School of Law (J.D. *cum laude* 2007);

President, Fordham Law School Chapter of Just Democracy; Senior Articles Editor, Fordham Urban Law Journal; Fordham University School of Law Legal Writing Award, 2004-2005; Legal Writing Teaching Assistant, 2005-2006; Dean's List, 2004-2007; Alpha Sigma Nu Jesuit Honor Society. Bowdoin College (B.A. *summa cum laude*, 1999), Sarah and James Bowdoin Scholar for Academic Excellence (1995-1999). *Prior Employment*: Associate, Debevoise & Plimpton, LLP, 2009-2012; Law Clerk to Honorable Magistrate Judge Andrew J. Peck, U.S. District Court, Southern District of New York, 2007-2009. *Awards & Honors*: "Rising Star for New York Metro," Super Lawyers, 2013-2014. *Member*: Federal Bar Council; New York Civil Liberties Union, Board of Directors; New York State Bar Association.

NIMISH R. DESAI, Admitted to practice in California, 2006; US District Court, Northern District of California, 2007; US District Court, Central District of California, 2008; US District Court, Northern District of Florida, 2009; U.S. Court of Appeals, Ninth Circuit, 2009. *Education*: Boalt Hall School of Law, University of California, Berkeley (J.D., 2006), Finalist and Best Brief, McBaine Moot Court Competition (2006), Moot Court Best Brief Award (2004); University of Texas, Austin, (B.S. & B.A., High Honors, 2002). *Prior Employment*: Extern, Sierra Club Environmental Law Program, 2004; Researcher, Public Citizen, 2003; Center for Energy and Environmental Resources, 2001-2002. *Awards & Honors*: Selected for inclusion by peers in *The Best Lawyers in America* in field of "Qui Tam Law," 2016-2017; "Consumer Attorney of the Year Finalist," Consumer Attorneys of California, 2014; "Northern California Super Lawyer," *Super Lawyers*, 2013-2014; "Rising Star for Northern California," *Super Lawyers*, 2012. *Publications & Presentations*: "BP, Exxon Valdez, and Class-Wide Punitive Damages," 21 Class Action and Derivative Suit Committee Newsletter (Fall 2010); "American Chemistry Council v. Johnson: Community Right to Know, But About What? D.C. Circuit Takes Restrictive View of EPCRA," 33 *Ecology L.Q.* 583 (Winter 2006); "Lessons Learned and Unlearned: A Case Study of Medical Malpractice Award Caps in Texas," *The Subcontinental*, (Winter 2004, Vol. 1, Issue 4, pp. 81-87); "Separation of Fine Particulate Matter Emitted from Gasoline and Diesel Vehicles Using Chemical Mass Balancing Techniques," *Environmental Science Technology*, (2003; 37(17) pp. 3904-3909); "Analysis of Motor Vehicle Emissions in a Houston Tunnel during Texas Air Quality Study 2000," *Atmospheric Environment*, 38, 3363-3372 (2004). *Member*: State Bar of California; Bar Association of San Francisco; Consumer Attorneys of California; American Bar Association; American Constitution Society; East Bay Community Law Center (Board Member, 2010-present); South Asian Bar Association (Board Member, 2010-present). *Languages*: Gujarati (conversational).

NICHOLAS DIAMAND, Admitted to practice in England & Wales, 1999; New York, 2003; U.S. District Court for the District of Colorado, 2007; U.S. District Court, Southern, Eastern, and Western Districts of New York; US. Court of Appeals, Seventh Circuit, Ninth Circuit; U.S. Supreme Court, 2013; U.S. Court of Appeals, Second Circuit, 2016. *Education*: Columbia University School of Law (LL.M., Stone Scholar, 2002); College of Law, London, England (C.P.E.; L.P.C.; Commendation, 1997); Columbia University (B.A., *magna cum laude*, 1992). *Awards & Honors*: "Super Lawyer for New York Metro," *Super Lawyers*, 2013-2014; "Rising Star for New York Metro," *Super Lawyers*, 2012. *Prior Employment*: Solicitor, Herbert Smith, London (1999-2001); Law Clerk to the Honorable Edward R. Korman, Chief Judge, U.S. District Court, Eastern District of New York (2002-03). *Publications & Presentations*: "Spokeo Still Standing: No Sign of a Circuit Split" (with Andrew Kaufman), *Law360*, 2016; "Spotlight on

Spokeo: A Win for Consumers” (with Andrew Kaufman), *Law360*, 2016; “U.S. Securities Litigation & Enforcement Action,” *Corporate Disputes* magazine, April-June 2015; Speaker, Strafford CLE webinar “Ethical Risks in Class Litigation,” 2015; Speaker, International Corporate Governance Network Conference, 2014; “Fraud on the Market in a Post-*Amgen* World” (with M. Miami), *Trial Magazine*, November 2013; Contributing Author, *California Class Actions Practice and Procedure* (Elizabeth J. Cabraser, Editor-in-Chief), 2006; Panelist, “Obstacles to Access to Justice in Pharmaceutical Cases,” *Pharmaceutical Regulation and Product Liability*, British Institute of International and Comparative Law, April 21, 2006; Panelist, “Pre-Trial Discovery in the United States,” Union Internationale des Avocats, Winter Seminar, February 2006. *Member*: American Association for Justice (Chair, Consumer Privacy/Data Breach Litigation Group, 2016); New York City Bar Association; New York State Bar Association; Public Justice Foundation; International Corporate Governance Network; Peer Articles Reviewer; *Trial* magazine.

DEAN M. HARVEY, Admitted to practice in California, 2007; U.S. District Court, Northern District of California, 2007; U.S. District Court, Central District of California, 2007; U.S. District Court, Eastern District of California, 2008; U.S. District Court, Southern District of California, 2008; U.S. Court of Appeals for the Fourth Circuit, 2016; U.S. Court of Appeals for the Ninth Circuit, 2008; U.S. District Court, Eastern District of Wisconsin, 2013. *Education*: Boalt Hall School of Law, University of California, Berkeley (J.D. 2006); Articles Editor, *California Law Review* (2005-2006); Assistant Editor, *Berkeley Journal of International Law* (2004); University of Minnesota, Twin Cities (B.A. *summa cum laude*, 2002). *Prior Employment*: Partner, Lief Cabraser Heimann & Bernstein, LLP (2013-Present); Associate, Lief Cabraser Heimann & Bernstein, LLP (2009-2013); Associate, Boies, Schiller & Flexner LLP (2007-2008); Law Clerk, The Honorable James V. Selna, U.S. District Court for the Central District of California (2006-2007); Law Clerk, U.S. Department of Justice, Antitrust Division, San Francisco Field Office (2006); Summer Law Intern, U.S. Department of Justice (2005); Summer Associate, Boies, Schiller & Flexner LLP (2005). *Awards & Honors*: “Super Lawyer for Northern California,” *Super Lawyers*, 2013-2015; “Lawyers on the Fast Track,” *The Recorder*, 2013; “Rising Star for Northern California,” *Super Lawyers*, 2010-2012; “William E. Swope Antitrust Writing Prize,” 2006. *Publications*: Co-Author, “Play Ball: Potential Private Rights of Action Emerging From the FIFA Corruption Scandal,” 11 *Business Torts & RICO News* 1 (Summer 2015); Contributing Author, *The Class Action Fairness Act: Law and Strategy*, American Bar Association, 2013; Contributing Author, *Concurrent Antitrust Criminal and Civil Proceedings: Identifying Problems and Planning for Success*, American Bar Association (2013); Co-Editor, *California Class Actions Practice and Procedures* (2010-2013); Articles Editor, *Competition* (the Journal of the Antitrust and Unfair Competition Law Section of the State Bar of California) (2012); Contributing Author, *ABA Annual Review of Antitrust Law Developments* (2011); *New Guidance for Standard Setting Organizations: Broadcom Corp. v. Qualcomm Inc. and In the Matter of Rambus, Inc.*, 5 *ABA Sherman Act Section 1 Newsl.* 35 (2008); *Anticompetitive Social Norms as Antitrust Violations*, 94 *Calif. L. Rev.* 769 (2006). *Member*: American Bar Association (Antitrust Section); Bar Association of San Francisco; San Francisco Trial Lawyers Association.

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WILSON DUNLAVEY, Admitted to practice in California, 2015; U.S. District Court Central District of California, 2016. *Education*: University of California, Berkeley, School of Law (J.D. 2015); Berkeley Technology Law Journal, Associate Editor; Boalt Hall Queer Caucus, Co-Chair; Board of Advocates Moot Court Team. Humboldt University in Berlin (Ph.D., *cum laude*, Modern History, 2015; Dual M.A., *Magister Artium*, History and Philosophy, 2015); Friedrich-Naumann Foundation; Master's and Ph.D. Fellow; Queer Initiative, Director; Student Government, Executive Counsel. St. John's College (B.A., History of Math and Science, Philosophy, 2003); Faculty Toast Prize; Delegate Council. *Prior Employment*: Summer Associate, McDermott Will & Emery (2014); Law Clerk, Transgender Law Center (2014); Legal Research and Writing Teaching Assistant, First Year Skills Program, UC Berkeley School of Law (2013-2014); Judicial Extern to the Honorable William A. Alsup, U.S. District Court for the

Northern District of California (2013); Legal Counselor, Berkeley Workers' Rights Clinic (2012-2013). *Member*: State Bar of California.

MELISSA GARDNER, Admitted to practice in California, 2013; New York, 2013; U.S. District Court, Northern District of California, 2013. *Education*: Harvard Law School (J.D. 2011); Student Attorney, Harvard Prison Legal Assistance Project and South Brooklyn Legal Services; Semi-Finalist, Harvard Ames Moot Court Competition; *Harvard International Law Journal*. Western Washington University (B.A. *magna cum laude*, 2005). *Prior Employment*: Associate, Emery Celli Brinckerhoff & Abady (2012); Law Clerk, South Brooklyn Legal Services (2011-2012); Peace Corps Volunteer, China (2005-2008). *Publications*: Co-Author, "Play Ball: Potential Private Rights of Action Emerging From the FIFA Corruption Scandal," 11 *Business Torts & RICO News* 1 (Summer 2015). *Member*: American Association for Justice; American Bar Association; Bar Association of San Francisco; Consumer Attorneys of California; New York State Bar Association; State Bar of California.

LAURA B. HEIMAN, Admitted to practice in New York, 2012; District of Columbia 2012. *Education*: Stanford Law School (J.D. 2011); Member Editor, *Stanford Journal of Civil Rights and Civil Liberties*; Vice President for Academic Affairs, Women of Stanford Law; Certified Law Student, Stanford Community Law Clinic. Yale University (B.A. *cum laude*, 2007). *Prior Employment*: Law Clerk to the Honorable Jane B. Stranch, U.S. Court of Appeals for the Sixth Circuit (2015-2016); Law Clerk to the Honorable Ketanji Brown Jackson, U.S. District Court for the District of Columbia (2014-2015); Morrison & Foerster, LLP (2011-2014).

MICHELLE LAMY, Admitted to practice in California, 2015; U.S. District Court, Western District of Wisconsin, 2016. *Education*: Stanford Law School (J.D. 2015); Gerald Gunther Prize for Outstanding Performance in Research and Legal Writing; Gerald Gunther Prize for Outstanding Performance in Statutory Interpretation; Executive Board, *Stanford Journal of Civil Rights & Civil Liberties*. College of Arts & Sciences, Boston College (B.A. *summa cum laude*, 2009); Phi Beta Kappa; Dean's List First Honors, Dean's Scholar - Economics; Rev. Robert Cheney Economics Scholar. *Prior Employment*: Law Clerk to the Honorable Thelton E. Henderson, U.S. District Court for the Northern District of California. *Member*: American Bar Association; State Bar of California.

MICHAEL LEVIN-GESUNDHEIT, Admitted to practice in California, 2013; U.S. District Court, Northern District of California, 2015. *Education*: Stanford Law School (J.D. 2013), Managing Editor, *Stanford Law & Policy Review*; Gerald Gunther Prize for Outstanding Performance in Intellectual Property. Harvard University (A.B. *magna cum laude*, 2008). *Prior Employment*: Law Clerk to the Honorable Jacqueline Nguyen, Ninth Circuit Court of Appeals (2014-2015); Law Clerk to the Honorable Garland Burrell, Jr., U.S. District Court, Sacramento, California (2013-2014).

ANDREW KAUFMAN, Admitted to practice in New York, 2013; Tennessee, 2015; U.S. District Court, Middle District of Tennessee, 2015. *Education*: Harvard Law School (J.D. *cum laude*, 2012); Executive Editor, *Harvard Law and Policy Review*; Dean's Scholar Prizes in Federal Courts, Civil Procedure, and Legislation & Regulation. Carleton College (B.A. *magna cum laude*, Political Science, 2007). *Publications*: "Spokeo Still Standing: No Sign of a Circuit Split" (with Nicholas Diamand), *Law360*, 2016; "Spotlight on Spokeo: A Win for Consumers"

(with Nicholas Diamand), *Law360*, 2016; “Lochner for the Executive Branch: The Torture Memo as Anticanon,” 7 *Harv. L. & Pol’y Rev.* 199 (2013); “American Foreign Policy Opinion in 2004: Exploring Underlying Beliefs,” 27 *Am. Rev. of Pol.* 295 (2007). *Prior Employment*: Law clerk to the Honorable Martha Craig Daughtrey, U.S. Court of Appeals, Sixth Circuit (2014-15); Law Clerk to the Honorable Stephen Glickman, D.C. Court of Appeals (2013-14); Fellow, Public Citizen Litigation Group (2012-13).

KELLY MCNABB, Admitted to practice in Minnesota, 2012; New York, 2015; U.S. District Court, District of Minnesota, 2012. *Education*: University of Minnesota Law School (J.D. *cum laude* 2012); Managing/Research Editor, *Minnesota Law Review*, 2010-2012; University of Minnesota Twin Cities College of Liberal Arts (B.A. 2008). *Publications*: What “Being a Watchdog” Really Means: Removing the Attorney General from the Supervision of Charitable Trusts, *Minnesota Law Review*, 2012. *Prior Employment*: Pritzker Olsen, P.A., Attorney, 2012-2014. *Member*: American Association for Justice, Minnesota Association for Justice, Minnesota Women Lawyers.

PHONG-CHAU G. NGUYEN, Admitted to practice in California, 2012; U.S. District Court, Northern District of California, 2013; U.S. District Court, Central District of California, 2013; U.S. Court of Appeals for the Ninth Circuit, 2013. *Education*: University of San Francisco School of Law (J.D. 2012); Development Director, USF Moot Court Board; Merit Scholar; Zief Scholarship Recipient; University of California, Berkeley (B.A., Highest Honors; Distinction in General Scholarship, 2008). *Prior Employment*: Attorney, Minami Tamaki, 2013; Post-Bar Law Clerk, Velton Zegelman PC, 2012; Law Clerk, Minami Tamaki, 2011-2012; Housing and Economic Rights Advocates, 2011; Greenlining Institute, 2008-2009, 2012. *Member*: State Bar of California; Asian American Bar Association for the Greater Bay Area; San Francisco Trial Lawyers Association.

JOHN T. SPRAGENS, Admitted to Practice in Tennessee, 2012; U.S. District Court, Middle District of Tennessee, 2014, U.S. District Court, Northern District of Ohio, 2015, U.S. District Court, Northern District of Illinois, 2015, U.S. District Court, Eastern District of Texas, 2016. *Education*: Vanderbilt University Law School, Nashville, Tennessee (J.D. 2012); Executive Editor, Environmental Law and Policy Annual Review. Kenyon College (B.A., *magna cum laude*, International Studies, 2004); Phi Beta Kappa. *Prior Employment*: Associate, Bass, Berry & Sims, 2013-14; Law Clerk, United States District Judge Kevin H. Sharp, 2012-13; Legal Intern, Metropolitan Nashville Public Defender’s Office, 2011; Summer Associate, Lieff Cabraser Heimann & Bernstein, 2011; Legal Clerk, New Orleans Workers’ Center for Racial Justice, 2010; Strategic Advisor, Center for Charter School Excellence, 2010; Communications Director and Legislative Assistant to U.S. Congressman Jim Cooper, 2006-09; Staff Writer, *Nashville Scene*, 2004-06. *Member*: Tennessee Bar Association; Tennessee Association for Justice.

ADAM H. WEINTRAUB, Admitted to practice in Louisiana, 2011; U.S. District Court, Eastern District of Louisiana, 2011; U.S. District Court, Middle District of Louisiana, 2011; U.S. District Court, Western District of Louisiana, 2011; U.S. Court of Appeals, 5th Circuit, 2011; New Jersey, 2010; U.S. District Court, District of New Jersey, 2010; Pennsylvania, 2010; U.S. District Court, Eastern District of Pennsylvania, 2010. *Education*: Villanova University School of Law, (JD, 2010); *Villanova Law Review*: Managing Editor of Student Works. Georgia Institute of

Technology (B.S., Industrial & Systems Engineering , 2005); Hope Scholarship; Certificate in Philosophy of Science & Technology. *Prior Employment*: Manager, Deloitte Touche Tohmatsu Limited (2015-2016); Associate, Herman, Herman & Katz, L.L.C. (2010-2015). *Publications*: “Landlords Needed, Tolerance Preferred”: A Clash of Fairness and Freedom in *Fair Housing Council v. Roommates.com*, 54 Vill. L. Rev. 337 (2009). *Member*: The American Bar Association; The Federal Bar Association; Association of the Bar of the City of New York; The American Association for Justice.

BILL WILLIAMS, JR., Admitted to practice in New York, 2015; District of Columbia, 2016. *Education*: Columbia Law School (J.D. 2014); *Columbia Law Review*; Harlan Fiske Stone Scholar. University of Notre Dame (B.A., Political Science, 2008); Dean's List; Presidential Scholar; NAACP Image Awards, Freshman of the Year, Athlete of the Year, Senior of the Year; Student Leadership Award. *Prior Employment*: Law Clerk to the Honorable Myron H. Thompson, U.S. District Court for the Middle District of Alabama (2015-2016); Associate, Paul, Weiss, Rifkind, Wharton & Garrison, LLP (2014-2015). *Member*: State Bar of New York.

TISEME ZEGEYE, Admitted to practice in New York, 2013; U.S. Court of Appeals for the 2nd Circuit, 2014; U.S. Court of Appeals for the Ninth Circuit, 2014; U.S. Supreme Court, 2016. *Education*: New York University School of Law (J.D. 2011), BLAPA Kim Barry '98 Memorial Graduation Prize for Academic Excellence and Commitment to International and Human Rights Work; Dean's Scholarship. The College of William and Mary (B.A. *cum laude*, 2008). *Prior Employment*: Staff Attorney, Center for Reproductive Rights, New York; Legal Fellow, American Civil Liberties Union Women's Rights Project.

Notice on the Firm's AV Rating: AV is a registered certification mark of Reed Elsevier Properties, Inc., used in accordance with the Martindale-Hubbell certification procedures, standards and policies. Martindale-Hubbell is the facilitator of a peer review process that rates lawyers. Ratings reflect the confidential opinions of members of the Bar and the Judiciary. Martindale-Hubbell Ratings fall into two categories—legal ability and general ethical standards.

EXHIBIT B

LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
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Report created on 10/31/2016 05:00:58 PM

From	inception
To	10/31/16

Matter Number: 3719-0001 BP SOLAR - General Matter**PARTNER**

NAME	HOURS	RATE	TOTAL
RICHARD HEIMANN	0.40	1,000.00	400.00
ROBERT NELSON	335.10	875.00	293,212.50
JONATHAN SELBIN	4.00	825.00	3,300.00
MICHAEL SOBOL	1.50	875.00	1,312.50
NIMISH DESAI	1,556.50	650.00	1,011,725.00
ROGER HELLER	3.50	625.00	2,187.50
KRISTEN LAW SAGAFI	1.10	625.00	687.50
	1,902.10		1,312,825.00

ASSOCIATE

NAME	HOURS	RATE	TOTAL
SETH CRONIN-WILTON	953.00	415.00	395,495.00
PHI ANH NGUYEN	865.00	415.00	358,975.00
JOHN SPRAGENS	959.10	435.00	417,208.50
	2,777.10		1,171,678.50

LAW CLERK

NAME	HOURS	RATE	TOTAL
CHRISTOPHER MCLAMB	68.60	360.00	24,696.00
	68.60		24,696.00

PARALEGAL/CLERK

NAME	HOURS	RATE	TOTAL
RICHARD ANTHONY	2.00	345.00	690.00
NIKKI BELUSHKO BARROWS	6.40	345.00	2,208.00
TODD CARNAM	39.50	345.00	13,627.50
CHRISTIAN CHAN	593.10	335.00	198,688.50
REBECCA DODD	133.90	345.00	46,195.50
NINA GLIOZZO	4.40	335.00	1,474.00
RICHARD TEXIER	2.90	345.00	1,000.50
	782.20		263,884.00

LITIGATION SUPPORT / RESEARCH

NAME	HOURS	RATE	TOTAL
WILLOW ASHLYNN	242.40	360.00	87,264.00
MARGIE CALANGIAN	169.70	360.00	61,092.00

KIRTI DUGAR	10.50	450.00	4,725.00
ANTHONY GRANT	90.50	360.00	32,580.00
RENEE MUKHERJI	5.80	310.00	1,798.00
ANIL NAMBIAR	32.00	360.00	11,520.00
ERWIN OCAMPO	98.00	360.00	35,280.00
	648.90		234,259.00
MATTER TOTALS	6,178.90		3,007,342.50

EXHIBIT C

LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
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Report created on 10/31/2016 04:59:47 PM

From = inception To 10/31/16

BP SOLAR - General Matter

Matter Number: 3719-0001

Soft Costs Incurred

	<u>Amount</u>
Fax	\$62.00
In-House Copies	\$1,237.60
Postage	\$48.17
Print	\$9,640.80
Telephone	\$2,842.80
Total Soft Costs:	\$13,831.37

Hard Costs Incurred

	<u>Amount</u>
Computer Research	\$3,325.47
Deposition/Transcripts	\$66,889.66
Electronic Database	\$9,601.82
Experts/Consultants	\$316,316.28
Federal Express/Messenger	\$2,882.75
Mediation Expenses	\$25,500.00
Other Charges	\$809.04
Outside Copy Service	\$45.67
Process Service	\$3,034.50
Storage Charges	\$750.00
Supplies	\$9.51
Travel	\$23,956.35
Total Hard Costs:	\$453,121.05

Total Matter Costs:	\$466,952.42
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12 *Attorneys for Plaintiffs and the Proposed Class*

13 **UNITED STATES DISTRICT COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA**
15 **SAN FRANCISCO DIVISION**

16 MICHAEL ALLAGAS, ARTHUR RAY and
17 BRETT MOHRMAN, on behalf of
themselves and all others similarly situated,

18 Plaintiffs,

19 vs.

20 BP SOLAR INTERNATIONAL, INC.,
21 HOME DEPOT U.S.A., INC. and
DOES 1-10, inclusive,

22 Defendants.

Case No. 3:14-cv-00560-SI

**DECLARATION OF DAVID M. BIRKA-
WHITE IN SUPPORT OF PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
MOTION FOR ATTORNEY FEES AND
COSTS**

The Honorable Susan Y. Illston

Date: December 22, 2016
Time: 3:00 p.m.
Crtn: 10

Action Filed: January 9, 2014
Trial Date: TBD

1 I, DAVID M. BIRKA-WHITE, declare as follows:

2 1. I am an attorney at law duly licensed to practice before this Court and all courts of
3 the State of California. I am counsel of record for Plaintiffs Michael Allagas, Arthur Ray, and
4 Brett Mohrman (“Plaintiffs”). I have personal knowledge as to the facts stated herein and, if
5 called upon to do so, could and would competently testify thereto.

6 2. I submit this declaration in support of Plaintiffs’ motion for final approval of the
7 class action settlement (“Settlement”)and motion for attorney fees and costs. Class Counsel
8 request \$11 million in fees, reimbursement of costs and incentive awards. The parties negotiated
9 the issue of attorneys’ fees to Plaintiffs’ counsel only after all substantive terms of the settlement
10 were agreed upon.

11 3. I have been practicing law for nearly 38 years. For nearly 30 years, my practice
12 has been almost exclusively devoted to product failure and consumer fraud class actions. During
13 that time, I have served as lead or co-lead court-appointed class counsel in dozens of class action
14 and related complex cases. My further qualifications are set forth in my resume attached hereto
15 as **Exhibit A**.

16 4. All of the defective products cases described in paragraph 3 above have resulted in
17 court-approved class action settlements, including two lengthy class action jury trials, with a
18 combined total recovery for class members exceeding \$450 million.

19 5. My office, Birka-White Law Offices (“BWLO”), has served as lead or co-lead
20 counsel throughout the pendency of this litigation. We were appointed Class Counsel on
21 September 2, 2016, as part of the Court’s Order Preliminarily Certifying the Settlement Class and
22 the granting of Plaintiffs’ Motion for Preliminary Approval of the Class Action Settlement. I
23 have had a primary role in the management and performance of all work associated with the
24 prosecution of this case including, but not limited to, client retention, pleadings, discovery,
25 experts, depositions, class certification briefing, mediation and settlement. Steven Oroza, of
26 counsel, and Mindy Wong, an associate attorney from my office, also provided invaluable
27 assistance throughout this case.

28

1 6. My office handles a small volume of complex/class action cases at any given time.
2 During the last three years, a significant portion of my time was devoted to this case. I believe
3 that the successful outcome of this case is, in part, directly related to our ability to focus intensely
4 on the complex legal issues and formidable defenses asserted by Defendants.

5 7. In March 2015, at my request, Lieff Cabraser Heimann & Bernstein LLP
6 (“LCHB”) joined us as co-lead counsel. I have worked with LCHB, and specifically Robert
7 Nelson, in many product liability and consumer fraud cases for more than 25 years.

8 8. For nearly a year prior to filing the initial complaint, and continuing throughout
9 the litigation, we thoroughly investigated the problems with the BP solar panels, including
10 inspections, infrared analysis of BP Solar panels, laboratory testing by independent laboratories,
11 as well as investigations of the representations and warranties made with respect to the solar
12 panels. Plaintiffs’ counsel also retained numerous nationally recognized solar and roofing experts
13 to investigate the facts and assess the viability and strength of the claims.

14 9. The settlement negotiations were informed by this investigation, as well as by the
15 voluminous discovery that Defendants provided and deposition testimony taken before the
16 negotiations commenced. Also, this Court’s order granting in part and denying in part the motion
17 to dismiss the initial Complaint helped the parties assess the strengths and weaknesses of the
18 claims and defenses. A further motion to dismiss the First Amended Complaint was denied.

19 10. The present settlement - amounting to a total recovery of more than \$67 million in
20 cash, product and services - represents an outstanding outcome under very challenging
21 circumstances.

22 11. The process was at all times fully adversarial with each side vigorously advocating
23 their positions. Several times settlement talks nearly broke down.

24 **Fact Discovery**

25 12. The parties engaged in extensive, contentious discovery until the proposed
26 Settlement was reached. This involved months of meet and confer efforts and a motion to compel
27 responses from Defendants before documents were produced. Three additional motions to compel
28 followed. Dozens of lengthy telephone conferences were held with Defendants concerning

1 intensely contested discovery matters. Motion practice was often avoided only through last-
2 minute negotiation. Eventually, motion practice followed. The Court issued various rulings.

3 13. In total, Defendants made 45 separate rolling document productions, totaling over
4 580,000 pages, plus 11,718 documents produced in native format, including complex,
5 multitabled spreadsheets and other multipage documents. Class Counsel reviewed a substantial
6 portion of these documents, and in the process located and effectively used key documents to
7 further Plaintiffs' case in depositions and class certification briefing.

8 14. Plaintiffs served four separate sets of interrogatories on BP and one set of
9 interrogatories on Home Depot. The interrogatories covered a variety of critical topics, including
10 sales of Class Panels in California and the United States, junction box design and design changes,
11 and BP's and Home Depot's handling of customer complaints and warranty claims.

12 15. Plaintiffs took numerous depositions of BP and Home Depot employees, including
13 corporate representatives from each Defendant, BP engineers responsible for the design of the
14 panels and investigation into the alleged defect, and BP employees responsible for warranty
15 claims. These depositions were taken in Anaheim, Atlanta, Chicago, San Francisco, Denver,
16 Houston, Los Angeles and Washington, D.C.

17 16. Plaintiffs responded to comprehensive defense interrogatories—the vast majority
18 of which were contention interrogatories calling for in-depth document review and meticulous,
19 exhaustive responses—and 77 requests for production of documents. Plaintiffs also produced
20 thousands of pages of documents. Plaintiffs also propounded deposition subpoenas on third party
21 installers and testing laboratories.

22 17. Defendants served Plaintiffs with numerous contention interrogatories. Weeks of
23 telephonic meet and confer conferences were held concerning contested discovery matters, often
24 avoiding motion practice only through last-minute compromise.

25 **Expert Discovery**

26 18. Plaintiffs disclosed eight experts and one rebuttal expert. These experts were
27 preeminent in solar panel design and manufacture, solar electronics, solder design and fatigue,
28 solar panel failure investigation and analysis, fire safety, metallurgy, damages, and statistics.

1 19. Plaintiffs’ experts prepared 12 reports based on their respective analyses of
 2 thousands of pages of photographs, infrared images, x-rays and other advanced imaging, warranty
 3 database records, internal BP documents (including design schematics and internal analyses),
 4 sample modules, fire safety materials, relevant academic literature, an on-site inspection of 1,200
 5 installed Class Panels, and inspection of over 1,000 removed Class Panels at a remote storage site
 6 in Arlington, Oregon.

7 20. Defendants served three substantial expert reports and three rebuttal reports
 8 covering many of the same topics, including solar panel design and manufacture, solder joint
 9 design and fatigue, fire safety, damages, and statistical analysis of BP’s warranty claims data.

10 21. All 13 experts were deposed by the parties in San Francisco and Los Angeles. I
 11 personally took or defended 8 of the expert depositions.

12 22. Defendants moved to strike many of Plaintiffs’ experts under Daubert. At the time
 13 the settlement was reached, Plaintiffs had filed their opposition to the Daubert brief.

14 **Settlement Negotiations**

15 23. The proposed settlement is the product of hard fought, contested, and arms-length
 16 settlement negotiations. The parties participated in three all-day mediations before arriving at an
 17 agreement in principle to settle the claims. These mediation sessions were conducted by
 18 nationally-recognized mediator Randall Wulff on February 1-2, 2016 and March 1, 2016.
 19 Lengthy mediation briefs were exchanged.

20 24. The two-day February mediation ended without resolution, but the parties agreed
 21 to schedule a third day of mediation. The parties continued to negotiate settlement terms and
 22 exchange information relevant to those negotiations while responding to Plaintiffs’ motion for
 23 class certification and Defendant’s motion to strike Plaintiffs’ expert testimony.

24 25. The third day of mediation was held on March 1, 2016 and lasted well into the
 25 night before the parties reached an agreement in principle and executed a memorandum of
 26 understanding.

27 26. The parties negotiated the issue of attorneys’ fees and costs to Plaintiffs’ counsel
 28 only after all substantive terms of the settlement were agreed upon.

1 27. The parties also agreed that, subject to the Court’s final approval, Plaintiffs and
2 proposed class representatives Allagas, Mohrman and Ray will receive a \$7,500 service award,
3 and Dickson will receive a \$ 3,500 service award, for their active participation in the litigation
4 and settlement process.

5 28. Following the March 1, 2016 mediation, painstaking negotiations regarding a
6 definitive written agreement followed. This process involved numerous telephone conferences
7 and extensive back-and-forth with defense counsel over the settlement agreement, claims protocol
8 process, claims administrator, special master and notice provider. Over five months passed
9 before a final agreement was reached.

10 29. The parties executed a finalized Settlement agreement on August 12, 2016. After
11 submitting the initial settlement agreement to the Court, the parties discovered at the preliminary
12 approval hearing that there was a misunderstanding regarding the extent of the release for
13 personal injury claims. A revised Settlement agreement was executed by the parties between
14 August 31, 2016 and September 1, 2016.

15 30. During the course of the settlement negotiations, Plaintiffs’ counsel worked at
16 length with notice provider Jeanne Finegan of HF Medial LLC to develop a customized plan for
17 distribution of settlement notice if and when preliminary approval is granted. Plaintiffs’ counsel
18 also worked with a claims administrator, Jennifer Keough of JND Legal Administration, who has
19 experience in administering class action settlements involving defective products and consumer
20 fraud. These discussions and the experts’ recommendations, together with Plaintiffs’ counsel’s
21 class action experience, informed the Notice Plan that accompanies this settlement.

22 31. Given the substantial value of the settlement and the strengths and weaknesses of
23 Plaintiffs’ claims, it is the opinion of Plaintiffs’ counsel that the Settlement Agreement is fair,
24 reasonable, and adequate, and will provide excellent benefits to the class. The Settlement
25 provides certain relief for the Class and avoids protracted and costly litigation. The Settlement
26 Class is ascertainable, because the Class Panels can be identified by model number and/or serial
27 numbers, or the presence of the S-type junction box.

28 32. On behalf of Plaintiffs and proposed Class Counsel, I respectfully request that the

1 Court grant final approval of this Settlement.

2 **General Principles Applicable to the Award of Attorney Fees in Class Actions**

3 33. My firm's compensation for services rendered in this action is wholly contingent.
4 Any fees and reimbursement of expenses will be limited to such amounts as may be awarded by
5 the Court.

6 34. All attorneys at Birka-White Law Offices maintain contemporaneous time records
7 reflecting the time spent on this and other matters. During the last 45 months, I have personally
8 contributed 3034.6 hours of my time to bring about the settlement presented to this Court for
9 approval. Steve Oroza, a senior attorney in my office, contributed 802.9 hours of time. Mindy
10 Wong contributed 2207.8 hours in associate time. Jasmene Perry, a law clerk in my office
11 contributed 386.4 hours for a total of \$4,239,036.00 (6431.7 hours) in unreimbursed time at
12 historical rates. Attached hereto as **Exhibit B** is our firm lodestar.

13 35. The hourly rates reflect the market rate for professionals of similar experience in
14 California. My firm's rates have been approved by courts in *Kuffner v. Suntech*, Contra Costa
15 County Superior Court, Case No C13-01328 (March 7, 2016); *United Desert Charities, Inc., et al.*
16 *v. Sloan Valve Company*, U.S. District Court, Northern District of California, Case No. 2:12-cv-
17 06878-SJO-SH (Document No. 148); *Garner v. State Farm Mutual Automobile Insurance*
18 *Company*, U.S. District Court, Northern District of California, Case No. 4:08-cv-01365-CW
19 (Document No. 284); *Cartwright v. Viking Industries, Inc.*, U.S. District Court, Eastern District of
20 California, Case No. 2:07-cv-02159-FCD-EFB (Document No. 190). See also *In re: Kitec*
21 *Plumbing System Products Liability Litigation*, U.S. District Court, Northern District of Texas,
22 Case No. 09-md-2098 (Document No. 155); *In re: Uponor, Inc. F1807 Plumbing Fittings*
23 *Products Liability Litigation*, U.S. District Court, District of Minnesota, Case No. 0:11-cv-01684-
24 ADM-JJK (Document No. 51); and numerous other cases.

25 36. All of the services performed by my firm were reasonable and necessary to the
26 prosecution of this action.

27 37. There has been no duplication of services for which Class Counsel now seeks
28 compensation.

- 1 h. Preparation of interrogatories and requests for production of documents to
- 2 Defendants;
- 3 i. Responding to interrogatories and 77 document requests propounded by
- 4 Defendants;
- 5 j. Propounding document subpoenas on third party installers and UL;
- 6 k. Preparation, drafting, and presentation of oral argument at motion to
- 7 compel discovery responses from Defendants;
- 8 l. Review and analysis of documents produced by Defendants in 45 separate
- 9 rolling document productions, totaling over 580,000 pages, plus 11,718
- 10 documents produced in native format.
- 11 m. Review and analysis of more than a dozen reports by Plaintiffs' experts
- 12 based on their respective analyses of thousands of pages of photographs,
- 13 infrared images, x-rays and other advanced imaging, warranty database
- 14 records, internal BP documents (including design schematics and internal
- 15 analyses), sample modules, fire safety materials, relevant academic
- 16 literature, an on-site inspection of 1,200 installed Class Panels, and
- 17 inspection of over 1,000 removed Class Panels at a remote storage site in
- 18 Arlington, Oregon;
- 19 n. Review and analysis of three substantial defense expert reports and three
- 20 rebuttal reports covering many of the same topics, including solar panel
- 21 design and manufacture, solder joint design and fatigue, fire safety,
- 22 damages, and statistical analysis of BP's warranty claims data;
- 23 o. I personally took or defended 8 of the expert depositions in Anaheim, San
- 24 Francisco, Denver, Los Angeles and Washington, D.C.;
- 25 p. I personally defended the depositions of class representatives Michael
- 26 Allagas, Arthur Ray and Brett Morhman, in San Francisco and Los
- 27 Angeles;
- 28 q. Coordination and attendance at numerous site inspections;

- 1 r. Drafting and editing Plaintiffs’ fully briefed motion for class certification
- 2 and supporting declarations;
- 3 s. Drafting and editing Plaintiff’s opposition to Defendants’ motion to strike
- 4 Plaintiffs’ expert testimony;
- 5 t. Retention and interaction with consultants and experts related to the notice
- 6 program and claims administration, including several months planning with
- 7 Notice Provider HF Media LLC and Claims Administrator Jennifer
- 8 Keough of JND Legal Administration;
- 9 u. Conduct multiple mediation sessions with mediator Randall Wulff on
- 10 February 1-2, 2016 and March 1, 2016; including assistance with the
- 11 preparation of the mediation brief;
- 12 v. Drafting and editing the settlement agreement, plan of allocation, and
- 13 exhaustive revisions thereto;
- 14 w. Administration of the BP Solar Common Fund and BP Solar Claims Made
- 15 Settlement Fund Trust Accounts;
- 16 x. Oversee implementation of Notice Program;
- 17 y. Assistance with the preparation of the motion for preliminary approval and
- 18 presentation of arguments in support of the settlement at the preliminary
- 19 approval hearing;
- 20 z. Regular interaction with Class members regarding the Settlement and
- 21 claims process, including fielding dozens of telephone calls and responding
- 22 to over 300+ e-mails from various class members; and
- 23 aa. Regular interaction with the Notice Provider, Claims Administrator and
- 24 Defense Counsel regarding the claims administration process; and
- 25 bb. Meeting at Solar World manufacturing plant with the Claims Administrator
- 26 to examine and assess the potential replacement panels to be used for Class
- 27 members.

28 40. My office maintained regular contact with the Claims Administrator and Notice

1 Provider to insure that the Notice Program has been implemented as ordered by the Court.

2 41. My office will continue to have the primary responsibility to oversee the
3 implementation of the terms of the Settlement and the administration of the Settlement Fund
4 Trust Accounts throughout the Claims Period.

5 **Skill of Required Counsel**

6 42. This case presented a range of difficulties requiring the efforts of highly skilled
7 and experienced attorneys. The combined experience and skills of the firms appointed as Class
8 Counsel was necessary to achieve the nationwide Settlement in this case which provides
9 substantial relief to Settlement Class Members by inspecting, removing, and replacing Class
10 Panels while effectively eliminating the alleged fire risk associated with the Class Panels.

11 **Preclusion of Other Work**

12 43. I had to turn away opportunities to accept or participate in other substantial cases
13 in order to devote the appropriate level of time and resources to this matter. This case became
14 increasingly complex requiring increasing commitment of my time to deal with difficult and time
15 consuming issues. In 2015, for example, I worked over 1900 hours on this case to the exclusion
16 of the rest of my practice. At times, devoting such a disproportionate amount of my time to this
17 case inevitably increased the financial risk.

18 **Risk of Litigation**

19 44. Class Counsel undertook this litigation on a contingent fee basis with no guarantee
20 of receiving anything in return, and have advanced all costs without reimbursement. The litigation
21 required counsel to assume an unusually high risk of an adverse outcome because of the complex
22 legal issues presented and the formidable defense presented by Defendants and their highly
23 experienced and capable counsel.

24 45. Defendants attacked the pleadings multiple times, requiring Class Counsel to
25 devote extensive resources to defend and replead the claims. Class Counsel's coordinated efforts
26 included legal and factual research, drafting, editing, communicating regularly with one another,
27 and determining sound strategies for advancing and pursuing the claims on behalf of Plaintiffs
28 and the proposed Class.

1 46. BP's use of third parties to distribute its products and disseminate its marketing
2 message threatened to pose a problem for certain consumer claims that arguably depended on the
3 existence of a widespread, pervasive marketing campaign. BP would have mounted legal
4 challenges to the express warranty claims, arguing that its limited warranty covering "defects in
5 materials and workmanship" does not extend to the alleged design defect. It would have further
6 argued that the alleged defect did not manifest and/or was not substantially certain to manifest in
7 most of the Class Panels.

8 47. Even if Plaintiffs could have obtained a class certification order and proceeded to
9 trial, victory before the trier of fact would have been uncertain. Such uncertainty, moreover, was
10 compounded by the appeals virtually certain to have followed any verdict. In short, while Class
11 Counsel believe that the claims are viable and strong, there can be no denying the array of serious
12 class-wide risks, any one of which could have precluded the Class and its counsel from
13 recovering anything at all.

14 **Distribution of Fee Award**

15 48. Defendants have agreed, subject to the Court's approval, to pay Class Counsel
16 \$11.6 million in attorneys' fees and costs. This includes \$9 million in fees and \$600,000 in costs
17 from the \$45.33 million Common Fund, and an additional \$2 million payment in connection with
18 the Claims Made fund that does *not* count against the \$20 million claims made cap. That \$2
19 million attorneys' fee does not lower the amount of monies being made available to the class
20 members with non-FDK+ panels. The requested fee award for the common fund portion of the
21 Settlement (19.9%) is significantly below the common fund benchmark of 25% and well within
22 the accepted range of fee awards in similar class actions. Settlement provisions related to
23 attorneys' fees and litigation expenses were not negotiated until after an agreement was reached
24 in principal with respect to the settlement benefits and settlement funds.

25 49. I have been directly involved in all aspects of this litigation from the initial
26 investigation of the claims in 2013, the filing of the complaint in January 2014, through
27 settlement, design and implementation of the administration, notice, and final approval. I have a
28 complete understanding of the relative roles and contributions of both firms. Class Counsel are in

1 a position to distribute the attorneys' fee award among themselves based upon both lodestar and
2 the value of their contribution. To date, Class Counsel have spent over 12,610.6 hours
3 (\$7,246,378.50 in fees) and incurred \$647,536.97 in unreimbursed costs.

4 50. By any standard, this Settlement constitutes a favorable result made possible by
5 the dedication and skill of Class Counsel under very difficult circumstances.

6 **Incentive Award to Class Representatives**

7 51. Class Counsel seek an incentive award for the Class representatives Michael
8 Allagas, Arthur Ray and Brett Mohrman in the amount of \$7,500 each; and an incentive award of
9 \$3,500 for Class representative Brian Dickson. Defendants have agreed not to oppose the
10 foregoing incentive awards. (*See* Settlement Agreement, Section X.A.) Parenthetically, there are
11 no objections to date to the requested incentive awards for each class representative.

12 52. Among Plaintiffs' counsel, I had the primary responsibility to meet with, provide
13 status reports, confer and interact with each of the proposed class representatives in this case.
14 Each of the class representatives have performed their responsibilities in exemplary fashion and
15 demonstrated the highest degree of responsiveness to the inquiries and requests from my office.
16 Given the numerous discovery deadlines related to interrogatories, document requests and site
17 inspections, it was necessary to speak with our class representatives on many occasions
18 throughout the case. There have been many dozens of telephone calls between my office and our
19 class representatives over the past 45 months.

20 53. Plaintiffs Michael Allagas, Arthur Ray and Brett Mohrman prepared for and
21 attended lengthy and combative depositions. Plaintiffs Mohrman and Ray were deposed over the
22 course of two days, all of which I defended.

23 54. Plaintiff Dickson, although not involved from the outset of the case, has
24 unselfishly met every request of Plaintiffs' counsel. We have had numerous telephone
25 conversations, most of which I have had to interrupt him in the course of this work. He has
26 patiently and enthusiastically accepted the sometimes time-consuming responsibilities of a class
27 representative. He has made his property available for extensive investigation of all of the solar
28 panels, which he attended.

1 55. Each of the class representatives set aside a considerable amount of time to work
2 with me and my staff to assist in the prosecution of this case. It has been necessary for all of the
3 proposed class representatives to take the time with Plaintiffs' counsel to learn about the science
4 of solar panels and arc faults. Plaintiffs have reviewed essential documents in this case including
5 the complaint, various BP documents and expert reports, the proposed settlement agreement and
6 claim protocols. Plaintiffs have been required to spend the time to learn about new solar
7 technology which includes inverters with arc fault protection. They have also taken the time to
8 understand the complexities of this case and the benefits offered by the settlement. They provided
9 all necessary documents and information relating to the installation of their Class Panels. The
10 Class Panels at the Allagas, Ray and Mohrman residences were inspected on multiple occasions
11 by our experts and defense experts. The Class Panels at the Dickson residence were also
12 inspected. Finally, each proposed class representative remains available for any further actions
13 that may be necessary through final approval of the settlement.

14 56. I have repeatedly discussed with the Class representatives the numerous issues and
15 matters relating to this case. The Class representatives have been very responsive to all of our
16 requests to speak with them. During the course of this case, my office has exchanged 130 e-mails
17 with Michael Allagas, 123 e-mails with Brett Mohrman, 104 e-mails with Arthur Ray, and 26
18 e-mails with Brian Dickson. We have held dozens of telephone conferences and text messages
19 with Allagas, Ray and Mohrman and several with Dickson. Between the numerous meetings, site
20 inspections, e-mails, telephone conferences, meeting with experts, responding to discovery and
21 document production, attendance at depositions, and regular status discussions, I estimate that
22 Allagas, Ray and Mohrman each spent in excess of 200 hours on this matter.

23 57. Equally important, and independent of their actual time in the case, was their
24 commitment to assisting the Class and completing this complex case. Each of the named
25 plaintiffs were dedicated to achieve a fair and meaningful settlement. They were faced with
26 many frustrating delays and nonetheless stayed the course. Mohrman has worked with Class
27 Counsel since late 2013, nearly a year before litigation was commenced. Plaintiff Ray rejected a
28 settlement offer from BP because he wanted to ensure other Class members received a fair and

1 meaningful settlement as well. Without the assistance and unwavering dedication of each Class
2 representative, the Class would not have received any of the substantial and meaningful
3 settlement.

4 58. Throughout the litigation, the Class representatives have adequately represented
5 the Class. The Class representatives understand their duties as class representatives, have
6 considered the interests of absent Class members when reviewing and approving the Settlement
7 Agreement, and actively participated in this litigation.

8 59. Having satisfied all duties and responsibilities in their roles as Class
9 representatives, an incentive award for class representatives Allagas, Ray and Mohrman of \$7,500
10 each; and \$3,500 for Brian Dickson, is in my judgment fair and reasonable.

11 60. I support this Settlement and believe it is an excellent settlement for all Class
12 members.

13 I declare under penalty of perjury, under the laws of the State of California, that the
14 foregoing is true and correct.

15 This declaration was executed this 3rd day of November 2016, at Diablo, California.



16
17
18 DAVID M. BIRKA-WHITE

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EXHIBIT A

DAVID M. BIRKA-WHITE, ESQ.

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DAVID M. BIRKA-WHITE, born Los Angeles, California, October 12, 1952; admitted to bar, 1979, California and U.S. District Court, Northern and Eastern Districts of California. Education: University of California at Berkeley (B.A., '74); San Francisco Law School, J.D.. Member, University of California, Boalt Hall Industrial Relations Law Review, 1975-1976. Member: San Francisco County, Alameda County and Contra Costa County Bar Associations; State Bar of California; American Association for Justice (since 1979); Consumer Attorneys of California (Board of Directors, 2000); Alameda-Contra Costa Trial Lawyers Association (Board of Governors, 1992-1996); San Francisco Trial Lawyers Association.

Mr. Birka-White is AV-rated, and is included in The Bar Register of Preeminent Lawyers published by Martindale-Hubbell.

Mr. Birka-White has been selected as a "Super Lawyer" for 2007-2016 by San Francisco Magazine in the practice areas of class action/mass torts, which represents the top 5% of attorneys in Northern California.

Mr. Birka-White specializes in class action cases relating to product failure and consumer protection cases. For nearly 38 years, he has served as lead or co-lead counsel in a large number of class actions and complex cases involving defective products and consumer fraud.

Mr. Birka-White is a contributing author to "California Class Actions Practice and Procedure" published in 2003.

Mr. Birka-White served as Legal and Technical Advisor to California State Senator Nicholas Petris, who authored Senate Bill 1873. The bill, signed into law as Health and Safety Code Section 17921.7 imposes penalties for the sale or use of sub-standard plastic in ABS plastic pipe. The legislation came as a result of the ABS pipe litigation initiated and prosecuted by Mr. Birka-White.

Mr. Birka-White has served as a speaker at seminars involving product failures and product liability class actions. He has spoken at the Annual Convention of Forum, the construction section of the American Bar Association, on the subject of building product class actions.

Mr. Birka-White served as lead trial counsel in the class action trial entitled Shake Roof Cases, J.C.C.P. 4208 in the Superior Court, County of Contra Costa.

Mr. Birka-White served as co-lead trial counsel in the class action trial of NatureGuard Cement Roofing Shingles Cases, J.C.C.P.4215, in the Superior Court, County of Stanislaus.

Mr. Birka-White has served as Court appointed lead or co-lead Plaintiff settlement or litigation class counsel in the following class actions:

1. ***Kuffner v. Suntech America, Inc., et al.***
Contra Costa County Superior Court, Case No. C13-01328
2. ***United Desert Charities, et al. v. Sloan Valve Company***
U.S. District Court, Central District of California, Case No. 2:12-cv-06878-SJO-SH
3. ***In Re: Uponor, Inc. F1807 Plumbing Fittings Products Liability Litigation***
U.S. District Court, District Court of Minnesota, Case No. Case 0:11-md-02247-ADM-JJK

DAVID M. BIRKA-WHITE

4. ***Cambridge Lane v J-M Manufacturing Company, Inc.***,
U.S. District Court, Central District of California, Case No. 2:10-cv-06638-GW-PJW
5. ***In Re: Kitec Plumbing Systems Products Liability Litigation****
U.S. District Court, Northern District of Texas, Case No. 3:09-md-02098-F
6. ***Cartwright v. Viking Industries, Inc.***
U.S. District Court, Eastern District of California, Case No. 2:07-CV-02159
7. ***Garner v. State Farm Mutual Automobile Insurance Company***
U.S. District Court, Northern District of California, Case No. 4:08-cv-01365
8. ***Owens Corning, Chapter 11, Mira Vista Roofing Products***
United States Bankruptcy Court in the District of Delaware; Case Number 00-3837 (JKF)
9. ***Heilman, et al. v. Perfection Corporation, et al.***
U.S. District Court, Western District of Missouri, Case No. 99-0679-CW-W-6
(Settlement Class Counsel)
10. ***NatureGuard Cement Roofing Shingles Cases***
Judicial Council Coordination Proceeding No. 4215
Stanislaus Superior Court, Case No. 275768
11. ***Bowen-Fromm, et al. v. Terra Roofing Products, et al***
Alameda Superior Court, Case No. 2001-028588
12. ***Shake Roof Cases***
(Weiner, et al. v. Shake Company of California, et al.)
Judicial Council Coordination Proceeding No. 4208
Contra Costa County Superior Court, Case No. C99-00318
13. ***Milano, et. al. vs. Cal-Shake, inc. (Old Cal-Shake)***
Judicial Council Coordination Proceeding No. 4208
Contra Costa County Superior Court, Case No. C99-00318
14. ***Roy D. Richison, et al. v. American Cemwood, et al.***, Phase I and Phase II
San Joaquin County Superior Court, Case No. 005532
15. ***Shah, et al. v. Re-Con Building Products, Inc., et al.***, Phase I and Phase II
Contra Costa County Superior Court, Case No. C99-02919
16. ***Koslosky v Domtar, Inc.; Georgia-Pacific Corp. & Georgia Pacific Gypsum Corp.***
San Joaquin County Superior Court, Case No. VC 011260
17. ***Hazelwood v. Albert D. Seeno Construction Co., Inc., et al. (Seeno)***
Contra Costa County Superior Court, Case No. C94 05673
18. ***Byron Dahl v. Polaris Pipe Co., et al.***
Contra Costa County Superior Court, Case No. C 94 02132
19. ***Jan Marshall, et al. v. Centaur Mfg., Inc., et al.***
Santa Clara County Superior Court, Case No. CV 7366949
20. ***Clark Edwards, et al. v. Phoenix Extrusion Co., et al.***
Santa Clara County Superior Court, Case No. CV 736950
21. ***Martin v. Gable Plastics, Inc., et al.***
Contra Costa County Superior Court, Case No. C 94 05619

DAVID M. BIRKA-WHITE

22. ***Joseph Charette v. Apache Plastics, Inc., et al.***
Shasta County Superior Court, Case No. 126341
23. ***Southfork, ABS Pipe Developer Litigation***
Contra Costa County Superior Court, Case No. C94 05673
24. ***Wolfe v. Winncrest Homes***
Sacramento County Superior Court, Case No. 95AS05291
25. ***Blackwell, ABS Pipe Developer Litigation***
Contra Costa County Superior Court, Case No. C94 05673
26. ***ABS Pipe Cases II***
Judicial Council Coordination Proceeding, No. 3126
Contra Costa County Superior Court, Case No. C94 05673
(*Amfac*)
27. ***ABS Pipe Cases II***
Judicial Council Coordination Proceeding, No. 3126
Contra Costa County Superior Court, Case No. C94 05673
(*Plastic Processing, Inc.*)
28. ***ABS Pipe Cases II***
Judicial Council Coordination Proceeding, No. 3126
Contra Costa County Superior Court, Case No. C94 05673
(*International Association of Plumbing and Mechanical Officials ('IAPMO')*)

Mr. Birka-White has served as lead or co-lead counsel for the following complex cases:

1. ***The Arcadian Group v. Briggs Industries, Inc.***
Contra Costa County Superior Court, Case No. C 94 80224
2. ***Auburn Creek Investors v. Centaur Mfg., Inc.***
Shasta County Superior Court, Case No. 104892
3. ***Robert Ayers v. Iron Oaks Supply Corporation, et al.***
Calaveras County Superior Court, Case No. 16142
4. ***Azevedo v. Quality Inn***
Sonoma County Superior Court, Case No. 172825
5. ***Peter Banks, et al. v. Centaur Mfg., Inc.***
Alameda County Superior Court, Case No. 721990-4
6. ***Barnett-Range v. P.E. O'Hair***
Stanislaus County Superior Court
7. ***Frank Benna v. Damé Construction, and related cases***
Contra Costa County Superior Court, Case No. C 89 02523
8. ***Vern Brizendine and Mary Brizendine v. P.E. O'Hair & Co., et al.***
Contra Costa County Superior Court, Case No. C90-00250
9. ***Canyon Woods Owners Association II v. Gable Plastics, Inc., et al.***
Contra Costa County Superior Court, Case No. C93-05757
10. ***CH Portfolio v. P.E. O'Hair, et al.***
Fresno County Superior Court, Case No. 467187-1

DAVID M. BIRKA-WHITE

11. ***John Childs and Betty Childs v. P.E. O'Hair & Co., et al.***
Contra Costa County Superior Court, Case No. C90 03386
12. ***C.I.R. Plumbing, Inc. v. P.E. O'Hair & Co.***
Los Angeles County Superior Court, Case No. NVC12491
13. ***Davis v. Apache Plastics, et al.***
Contra Costa County Superior Court
14. ***Diogardi v. Apache Plastics, et al.***
Contra Costa County Superior Court
15. ***Samuel Engel, et al. v. Mariner Village, et al.***
Monterey County Superior Court, Case No. 88302
16. ***Feather River Construction v. Harold Elwanger***
Sutter County Superior Court, Case No. 38143
17. ***Fred Ferrari and Sherry Ferrari v. P.E. O'Hair & Co., et al.***
Contra Costa County Superior Court, Case No. C89-05330
18. ***Filmore v. Gable Plastics, et al.***
Alameda County Superior Court, Case No. 731760
19. ***The Fisk Trust, et al. v. Gable Plastics, Inc., et al. (Lincolnwoods)***
Sacramento County Superior Court, Case No. 538567
20. ***Slobodan Galeb v. Kimberly Woods Assoc., et al.***
Santa Clara County Superior Court, Case No. 701275
21. ***The Gardens Sunnyvale HOA v. UWC-Sunnyvale, a California Limited Partnership***
Santa Clara County Superior Court, Case No. 697132
22. ***Green v. Gable Plastics, Inc., et al.***
Alameda County Superior Court, Case No. 750966-9
23. ***Grupe Development Co. v. P.E. O'Hair & Co.***
Fresno County Superior Court, Case No. 410609-2
24. ***Dorothy Ironson, et al. v. Centaur Mfg., Inc.***
Tehama County Superior Court, Case No. 36636
25. ***Kimberly Woods Associates v. Centaur Mfg., Inc.***
Santa Clara County Superior Court, Case No. 702623
26. ***Kreis v. Apache Plastics, et al.***
Contra Costa County Superior Court
27. ***Lakeside v. Federal Insurance Co.***
United States District Court, Northern District of California,
Case No. C 91-20217 WAI
28. ***Lakeside Village Investors v. Feather River Constr. and Development Company, et al.***
Sutter County Superior Court, Case No. 41748
29. ***McCurry Plumbing, Wayne McCurry v. P.E. O'Hair***
Fresno County Superior Court

DAVID M. BIRKA-WHITE

30. ***Olen Acacia Corp. v. Centaur Mfg., et al.***
San Bernardino County Superior Court, Case No. SCV 26238
31. ***Edna E. Piche v. P.E. O'Hair & Co., et al.***
Contra Costa Superior Court, Case No. C90-00624
32. ***Quailwood I Apartments and C. O'Dell v. P.E. O'Hair & Co., et al.***
San Mateo County Superior Court, Case No. 317548
33. ***Quality Inn - Petaluma Partners v. Lois L. Azevado , et al.***
Sonoma County Superior Court, Case No. 172825
34. ***Roy D. Richison, et al. v. American Cemwood, et al.***
Solano County Superior Court, Case No. 005532
35. ***Ridgewood Manor I HOA v. Standard Pacific, et al.***
Alameda County Superior Court, Case No. H 174123-2
36. ***River Run Apartments v. Centaur Mfg. Inc.***
Solano County Superior Court, Case No. 115955
37. ***Segura v. Gable Plastics, Inc., et al.***
Alameda County Superior Court, Case No. 731898
38. ***Shadowbrook Investments v. P.E. O'Hair & Co.***
Stanislaus County Superior Court, Case No. 237667
39. ***C. La Del Stewart v. Centaur***
Fresno County Superior Court
40. ***Stockman v. P.E. O'Hair & Co., et al.***
Contra Costa Superior, Case No. C90-00503
41. ***Strouzas v. Gable Plastics, Inc., et al.***
Alameda County Superior Court, Case No. 750964-1
42. ***Sycamore Greens Associates v. Gable Plastics, Inc., et al.***
San Diego County Superior Court, Case No. 695558
43. ***Tract No. 3564 Association v. P.E. O'Hair, et al.***
Fresno County Superior Court, Case No. 422539-7
44. ***Tucker v. Apache Plastics, et al.***
Shasta County Superior Court, Case No. 268991
45. ***V.O. Associates v. Orion Group, Inc., et al.***
Stanislaus County Superior Court, Case No. 320375
46. ***V.O. Associates v. Centaur Mfg., Inc.***
Stanislaus County Superior Court, Case No. 276421
47. ***Vacaville Quail Run v. 700 Market Associates XXIII***
Contra Costa County Superior Court, Case No. C 95 09039
48. ***Western Land Properties v. Centaur, et al. (Sycamore I)***
Solano County Superior Court, Case No. L002762
49. ***Western Land Properties v. Centaur, et al. (Sycamore II)***
Solano County Superior Court, Case No. L002764

DAVID M. BIRKA-WHITE

50. ***Western Land Properties v. Centaur, et al. (Rosewood)***
Sacramento County Superior Court, Case No. 540042
51. ***Western Land Properties v. Centaur, et al. (Tallyho)***
Sacramento County Superior Court, Case No. 54001
52. ***Westwood Village Condominium Association v. RWC California Co., et al.***
Contra Costa County Superior Court, Case No. C 95 01060
53. ***Whitley v. Perfection Corporation, et al.***
San Francisco County Superior Court, Case No. 304215
54. ***Joseph Yedlica and Karen Yedlica v. Centaur Mfg., Inc.***
Monterey County Superior Court, Case No. 89375
55. ***Zam Development v. Centaur, et al.***
Solano County Superior Court

Mr. Birka-White has also served as a consultant on numerous other product liability cases throughout the State of California.

EXHIBIT B

ALLAGAS V. BP SOLAR INTERNATIONAL, INC. - LODESTAR

2013 - Timekeeper	Title	Hours	Rate	Total
David M. Birka-White	Partner	170.2	775.00	\$131,905.00
Steve Oroza	Of Counsel	56.3	775.00	\$43,632.50
Mindy Wong	Associate	86.0	395.00	\$33,970.00
	Subtotal	312.5	Fees	\$209,507.50

2014 - Timekeeper	Title	Hours	Rate	Total
David M. Birka-White	Partner	332.1	795.00	\$264,019.50
Steve Oroza	Of Counsel	484.4	795.00	\$385,098.00
Mindy Wong	Associate	348.7	395.00	\$137,736.50
	Subtotal	1165.2	Fees	\$786,854.00

2015 - Timekeeper	Title	Hours	Rate	Total
David M. Birka-White	Partner	1928.40	825.00	\$1,590,930.00
Stephen Oroza	Of Counsel	262.2	825.00	\$216,315.00
Mindy Wong	Associate	1266.5	450.00	\$569,925.00
Jasmene Perry	Law Clerk	386.4	235.00	\$90,804.00
	Subtotal	3843.5	Fees	\$2,467,974.00

2016 - Timekeeper	Title	Hours	Rate	Total
David M. Birka-White	Partner	603.9	855.00	\$516,334.50
Mindy Wong	Associate	506.6	510.00	\$258,366.00
	Subtotal	1110.5	Fees	\$774,700.50

Summary

	Hours	Cost
2013	312.5	\$209,507.50
2014	1165.2	\$786,854.00
2015	3843.5	\$2,467,974.00
2016	1110.5	\$774,700.50
Fees	6431.7	\$4,239,036.00
	Costs	\$180,584.55

GRAND TOTAL \$4,419,620.55

EXHIBIT C

EXHIBIT C - COSTS

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Conference Calls	\$68.11
Consultants/Experts	\$140,898.81
Court Fees	\$1,435.00
Legal Research	\$882.22
Messenger/Process Server Fees	\$1,614.50
Parking/Travel	\$17,734.70
Photocopying/Copy Services	\$17,040.40
Postage	\$910.81
TOTAL COSTS	\$180,584.55

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15 *Attorneys for Plaintiffs and the Class*

16
17 UNITED STATES DISTRICT COURT
18 NORTHERN DISTRICT OF CALIFORNIA
19 SAN FRANCISCO DIVISION

20 MICHAEL ALLAGAS, ARTHUR RAY
and BRETT MOHRMAN, and BRIAN
21 DICKSON on behalf of
22 themselves and all others similarly situated,

23 Plaintiffs,

24 v.

25 BP SOLAR INTERNATIONAL, INC.,
HOME DEPOT U.S.A., INC. and
26 DOES 1-10, inclusive,

27 Defendants.
28

Case No. 3:14-cv-00560-SI (EDL)

**DECLARATION OF INDEPENDENT
CLAIMS ADMINISTRATOR
JENNIFER M. KEOUGH**

Judge: Hon. Susan Illston

1 I, Jennifer M. Keough, declare as follows:

2 1. I am a Managing Director and Co-Founder of JND Legal Administration (JND),
3 the firm appointed by the Court to serve as Independent Claims Administrator (ICA) in this case.
4 I respectfully submit this Declaration to update the Court on the Claims administration process.
5 The following statements are based on my personal knowledge and information provided by other
6 experienced employees working under my supervision, and if called upon to do so, I could and
7 would be competent to testify to the facts herein.

8 2. Together, my partners Neil Zola, David Isaac, and I have over 70 years of
9 combined experience in the law and legal administration industries. Prior to forming JND, I
10 served as chief operating officer (COO) and executive vice president for one of the then largest
11 legal administration firms in the country. Before that, I worked as a class action business analyst
12 at one of the country's well-known law firms, responsible for managing complex class action
13 settlements and remediation programs, including the selection, retention and supervision of legal
14 administration firms.

15 3. I earned a J.D., M.S.F. (with honors), and B.A. from Seattle University. In 2013, I
16 was profiled in a CNN article, "What Changes With Women in the Boardroom," and in 2015, I
17 was named a "Woman Worth Watching" by Profiles in Diversity Journal.

18 4. JND's responsibilities as ICA are detailed in the Settlement and the Claims
19 Protocol. In summary, the ICA's role in implementing the Settlement is to receive and process
20 claims and effectuate the Common Fund and Claims Made Program as provided in the Settlement
21 Agreement. This entails creating and monitoring the Settlement Website and toll-free telephone
22 number, processing and reviewing claim forms, retaining and deploying solar panel inspectors to
23 Class Members' properties, making and issuing Claim decisions, engaging remediation
24 contractors, processing objections and requests for exclusion, and disbursing Settlement funds to
25 Class Members.

26 5. To perform the first phase of its duties under the Settlement, JND established a
27 Settlement Website (www.BPSolarSettlement.com) containing information about the Settlement
28 and copies of documentation relating to the Settlement, including the Claim Form and copies of

1 the Notice in English and Spanish. JND also established a 24-hour toll-free telephone number (1-
2 844-360-2767) with live operators and recorded messaging (IVR) that Class Members can use to
3 obtain more information about the Settlement and submit Claims. Both the telephone number and
4 website went live on September 2, 2016. To date, over 65,000 users have accessed the Settlement
5 Website, and we have received over 730 telephone calls on the toll-free number.

6 6. Pursuant to the Court's September 2, 2016 Order, JND also implemented a Direct
7 Notice mailing program. JND received data for the Direct Notice Mailing from BP and Class
8 Counsel. The Notice Mailing began September 9, 2016 and consisted of 4,889 Notices to Class
9 Members. Since then, JND has mailed additional Notices to Class Members, for a total of 6,392
10 mailed Notices. As of the date of this Declaration, 55 Notices have been returned with a
11 forwarding address from the United States Postal Service, and JND promptly re-mailed those
12 notices to the address provided. A total of 675 Notices, including two (2) Notices that had been
13 re-mailed to a forwarding address, have been returned as undeliverable; and after performing an
14 address search, JND successfully re-mailed 284 of those previously undeliverable Notices
15 without having them returned as undeliverable. A true and correct copy of the Notice mailed to
16 the Class together with the Spanish Notice made available on the Settlement Website is attached
17 as Exhibit A to this Declaration.

18 7. Pursuant to the Court's September 2, 2016 Order, JND also implemented an Email
19 Notice program. The Email Notice campaign began on September 9, 2016, using email address
20 data provided by BP and Class Counsel. In total, JND sent Email Notice to 2,995 email
21 addresses. A true and correct copy of the Email Notice is attached as Exhibit B to this
22 Declaration. A total of 2,446 copies of the Email Notice successfully reached their target email
23 address (i.e., were not returned as undeliverable).

24 8. As of the date of this Declaration, JND has received 627 claims from putative
25 Class Members. My staff has reviewed claimant responses received as of that date and estimate
26 that the Claims break down as follows:

27 a. 381 Claims (60.73%) have been received from Category 1 (FDK+)
28 claimants;

EXHIBIT A

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

**If You Have BP Solar Panels
You May Be Entitled to Replacement of the Solar Panels
and/or a New Inverter From a Class Action Settlement**

A federal judge authorized this notice. This is not a solicitation from a lawyer.

Para una notificación en Español, visitar www.BPSolarSettlement.com.

- Please read this notice carefully as it impacts your rights and provides you with information regarding how to file a claim. Your legal rights may be affected whether or not you take action.
- A Settlement has been reached in a class action lawsuit about solar panels manufactured by BP Solar International, Inc. (“BP”) between 1999 and early 2007 with an S-type junction box (“Class Panels”). *See* Question 3, below for a list of affected BP model numbers. The Plaintiffs’ complaint alleges the Class Panels are prone to junction box failures, which could cause burn marks, shattered glass at the junction box, and a potential fire hazard. The Defendants deny these allegations.
- Generally, the Settlement includes anyone in the United States who purchased Class Panels for initial installation on a property, or who purchased a property on which Class Panels had first been installed, and who currently own some or all of those Panels (*see* Question 6 for any exclusions). This lawsuit and Settlement do **not** cover BP solar panels manufactured after 2007, or panels manufactured from 1999-2007 without an S-type junction box. Those solar panels may look similar but have a different junction box and therefore are not involved in this Settlement.
- The Settlement will provide for removal and disposal of the Class Panels, and replacement with new solar panels, for eligible class members in Category 1 (*see* Question 3 below). If additional costs such as construction permits and/or a new inverter are required by law in order to replace your system (under your local building code), you may be required to pay all or part of those costs (*see* Question 9).
- The Settlement will provide a free visual inspection, replacement of failed panels, potential replacement of all Class Panels, and/or installation of a new inverter with arc fault detection for eligible class members with Class Panels in Category 2 (*see* Question 3 below).

**Your legal rights are affected even if you do nothing.
Please read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM	You must submit a claim to get benefits.
ASK TO BE EXCLUDED	Get no benefits from the Settlement. This is the only option that allows you to sue the Defendants over the claims resolved by this Settlement.
OBJECT	Write to the Court if you do not like the Settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	Get no payment or replacement. Give up rights.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Benefits will only be provided if the Court approves the Settlement and after any appeals are resolved. The final approval hearing is scheduled for December 22, 2016 (*see* Question 21). Please be patient.

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BASIC INFORMATION

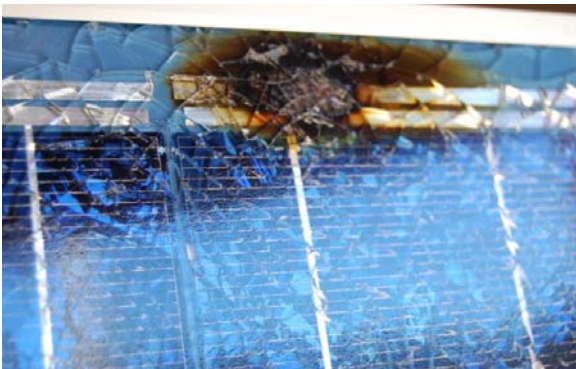
1. Why is there a notice?

A Court has authorized this notice because you have a right to know about a proposed Settlement of a class action lawsuit involving BP solar panels and your options before the Court decides whether to give final approval to the proposed Settlement. This notice explains the lawsuit, the proposed Settlement, the benefits available, and your legal rights.

The Honorable Susan Illston of the United States District Court for the Northern District of California is overseeing this case. The case is known as *Michael Allagas, et al. v. BP Solar International, Inc., et al.*, Case No. 3:14-cv-00560-SI. The people who sued are called the Plaintiffs, and the companies they sued are called Defendants. The Defendants in this case are: BP Solar International, Inc. and Home Depot U.S.A., Inc.

2. What is this about?

The lawsuit claims that the BP solar panels manufactured with S-type junction boxes are defective and prone to premature failure, do not generate the expected level of power, and create a potential fire hazard. The Defendants deny these claims. The photos below show examples of failed panels.



Clockwise from upper left: burn mark and shattered glass on front of panel; burnt junction box on back of panel; junction box damage on back of panel; and burn mark (without shattered glass) on front of panel.

3. Which BP model numbers are included in this Settlement?

The solar panels included in this Settlement are called “Class Panels.” Class Panels include all BP solar panels manufactured between 1999 and 2007 with an S-type junction box. This includes the model numbers listed below.

Category 1 (“FDK+ Panels”)

BP170I	BP175B	BP175I	BP3140S*	BP3160B*
BP170B	BP3160S	BP4170B	BP3150S	BP4175I
BP3165S	SX160B	SX170B	BP4175B	BP2150S
SX150B*	BPSX150S	BPSX3150S	SX4175S (a/k/a BPS4175S)	SX140S
BP5170S	SX150S	SX160S	BPSX3160S	SX150L

(If the model number has an asterisk, it means that some of those panels are in Category 2. If you have one of those model numbers, the Claims Administrator can help you determine which Category your panels belong to.)

Category 2 (“Non-FDK+ Panels”)

All other BP solar panels manufactured between 1999 and 2007 with an S-type junction box which are not included in Category 1, including the following model numbers:

BP3140B	BP3115S	BP3123XR	BP3125Q	BP3125S
BP3160B	BP3140S	BP3150B	BP3150L	BP3155S
BP380S	BP3160L	BP3160QS	BP375S	BP380L
MSX110	BP4150S	BP4160S	BP4170S	BP485L
SX120S	BP2140S	BP585DB	BP7190S	SX3190B
SX3195S	MSX110L	MSX120	MSX120L	BPSX140S
SX3195B	SX140B	SX150B	SX3190S	SX110S

This Settlement does **not** cover BP solar panels without the S-type junction box, which BP stopped using in 2007 at the latest. These solar panels look very similar to the Class Panels included in the

Settlement, but are different products. If you don't know whether your BP product is included in this Settlement, contact the Claims Administrator at 1-844-360-2767 for help.

4. Why is this a class action?

In a class action, one or more people called "class representatives" sue on behalf of themselves and other people with similar claims. The class representatives and those with similar claims are referred to as the "settlement class" or "settlement class members." In this Settlement, the Class Representatives are Michael Allagas, Brett Mohrman, Arthur Ray, and Brian Dickson. One court resolves the issues for all members of the Settlement Class, except for those who exclude themselves from the Settlement Class.

5. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or the Defendants. Instead, both sides have agreed to a Settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial, and the people affected will get a chance to receive replacement or removal of their Class Panels, or a free inspection of their system and new inverter with arc fault detection. The Class Representatives and their attorneys think the Settlement is best for all Settlement Class Members. The Settlement does not mean that the Court has determined that Defendants have done anything wrong.

WHO IS PART OF THE SETTLEMENT?

If you received mailed notice of the Settlement, then you may be a member of the Settlement Class. But even if you did not receive a notice by mail, you may be a member of the Settlement Class, as described below.

6. How do I know if I am part of the Settlement?

You are included in the Settlement and deemed a Settlement Class Member if you purchased Class Panels for initial installation on a property, or you acquired a property on which Class Panels had first been installed, and, in either case, you currently own some or all of those Panels.

"Property" means any structure, including but not limited to homes, townhouses, condominiums, apartments, multi-unit housing structures, hotels, motels, hospitals, schools, churches or other places of worship, commercial structures, government structures, homes within a homeowners association or other similar entities, other types of buildings (e.g., guest houses, garages, workshops, sheds, hangers), or other structures of any kind, whether commercial or residential (including permanent or temporary residential structures), or any improvement to real property.

The Settlement Class does not include the Defendants or any entity in which a Defendant owns a controlling interest and their legal representatives, heirs, and successors. The Settlement Class also does not include the judge or judges to whom this case is assigned and their immediate family members.

7. How can I tell if I have BP solar panels?

The BP solar panel model number is located on the sticker affixed to the back of the solar panel. This information may also be contained in your purchase agreement or other documentation. Additional information about determining whether your Panels are BP panels can be obtained by contacting:

**BP Solar Panel Settlement
c/o JND Legal Administration
PO Box 6878
Broomfield, CO 80021**

Or call the toll-free number: **1-844-360-2767**.

8. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call 1-844-360-2767 with questions or visit www.BPSolarSettlement.com. You may also write with questions to BP Solar Panel Settlement:

**BP Solar Panel Settlement
c/o JND Legal Administration
PO Box 6878
Broomfield, CO 80021
Website: www.BPSolarSettlement.com**

THE SETTLEMENT BENEFITS

9. What does the Settlement provide?

Common Fund for Category 1 (FDK+ Panels)

A Common Settlement Fund will be established to pay for the removal, replacement, and disposal of Class Panels that fall into Category 1 (FDK+ Panels) (*see* Question 3 above). The Defendants will pay \$45.33 million into the Settlement Fund. Settlement administration costs, notice costs, attorney fees and costs, and any court-approved payments to the Settlement Class Representatives will come out of this fund (*see* Question 20).

- The net Settlement Fund will be available to pay to replace the Class Panels or otherwise compensate Settlement Class Members. Labor, materials, and replacement solar panels will be provided and installed by licensed contractors approved by the Claims Administrator.
- If it is determined that additional costs, such as construction permits and/or a new inverter, are required by law to replace your system (under your local building code), you will be

required to pay those costs. Three years into the program, an annual assessment will be made to determine whether there are sufficient funds to reimburse some or all necessary out-of-pocket costs. Reimbursement is not guaranteed.

- The replacement solar panels will come with an industry standard manufacturer's warranty issued by the manufacturer of the replacement panels.
- The labor work provided will come with an industry standard warranty from the contractor hired to perform the replacement work, including any contractors hired by the Claims Administrator.
- You may opt to use your own replacement contractor (instead of a contractor hired by the Claims Administrator) to replace Class Panels, but all Class Panel removal and disposal will be handled by the Claims Administrator. Once the Class Panels have been removed, you will receive payment up to the rate of \$2.35 per watt removed, minus the removal and disposal costs.

Claims Made Program for Category 2 (Non-FDK+ Panels)

A separate Settlement Fund will be established for Settlement Class Members with Class Panels that fall into Category 2 (Non-FDK+ Panels) (*see* Question 3 above). These model numbers have a lower failure rate than the Category 1 Panels (FDK+). Defendants shall pay up to \$20 million into the Claims-Made Settlement Fund for Category 2 (Non-FDK+ Panels) claims, inclusive of inspection and administration costs, for payments to Settlement Class Members who fall within Category 2.

- Category 2 claimants will be entitled to a free visual inspection of their BP solar system to identify any failed panels. If the claimant's system's failure rate exceeds 20% (inclusive of any documented past failures), the claimant will be entitled to a full replacement of their Class Panels.
- If the inspection does not result in full replacement, the claimant will receive a new inverter with arc fault detection, installed at no cost to the claimant. An arc fault is a high energy failure that can occur if these panels fail. Arc fault detection technology is designed to preemptively shut down a system that is experiencing an arc fault failure, thus preventing any resulting harm. The Settlement Fund will not be responsible for the warranty, performance, maintenance or ongoing operation of the new inverter (including, without limitation, any obligation to test or check system shutdowns or faults).
- If a Category 2 claimant suffers additional failed panels after the initial inspection, the claimant can make subsequent claims to the Settlement until the program ends. If the subsequent claim demonstrates that the failure rate has exceeded 20%, the claimant is eligible for replacement of all remaining Class Panels. However, the Settlement Class Member shall either reimburse the Settlement for the cost of the new inverter and its installation before the replacement of the remaining Class Panels takes place or, if the Settlement Class Member elects to receive a monetary payment, the cost of the new inverter and its installation shall be subtracted from this amount. In extreme cases, if the Claims

Administrator determines that a Claimant has made a subsequent claim without any reasonable basis to believe that additional panel failures have occurred, the Claims Administrator reserves the right to seek reimbursement for the cost of responding to that claim.

- The Claims Made program will end after three years of operation, or after the \$20 million fund is exhausted, whichever is first. After that, Category 2 Class Members retain their preexisting rights under their BP warranty certificate except as to claims presented to the Settlement, and can claim any further failed panels under BP's standard warranty program.

Large Non-Residential Customers

A claimant with a non-residential solar system with 400 or more solar panels that includes Class Panels ("LNR Class Member") will be invited to commercial negotiations between BP and the claimant, mediated by the Claims Administrator or other agreed upon third-party. If negotiations fail, the LNR claimant may opt-out of the settlement, even if the opt-out period has expired, and the claimant will retain all its rights under BP's warranty certificate.

This program will remain open at least through 2017. More details, including on the precise claims period, are available in a document called the Settlement Agreement, which is available at www.BPSolarSettlement.com, or by consulting the Claims Administrator.

HOW TO GET BENEFITS

10. How do I get benefits?

All Settlement Class Members will need to submit a Claim Form to receive benefits. If you did not receive a Claim Form in the mail, Claim Forms are available at www.BPSolarSettlement.com or by calling 1-844-360-2767. Please submit your Claim Form as soon as possible; priority in scheduling will be based on the order in which Claim Forms are received. Please read the instructions carefully, and fill out the Claim Form and mail it. Please submit the Claim Form to:

BP Solar Panel Settlement
c/o JND Legal Administration
PO Box 6878
Broomfield, CO 80021
Fax: 1-888-533-1637
Email: info@BPSolarSettlement.com
Website: www.BPSolarSettlement.com

11. What is the deadline for submitting claims?

The Claims Administrator can only begin processing claims after the Court grants final approval of the Settlement and after any appeals are resolved (see "The Fairness Hearing" below). If there are appeals, resolving them can take time. Please be patient. Once the Settlement is approved, the

settlement website will be updated with actual dates for these deadlines, so be sure to check the website for any updates periodically after the Fairness Hearing on December 22, 2016.

Once the Settlement program starts:

- Category 1 claims will be paid until the Common Fund is spent. Therefore, while there is no firm claims deadline, if you have Category 1 panels, it is best to submit your claim soon after the program begins.
- The program for Category 2 claims will last for three years after it starts, or until the \$20 million fund is spent. Therefore, while there is no firm claims deadline, if you have Category 2 panels, it is best to submit your claim soon after the program begins.

12. When will I receive benefits?

The Settlement program will begin after the Court grants final approval of the Settlement and after any appeals are resolved (see “The Fairness Hearing” below). If there are appeals, resolving them can take time. Please be patient.

13. What am I giving up to stay in the Settlement Class?

Unless you “opt out” or exclude yourself, you are accepting the Settlement. This allows you to obtain the Settlement benefits described above, but requires that you give up your right to separately sue anyone, including but not limited to the Defendants, for any claims being resolved by this Settlement, specifically, any claims related to alleged junction box failure or defect in the Class Panels, including any alleged property damage caused by the Class Panels. This includes all claims relating to the design, manufacturing, materials used, testing performed, warnings provided, marketing, advertising, sale, installation, instructions, performance or any failure to perform (including energy production or lack of energy savings or production), including any defect or warranty claim, as more fully described in Section XII of the Settlement Agreement. Personal injury claims, however, are released only if they arose or arise after you receive full replacement of all your Class Panels, or installation of a new inverter with arc fault protection. Category 1 Class Members give up all of their rights to file suit on any of these claims in the future. After the Claims Made Program ends, Category 2 Class Members will retain their pre-existing rights under the BP warranty certificate except as to claims presented to the Settlement, but will give up the right to seek class-wide adjudication of any of these claims.

Section XII of the Settlement Agreement describes the released claims in more detail, so read it carefully. The Settlement Agreement is available online at www.BPSolarSettlement.com. If you have any questions you can talk to the law firms listed in Question 19 for free or you can, if you wish, talk to your own lawyer at your own expense if you have questions about what this means.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want the benefits from this Settlement, and you want to keep the right to sue the Defendants or anyone else about the issues in this case, then you must take steps to opt out of the Settlement. This is called excluding yourself from, or “opting out” of, the Settlement Class.

14. How do I get out of the Settlement?

To exclude yourself or “opt out” from the Settlement, you must mail a letter or other written document to the Claims Administrator. Your request must include:

- Your full name, current address, telephone number, and the property location where your Class Panels are installed (if different from your current address);
- A statement that you “want to be excluded from the proposed class in *Allagas v. BP Solar International, Inc.* and receive none of the benefits of the Settlement”;
- Your signature; and
- The name and signature of your attorney (if you are represented by one)

In addition, please also provide the following information with your opt out request if known to you:

- The model number(s) and/or serial numbers of your Class Panels;
- Date of purchase or installation of your Class Panels; and
- The number of Class Panels you own.

You must mail your exclusion request, **postmarked no later than November 28, 2016** to:

**BP Solar Panel Settlement
c/o JND Legal Administration
PO Box 6878
Broomfield, CO 80021**

15. If I do not exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself, you give up the right to sue anyone, including but not limited to Defendants, for the claims that this Settlement resolves. See Question 13 for a description of the claims you are giving up by staying in the Settlement.

16. If I exclude myself, can I still get benefits?

No. You will not get benefits if you exclude yourself from the Settlement.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member and do not opt out, you can object to the Settlement if you don't like some part of it. The Court will consider your views. To object, you must submit a letter that includes the following:

- Your full name, current address, telephone number, and the property location where your Class Panels are installed (if different from your current address);
- Statement under penalty of perjury that you are the current owner of the Class Panels;
- The date(s) of purchase and installation of the Class Panels;
- Model numbers and/or serial numbers of your Class Panels;
- The reasons you object to the Settlement, along with any supporting materials;
- Whether you intend to appear at the Fairness Hearing (*see* Question 21);
- Your signature; and
- The name and signature of your attorney (if you are represented by one).

You must mail your objection to the following addresses, postmarked by **November 28, 2016**:

United States District Court Northern District of California 450 Golden Gate Avenue, Box 36060 San Francisco, CA 94102-3489 Attn: BP Solar Settlement (Judge Illston)	BP Solar Panel Settlement c/o JND Legal Administration PO Box 6878 Broomfield, CO 80021
Lief Cabraser Heimann & Bernstein, LLP Attn: BP Solar Settlement 275 Battery St, 29th Fl San Francisco, CA 94111	Arnold & Porter LLP Matthew T. Heartney 777 South Figueroa Street, 44th Floor Los Angeles, CA 90017

18. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you don't like something about the Settlement. You can object only if you don't exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in the case?

Yes, the Court has appointed the following to represent all Settlement Class Members as “Class Counsel:”

Birka-White Law Offices 65 Oak Court Danville, CA 94526 Telephone: (925) 362-9999 Facsimile: (925) 362-9970	Lief Cabraser Heimann & Bernstein, LLP 275 Battery Street, 29th Floor San Francisco, CA 94111 Telephone: (415) 956-1000 Facsimile: (415) 956-1008
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You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

20. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees of up to \$11 million, plus reimbursement for costs and expenses up to \$600,000, for a total of \$11.6 million. Of this, \$9.6 million will be paid from the Common Fund, and \$2 million will be paid from the Claims Made Settlement Fund. (The \$2 million paid from the Claims Made Settlement Fund is in addition to the \$20 million maximum amount Defendants will contribute to pay for Settlement benefits to Category 2 claims.)

The Court will decide the amount of attorneys’ fees and costs to award. Class Counsel will also request a special service award to be paid to each of the Settlement Class Representative for their service to the Settlement Class as follows: \$7,500 each to Michael Allagas, Arthur Ray, Brett Mohrman from the Common Settlement Fund, and \$3,500 to Brian Dickson from the Claims Made Settlement Fund.

THE FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses. You may attend and you may ask to speak, but you do not have to.

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at 3:00 p.m. on Thursday, December 22, 2016 at 450 Golden Gate Avenue, Courtroom 1, 17th Floor, San Francisco, CA 94102. The hearing may be moved by the Court to a different date or time without additional mailed notice to you, so it is a good idea to check www.BPSolarSettlement.com or call 1-844-360-2767 for updates about the hearing. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. The motion for attorney’s fees and costs and class representative service payments will be posted on

www.BPSolarSettlement.com. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

22. Do I have to attend the hearing?

No. Class Counsel will answer questions the Court may have. But you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. You may also hire a lawyer to attend, but it is not required.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. If you are objecting and intend to request permission to speak, you should include that request in your written objection (*see* Question 17).

GETTING MORE INFORMATION

24. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement or Claim Form at:

www.BPSolarSettlement.com

You also may write with questions to:

**BP Solar Panel Settlement
c/o JND Legal Administration
PO Box 6878
Broomfield, CO 80021**

Or call the toll-free number: **1-844-360-2767.**

TRIBUNAL DE DISTRITO DE LOS ESTADOS UNIDOS, DISTRITO NORTE DE CALIFORNIA

**Si usted tiene Paneles Solares BP
puede tener derecho a un reemplazo de los Paneles Solares
y/o a un Nuevo Inversor a partir de un acuerdo de demanda
colectiva.**

Esta notificación ha sido autorizada por un juez federal. No es una solicitud de un abogado.

Para obtener una notificación en español, visite el sitio web www.BPSolarSettlement.com.

- Por favor, lea esta notificación cuidadosamente debido a que puede afectar sus derechos y le brinda información sobre cómo realizar un reclamo. Sus derechos pueden verse afectados sea que decida actuar o no.
- Se ha llegado a un Acuerdo de demanda colectiva relacionada con paneles solares fabricados por BP Solar International, Inc. ("BP") entre 1999 y comienzos de 2007 con una caja de conexión tipo S ("Paneles Colectivos"). Véase la Pregunta 3 a continuación para consultar una lista de los números de modelos de BP afectados. La demanda entablada por los Demandantes sostiene que los Paneles Colectivos son propensos a las fallas en las cajas de conexión, lo que puede producir marcas de quemaduras, vidrios astillados en la caja de conexión y un peligro potencial de incendio. Los Demandados niegan dichos argumentos.
- En general, el Acuerdo incluye a cualquier persona dentro de los EE.UU. que haya comprado Paneles Colectivos para su instalación por primera vez en una propiedad, o que haya comprado una propiedad en la que los Paneles Colectivos habían sido primeramente instalados, y que actualmente posee algunos de esos Paneles o todos ellos (Véase la Pregunta 6 para consultar las exclusiones). Esta demanda y Acuerdo no incluyen a los paneles solares BP fabricados después de 2007, o a los paneles fabricados de 1999 a 2007 sin la caja de conexión tipo S. Dichos paneles solares pueden lucir similares, pero tienen una caja de conexión diferente y en consecuencia no se encuentran incluidos en este Acuerdo.
- El Acuerdo establece el desmontaje y la eliminación de los Paneles Colectivos y su reemplazo por nuevos paneles solares en el caso de los Demandantes Colectivos correspondientes a la Categoría 1 (Véase la Pregunta 3 a continuación). En el caso de que haya gastos adicionales, tales como permisos de construcción y/o de nuevos inversores, requeridos por la ley para reemplazar su sistema (conforme a su código local de construcción), se le podrá exigir que pague todos esos costos o parte de ellos (Véase la Pregunta 9).
- El Acuerdo estipula que se realice una inspección visual gratuita, el reemplazo de los paneles con fallas, el reemplazo potencial de todos los Paneles Colectivos y/o la

instalación de un nuevo inversor con un detector de fallas de arco para los Demandantes Colectivos con Paneles Colectivos correspondientes a la Categoría 2 (*Véase* la Pregunta 3 a continuación).

**Sus derechos se verán afectados ya sea que actúe o no.
Por favor, lea esta notificación cuidadosamente.**

SUS DERECHOS Y OPCIONES EN ESTE ACUERDO	
PRESENTAR UN RECLAMO	Deberá presentar un reclamo para poder obtener beneficios.
SOLICITAR QUE LO EXCLUYAN	No obtendrá los beneficios del Acuerdo. Esta es la única opción que le permite accionar contra los Demandados con respecto a los reclamos que este Acuerdo resuelva.
OBJETAR EL ACUERDO	Escriba al Tribunal si no está conforme con el Acuerdo.
ASISTIR A UNA AUDIENCIA	Solicite hablar con el Tribunal acerca de la equidad del Acuerdo.
NO HACER NADA	No obtendrá ningún pago ni ningún reemplazo. Renunciará a sus derechos.

- Estos derechos y opciones (**y las fechas límite para ejercerlos**) se encuentran explicados en esta notificación.
- El Tribunal a cargo de la causa aún debe decidir si aprobará el Acuerdo. Los beneficios solo serán otorgados si el Tribunal aprueba el Acuerdo y después de que se resuelvan todas las posibles apelaciones. La audiencia de aprobación final se encuentra fijada para el 22 de diciembre de 2016 (*Véase* la Pregunta 21). Por favor, tenga paciencia.

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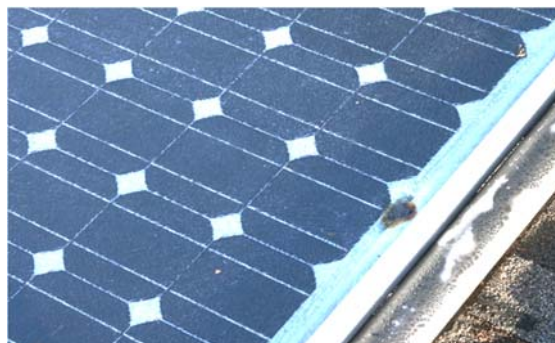
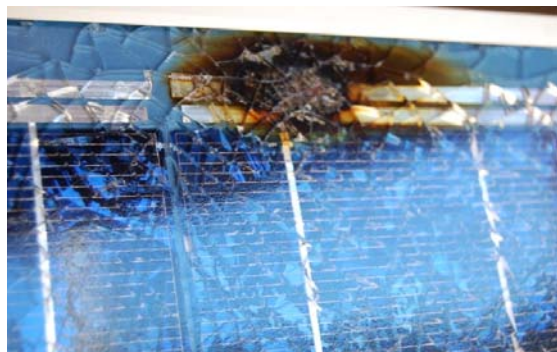
1. ¿Por qué existe una notificación?

Un Tribunal ha autorizado el envío de esta notificación porque usted tiene derecho a saber sobre un Acuerdo de Demanda Colectiva que involucra a los paneles solares BP y sobre sus opciones antes de que el Tribunal decida si va a darle la aprobación final al Acuerdo propuesto. Esta notificación explica la demanda, el Acuerdo propuesto, los beneficios disponibles y sus derechos.

Su Señoría Susan Illston del Tribunal de Distrito de los Estados Unidos en el Distrito Norte de California está a cargo de la causa. La causa está caratulada como *Michael Allagas, et al. v. BP Solar International, Inc., et al.*, Case No. 3:14-cv-00560-SI. Las personas que realizan la demanda son llamadas Demandantes y las empresas que ellas demandan son llamadas Demandados. Los Demandados en esta causa son: BP Solar International, Inc. y Home Depot U.S.A., Inc.

2. ¿De qué se trata?

La demanda sostiene que los paneles solares BP fabricados con cajas de conexión tipo S son defectuosos y propensos a fallas prematuras, no generan el nivel de energía esperado y generan un peligro potencial de incendio. Los Demandados niegan dichos reclamos. Las fotos que aparecen a continuación muestran ejemplos de paneles con fallas.



En el sentido del reloj, desde arriba a la izquierda: marca de quemadura y vidrio astillado en el frente del panel, caja de conexión quemada en la parte de atrás del panel, daño de la caja de conexión en la parte de atrás del panel y marca de quemadura (sin vidrio astillado) en el frente del panel.

3. ¿Qué números de modelos de BP se encuentran incluidos en este Acuerdo?

Los paneles solares incluidos en este Acuerdo son llamados "Paneles Colectivos". Los Paneles Colectivos incluyen todos los paneles solares de BP construidos entre 1999 y 2007 con una caja de conexión tipo S. Ello incluye los números de modelo mencionados a continuación:

Categoría 1 (“FDK+ Paneles”)

BP170I	BP175B	BP175I	BP3140S*	BP3160B*
BP170B	BP3160S	BP4170B	BP3150S	BP4175I
BP3165S	SX160B	SX170B	BP4175B	BP2150S
SX150B*	BPSX150S	BPSX3150S	SX4175S (conocido como BPS4175S)	SX140S
BP5170S	SX150S	SX160S	BPSX3160S	SX150L

(Si el número de modelo tiene un asterisco, significa que algunos de esos paneles están en la Categoría 2). Si usted tiene alguno de esos números de modelo, el Administrador de los Reclamos podrá ayudarlo a determinar a qué Categoría pertenecen sus paneles).

Categoría 2 (“No-FDK+ Paneles”)

Todos los otros paneles solares BP fabricados entre 1999 y 2007 con una caja de conexión tipo S que no se incluyen en la Categoría 1, incluidos los siguientes números de modelo:

BP3140B	BP3115S	BP3123XR	BP3125Q	BP3125S
BP3160B	BP3140S	BP3150B	BP3150L	BP3155S
BP380S	BP3160L	BP3160QS	BP375S	BP380L
MSX110	BP4150S	BP4160S	BP4170S	BP485L
SX120S	BP2140S	BP585DB	BP7190S	SX3190B
SX3195S	MSX110L	MSX120	MSX120L	BPSX140S
SX3195B	SX140B	SX150B	SX3190S	SX110S

Este Acuerdo **no** incluye a los paneles solares BP sin la caja de conexión tipo S, los cuales BP dejó de usar a más tardar en el año 2007. Estos paneles solares lucen muy similares a los Paneles Colectivos incluidos en este Acuerdo, pero son productos diferentes. Si no sabe si su producto

BP está incluido en este Acuerdo, contáctese con el Administrador de los Reclamos al 1-844-360-2767 para obtener ayuda.

4. ¿Por qué es esta una demanda colectiva?

En una demanda colectiva una o más partes, llamadas "Representantes de la Demanda Colectiva", interponen una demanda en representación de ellos mismos y de otras personas con reclamos similares. Los Representantes de la Demanda Colectiva y aquellos con reclamos similares son denominados "Demanda Colectiva" o "Demandantes Colectivos". En este Acuerdo, los Representantes de la Demanda Colectiva son Michael Allagas, Brett Mohrman, Arthur Ray y Brian Dickson. El Tribunal resolverá los problemas de todos los miembros de la Demanda Colectiva, excepto en el caso de aquellos que soliciten su exclusión de la Demanda Colectiva.

5. ¿Por qué existe un Acuerdo?

El Tribunal no ha decidido a favor de ninguna de las partes en la causa. En lugar de ello, ambas partes han decidido llegar a un acuerdo. Al aceptar el Acuerdo, las Partes evitan los costos y la incertidumbre de ir a juicio y las personas afectadas tendrán la oportunidad de que se haga un reemplazo o el desmonte de sus Paneles Colectivos, o de una inspección gratuita de su sistema y un nuevo inversor con un detector de fallas de arco. Los Representantes de la Demanda Colectiva y sus abogados consideran que esta Acuerdo es lo mejor para los Demandantes Colectivos. El Acuerdo no implica que el Tribunal haya determinado que los Demandados han hecho algo malo.

¿QUIÉN ESTÁ INCLUIDO EN EL ACUERDO?

Si recibió una notificación del Acuerdo por correo, es posible que sea un Demandante Colectivo. Pero, incluso si no recibió una notificación por correo, puede ser que sea un Demandante Colectivo según se describe a continuación.

6. ¿Cómo sé si soy parte del Acuerdo?

Usted estará incluido en el Acuerdo y será considerado un Demandante Colectivo en el caso de que haya comprado Paneles Colectivos para su instalación por primera vez en una propiedad, o que haya adquirido una propiedad en la que los Paneles Colectivos hayan sido primeramente instalados, y si en cualquiera de los dos casos, actualmente posee algunos de esos Paneles o todos ellos.

"Propiedad" significa cualquier estructura, lo que incluye entre otras, casas, casas adosadas, condominios, departamentos, estructuras de viviendas de unidades múltiples, hoteles, moteles, hospitales, escuelas, iglesias u otros lugares de culto, estructuras comerciales o gubernamentales, casas dentro de una sociedad de propietarios u otras entidades similares, otros tipos de construcciones (por ejemplo casas de huéspedes, garajes, talleres, cobertizos, hangares), u otras estructuras de cualquier tipo, sean de naturaleza comercial o residencial (incluidas las estructuras residenciales permanentes o temporales), o cualquier mejora a un bien inmueble.

Los Demandantes Colectivos no incluyen a los Demandados ni a cualquier entidad en la que los Demandados posean una participación mayoritaria ni a sus representantes legales, herederos y sucesores. Asimismo, Los Demandantes Colectivos no incluyen al juez o a los jueces a los que se les asigne esta causa y sus familiares cercanos.

7. ¿Cómo puedo saber si tengo paneles solares BP?

El número de modelo de los paneles solares BP se encuentra ubicado en la etiqueta pegada en la parte de atrás del panel solar. Esta información también puede encontrarse en su contrato de compra o en otros documentos. Podrá obtener información adicional para determinar si sus Paneles son paneles solares BP escribiendo a:

**BP Solar Panel Settlement
c/o JND Legal Administration
PO Box 6878
Broomfield, CO 80021**

O llame al número gratuito: **1-844-360-2767**.

8. ¿Qué sucede si no estoy seguro de estar incluido en el Acuerdo?

Si no está seguro de ser parte del Acuerdo, puede llamar al 1-844-360-2767 con su consulta o visitar el sitio web www.BPSolarSettlement.com. También podrá escribirle con sus consultas a BP Solar Panel Settlement:

**BP Solar Panel Settlement
c/o JND Legal Administration
PO Box 6878
Broomfield, CO 80021
Website: www.BPSolarSettlement.com**

BENEFICIOS DEL ACUERDO

9. ¿Qué establece el Acuerdo?

Fondo Común para la Categoría 1 (FDK+ Paneles)

Se establecerá un Fondo Común del Acuerdo para pagar el desmonte, reemplazo y eliminación de los Paneles Colectivos que entran en la Categoría 1 (FDK+ Paneles) (Véase la Pregunta 3 anterior). Los Demandados ingresarán \$45.33 millones al Fondo del Acuerdo. Los costos de administración del Acuerdo, los gastos de notificación y los honorarios de los abogados así como cualquier pago aprobado por el Tribunal a los Representantes de la Demanda Colectiva provendrá de dicho fondo (Véase la Pregunta 20).

- El Fondo Neto del Acuerdo se encontrará disponible para pagar el reemplazo de los Paneles Colectivos o compensar de otro modo a los Demandantes Colectivos. La mano de obra, los materiales y los paneles solares de reemplazo serán otorgados e instalados por contratistas matriculados aprobados por el Administrador de los Reclamos.
- En el caso de que haya gastos adicionales, tales como permisos de construcción y/o de nuevos inversores, requeridos por la ley para reemplazar su sistema (conforme a su código local de construcción), se le podrá exigir que pague todos esos costos o parte de ellos. Luego de tres años dentro del programa, se realizará una evaluación anual para determinar si hay fondos suficientes para reembolsar parte de los gastos pagados en efectivo o la totalidad de éstos. El reembolso no está garantizado.
- Los paneles solares de reemplazo vendrán con una garantía de fabricación industrial estándar emitida por el fabricante de los paneles solares de reemplazo.
- El servicio de mano de obra se desarrollará con una garantía industrial estándar de parte del contratista contratado para llevar a cabo los trabajos de reemplazo, lo que incluye a cualquier contratista contratado por el Administrador de los Reclamos.
- Podrá optar por usar su propio contratista para el reemplazo (en lugar de un contratista contratado por el Administrador de los Reclamos) para reemplazar los Paneles Colectivos, pero todo el desmonte y la eliminación de los Paneles Colectivos será manejado por el Administrador de los Reclamos. Una vez que los Paneles Colectivos hayan sido desmontados, recibirá un pago de hasta una tasa de \$2,35 por watt quitado, menos los gastos de desmonte y eliminación.

Programa de Reclamos Realizados para la Categoría 2 (No FDK+ Paneles)

Se establecerá un Fondo del Acuerdo separado para los Demandantes Colectivos con Paneles Colectivos que entran en la Categoría 2 (No FDK+ Paneles) (*Véase* la Pregunta 3 anterior). Estos números de modelo tienen un índice de fallas inferior al de los Paneles de la Categoría 1 (FDK+ Paneles). Los Demandados deberán ingresar una suma de hasta \$20 millones en el Fondo del Acuerdo para Reclamos Realizados correspondiente a los reclamos de la Categoría 2 (No FDK+ Paneles), incluyendo los gastos de inspección y de administración y los pagos a los Miembros de la Demanda Colectiva que entran en la Categoría 2.

- Los Demandantes dentro de la Categoría 2 tendrán derecho a una inspección visual gratuita de su sistema de paneles solares BP para identificar si hay paneles con fallas. Si la tasa de fallas del sistema del Demandante excede el 20% (lo que incluye a cualquier otra falla registrada en el pasado), el Demandante tendrá derecho a un reemplazo total de sus Paneles Colectivos.
- Si la inspección no determina que debe haber un reemplazo total, el Demandante recibirá un nuevo inversor con detector de fallas de arco que se instalará sin costo alguno. Una falla de arco es una gran falla de energía que puede ocurrir si estos paneles fallan. La tecnología de detección de fallas de arco se encuentra diseñada para apagar de forma preventiva un sistema que está experimentando una falla de arco, para así impedir que

ocasiona un daño. El Fondo del Acuerdo no se responsabilizará por la garantía, desempeño, mantenimiento o funcionamiento continuo del nuevo inversor (lo que incluye, entre otras, la obligación de examinar o revisar los cierres o fallas del sistema.

- Si un Demandante de la Categoría 2 posee paneles fallados adicionales después de la inspección inicial, podrá realizar reclamos subsecuentes al Acuerdo hasta que el programa termine. Si el reclamo subsecuente demuestra que el índice de fallas ha excedido el 20%, el Demandante tendrá derecho al reemplazo de todos los Paneles Colectivos restantes. Sin embargo, el Demandante Colectivo deberá reembolsar al Acuerdo el costo del nuevo inversor y su instalación antes del reemplazo de los Paneles Colectivos restantes o, si el Demandante Colectivo decide recibir una compensación monetaria, se descontará de dicha compensación el gasto del nuevo inversor y su instalación. En casos extremos, si el Administrador del Reclamo determina que el Demandante ha realizado un reclamo subsecuente sin una base razonable para creer que han ocurrido fallas adicionales en los paneles, el Administrador del Reclamo se reserva el derecho de exigir el reembolso del costo de responder a dicho reclamo.
- El Programa de Reclamos Realizados terminará después de tres años de funcionamiento, o después de que el fondo de \$20 millones se haya acabado, lo que suceda primero. Después de ello, los Demandantes Colectivos de la Categoría 2 conservarán sus derechos preexistentes conforme a su certificado de garantía de BP excepto en lo que respecta a los reclamos presentados al Acuerdo, y podrán reclamar cualquier otro panel fallado conforme al programa de garantía estándar de BP.

Grandes clientes no residenciales

Un Demandante que posea un sistema de paneles solares no residencial con 400 paneles solares o más que incluya a los Paneles Colectivos ("Demandante Colectivo GNR") será invitado a realizar negociaciones comerciales con BP, las cuales serán mediadas por el Administrador del Acuerdo u otro tercero que se acuerde. Si fallan las negociaciones, el Demandante Colectivo GNR podrá optar por salir del Acuerdo, incluso si el período para optar salir del Acuerdo se ha terminado, y el Demandante conservará todos sus derechos conforme al certificado de garantía de BP.

El programa permanecerá abierto hasta al menos durante el año 2017. Encontrará más información disponible, incluido el periodo de reclamo exacto, en un documento denominado Acuerdo de Conciliación, el cual se encuentra disponible en www.BPSolarSettlement.com o mediante su consulta al Administrador de los Reclamos.

CÓMO OBTENER BENEFICIOS

10. ¿Cómo puedo obtener beneficios?

Todos los Demandantes Colectivos deberán presentar un Formulario de Reclamo para recibir beneficios. Si no recibió un Formulario de Reclamo por correo, encontrará Formularios de Reclamo disponibles en www.BPSolarSettlement.com o llamando al 1-844-360-2767. Por favor, presente su Formulario de Reclamo lo antes posible. La prioridad en la planificación estará

basada en el orden en el que los Formularios de Reclamo son recibidos. Por favor, lea las instrucciones cuidadosamente, complete el Formulario de Reclamo y envíelo por correo. Envíe el Formulario de Reclamo a:

BP Solar Panel Settlement
c/o JND Legal Administration
PO Box 6878
Broomfield, CO 80021
Fax: 1-888-533-1637
Email: info@BPSolarSettlement.com
Website: www.BPSolarSettlement.com

11. ¿Cuál es la fecha límite para la presentación de reclamos?

El Administrador de los Reclamos solo podrá comenzar a procesar los reclamos después de que el Tribunal otorgue la aprobación final del Acuerdo y después de que todas las apelaciones hayan sido resueltas (Véase "Audiencia de Equidad" a continuación). Si existen apelaciones, resolverlas puede llevar tiempo. Por favor, tenga paciencia. Una vez que el Acuerdo sea aprobado, el sitio web del Acuerdo será actualizado con las fechas ciertas para estas fechas límites. Asegúrese de revisar el sitio web para obtener actualizaciones periódicamente después de la Audiencia de Equidad del 22 de diciembre de 2016.

Una vez que comience el programa del Acuerdo:

- Los reclamos de la Categoría 1 serán pagados hasta que el Fondo Común se haya gastado. En consecuencia, mientras que no haya una fecha límite firme para los reclamos, si usted posee Paneles de la Categoría 1, es mejor que presente su reclamo rápidamente después de que el programa comience.
- El programa para la Categoría 2 tendrá una duración de 3 años desde su comienzo o hasta que el fondo de \$20 millones sea gastado. En consecuencia, mientras que no haya una fecha límite firme para los reclamos, si usted posee Paneles de la Categoría 2, es mejor que presente su reclamo rápidamente después de que el programa comience.

12. ¿Cuándo recibiré los beneficios?

El programa del Acuerdo comenzará después de que el Tribunal otorgue la aprobación final del Acuerdo y después de que todas las apelaciones hayan sido resueltas (Véase "Audiencia de Equidad" a continuación). Si existen apelaciones, resolverlas puede llevar tiempo. Por favor, tenga paciencia.

13. ¿A qué estoy renunciando si decido seguir siendo parte del Acuerdo Colectivo?

A menos que decida salir o solicitar su exclusión, usted acepta el Acuerdo. Esto le permitirá obtener los beneficios del Acuerdo descrito anteriormente, pero exige que renuncie a su derecho de demandar de forma individual a alguien, lo que incluye, entre otros, a los Demandados, por cualquier reclamo que sea resuelto por este Acuerdo, específicamente, todo reclamo relacionado con presuntas fallas o defectos en la caja de conexión de los Paneles Colectivos, lo que incluye todo daño presunto a una propiedad causado por los Paneles Colectivos. Esto incluye a todos los reclamos relacionados con el diseño, la fabricación, los materiales usados, las evaluaciones realizadas, las advertencias efectuadas, el marketing, la publicidad, la venta, la instalación, las instrucciones, el funcionamiento o cualquier falla en el funcionamiento (incluida la producción de energía o la falta de ahorro o producción de energía), incluyendo todo defecto o reclamos a la garantía, según se lo describe más detalladamente en el Artículo XII del Acuerdo de Conciliación. Sin embargo, los reclamos por lesiones personales son eximidos solo si ocurrieron u ocurren después de que recibió el reemplazo total de sus Paneles Colectivos, o de la instalación de un nuevo inversor con protección contra fallas de arco. Los Demandantes Colectivos de la Categoría 1 renuncian a todos sus derechos de iniciar acciones legales con respecto a cualquiera de estos reclamos en el futuro. Después de que el Programa de Reclamos Realizados termine, los Demandantes Colectivos de la Categoría 2 conservarán sus derechos preexistentes conforme a su certificado de garantía de BP excepto en lo que respecta a los reclamos presentados al Acuerdo, pero renunciarán al derecho de exigir el pronunciamiento de una sentencia colectiva sobre cualquiera de estos reclamos.

El Artículo XII del Acuerdo de Conciliación describe con más detalle los reclamos eximidos, por lo que deberá leerlo cuidadosamente. El Acuerdo de Conciliación se encuentra disponible en línea en www.BPSolarSettlement.com. Si tiene alguna pregunta, puede hablar con los estudios de abogados enumerados en la Pregunta 19 de forma gratuita o, si lo desea, puede hablar con su propio abogado a su costo si tiene preguntas acerca de lo que esto implica.

SOLICITAR SU EXCLUSIÓN DEL ACUERDO

Si no desea recibir los beneficios de este Acuerdo y quiere conservar su derecho de iniciar acciones contra los Demandados o cualquier otra persona acerca de los asuntos a los que esta causa se refiere, deberá tomar las medidas correspondientes para salir de este Acuerdo. Esto se denomina solicitar su exclusión o "salirse" del Acuerdo Colectivo.

14. ¿Cómo logro salir del Acuerdo?

Para solicitar su exclusión o "salirse" del Acuerdo, deberá enviar una carta por correo u otro documento por escrito al Administrador de los Reclamos. Su solicitud deberá incluir:

- Su nombre completo, domicilio actual, número de teléfono y la ubicación de la propiedad en la que sus Paneles Colectivos se encuentran instalados (si difiere de su domicilio actual);

- Una declaración de que usted "quiere ser excluido del acuerdo propuesto en *Allagas v. BP Solar International, Inc.* y que no desea recibir ninguno de los beneficios del Acuerdo".
- Su firma, y
- el nombre y la firma de su abogado (en caso de que sea representado por uno).

Además, por favor envíe la siguiente información, si la conoce, junto con su solicitud para salirse del acuerdo:

- Los números de modelo y/o los números de serie de sus Paneles Colectivos;
- La fecha de compra o de instalación de sus Paneles Colectivos; y
- La cantidad de Paneles Colectivos que posee.

Deberá enviar por correo su solicitud de exclusión **matasellada a más tardar el 28 de noviembre de 2016 a:**

**BP Solar Panel Settlement
c/o JND Legal Administration
PO Box 6878
Broomfield, CO 80021**

15. Si no decido excluirme del Acuerdo, ¿puedo accionar contra los Demandados por el mismo motivo después?

No. Al menos que solicite su exclusión, renuncia al derecho de demandar a alguien, lo que incluye, entre otros, a los Demandados, por los reclamos que este Acuerdo resolverá. Véase la Pregunta 13 para consultar una descripción de los reclamos a los que se debe renunciar al decidir quedarse en el Acuerdo.

16. Si decido excluirme, ¿aún puedo obtener beneficios?

No. No obtendrá beneficios si decide solicitar su exclusión del Acuerdo.

OBJETAR EL ACUERDO

17. ¿Cómo le informo al Tribunal si no estoy conforme con el Acuerdo?

Si usted es un Demandante Colectivo y no decide salirse del Acuerdo, podrá hacer objeciones a éste si no está conforme con alguna parte de él. El Tribunal tendrá su opinión en cuenta. Para realizar una objeción, deberá presentar una carta que incluya lo siguiente:

- Su nombre completo, domicilio actual, número de teléfono y la ubicación de la propiedad en la que sus Paneles Colectivos se encuentran instalados (si difiere de su domicilio actual);

- Una declaración bajo delito de perjurio de que es el propietario actual de los Paneles Colectivos;
- La fecha o fechas de compra e instalación de los Paneles Colectivos;
- Los números de modelo y/o los números de serie de sus Paneles Colectivos;
- Las razones por las que realiza una objeción al Acuerdo, junto con documentación respaldatoria;
- Si tiene la intención de presentarse en la Audiencia de Equidad (*Véase* la Pregunta 21);
- Su firma, y
- el nombre y la firma de su abogado (en caso de que sea representado por uno).

Deberá enviar por correo su objeción, **matasellada a más tardar el 28 de noviembre de 2016**, a los siguientes domicilios:

United States District Court Northern District of California 450 Golden Gate Avenue, Box 36060 San Francisco, CA 94102-3489 A la atención de: BP Solar Settlement (Judge Illston)	BP Solar Panel Settlement c/o JND Legal Administration PO Box 6878 Broomfield, CO 80021
Loeff Cabraser Heimann & Bernstein, LLP A la atención de: BP Solar Panel Settlement 275 Battery St, 29th Fl San Francisco, CA 94111	Arnold & Porter LLP Matthew T. Heartney 777 South Figueroa Street, 44th Floor Los Angeles, CA 90017

18. ¿Cuál es la diferencia entre objetar el Acuerdo y solicitar mi exclusión de éste?

Objetar el Acuerdo es simplemente informarle al Tribunal que no está conforme con algo de éste. Solo podrá realizar una objeción si no se excluye del Acuerdo Colectivo. Solicitar su exclusión es decirle al Tribunal que no quiere ser Demandante Colectivo ni parte del Acuerdo. Si decide solicitar su exclusión, no tendrá base para objetar el Acuerdo porque la causa ya no lo afectará.

LOS ABOGADOS QUE LO REPRESENTARÁN

19. ¿Tengo un abogado en esta causa?

Sí, el Tribunal ha designado los siguientes abogados para representar a todos los Demandantes Colectivos y actuar como "Abogados de la Demanda Colectiva":

Birka-White Law Offices 65 Oak Court Danville, CA 94526 Teléfono: (925) 362-9999 Facsímil: (925) 362-9970	Lief Cabraser Heimann & Bernstein, LLP 275 Battery St, 29th Fl San Francisco, CA 94111 Teléfono: (415) 956-1000 Facsímil: (415) 956-1008
---	--

No se le cobrará por contactar a estos abogados. Si desea que su propio abogado lo represente, podrá contratar a uno a su exclusivo cargo.

20. ¿Cómo se le pagará a los Abogados?

Los Abogados de la Demanda Colectiva le solicitarán al Tribunal un monto de honorarios de hasta \$11 millones, más el reembolso de los correspondientes costos y gastos por hasta \$600.000, lo que arroja un total de \$11.6 millones. De esa suma, \$9.6 millones serán abonados con el Fondo Común y \$2 millones serán abonados con el Fondo del Acuerdo para Reclamos Realizados. (Los \$2 millones abonados con el Fondo del Acuerdo para Reclamos Realizados son aparte del monto máximo de \$20 millones que los Demandados contribuirán para pagar los Beneficios del Acuerdo para los reclamos de la Categoría 2).

El Tribunal decidirá el monto que será otorgado en concepto de gastos y honorarios de los abogados. Además, los Abogados de la Demanda Colectiva solicitarán un incentivo por servicios a ser abonado a cada uno de los Representantes de la Demanda Colectiva, por sus servicios a la Demanda Colectiva de la siguiente forma: \$7.500 (para cada uno) a Michael Allagas, Arthur Ray y Brett Mohrman del Fondo Común del Acuerdo, y \$3.500 a Brian Dickson del Fondo del Acuerdo para Reclamos Realizados.

AUDIENCIA DE EQUIDAD

El Tribunal celebrará una audiencia para decidir si aprobará el Acuerdo y cualquier solicitud de honorarios y gastos. Puede asistir a la audiencia y pedir permiso para hablar, pero no es necesario hacerlo.

21. ¿Cuándo y dónde decidirá el Tribunal aprobar el Acuerdo?

El Tribunal celebrará la Audiencia de Equidad el jueves, 22 de diciembre de 2016 a las 03:00 p.m. en 450 Golden Gate Avenue, Sala 1, 17° piso, San Francisco, CA 94102. La audiencia puede ser movida por el Tribunal a una fecha u horario diferente sin enviarle otra notificación por correo, por lo que es una buena idea revisar el sitio web www.BPSolarSettlement.com o llamar al 1-844-360-2767 para obtener novedades sobre la audiencia. En dicha audiencia, el Tribunal considerará si el acuerdo es justo, razonable y adecuado. Si existen objeciones, el Tribunal las considerará y escuchará a las personas que han solicitado permiso para hablar durante la audiencia. El Tribunal también podrá decidir cuánto se le abonará a los Abogados de la Demanda Colectiva. La petición de honorarios y gastos de los abogados y de los incentivos por servicio para los Representantes de la Demanda Colectiva serán publicados en www.BPSolarSettlement.com. Luego de la audiencia, el Tribunal decidirá si aprobará el Acuerdo. No sabemos cuánto demorará esta decisión.

22. ¿Debo asistir a la audiencia?

No. El Abogado de la Demanda Colectiva responderá todas las preguntas que el Tribunal pueda tener, pero será bienvenido si desea asistir a su propio costo. Si envía una objeción, no necesita venir al Tribunal para hablar sobre ella. También podrá contratar a un abogado propio para que asista a la audiencia, pero ello no es necesario.

23. ¿Puedo hablar en la audiencia?

Puede solicitarle al Tribunal permiso para hablar en la Audiencia de Equidad. Si ha realizado una objeción al Acuerdo y tiene la intención de solicitar permiso para hablar en la audiencia, debe incluir dicha solicitud en su objeción por escrito (*Véase* la Pregunta 17).

CÓMO OBTENER MÁS INFORMACIÓN

24. ¿Dónde puedo obtener información adicional?

Esta notificación sintetiza el Acuerdo propuesto. Existe más información disponible en el Acuerdo de Conciliación. Podrá obtener una copia del Acuerdo de Conciliación o del Formulario de Reclamo en:

www.BPSolarSettlement.com

También podrá escribirle con sus consultas a:

**BP Solar Panel Settlement
c/o JND Legal Administration
PO Box 6878
Broomfield, CO 80021**

O llame al número gratuito: **1-844-360-2767**.

EXHIBIT B

Subject: BP Solar Panel Settlement – Important Court-Ordered Notice

Dear [Recipient (as identified in data provided by parties for List of Potential Class Members)],

You have been identified as a potential Class Member in the BP Solar Panel Settlement. You may be entitled to replacement solar panels and/or a new inverter under the terms of the settlement. Please review the [Long Form Notice](#) carefully. Your legal rights are affected even if you do nothing. Additional information and a Claim Form is available at www.BPSolarSettlement.com.

You also may write with questions to:

BP Solar Panel Settlement
c/o JND Legal Administration
PO Box 6878
Broomfield, CO 80021
Toll-Free: 1-844-360-2767

Para una notificación en Español, llamar 1-844-360-2767 o visitar www.bpsolarsettlement.com.

The United States District Court, Northern District of California has ordered this email notice to be sent. If you wish to UNSUBSCRIBE from future email messages from the Independent Claims Administrator with regard to this settlement, please click on this link: [Click here to unsubscribe](#).

EXHIBIT C



Smith
82 Maple Ln
Blairstown, NJ 07825

September 14, 2016

BP Solar Panel Settlement
c/o JND Legal Administration
PO Box 6878
Broomfield, CO 80021-6878

Claims Administrator;

I wish to be excluded from the Settlement of *Allagas v. BP Solar International, Inc.* and receive none of the benefits of the settlement.. My information is as follows;

Art Smith
82 Maple Ln
Blairstown, NJ 07825
908-362-6664

Our original panels were SX160B's or SX170B's (I don't remember) and BP has already recalled and replaced all of them at their cost. We had 42 panels. Our original panels were installed in 2006 or 2007. I see no reason for this to have gone to a class action.

Very truly yours.

Art Smith

cc;

United States District Court
Northern District of California
450 Golden Gate Ave, Box 36060
San Francisco, CA 94102-3489
Attn: BP Solar Settlement (Judge Illston)

BPS900001



Smith
82 Maple Ln
Blairstown, NJ 07825

September 14, 2016

BP Solar Panel Settlement
c/o JND Legal Administration
PO Box 6878
Broomfield, CO 80021-6878

Claims Administrator;

I wish to be excluded from the Settlement of *Allagas v. BP Solar International, Inc.* and receive none of the benefits of the settlement.. My information is as follows;

Lorrie Smith
82 Maple Ln
Blairstown, NJ 07825
908-362-6664

Our original panels were SX160B's or SX170B's (I don't remember) and BP has already recalled and replaced all of them at their cost. We had 42 panels. Our original panels were installed in 2006 or 2007. I see no reason for this to have gone to a class action.

Very truly yours.

Lorrie Smith

cc;

United States District Court
Northern District of California
450 Golden Gate Ave, Box 36060
San Francisco, CA 94102-3489
Attn: BP Solar Settlement (Judge Illston)

This document contains confidential information and is intended only for the individual named. If you have received this document by mistake, please notify the sender immediately by e-mail at [redacted] or by phone at [redacted]. This document is not to be distributed outside the intended recipient's organization. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system.

BPS900002

9/24/2016

RE: BP SOLAR PANEL SETTLEMENT
TO: CLAIMS ADMINISTRATOR
FROM: NICHOLAS JON MEYER

I WISH TO BE EXCLUDED FROM THE
PROPOSED CLASS IN ALLAGAS V. BP SOLAR
INTERNATIONAL, INC., AND RECEIVE NONE
OF THE BENEFITS OF THE SETTLEMENT.

IN 2013, I REACHED A PRIVATE SETTLEMENT
WITH BP SOLAR, WHEREIN MY BP PANELS
WERE RETURNED TO BP AND NEW PANELS
INSTALLED. I REMAIN SATISFIED WITH
THIS SETTLEMENT AND DO NOT BELIEVE I
AM ENTITLED TO ANY FURTHER BENEFIT.

SINCERELY,

Nicholas J. Meyer
922 BUCKSKIN ROAD
ANGELS CAMP, CA 95222
(209) 785-9066

September 27, 2016

United States District Court
Northern District of California
450 Golden Gate Avenue, Box 36060
San Francisco CA 94102-3489
Attn: BP Solar Settlement (Judge Illston)

RECEIVED OCT 04 2016

Dear Hon. Judge Illston,


In October 2005, I bought 40 defective BP solar panels that were supposed to be warranted for 25 years, for the grand sum of \$33,466.40 AFTER THE REBATE. I really fell for the hype of trying to help the environment, and I also had to save money (I'm retired and my income is fixed.) Shortly after the installation, some of the panels went on fire. The installer changed them, under the terms of the warranty. A couple of years after that, slowly but surely, my solar system failed again.

As I was unable to reach my installer (phone disconnected, no forwarding number), Home Depot (said they wouldn't help me), and BP Solar Warranty (offered me \$200 for one panel they claimed was the problem and told me I'd give up my rights to pursue the matter any further if I accepted their offer), I called a local REPUTABLE company, Renova Solar. Renova Solar inspected my system and said it had failed and that it wasn't worth fixing. So, I leased a new system from Renova Solar, and gave my old BP solar system, with full disclosure that it was defective, to "Habitat for Humanity."

So Judge, I ask you.....

Should I be excluded from the BP settlement because I wanted to continue to help our environment and I couldn't afford to pay Southern California Edison their outrageous charges for 10 or more years while waiting for the wheels of "justice" to turn?

Respectfully,



Richard E. Fearn
589 N. Monterey Road
Palm Springs, CA 92262

cc: JND Legal Administration
Lieff Cabraser Heimann & Bernstein, LLP
Arnold & Porter, LLP

Richard E. Fearn
589 N. Monterey Rd.
Palm Springs, CA USA 92262

SA BERNARDINO CA 925

28 SEP 2016 PM 5 U



BP Solar Panel Settlement
c/o JND Legal Administration
PO Box 6878
Broomfield, CO USA 80021-0015

OCT 04 2016
11:14A

80021-001578



1 Robert J. Nelson (State Bar No. 132797)
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11 65 Oak Court
Danville, CA 94526
12 Telephone: (925) 362-9999
Facsimile: (925) 362-9970
13

14 Attorneys for Individual and Representative
15 Plaintiffs Michael Allagas, Arthur Ray, and
Brett Mohrman, and the Proposed Class

16 **UNITED STATES DISTRICT COURT**

17 **NORTHERN DISTRICT OF CALIFORNIA**

18
19 MICHAEL ALLAGAS, ARTHUR RAY and)
BRETT MOHRMAN, on behalf of)
20 themselves and all others similarly situated,)
Plaintiff,)

Case No. 3:14-cv-00560-SI

21
22 vs.)

DECLARATION OF JEANNE C. FINEGAN,
APR, CONCERNING IMPLEMENTATION
AND ADEQUACY OF NOTICE PROGRAM

23 BP SOLAR INTERNATIONAL, INC.,)
HOME DEPOT U.S.A., INC. and DOES 1-)
24 10, inclusive,)
25 Defendant)

1 I, JEANNE C. FINEGAN declare as follows:

2 **INTRODUCTION**

3 1. I am President and Chief Media Officer of HF Media, LLC, Inc. (“HF”) a
4 division of Heffler Claims Group which specializes in the design and implementation of court
5 approved legal notice programs. This Declaration is based upon my personal knowledge as well
6 as information provided to me by my associates and staff, including information reasonably
7 relied upon in the fields of advertising media and communications.

8 2. My team and I were appointed by the Court on September 2, 2016, to implement
9 certain components of the legal notice program (the “Notice Program”) in this matter. The
10 robust program adopted and approved by the Court was designed with a modern approach to
11 notice included traditional, online, mobile and social media, and is highly targeted and well-
12 designed to reach class members.

13 3. This Notice Program was designed to inform class members of the proposed
14 class action Settlement between plaintiffs and Defendants. As described in the Class Settlement
15 Agreement the Class (“Class”), is defined follows:

16 All persons or entities in the United States (a) who purchased Class Panels for
17 initial installation on a property or who purchased properties on which Class
18 Panels had first been installed, and (b) who currently own some or all of those
19 Panels. Excluded from the Class are: (1) Defendants, any entity in which
20 Defendants have a controlling interest, and their legal representatives, officers,
21 directors, employees, assigns and successors; (2) the United States government
22 and any agency or instrumentality thereof; (3) the judge to whom this case is
23 assigned and any member of the judge’s immediate family; and (4) persons who
24 timely and validly opt to exclude themselves from the Settlement Class.

25 4. I submit this Declaration in order to provide the Court and the parties to the
26 Action a report regarding the successful implementation of the Notice Program as it relates to
27 the Publication and Internet/Media Notice portion (herein referred to for simplicity as “Media
28 Notice”), and regarding the overall reach of the Notice Program

5. In compliance with this Court’s Order Granting Plaintiffs’ Unopposed Motion
for Preliminary Approval of Class Settlement (“Order”), dated September 2, 2016, the press

1 release was issued on September 8, 2016 and the Media Notice program commenced on
2 September 22, 2016 and was completed in compliance with the Order on October 24, 2016.

3 6. This Declaration explains how this comprehensive and robust Media Notice
4 program¹, is consistent with, and indeed exceeds, other similar court-approved best notice
5 practicable notice programs. In fact, post analysis of the media delivery, including print and
6 internet banner ads, actually exceeded our original projections to reach an estimated 85 percent
7 of homeowners nationwide and 87 percent of California homeowners, the target audience, i.e.,
8 the Class Members with an average frequency of 3.1 times.

9 **QUALIFICATIONS**

10 7. A comprehensive description of my credentials and experience that qualify me to
11 provide expert opinions on the adequacy of class action notice programs was previously filed
12 with this Court on August 12, 2016. In summary, I have served as an expert, directly
13 responsible for the design and implementation of hundreds of class action notice programs,
14 including Federal Trade Commission Enforcement actions, some of which are the largest and
15 most complex programs ever filed in both the United States and in Canada.

16 8. Further, I have been at the forefront of modern notice, integrating new media and
17 social media into court approved legal notice programs such as *In re: Blue Buffalo Marketing*
18 *and Sales Practices Litigation*, No. 14-md-02562-RWS (ED Mo. 2016), *In re: TracFone*
19 *Unlimited Service Plan Litigation*, No. C-13-3440 EMC (N.D.CA 2015), *In re: Reebok*
20 *Easytone Litigation*, No. 10-CV-11977 (D. MA.), and *In re: Skechers Toning Shoes Products*
Liability Litigation, No. 3:11-MD-2308-TBR (W.D. Ky. 2012).

21 9. As further reference, in evaluating the adequacy and effectiveness of my notice
22 programs, courts have repeatedly recognized my work as an expert. For example, in:

- 23 (a) ***In re: Skechers Toning Shoes Products Liability Litigation*, No. 3:11-**
24 ***MD-2308-TBR (W.D. Ky. 2012). In his order granting the Motion for***
25 ***Settlement, the Honorable Thomas B. Russell stated:***

26 ¹ Approximately 12 to 18 months after the completion of this notice program, a similar reminder notice campaign
27 will be implemented in an effort promote the highest degree of class participation for those who may not have filed a
28 claim during the first round of notice. This supplemental notice is very likely to further increase the reach of this
program.

1 ... The comprehensive nature of the class notice leaves little doubt that,
2 upon receipt, class members will be able to make an informed and
3 intelligent decision about participating in the settlement.

4 (b) **Brody v. Merck & Co., Inc., et al**, No. 3:12-cv-04774-PGS-DEA (N.J.)
5 (*Jt Hearing for Prelim App, Sept. 27, 2012, transcript page 34*). During
6 the Hearing on Joint Application for Preliminary Approval of Class
7 Action, the Honorable Peter G. Sheridan praised Ms. Finegan, noting:

8 Ms. Finegan did a great job in testifying as to what the class administrator
9 will do. So, I'm certain that all the class members or as many that can be
10 found, will be given some very adequate notice in which they can perfect
11 their claim.

12 (c) **DeHoyos, et al. v. Allstate Ins. Co.**, No. 01-CA-1010 (W.D.Tx.). In the
13 Amended Final Order and Judgment Approving Class Action Settlement,
14 the Honorable Fred Biery stated:

15 [T]he undisputed evidence shows the notice program in this case was
16 developed and implemented by a nationally recognized expert in class
17 action notice programs. ... This program was vigorous and specifically
18 structured to reach the African-American and Hispanic class members.
19 Additionally, the program was based on a scientific methodology which is
20 used throughout the advertising industry and which has been routinely
21 embraced routinely [sic] by the Courts.

22 (d) *And in Stern v. AT&T Mobility Wireless*, No. 09-cv-1112 CAS-AGR
23 (C.D.Cal.). In the Final Approval Order, the Honorable Christina A.
24 Snyder stated:

25 [T]he Court finds that the Parties have fully and adequately effectuated the
26 Notice Plan, as required by the Preliminary Approval Order, and, in fact,
27 have achieved better results than anticipated or required by the
28 Preliminary Approval Order.

10. Other examples include:

1 (a) *Gemelas v. The Dannon Company, No. 1:08-cv-00236 (N.D. Ohio, E.*
2 *Div.). In the Judgment, Final Order, and Decree, Judge Dan Aaron*
3 *Polster approved the notice program, stating:*

4 In accordance with the Court’s Preliminary Approval Order and the Court-
5 approved notice program, the Class Action Settlement Administrator
6 caused the Class Notice to be distributed on a nationwide basis in
7 magazines and newspapers (with circulation numbers exceeding 81
8 million) specifically chosen to reach Class Members. In addition, the
9 Settlement was widely publicized using Internet banner ads, press
10 releases, audio news releases, via a Settlement Website, and through a toll-
11 free number. ... The Declaration of Jeanne C. Finegan [sic], attesting to
12 the dissemination of the Class Notice, demonstrates compliance with this
13 Court’s Preliminary Approval Order. ... The distribution of the Class
14 Notice constituted the best notice practicable under the circumstances, and
15 fully satisfied the requirements of Federal Rule of Civil Procedure 23, the
16 requirements of due process, 28 U.S.C. 1715, and any other applicable
17 law.

14 11. A comprehensive description of my credentials and experience that qualify me to
15 provide expert opinions on the adequacy of class action notice programs is attached as
16 Exhibit A.

17 **NOTICE PROGRAM SUMMARY**

18 12. In compliance with the Court’s Order the Notice Program in this case included
19 the following components:

- 20 • Direct mail notice by first-class U.S. mail and e-mail to reasonably identifiable
21 Class Members;
- 22 • Third-party direct mail outreach notice to individuals known to have purchased
23 solar panel equipment;
- 24 • Third-party outreach to renewable energy and solar associations;
- 25 • CAFA Notice to appropriate state and federal government officials;
- 26 • Publication of a short-form notice (“Summary Notice”) in nationally circulated
27 consumer magazines and trade publications, with Spanish sub-headlines;
- 28 • Publication of the Summary Notice in newspapers where the heaviest
concentration of solar panels are reported with Spanish sub-headlines;

- 1 • Online display banner advertising specifically targeted to reach class members²;
- 2
- 3 • Mobile and App advertising specifically targeted to reach class members;
- 4 • A multimedia press release;
- 5 • Social Media through Facebook and LinkedIn;
- 6 • Native Advertising on premium internet properties;
- 7 • An informational website (www.BPSolarSettlement.com) on which the notices and other important Court documents are posted, established by the Independent Claims Administrator (“ICA”); and
- 8 • A toll-free information line established by the ICA.
- 9

10 **DIRECT NOTICE**

11 13. As described in my first declaration the ICA was responsible for the direct notice
12 via U.S. mail and e-mail to all known Class Members. Complete details of that effort are found
13 in the declaration of Jennifer Keough submitted concurrently herewith.

14 **CAFA NOTICE**

15 14. In compliance with the Class Action Fairness Act (“CAFA”), 28 U.S.C. §1715(b)
16 Heffler Claims Group, LLC provided notice of the proposed settlement. On August 22, 2016,
17 Heffler served a CAFA Notice and accompanying enclosures by First Class U.S. Mail to all 50
18 state Attorneys General, the U.S. Attorney General and appropriate state and federal government
19 officials. Attached as Exhibit B is the signed CAFA Letter.

20 **TARGET AUDIENCE DEFINITION**

21 15. The solar panels have both a residential and business application, and based on
22 the research and analysis described above, for this outreach effort, we are using two appropriate
23 target audience media definitions: 1) “Homeowners with a household income of over \$75,000;
24 and, 2) Business Owners.” The homeowner definition casts a broad net and will include
25 individuals who may have responsibilities such as school administrators, facilities managers or
26 real estate management. Appropriately, the program measurement reports nationwide reach and

27 ² As clarification, the Notice Program Summary in the Preliminary Declaration filed on August 12, 2016 included an
28 erratum reference to banner ads appearing in Spanish.

1 the heavier media consideration to those California markets where a majority of solar panels are
2 found. Accordingly, this program reached an estimated 85 percent of homeowners nationwide
3 with a HHI of \$75,000 or greater. In the California locations where heavy concentration of solar
4 equipment is located, the addition of local newspaper in 12 key markets increases the overall
5 reach to 87 percent³. Further, this highly effective program also reached 80 percent of all
6 Business Owners nationwide, and 82 percent of business owners in the California markets
7 referenced above.

8 MEDIA NOTICE

9
10 16. In compliance with the Court's Order, the Summary Notice was published once in
11 the magazines listed below. All Summary Notices appeared in English and carried Spanish sub-
12 headlines. Attached as Exhibit C are proofs of publication.



15 A half-page, black and white ad was published once in *Better Homes & Gardens* on
16 October 18, 2016. BH&G has an estimated circulation of 7,624,910.



18
19 A half-page, black and white ad was published once in *Family Handyman* on October 11,
20 2016. Family Handyman has a circulation of 1,150,140.



22
23 A half-page, black and white ad was published once in *People Magazine* on October 14,
24 2016. People Magazine has an estimated circulation of 3,469,098.



27
28 ³ Newspaper market coverage estimates are provided by Scarborough Research.

1 A half-page, black and white ad was published once in *Sports Illustrated* on October 19,
2 2016. *Sports Illustrated's* circulation is 3,044,430.



5 A half-page, black and white ad was published once in *National Geographic* on October
6 25, 2016. National Geographic has a circulation of 3,404,745.

7
8

The logo for Sunset Magazine, featuring the word "Sunset" in a large, red, cursive script font.

9 A half-page, black and white ad was published once in *Sunset Magazine* on October 21,
10 2016. *Sunset Magazine* has a circulation of 1,262,587.

11
12 Combined, these magazines have a circulation of over 22,031,700, with over 133,335,000
13 readers.

14
15

NATIONALLY DISTRIBUTED NEWSPAPER

16

The New York Times

17
18 17. *The New York Times* has a nationwide circulation of 2,101,611. Here, a ¼-page
19 black and white, summary notice was published on September 27, 2016.

20

THE WALL STREET JOURNAL

21
22 18. *The Wall Street Journal* has a nationwide circulation of more than 2,378,827. A
23 ¼-page black and white, summary notice was published in the main news section on September
24 27, 2016. Attached as Exhibit D are proofs of publication for both newspapers.

25

LOCAL NEWSPAPER

26
27 19. Newspapers were added in key markets in CA with highest solar installation and
28 incentive amounts per California Solar Statistics. In total, the newspapers selected for this plan

1 have a circulation of over 1,499,700. Newspaper Notices appeared in English and carried
 2 Spanish sub-headlines. Attached as Exhibit E are proofs of publication.

Title	Circulation	Language	Issue Date
<i>La Opinion (Hispanic)</i>	42,120	Spanish	9/26/16
<i>Los Angeles Times</i>	469,309	English	9/29/16
<i>Sacramento Bee</i>	148,076	English	9/30/16
<i>San Diego Union-Tribune</i>	193,379	English	9/30/16
<i>San Francisco Chronicle</i>	167,602	English	9/30/16
<i>San Jose Mercury News</i>	163,140	English	9/30/16
<i>Santa Barbara News-Press</i>	23,658	English	9/30/16
<i>Santa Rosa Press Democrat</i>	46,090	English	9/28/16
<i>The Desert Sun</i>	23,368	English	9/30/16
<i>The Bakersfield Californian</i>	29,260	English	9/25/16
<i>The Fresno Bee</i>	66,107	English	9/29/16
<i>The Orange County Register</i>	127,597	English	9/30/16

TRADE PUBLICATIONS


15 20. A full-page ad was published in *Building Operating Management* in the October
 16 1, 2016 issue.

17 21. An online display ad of the full notice was published in *School Administrator* in
 18 the October electronic issue beginning on October 1, 2016. Attached as Exhibit F are proofs of
 19 publication.

INTERNET

22 22. In compliance with the Court's Order, over 122,888,000 impressions (internet
 23 banner ads⁴) were served across more than 48,000 web properties. The program utilized online
 24 inventory from: *AOL*, *Conversant*, *Yahoo*, and *Xaxis*. Screen shots from the various properties
 25 are attached as Exhibit G.

27 23. Importantly, the Banner ads provided information for visitors to self-identify

28 ⁴ Online banner ads carried the *AdChoices*⁴  icon, where available, as an additional layer of choice and privacy.

1 themselves as potential Class Members, where they may “click” on the banner and then link
2 directly to the official website for more information and where they may register online, file a
3 claim, or seek additional information including frequently asked questions and important court
4 deadlines and documents.

5
6 **GOOGLE AD WORDS**

7 24. In compliance with the Court’s Order, GoogleAd Words and key search terms
8 were used. As browsers keyed in various terms, including BP Solar, Solar Panel, Solar Panel
9 installation, Green Home, Energy Efficient Home, Sustainable Energy, links appeared on the
10 search result pages.

11 **SOCIAL MEDIA**

12 25. HF Media also published Facebook advertising in the form of News Feed ads
13 and display ads targeting homeowners and people who have liked or expressed an interest in
14 Solar Panels. Banner ads appeared across Facebook desktop newsfeeds and Mobile app.⁵

15 26. Further, banner ads appeared on LinkedIn, specifically aimed at small business
16 owners, real estate professionals and school administrators, among others. Attached as Exhibit
17 H are screen shots of the social media ads.

18 **NATIVE ADVERTISING**

19 27. Additionally, Native Ads were used as part of the online effort. Native ads were
20 developed with units/formats that match form and function of the platform on which they
21 appear. Each ad linked users to the official Website. Attached as Exhibit I are Native screen
22 shots as they appeared on various web pages.

23 **MOBILE MEDIA**

24 28. Given the enormous popularity and penetration of smartphones, coupled with the
25 fact that up to 82 percent of this target audience uses a Smartphone and/or tablet to go online,
26

27 ⁵ Due to a production oversight, ads did not appear on the Facebook Network Instagram placement. This had no
28 effect on final program reach or adequacy.

1 this outreach effort included mobile banner advertising on mobile websites and apps that index
 2 high with homeowners, business owners, property managers, and people with a known interest
 3 in home improvement and renovation. Consistent with our outreach strategy, mobile banner ads
 4 were served across a premium network of mobile websites and apps, where class members
 5 could “click” on the banner and then link directly to the official website for more information
 6 and where they may register online, file a claim, or seek additional information including
 7 frequently asked questions and important court deadlines and documents.

8 **THIRD PARTY DIRECT MAIL AND OTHER OUTREACH**

9 29. In compliance with the Court’s Order, the Summary Notice was mailed to over
 10 6,000 Solar Power Product Buyers in California, New Mexico and Oregon⁶. Upon completion of
 11 the mailing, approximately 59 were delivered to the ICA as undeliverable. I am informed by the
 12 ICA, that after conducting further address research, new addresses were obtained and then re-
 13 mailed to 58 contacts..

14 30. Additionally, in compliance with the Court’s Order, a cover letter and Summary
 15 Notice were mailed to 11 Solar and Energy organizations asking these entities to further
 16 distribute news of the Settlement to their constituents and members. A copy of the letter and
 17 summary notice is attached as Exhibit J.

18 Solar and Energy Organizations	
19 SEIA	Clean Energy Authority
20 CAL SEIA	California Public Utilities Commission
21 Vote Solar	Consumer Energy Center
Solar Tech	Go Solar California
American Solar Energy Society	Solar Oregon
22 Solar Today	

24 **PRESS RELEASE**

25 31. In compliance with the Court’s Order, A multimedia news release (“MNR”) was
 26 issued over PR Newswire’s US1 newswire on September 8, 2016 at 9:17 a.m. ET. Additionally,
 27

28 ⁶ The marketing data is derived from county records reporting solar transaction history.

1 the press release was issued to utilities, solar power and residential real estate journalists.
2 Further, an email distribution was issued on October 21, 2016 to over 50 blog editors whose
3 editorial focus is on clean energy and solar power. A copy of the MNR and email distribution is
4 attached as Exhibit K.

5 6 **MEDIA MONITORING**

7 32. HF Media actively monitored various media channels for subsequent news
8 articles and various social mentions as a result of the press release efforts. HF Media monitored
9 various news outlets for the resulting news stories and mentions. Over 240 news outlets reported
10 on the settlement. Additionally, the class settlement MNR has received 11,080 views to date.
11 Attached as Exhibit L is a graphical report on the news pick up along with a detailed list of the
12 outlets covering the Settlement.

13 14 **OFFICIAL SETTLEMENT WEBSITE**

15 33. The ICA established at www.BPSolarSettlement.com to enable potential Class
16 Members to get information about the Settlement and obtain and/or submit a Claim Form. The
17 website served as a “landing page for the banner advertising,” where Class Members may
18 continue to obtain further information about the class action, their rights, download claim forms
19 and related information, including the Settlement Agreement, Court Orders, and Plaintiff’s
20 Motion for Approval of Fees, Expenses, and Incentive Awards. The website address will be
21 prominently displayed in the publication notice and is accessible 24-hours a day, 7-days a week.
22 As of October 31, 2016 over 70,000 users have visited the Settlement website, with nearly 60
23 percent of the web traffic visits originating from a mobile device, approximately 24 percent
24 originating from a desktop and over 16 percent originating from a tablet. Additional details
25 concerning the website traffic is found in the declaration of Jennifer Keough.

26 **TOLL FREE INFORMATION LINE**

27 34. Pursuant to the Settlement Agreement, the ICA established and is maintaining a
28

1 24-hour toll-free telephone line where callers may obtain information about the class action.
2 Complete details of the call center activities is found in the declaration of Jennifer Keough.

3 **CONCLUSION**

4
5 35. In my opinion, the robust outreach efforts described above reflect a particularly
6 appropriate, highly targeted and contemporary way to employ notice to this class, which
7 exceeded our original audience reach estimates. Through a multi-media channel approach to
8 notice, an estimated 85 percent of targeted class members are calculated to have been reached
9 by the media program alone, on average, 3.1 times. In my opinion, the efforts used in this
10 notice program are of the highest modern communication standards, which are reasonably
11 calculated to provide notice that is not only consistent, but exceed best practicable court
12 approved notice programs in similar matters which are consistent with the Federal Judicial
13 Center's guidelines concerning appropriate reach.

14 36. I declare under the penalty of perjury under the laws of the United States of
15 America that the foregoing is true and correct. Executed on November 2, 2016 in Tigard,
16 Oregon.

17
18 

19 _____
20 Jeanne C. Finegan, APR

Exhibit A



JEANNE C. FINEGAN, APR

BIOGRAPHY



Jeanne Finegan, APR, is President and Chief Media Officer of HF Media, LLC. (a division of Heffler Claims Group), named by *Diversity Journal* as one of the “Top 100 Women Worth Watching,” has more than 30 years of communications and advertising experience and is a distinguished legal notice and communications expert. During her tenure, she has planned and implemented hundreds of high profile, complex legal notice communication programs. She is a recognized notice expert in both the United States and in Canada, with extensive international notice experience spanning more than 140 countries and over 40 languages.

Ms. Finegan has lectured, published and has been cited extensively on various aspects of legal noticing, product recall and crisis communications. She has served the Consumer Product Safety Commission (CPSC) as an expert to determine ways in which the Commission can increase the effectiveness of its product recall campaigns. Further, she has planned and implemented large-scale government enforcement notice programs for the Federal Trade Commission (FTC) and the Securities and Exchange Commission (SEC).

Ms. Finegan is accredited in Public Relations (APR) by the Universal Accreditation Board, which is a program administered by the Public Relations Society of America (PRSA), and has served on examination panels for APR candidates. Additionally, she has served as a judge for prestigious PRSA awards.

Ms. Finegan has provided expert testimony before Congress on issues of notice, and expert testimony in both state and federal courts regarding notification campaigns. She has conducted numerous media audits of proposed notice programs to assess the adequacy of those programs under Fed R. Civ. P. 23(c)(2) and similar state class action statutes.

She was an early pioneer of plain language in notice (as noted in a RAND study,¹) and continues to set the standard for modern outreach as the first notice expert to integrate social and mobile media into court approved legal notice programs.

In the course of her class action experience, courts have recognized the merits of, and admitted expert testimony based on, her scientific evaluation of the effectiveness of notice plans. She has designed legal notices for a wide range of class actions and consumer matters that include product liability, construction defect, antitrust, medical/pharmaceutical, human rights, civil rights, telecommunication, media, environment, government enforcement actions, securities, banking, insurance, mass tort, restructuring and product recall.

¹ Deborah R. Hensler et al., CLASS ACTION DILEMMAS, PURSUING PUBLIC GOALS FOR PRIVATE GAIN. RAND (2000).

JUDICIAL COMMENTS AND LEGAL NOTICE CASES

In evaluating the adequacy and effectiveness of Ms. Finegan's notice campaigns, courts have repeatedly recognized her excellent work. The following excerpts provide some examples of such judicial approval.

In re: Skechers Toning Shoes Products Liability Litigation, No. 3:11-MD-2308-TBR (W.D. Ky. 2012). In his Final Order and Judgement granting the Motion for Preliminary Approval of Settlement, the Honorable Thomas B. Russell stated:

... The comprehensive nature of the class notice leaves little doubt that, upon receipt, class members will be able to make an informed and intelligent decision about participating in the settlement.

Brody v. Merck & Co., Inc., et al, No. 3:12-cv-04774-PGS-DEA (N.J.) (Jt Hearing for Prelim App, Sept. 27, 2012, transcript page 34). During the Hearing on Joint Application for Preliminary Approval of Class Action, the Honorable Peter G. Sheridan praised Ms. Finegan, noting:

Ms. Finegan did a great job in testifying as to what the class administrator will do. So, I'm certain that all the class members or as many that can be found, will be given some very adequate notice in which they can perfect their claim.

Quinn v. Walgreen Co., Wal-Mart Stores Inc., 7:12 CV-8187-VB (NYSD) (Jt Hearing for Final App, March. 5, 2015, transcript page 40-41). During the Hearing on Final Approval of Class Action, the Honorable Vincent L. Briccetti gave accolades to Ms. Finegan, noting:

"The notice plan was the best practicable under the circumstances. ... [and] "the proof is in the pudding. This settlement has resulted in more than 45,000 claims which is 10,000 more than the Pearson case and more than 40,000 more than in a glucosamine case pending in the Southern District of California I've been advised about. So the notice has reached a lot of people and a lot of people have made claims."

In Re: TracFone Unlimited Service Plan Litigation, No. C-13-3440 EMC (ND Ca). In the Final Order and Judgment Granting Class Settlement, July 2, 2015, the Honorable Edward M. Chen noted:

"...[D]epending on the extent of the overlap between those class members who will automatically receive a payment and those who filed claims, the total claims rate is estimated to be approximately 25-30%. This is an excellent result..."

DeHoyos, et al. v. Allstate Ins. Co., No. SA-01-CA-1010 (W.D.Tx. 2001). In the Amended Final Order and Judgment Approving Class Action Settlement, the Honorable Fred Biery stated:



[T]he undisputed evidence shows the notice program in this case was developed and implemented by a nationally recognized expert in class action notice programs. ... This program was vigorous and specifically structured to reach the African-American and Hispanic class members. Additionally, the program was based on a scientific methodology which is used throughout the advertising industry and which has been routinely embraced routinely [sic] by the Courts. Specifically, in order to reach the identified targets directly and efficiently, the notice program utilized a multi-layered approach which included national magazines; magazines specifically appropriate to the targeted audiences; and newspapers in both English and Spanish.

In re: Reebok Easytone Litigation, No. 10-CV-11977 (D. MA. 2011). The Honorable F. Dennis Saylor IV stated in the Final Approval Order:

The Court finds that the dissemination of the Class Notice, the publication of the Summary Settlement Notice, the establishment of a website containing settlement-related materials, the establishment of a toll-free telephone number, and all other notice methods set forth in the Settlement Agreement and [Ms. Finegan's] Declaration and the notice dissemination methodology implemented pursuant to the Settlement Agreement and this Court's Preliminary Approval Order... constituted the best practicable notice to Class Members under the circumstances of the Actions.

Bezdek v. Vibram USA and Vibram FiveFingers LLC, No 12-10513 (D. MA) The Honorable Douglas P. Woodlock stated in the Final Memorandum and Order:

...[O]n independent review I find that the notice program was robust, particularly in its online presence, and implemented as directed in my Order authorizing notice. ...I find that notice was given to the Settlement class members by the best means "practicable under the circumstances." Fed.R.Civ.P. 23(c)(2).

Gemelas v. The Dannon Company Inc., No. 08-cv-00236-DAP (N.D. Ohio). In granting final approval for the settlement, the Honorable Dan A. Polster stated:

In accordance with the Court's Preliminary Approval Order and the Court-approved notice program, [Ms. Finegan] caused the Class Notice to be distributed on a nationwide basis in magazines and newspapers (with circulation numbers exceeding 81 million) specifically chosen to reach Class Members. ... The distribution of Class Notice constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23, the requirements of due process, 28 U.S.C. 1715, and any other applicable law.

Pashmova v. New Balance Athletic Shoes, Inc., 1:11-cv-10001-LTS (D. Mass.). The Honorable Leo T. Sorokin stated in the Final Approval Order:

The Class Notice, the Summary Settlement Notice, the web site, and all other notices in the Settlement Agreement and the Declaration of [Ms Finegan], and the notice



methodology implemented pursuant to the Settlement Agreement: (a) constituted the best practicable notice under the circumstances; (b) constituted notice that was reasonably calculated to apprise Class Members of the pendency of the Actions, the terms of the Settlement and their rights under the settlement ... met all applicable requirements of law, including, but not limited to, the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and the Due Process Clause(s) of the United States Constitution, as well as complied with the Federal Judicial Center's illustrative class action notices.

Hartless v. Clorox Company, No. 06-CV-2705 (CAB) (S.D.Cal.). In the Final Order Approving Settlement, the Honorable Cathy N. Bencivengo found:

The Class Notice advised Class members of the terms of the settlement; the Final Approval Hearing and their right to appear at such hearing; their rights to remain in or opt out of the Class and to object to the settlement; the procedures for exercising such rights; and the binding effect of this Judgment, whether favorable or unfavorable, to the Class. The distribution of the notice to the Class constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23, the requirements of due process, 28 U.S.C. §1715, and any other applicable law.

McDonough et al v. Toys 'R' Us et al, No. 09:-cv-06151-AB (E.D. Pa.). In the Final Order and Judgment Approving Settlement, the Honorable Anita Brody stated:

The Court finds that the Notice provided constituted the best notice practicable under the circumstances and constituted valid, due and sufficient notice to all persons entitled thereto.

In re: Pre-Filled Propane Tank Marketing & Sales Practices Litigation, No. 4:09-md-02086-GAF (W.D. Mo.) In granting final approval to the settlement, the Honorable Gary A. Fenner stated:

The notice program included individual notice to class members who could be identified by Ferrellgas, publication notices, and notices affixed to Blue Rhino propane tank cylinders sold by Ferrellgas through various retailers. ... The Court finds the notice program fully complied with Federal Rule of Civil Procedure 23 and the requirements of due process and provided to the Class the best notice practicable under the circumstances.

Stern v. AT&T Mobility Wireless, No. 09-cv-1112 CAS-AGR (C.D.Cal. 2009). In the Final Approval Order, the Honorable Christina A. Snyder stated:

[T]he Court finds that the Parties have fully and adequately effectuated the Notice Plan, as required by the Preliminary Approval Order, and, in fact, have achieved better results than anticipated or required by the Preliminary Approval Order.

In re: Processed Egg Prods. Antitrust Litig., MDL No. 08-md-02002 (E.D.P.A.). In the Order Granting Final Approval of Settlement , Judge Gene E.K. Pratter stated:

The Notice appropriately detailed the nature of the action, the Class claims, the definition of the Class and Subclasses, the terms of the proposed settlement agreement, and the class members' right to object or request exclusion from the settlement and the timing and manner for doing so.... Accordingly, the Court determines that the notice provided to the putative Class Members constitutes adequate notice in satisfaction of the demands of Rule 23.

In re Polyurethane Foam Antitrust Litigation, 10- MD-2196 (N.D. OH). In the Order Granting Final Approval of Voluntary Dismissal and Settlement of Defendant Domfoam and Others, the Honorable Jack Zouhary stated:

The notice program included individual notice to members of the Class who could be identified through reasonable effort, as well as extensive publication of a summary notice. The Notice constituted the most effective and best notice practicable under the circumstances of the Settlement Agreements, and constituted due and sufficient notice for all other purposes to all persons and entities entitled to receive notice.

Rojas v Career Education Corporation, No. 10-cv-05260 (N.D.E.D. IL) In the Final Approval Order dated October 25, 2012, the Honorable Virginia M. Kendall stated:

The Court Approved notice to the Settlement Class as the best notice practicable under the circumstance including individual notice via U.S. Mail and by email to the class members whose addresses were obtained from each Class Member's wireless carrier or from a commercially reasonable reverse cell phone number look-up service, nationwide magazine publication, website publication, targeted on-line advertising, and a press release. Notice has been successfully implemented and satisfies the requirements of the Federal Rule of Civil Procedure 23 and Due Process.

Golloher v Todd Christopher International, Inc. DBA Vogue International (Organix), No. C 1206002 N.D CA. In the Final Order and Judgment Approving Settlement, the Honorable Richard Seeborg stated:

The distribution of the notice to the Class constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23, the requirements of due process, 28 U.S.C. §1715, and any other applicable law.

Stefanyshyn v. Consolidated Industries, No. 79 D 01-9712-CT-59 (Tippecanoe County Sup. Ct., Ind.). In the Order Granting Final Approval of Settlement, Judge Randy Williams stated:



The long and short form notices provided a neutral, informative, and clear explanation of the Settlement. ... The proposed notice program was properly designed, recommended, and implemented ... and constitutes the “best practicable” notice of the proposed Settlement. The form and content of the notice program satisfied all applicable legal requirements. ... The comprehensive class notice educated Settlement Class members about the defects in Consolidated furnaces and warned them that the continued use of their furnaces created a risk of fire and/or carbon monoxide. This alone provided substantial value.

McGee v. Continental Tire North America, Inc. et al, No. 06-6234-(GEB) (D.N.J.).

The Class Notice, the Summary Settlement Notice, the web site, the toll-free telephone number, and all other notices in the Agreement, and the notice methodology implemented pursuant to the Agreement: (a) constituted the best practicable notice under the circumstances; (b) constituted notice that was reasonably calculated to apprise Class Members of the pendency of the Action, the terms of the settlement and their rights under the settlement, including, but not limited to, their right to object to or exclude themselves from the proposed settlement and to appear at the Fairness Hearing; (c) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notification; and (d) met all applicable requirements of law, including, but not limited to, the Federal Rules of Civil Procedure, 20 U.S.C. Sec. 1715, and the Due Process Clause(s) of the United States Constitution, as well as complied with the Federal Judicial Center’s illustrative class action notices,

Varacallo, et al. v. Massachusetts Mutual Life Insurance Company, et al., No. 04-2702 (JLL) (D.N.J.). The Court stated that:

[A]ll of the notices are written in simple terminology, are readily understandable by Class Members, and comply with the Federal Judicial Center's illustrative class action notices. ... By working with a nationally syndicated media research firm, [Finegan’s firm] was able to define a target audience for the MassMutual Class Members, which provided a valid basis for determining the magazine and newspaper preferences of the Class Members. (Preliminary Approval Order at p. 9). . . . The Court agrees with Class Counsel that this was more than adequate. (Id. at § 5.2).

In re: Nortel Network Corp., Sec. Litig., No. 01-CV-1855 (RMB) Master File No. 05 MD 1659 (LAP) (S.D.N.Y.). Ms. Finegan designed and implemented the extensive United States and Canadian notice programs in this case. The Canadian program was published in both French and English, and targeted virtually all investors of stock in Canada. See www.nortelsecuritieslitigation.com. Of the U.S. notice program, the Honorable Loretta A. Preska stated:



The form and method of notifying the U.S. Global Class of the pendency of the action as a class action and of the terms and conditions of the proposed Settlement ... constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

Regarding the B.C. Canadian Notice effort: *Jeffrey v. Nortel Networks*, [2007] BCSC 69 at para. 50, the Honourable Mr. Justice Groberman said:

The efforts to give notice to potential class members in this case have been thorough. There has been a broad media campaign to publicize the proposed settlement and the court processes. There has also been a direct mail campaign directed at probable investors. I am advised that over 1.2 million claim packages were mailed to persons around the world. In addition, packages have been available through the worldwide web site nortelsecuritieslitigation.com on the Internet. Toll-free telephone lines have been set up, and it appears that class counsel and the Claims Administrator have received innumerable calls from potential class members. In short, all reasonable efforts have been made to ensure that potential members of the class have had notice of the proposal and a reasonable opportunity was provided for class members to register their objections, or seek exclusion from the settlement.

***Mayo v. Walmart Stores and Sam's Club*, No. 5:06 CV-93-R (W.D.Ky.). In the Order Granting Final Approval of Settlement, Judge Thomas B. Russell stated:**

According to defendants' database, the Notice was estimated to have reached over 90% of the Settlement Class Members through direct mail. The Settlement Administrator ... has classified the parties' database as 'one of the most reliable and comprehensive databases [she] has worked with for the purposes of legal notice.'... The Court thus reaffirms its findings and conclusions in the Preliminary Approval Order that the form of the Notice and manner of giving notice satisfy the requirements of Fed. R. Civ. P. 23 and affords due process to the Settlement Class Members.

***Fishbein v. All Market Inc.*, (d/b/a Vita Coco) No. 11-cv-05580 (S.D.N.Y.). In granting final approval of the settlement, the Honorable J. Paul Oetken stated:**

"The Court finds that the dissemination of Class Notice pursuant to the Notice Program...constituted the best practicable notice to Settlement Class Members under the circumstances of this Litigation ... and was reasonable and constituted due, adequate and sufficient notice to all persons entitled to such notice, and fully satisfied the requirements of the Federal Rules of Civil Procedure, including Rules 23(c)(2) and (e), the United States Constitution (including the Due Process Clause), the Rules of this Court, and any other applicable laws."



Heffler Claims
Group

Lucas, et al. v. Kmart Corp., No. 99-cv-01923 (D.Colo.), wherein the Court recognized Jeanne Finegan as an expert in the design of notice programs, and stated:

The Court finds that the efforts of the parties and the proposed Claims Administrator in this respect go above and beyond the "reasonable efforts" required for identifying individual class members under F.R.C.P. 23(c)(2)(B).

In re: Johns-Manville Corp. (Statutory Direct Action Settlement, Common Law Direct Action and Hawaii Settlement), No 82-11656, 57, 660, 661, 665-73, 75 and 76 (BRL) (Bankr. S.D.N.Y.). The nearly half-billion dollar settlement incorporated three separate notification programs, which targeted all persons who had asbestos claims whether asserted or unasserted, against the Travelers Indemnity Company. In the Findings of Fact and Conclusions of a Clarifying Order Approving the Settlements, slip op. at 47-48 (Aug. 17, 2004), the Honorable Burton R. Lifland, Chief Justice, stated:

As demonstrated by Findings of Fact (citation omitted), the Statutory Direct Action Settlement notice program was reasonably calculated under all circumstances to apprise the affected individuals of the proceedings and actions taken involving their interests, Mullane v. Cent. Hanover Bank & Trust Co., 339 U.S. 306, 314 (1950), such program did apprise the overwhelming majority of potentially affected claimants and far exceeded the minimum notice required. . . . The results simply speak for themselves.

Pigford v. Glickman and U.S. Department of Agriculture, No. 97-1978. 98-1693 (PLF) (D.D.C.). This matter was the largest civil rights case to settle in the United States in over 40 years. The highly publicized, nationwide paid media program was designed to alert all present and past African-American farmers of the opportunity to recover monetary damages against the U.S. Department of Agriculture for alleged loan discrimination. In his Opinion, the Honorable Paul L. Friedman commended the parties with respect to the notice program, stating;

The parties also exerted extraordinary efforts to reach class members through a massive advertising campaign in general and African American targeted publications and television stations. . . . The Court concludes that class members have received more than adequate notice and have had sufficient opportunity to be heard on the fairness of the proposed Consent Decree.

In re: Louisiana-Pacific Inner-Seal Siding Litig., Nos. 879-JE, and 1453-JE (D.Or.). Under the terms of the Settlement, three separate notice programs were to be implemented at three-year intervals over a period of six years. In the first notice campaign, Ms. Finegan implemented the print advertising and Internet components of the Notice program. In approving the legal notice communication plan, the Honorable Robert E. Jones stated:

The notice given to the members of the Class fully and accurately informed the Class members of all material elements of the settlement...[through] a broad and extensive multi-media notice campaign.

Additionally, with regard to the third-year notice program for Louisiana-Pacific, the Honorable Richard Unis, Special Master, commented that the notice was:

...well formulated to conform to the definition set by the court as adequate and reasonable notice. Indeed, I believe the record should also reflect the Court's appreciation to Ms. Finegan for all the work she's done, ensuring that noticing was done correctly and professionally, while paying careful attention to overall costs. Her understanding of various notice requirements under Fed. R. Civ. P. 23, helped to insure that the notice given in this case was consistent with the highest standards of compliance with Rule 23(d)(2).

In re: Expedia Hotel Taxes and Fees Litigation, No. 05-2-02060-1 (SEA) (Sup. Ct. of Wash. in and for King County). In the Order Granting Final Approval of Class Action Settlement, Judge Monica Benton stated:

The Notice of the Settlement given to the Class ... was the best notice practicable under the circumstances. All of these forms of Notice directed Class Members to a Settlement Website providing key Settlement documents including instructions on how Class Members could exclude themselves from the Class, and how they could object to or comment upon the Settlement. The Notice provided due and adequate notice of these proceeding and of the matters set forth in the Agreement to all persons entitled to such notice, and said notice fully satisfied the requirements of CR 23 and due process.

Rene Rosales v. Fortune Ins. Co., No. 99-04588 CA (41) (11th Judicial Dist. Ct. of Miami-Dade County, Fla.). Ms. Finegan provided expert testimony in this matter. She conducted an audit on behalf of intervening attorneys for the proposed notification to individuals insured with personal injury insurance.

Based upon the audit, Ms. Finegan testified that the proposed notice program was inadequate. The Court agreed and signed an Order Granting Intervenors' Objections to Class Action Settlement, stating:

The Court finds that Ms. Finegan is qualified as an expert on class notice and effective media campaigns. The Court finds that her testimony is credible and reliable.

Thomas A. Foster and Linda E. Foster v. ABTco Siding Litigation, No. 95-151-M (Cir. Ct., Choctaw County, Ala.). This litigation focused on past and present owners of structures sided with Abitibi-Price siding. The notice program that Ms. Finegan designed and implemented was national in scope and received the following praise from the Honorable J. Lee McPhearson:



The Court finds that the Notice Program conducted by the Parties provided individual notice to all known Class Members and all Class Members who could be identified through reasonable efforts and constitutes the best notice practicable under the circumstances of this Action. This finding is based on the overwhelming evidence of the adequacy of the notice program. ... The media campaign involved broad national notice through television and print media, regional and local newspapers, and the Internet (see id. ¶¶9-11) The result: over 90 percent of Abitibi and ABTco owners are estimated to have been reached by the direct media and direct mail campaign.

Wilson v. Massachusetts Mut. Life Ins. Co., No. D-101-CV 98-02814 (First Judicial Dist. Ct., County of Santa Fe, N.M.). This was a nationwide notification program that included all persons in the United States who owned, or had owned, a life or disability insurance policy with Massachusetts Mutual Life Insurance Company and had paid additional charges when paying their premium on an installment basis. The class was estimated to exceed 1.6 million individuals. www.insuranceclassclaims.com. In granting preliminary approval to the settlement, the Honorable Art Encinias found:

[T]he Notice Plan [is] the best practicable notice that is reasonably calculated, under the circumstances of the action. ...[and] meets or exceeds all applicable requirements of the law, including Rule 1-023(C)(2) and (3) and 1-023(E), NMRA 2001, and the requirements of federal and/or state constitutional due process and any other applicable law.

Sparks v. AT&T Corp., No. 96-LM-983 (Third Judicial Cir., Madison County, Ill.). The litigation concerned all persons in the United States who leased certain AT&T telephones during the 1980's. Ms. Finegan designed and implemented a nationwide media program designed to target all persons who may have leased telephones during this time period, a class that included a large percentage of the entire population of the United States. In granting final approval to the settlement, the Court found:

The Court further finds that the notice of the proposed settlement was sufficient and furnished Class Members with the information they needed to evaluate whether to participate in or opt out of the proposed settlement. The Court therefore concludes that the notice of the proposed settlement met all requirements required by law, including all Constitutional requirements.

In re: Georgia-Pacific Toxic Explosion Litig., No. 98 CVC05-3535 (Ct. of Common Pleas, Franklin County, Ohio). Ms. Finegan designed and implemented a regional notice program that included network affiliate television, radio and newspaper. The notice was designed to alert adults living near a Georgia-Pacific plant that they had been exposed to an air-born toxic plume and their rights under the terms of the class action settlement. In the Order and Judgment finally approving the settlement, the Honorable Jennifer L. Bunner stated:



[N]otice of the settlement to the Class was the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The Court finds that such effort exceeded even reasonable effort and that the Notice complies with the requirements of Civ. R. 23(C).

In re: American Cyanamid, No. CV-97-0581-BH-M (S.D.AI.). The media program targeted Farmers who had purchased crop protection chemicals manufactured by American Cyanamid. In the Final Order and Judgment, the Honorable Charles R. Butler Jr. wrote:

The Court finds that the form and method of notice used to notify the Temporary Settlement Class of the Settlement satisfied the requirements of Fed. R. Civ. P. 23 and due process, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all potential members of the Temporary Class Settlement.

In re: First Alert Smoke Alarm Litig., No. CV-98-C-1546-W (UWC) (N.D.AI.). Ms. Finegan designed and implemented a nationwide legal notice and public information program. The public information program ran over a two-year period to inform those with smoke alarms of the performance characteristics between photoelectric and ionization detection. The media program included network and cable television, magazine and specialty trade publications. In the Findings and Order Preliminarily Certifying the Class for Settlement Purposes, Preliminarily Approving Class Settlement, Appointing Class Counsel, Directing Issuance of Notice to the Class, and Scheduling a Fairness Hearing, the Honorable C.W. Clemon wrote that the notice plan:

...constitutes due, adequate and sufficient notice to all Class Members; and (v) meets or exceeds all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Alabama State Constitution, the Rules of the Court, and any other applicable law.

In re: James Hardie Roofing Litig., No. 00-2-17945-65SEA (Sup. Ct. of Wash., King County). The nationwide legal notice program included advertising on television, in print and on the Internet. The program was designed to reach all persons who own any structure with JHBP roofing products. In the Final Order and Judgment, the Honorable Steven Scott stated:

The notice program required by the Preliminary Order has been fully carried out... [and was] extensive. The notice provided fully and accurately informed the Class Members of all material elements of the proposed Settlement and their opportunity to participate in or be excluded from it; was the best notice practicable under the circumstances; was valid, due and sufficient notice to all Class Members; and complied fully with Civ. R. 23, the United States Constitution, due process, and other applicable law.

Barden v. Hurd Millwork Co. Inc., et al, No. 2:6-cv-00046 (LA) (E.D.Wis.) ("***The Court approves, as to form and content, the notice plan and finds that such notice is the best practicable under***



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the circumstances under Federal Rule of Civil Procedure 23(c)(2)(B) and constitutes notice in a reasonable manner under Rule 23(e)(1)."

***Altieri v. Reebok*, No. 4:10-cv-11977 (FDS) (D.C.Mass.) ("The Court finds that the notices ... constitute the best practicable notice..... The Court further finds that all of the notices are written in simple terminology, are readily understandable by Class Members, and comply with the Federal Judicial Center's illustrative class action notices.")**

***Marengo v. Visa Inc.*, No. CV 10-08022 (DMG) (C.D.Cal.) ("[T]he Court finds that the notice plan...meets the requirements of due process, California law, and other applicable precedent. The Court finds that the proposed notice program is designed to provide the Class with the best notice practicable, under the circumstances of this action, of the pendency of this litigation and of the proposed Settlement's terms, conditions, and procedures, and shall constitute due and sufficient notice to all persons entitled thereto under California law, the United States Constitution, and any other applicable law.")**

***Palmer v. Sprint Solutions, Inc.*, No. 09-cv-01211 (JLR) (W.D.Wa.) ("The means of notice were reasonable and constitute due, adequate, and sufficient notice to all persons entitled to be provide^{3d} with notice.")**

***In re: Tyson Foods, Inc., Chicken Raised Without Antibiotics Consumer Litigation*, No. 1:08-md-01982 RDB (D. Md. N. Div.) ("The notice, in form, method, and content, fully complied with the requirements of Rule 23 and due process, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons entitled to notice of the settlement.")**

***Sager v. Inamed Corp. and McGhan Medical Breast Implant Litigation*, No. 01043771 (Sup. Ct. Cal., County of Santa Barbara) ("Notice provided was the best practicable under the circumstances.")**

***Deke, et al. v. Cardservice Internat'l*, Case No. BC 271679, slip op. at 3 (Sup. Ct. Cal., County of Los Angeles) ("The Class Notice satisfied the requirements of California Rules of Court 1856 and 1859 and due process and constituted the best notice practicable under the circumstances.")**

***Levine, et al. v. Dr. Philip C. McGraw, et al.*, Case No. BC 312830 (Los Angeles County Super. Ct., Cal.) ("[T]he plan for notice to the Settlement Class ... constitutes the best notice practicable under the circumstances and constituted due and sufficient notice to the members of the Settlement Class ... and satisfies the requirements of California law and federal due process of law.")**

***In re: Canadian Air Cargo Shipping Class Actions*, Court File No. 50389CP, Ontario Superior Court of Justice, Supreme Court of British Columbia, Quebec Superior Court ("I am satisfied the**



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proposed form of notice meets the requirements of s. 17(6) of the CPA and the proposed method of notice is appropriate.”).

Fischer et al v. IG Investment Management, Ltd. et al, Court File No. 06-CV-307599CP, Ontario Superior Court of Justice.

In re: Vivendi Universal, S.A. Securities Litigation, No. 02-cv-5571 (RJH)(HBP) (S.D.N.Y.).

In re: Air Cargo Shipping Services Antitrust Litigation, No. 06-MD-1775 (JG) (VV) (E.D.N.Y.).

Berger, et al., v. Property ID Corporation, et al., No. CV 05-5373-GHK (CWx) (C.D.Cal.).

Lozano v. AT&T Mobility Wireless, No. 02-cv-0090 CAS (AJWx) (C.D.Cal.).

Howard A. Engle, M.D., et al., v. R.J. Reynolds Tobacco Co., Philip Morris, Inc., Brown & Williamson Tobacco Corp., No. 94-08273 CA (22) (11th Judicial Dist. Ct. of Miami-Dade County, Fla.).

In re: Royal Dutch/Shell Transport Securities Litigation, No. 04 Civ. 374 (JAP) (Consolidated Cases) (D. N.J.).

In re: Epson Cartridge Cases, Judicial Council Coordination Proceeding, No. 4347 (Sup. Ct. of Cal., County of Los Angeles).

UAW v. General Motors Corporation, No: 05-73991 (E.D.MI).

Wicon, Inc. v. Cardservice Intern’l, Inc., BC 320215 (Sup. Ct. of Cal., County of Los Angeles).

In re: SmithKline Beecham Clinical Billing Litig., No. CV. No. 97-L-1230 (Third Judicial Cir., Madison County, Ill.). Ms. Finegan designed and developed a national media and Internet site notification program in connection with the settlement of a nationwide class action concerning billings for clinical laboratory testing services.

MacGregor v. Schering-Plough Corp., No. EC248041 (Sup. Ct. Cal., County of Los Angeles). This nationwide notification program was designed to reach all persons who had purchased or used an aerosol inhaler manufactured by Schering-Plough. Because no mailing list was available, notice was accomplished entirely through the media program.

In re: Swiss Banks Holocaust Victim Asset Litig., No. CV-96-4849 (E.D.N.Y.). Ms. Finegan managed the design and implementation of the Internet site on this historic case. The site was developed in 21 native languages. It is a highly secure data gathering tool and information hub, central to the global outreach program of Holocaust survivors. www.swissbankclaims.com.



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In re: Exxon Valdez Oil Spill Litig., No. A89-095-CV (HRH) (Consolidated) (D. Alaska). Ms. Finegan designed and implemented two media campaigns to notify native Alaskan residents, trade workers, fisherman, and others impacted by the oil spill of the litigation and their rights under the settlement terms.

In re: Johns-Manville Phenolic Foam Litig., No. CV 96-10069 (D. Mass). The nationwide multi-media legal notice program was designed to reach all Persons who owned any structure, including an industrial building, commercial building, school, condominium, apartment house, home, garage or other type of structure located in the United States or its territories, in which Johns-Manville PFRI was installed, in whole or in part, on top of a metal roof deck.

Bristow v Fleetwood Enters Litig., No Civ 00-0082-S-EJL (D. Id). Ms. Finegan designed and implemented a legal notice campaign targeting present and former employees of Fleetwood Enterprises, Inc., or its subsidiaries who worked as hourly production workers at Fleetwood's housing, travel trailer, or motor home manufacturing plants. The comprehensive notice campaign included print, radio and television advertising.

In re: New Orleans Tank Car Leakage Fire Litig., No 87-16374 (Civil Dist. Ct., Parish of Orleans, LA) (2000). This case resulted in one of the largest settlements in U.S. history. This campaign consisted of a media relations and paid advertising program to notify individuals of their rights under the terms of the settlement.

Garria Spencer v. Shell Oil Co., No. CV 94-074(Dist. Ct., Harris County, Tex.). The nationwide notification program was designed to reach individuals who owned real property or structures in the United States which contained polybutylene plumbing with acetyl insert or metal insert fittings.

In re: Hurd Millwork Heat Mirror™ Litig., No. CV-772488 (Sup. Ct. of Cal., County of Santa Clara). This nationwide multi-media notice program was designed to reach class members with failed heat mirror seals on windows and doors, and alert them as to the actions that they needed to take to receive enhanced warranties or window and door replacement.

Laborers Dist. Counsel of Alabama Health and Welfare Fund v. Clinical Lab. Servs., Inc., No. CV-97-C-629-W (N.D. Ala.). Ms. Finegan designed and developed a national media and Internet site notification program in connection with the settlement of a nationwide class action concerning alleged billing discrepancies for clinical laboratory testing services.

In re: StarLink Corn Prods. Liab. Litig., No. 01-C-1181 (N.D. Ill).. Ms. Finegan designed and implemented a nationwide notification program designed to alert potential class members of the terms of the settlement.

In re: MCI Non-Subscriber RatePayers Litig., MDL Docket No. 1275, 3:99-cv-01275 (S.D.Ill.). The advertising and media notice program, found to be "more than adequate" by the Court, was designed with the understanding that the litigation affected all persons or entities who were



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customers of record for telephone lines presubscribed to MCI/World Com, and were charged the higher non-subscriber rates and surcharges for direct-dialed long distance calls placed on those lines. www.rateclaims.com.

In re: Albertson's Back Pay Litig., No. 97-0159-S-BLW (D.Id.). Ms. Finegan designed and developed a secure Internet site, where claimants could seek case information confidentially.

In re: Georgia Pacific Hardboard Siding Recovering Program, No. CV-95-3330-RG (Cir. Ct., Mobile County, Ala.). Ms. Finegan designed and implemented a multi-media legal notice program, which was designed to reach class members with failed G-P siding and alert them of the pending matter. Notice was provided through advertisements, which aired on national cable networks, magazines of nationwide distribution, local newspaper, press releases and trade magazines.

In re: Diet Drugs (Phentermine, Fenfluramine, Dexfenfluramine) Prods. Liab. Litig., Nos. 1203, 99-20593. Ms. Finegan worked as a consultant to the National Diet Drug Settlement Committee on notification issues. The resulting notice program was described and complimented at length in the Court's Memorandum and Pretrial Order 1415, approving the settlement,

In re: Diet Drugs (Phentermine, Fenfluramine, Dexfenfluramine) Prods. Liab. Litig., 2000 WL 1222042, Nos. 1203, 99-20593 (E.D.Pa. Aug. 28, 2002).

Ms. Finegan designed the Notice programs for multiple state antitrust cases filed against the Microsoft Corporation. In those cases, it was generally alleged that Microsoft unlawfully used anticompetitive means to maintain a monopoly in markets for certain software, and that as a result, it overcharged consumers who licensed its MS-DOS, Windows, Word, Excel and Office software. The multiple legal notice programs designed by Jeanne Finegan and listed below targeted both individual users and business users of this software. The scientifically designed notice programs took into consideration both media usage habits and demographic characteristics of the targeted class members.

In re: Florida Microsoft Antitrust Litig. Settlement, No. 99-27340 CA 11 (11th Judicial Dist. Ct. of Miami-Dade County, Fla.).

In re: Montana Microsoft Antitrust Litig. Settlement, No. DCV 2000 219 (First Judicial Dist. Ct., Lewis & Clark Co., Mt.).

In re: South Dakota Microsoft Antitrust Litig. Settlement, No. 00-235(Sixth Judicial Cir., County of Hughes, S.D.).

In re: Kansas Microsoft Antitrust Litig. Settlement, No. 99C17089 Division No. 15 Consolidated Cases (Dist. Ct., Johnson County, Kan.) ("The Class Notice provided was the best notice



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practicable under the circumstances and fully complied in all respects with the requirements of due process and of the Kansas State. Annot. §60-22.3.”).

In re: North Carolina Microsoft Antitrust Litig. Settlement, No. 00-CvS-4073 (Wake) 00-CvS-1246 (Lincoln) (General Court of Justice Sup. Ct., Wake and Lincoln Counties, N.C.).

In re: ABS II Pipes Litig., No. 3126 (Sup. Ct. of Cal., Contra Costa County). The Court approved regional notification program designed to alert those individuals who owned structures with the pipe that they were eligible to recover the cost of replacing the pipe.

In re: Avenue A Inc. Internet Privacy Litig., No: C00-1964C (W.D. Wash.).

In re: Lorazepam and Clorazepate Antitrust Litig., No. 1290 (TFH) (D.C.C.).

In re: Providian Fin. Corp. ERISA Litig., No C-01-5027 (N.D. Cal.).

In re: H & R Block., et al Tax Refund Litig., No. 97195023/CC4111 (MD Cir. Ct., Baltimore City).

In re: American Premier Underwriters, Inc, U.S. Railroad Vest Corp., No. 06C01-9912 (Cir. Ct., Boone County, Ind.).

In re: Sprint Corp. Optical Fiber Litig., No: 9907 CV 284 (Dist. Ct., Leavenworth County, Kan).

In re: Shelter Mutual Ins. Co. Litig., No. CJ-2002-263 (Dist.Ct., Canadian County. Ok).

In re: Conseco, Inc. Sec. Litig., No: IP-00-0585-C Y/S CA (S.D. Ind.).

In re: Nat’l Treasury Employees Union, et al., 54 Fed. Cl. 791 (2002).

In re: City of Miami Parking Litig., Nos. 99-21456 CA-10, 99-23765 – CA-10 (11th Judicial Dist. Ct. of Miami-Dade County, Fla.).

In re: Prime Co. Incorporated D/B/A/ Prime Co. Personal Comm., No. L 1:01CV658 (E.D. Tx.).

Alsea Veneer v. State of Oregon A.A., No. 88C-11289-88C-11300.

SEC ENFORCEMENT NOTICE PROGRAM EXPERIENCE

SEC v. Vivendi Universal, S.A., et al., Case No. 02 Civ. 5571 (RJH) (HBP) (S.D.N.Y.).

The Notice program included publication in 11 different countries and eight different languages.

SEC v. Royal Dutch Petroleum Company, No.04-3359 (S.D. Tex.)

FEDERAL TRADE COMMISSION NOTICE PROGRAM EXPERIENCE

FTC v. TracFone Wireless, Inc., Case No. 15-cv-00392-EMC.

FTC v. Skechers U.S.A., Inc., No. 1:12-cv-01214-JG (N.D. Ohio).

FTC v. Reebok International Ltd., No. 11-cv-02046 (N.D. Ohio)

FTC v. Chanery and RTC Research and Development LLC [Nutraquest], No :05-cv-03460 (D.N.J.)

BANKRUPTCY EXPERIENCE

Ms. Finegan has designed and implemented hundreds of domestic and international bankruptcy notice programs. A sample case list includes the following:

In re AMR Corporation [American Airlines], et al., No. 11-15463 (SHL) (Bankr. S.D.N.Y.) ("*due and proper notice [was] provided, and ... no other or further notice need be provided.*")

In re Jackson Hewitt Tax Service Inc., et al., No 11-11587 (Bankr. D.Del.) (2011). The debtors sought to provide notice of their filing as well as the hearing to approve their disclosure statement and confirm their plan to a large group of current and former customers, many of whom current and viable addresses promised to be a difficult (if not impossible) and costly undertaking. The court approved a publication notice program designed and implemented by Finegan and the administrator, that included more than 350 local newspaper and television websites, two national online networks (24/7 Real Media, Inc. and Microsoft Media Network), a website notice linked to a press release and notice on eight major websites, including CNN and Yahoo. These online efforts supplemented the print publication and direct-mail notice provided to known claimants and their attorneys, as well as to the state attorneys general of all 50 states. The *Jackson Hewitt* notice program constituted one of the first large chapter 11 cases to incorporate online advertising.

In re: Nutraquest Inc., No. 03-44147 (Bankr. D.N.J.)

In re: General Motors Corp. et al, No. 09-50026 (Bankr. S.D.N.Y.). This case is the 4th largest bankruptcy in U.S. history. Ms. Finegan and her team worked with General Motors restructuring attorneys to design and implement the legal notice program.

In re: ACandS, Inc., No. 0212687 (Bankr. D.Del.) (2007) ("***Adequate notice of the Motion and of the hearing on the Motion was given.***").

In re: United Airlines, No. 02-B-48191 (Bankr. N.D Ill.). Ms. Finegan worked with United and its restructuring attorneys to design and implement global legal notice programs. The notice was



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published in 11 countries and translated into 6 languages. Ms. Finegan worked closely with legal counsel and UAL's advertising team to select the appropriate media and to negotiate the most favorable advertising rates. www.pd-ual.com.

In re: Enron, No. 01-16034 (Bankr. S.D.N.Y.). Ms. Finegan worked with Enron and its restructuring attorneys to publish various legal notices.

In re: Dow Corning, No. 95-20512 (Bankr. E.D. Mich.). Ms. Finegan originally designed the information website. This Internet site is a major information hub that has various forms in 15 languages.

In re: Harnischfeger Inds., No. 99-2171 (RJW) Jointly Administered (Bankr. D. Del.). Ms. Finegan designed and implemented 6 domestic and international notice programs for this case. The notice was translated into 14 different languages and published in 16 countries.

In re: Keene Corp., No. 93B 46090 (SMB), (Bankr. E.D. MO.). Ms. Finegan designed and implemented multiple domestic bankruptcy notice programs including notice on the plan of reorganization directed to all creditors and all Class 4 asbestos-related claimants and counsel.

In re: Lamonts, No. 00-00045 (Bankr. W.D. Wash.). Ms. Finegan designed and implemented multiple bankruptcy notice programs.

In re: Monet Group Holdings, Nos. 00-1936 (MFW) (Bankr. D. Del.). Ms. Finegan designed and implemented a bar date notice.

In re: Laclede Steel Co., No. 98-53121-399 (Bankr. E.D. MO.). Ms. Finegan designed and implemented multiple bankruptcy notice programs.

In re: Columbia Gas Transmission Corp., No. 91-804 (Bankr. S.D.N.Y.). Ms. Finegan developed multiple nationwide legal notice notification programs for this case.

In re: U.S.H. Corp. of New York, et al. (Bankr. S.D.N.Y.). Ms. Finegan designed and implemented a bar date advertising notification campaign.

In re: Best Prods. Co., Inc., No. 96-35267-T, (Bankr. E.D. Va.). Ms. Finegan implemented a national legal notice program that included multiple advertising campaigns for notice of sale, bar date, disclosure and plan confirmation.

In re: Lodgian, Inc., et al., No. 16345 (BRL) Factory Card Outlet – 99-685 (JCA), 99-686 (JCA) (Bankr. S.D.N.Y.).

In re: Internat'l Total Servs, Inc., et al., Nos. 01-21812, 01-21818, 01-21820, 01-21882, 01-21824, 01-21826, 01-21827 (CD) Under Case No: 01-21812 (Bankr. E.D.N.Y.).



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In re: Decora Inds., Inc. and Decora, Incorp., Nos. 00-4459 and 00-4460 (JJF) (Bankr. D. Del.).

In re: Genesis Health Ventures, Inc., et al, No. 002692 (PJW) (Bankr. D. Del.).

In re: Tel. Warehouse, Inc., et al, No. 00-2105 through 00-2110 (MFW) (Bankr. D. Del.).

In re: United Cos. Fin. Corp., et al, No. 99-450 (MFW) through 99-461 (MFW) (Bankr. D. Del.).

In re: Caldor, Inc. New York, The Caldor Corp., Caldor, Inc. CT, et al., No. 95-B44080 (JLG) (Bankr. S.D.N.Y.).

In re: Physicians Health Corp., et al., No. 00-4482 (MFW) (Bankr. D. Del.).

In re: GC Cos., et al., Nos. 00-3897 through 00-3927 (MFW) (Bankr. D. Del.).

In re: Heilig-Meyers Co., et al., Nos. 00-34533 through 00-34538 (Bankr. E.D. Va.).

PRODUCT RECALL AND CRISIS COMMUNICATION EXPERIENCE

Reser's Fine Foods. Reser's is a nationally distributed brand and manufacturer of food products through giants such as Albertsons, Costco, Food Lion, WinnDixie, Ingles, Safeway and Walmart. Ms. Finegan designed an enterprise-wide crisis communication plan that included communications objectives, crisis team roles and responsibilities, crisis response procedures, regulatory protocols, definitions of incidents that require various levels of notice, target audiences, and threat assessment protocols. Ms. Finegan worked with the company through two nationwide, high profile recalls, conducting extensive media relations efforts.

Gulf Coast Claims Facility Notice Campaign. Finegan coordinated a massive outreach effort throughout the Gulf Coast region to notify those who have claims as a result of damages caused by the Deep Water Horizon Oil spill. The notice campaign includes extensive advertising in newspapers throughout the region, Internet notice through local newspaper, television and radio websites and media relations. The Gulf Coast Claims Facility (GCCF) is an independent claims facility, funded by BP, for the resolution of claims by individuals and businesses for damages incurred as a result of the oil discharges due to the Deepwater Horizon incident on April 20, 2010.

City of New Orleans Tax Revisions, Post-Hurricane Katrina. In 2007, the City of New Orleans revised property tax assessments for property owners. As part of this process, it received numerous appeals to the assessments. An administration firm served as liaison between the city and property owners, coordinating the hearing schedule and providing important information to property owners on the status of their appeal. Central to this effort was the comprehensive outreach program designed by Ms. Finegan, which included a website and a



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heavy schedule of television, radio and newspaper advertising, along with the coordination of key news interviews about the project picked up by local media.

ARTICLES

Author, Think All Internet Impressions are the Same? Think Again – Law360.com, New York (March 16, 2016, 3:39 ET).

Author, Why Class Members Should See An Online Ad More Than Once – Law360.com, New York (December 3, 2015, 2:52 PM ET).

Author, 'Being 'Media-Relevant' — What It Means And Why It Matters - Law360.com, New York (September 11, 2013, 2:50 PM ET).

Co-Author, “New Media Creates New Expectations for Bankruptcy Notice Programs,” ABI Journal, Vol. XXX, No 9, November 2011.

Quoted Expert, “Effective Class Action Notice Promotes Access to Justice: Insight from a New U.S. Federal Judicial Center Checklist,” Canadian Supreme Court Law Review, (2011), 53 S.C.L.R. (2d).

Co-Author, with Hon. Dickran Tevrizian – “Expert Opinion: It’s More Than Just a Report...Why Qualified Legal Experts Are Needed to Navigate the Changing Media Landscape,” BNA Class Action Litigation Report, 12 CLASS 464, 5/27/11.

Co-Author, with Hon. Dickran Tevrizian, Your Insight, "Expert Opinion: It's More Than Just a Report -Why Qualified Legal Experts Are Needed to Navigate the Changing Media Landscape," TXLR, Vol. 26, No. 21, 5/26/2011.

Quoted Expert, “Analysis of the FJC’s 2010 Judges’ Class Action Notice and Claims Process Checklist and Guide: A New Roadmap to Adequate Notice and Beyond,” BNA Class Action Litigation Report, 12 CLASS 165, 2/25/11.

Author, Five Key Considerations for a Successful International Notice Program, BNA Class Action Litigation Report, 4/9/10 Vol. 11, No. 7 p. 343.

Quoted Expert, “Communication Technology Trends Pose Novel Notification Issues for Class Litigators,” BNA Electronic Commerce and Law, 15 ECLR 109 1/27/2010.

Author, “Legal Notice: R U ready 2 adapt?” BNA Class Action Report, Vol. 10 Class 702, 7/24/2009.



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Author, "On Demand Media Could Change the Future of Best Practicable Notice," BNA Class Action Litigation Report, Vol. 9, No. 7, 4/11/2008, pp. 307-310.

Quoted Expert, "Warranty Conference: Globalization of Warranty and Legal Aspects of Extended Warranty," Warranty Week, warrantyweek.com/archive/ww20070228.html/ February 28, 2007.

Co-Author, "Approaches to Notice in State Court Class Actions," For The Defense, Vol. 45, No. 11, November, 2003.

Citation, "Recall Effectiveness Research: A Review and Summary of the Literature on Consumer Motivation and Behavior," U.S. Consumer Product Safety Commission, CPSC-F-02-1391, p.10, Heiden Associates, July 2003.

Author, "The Web Offers Near, Real-Time Cost Efficient Notice," American Bankruptcy Institute, ABI Journal, Vol. XXII, No. 5., 2003.

Author, "Determining Adequate Notice in Rule 23 Actions," For The Defense, Vol. 44, No. 9 September, 2002.

Author, "Legal Notice, What You Need To Know and Why," Monograph, July 2002.

Co-Author, "The Electronic Nature of Legal Noticing," The American Bankruptcy Institute Journal, Vol. XXI, No. 3, April 2002.

Author, "Three Important Mantras for CEO's and Risk Managers," - International Risk Management Institute, irmi.com, January 2002.

Co-Author, "Used the Bat Signal Lately," The National Law Journal, Special Litigation Section, February 19, 2001.

Author, "How Much is Enough Notice," Dispute Resolution Alert, Vol. 1, No. 6. March 2001.

Author, "Monitoring the Internet Buzz," The Risk Report, Vol. XXIII, No. 5, Jan. 2001.

Author, "High-Profile Product Recalls Need More Than the Bat Signal," - International Risk Management Institute, irmi.com, July 2001.

Co-Author, "Do You Know What 100 Million People are Buzzing About Today?" Risk and Insurance Management, March 2001.

Quoted Article, "Keep Up with Class Action," Kentucky Courier Journal, March 13, 2000.



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Author, "The Great Debate - How Much is Enough Legal Notice?" American Bar Association – Class Actions and Derivatives Suits Newsletter, winter edition 1999.

SPEAKER/EXPERT PANELIST/PRESENTER

ABA National Symposium	Faculty Panelist, "Ethical Considerations in Settling Class Actions," New Orleans, LA March 2016.
SF Banking Attorney Assn.	Speaker, "How a Class Action Notice can Make or Break your Client's Settlement," San Francisco, CA May 2015.
Perrin Class Action Conf.	Faculty Panelist, "Being Media Relevant, What It Means and Why It Matters – The Social Media Evolution: Trends, Challenges and Opportunities," Chicago, IL May 2015.
Bridgeport Continuing Ed.	Speaker, Webinar "Media Relevant in the Class Notice Context." July, 2014.
Bridgeport Continuing Ed.	Faculty Panelist, "Media Relevant in the Class Notice Context." Los Angeles, California, April 2014.
CASD 5 th Annual	Speaker, "The Impact of Social Media on Class Action Notice." Consumer Attorneys of San Diego Class Action Symposium, San Diego, California, September 2012.
Law Seminars International	Speaker, "Class Action Notice: Rules and Statutes Governing FRCP (b)(3) Best Practicable... What constitutes a best practicable notice? What practitioners and courts should expect in the new era of online and social media." Chicago, IL, October 2011. *Voted by attendees as one of the best presentations given.
CASD 4 th Annual	Faculty Panelist, "Reasonable Notice - Insight for practitioners on the FJC's <i>Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide</i> . Consumer Attorneys of San Diego Class Action Symposium, San Diego, California, October 2011.
CLE International	Faculty Panelist, Building a Workable Settlement Structure, CLE International, San Francisco, California May, 2011.
CASD	Faculty Panelist, "21 st Century Class Notice and Outreach." 3 rd Annual Class Action Symposium CASD Symposium, San Diego, California,



	October 2010.
CASD	Faculty Panelist, "The Future of Notice." 2 nd Annual Class Action Symposium CASD Symposium, San Diego California, October 2009.
American Bar Association	Speaker, 2008 Annual Meeting, "Practical Advice for Class Action Settlements: The Future of Notice In the United States and Internationally – Meeting the Best Practicable Standard." Section of Business Law Business and Corporate Litigation Committee – Class and Derivative Actions Subcommittee, New York, NY, August 2008.
Women Lawyers Assn.	Faculty Panelist, Women Lawyers Association of Los Angeles of Los Angeles, 2008.
(WLALA) CLE Presentation,	"The Anatomy of a Class Action." Los Angeles, CA, February, 2008.
Warranty Chain Mgmt.	Faculty Panelist, Presentation Product Recall Simulation. Tampa, Florida, March 2007.
Practicing Law Institute (PLI)	Faculty Panelist, CLE Presentation, 11 th Annual Consumer Financial Services Litigation. Presentation: Class Action Settlement Structures – Evolving Notice Standards in the Internet Age. New York/Boston (simulcast), NY March 2006; Chicago, IL April 2006 and San Francisco, CA, May 2006.
U.S. Consumer Product Safety Commission	Ms. Finegan participated as an expert panelist to the Consumer Product Safety Commission to discuss ways in which the CPSC could enhance and measure the recall process. As a panelist, Ms Finegan discussed how the CPSC could better motivate consumers to take action on recalls and how companies could scientifically measure and defend their outreach efforts. Bethesda MD, September 2003.
Weil, Gotshal & Manges	Presenter, CLE presentation, "A Scientific Approach to Legal Notice Communication." New York, June 2003.
Sidley & Austin	Presenter, CLE presentation, "A Scientific Approach to Legal Notice Communication." Los Angeles, May 2003.



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Kirkland & Ellis	Speaker to restructuring group addressing “The Best Practicable Methods to Give Notice in a Tort Bankruptcy.” Chicago, April 2002.
Georgetown University Law	Faculty, CLE White Paper: “What are the best practicable methods to Center Mass Tort Litigation give notice? Dispelling the communications myth – A notice Institute disseminated is a notice communicated,” Mass Tort Litigation Institute. Washington D.C., November, 2001.
American Bar Association	Presenter, “How to Bullet-Proof Notice Programs and What Communication Barriers Present Due Process Concerns in Legal Notice,” ABA Litigation Section Committee on Class Actions & Derivative Suits. Chicago, IL, August 6, 2001.
McCutchin, Doyle, Brown	Speaker to litigation group in San Francisco and simulcast to four other & Enerson McCutchin locations, addressing the definition of effective notice and barriers to communication that affect due process in legal notice. San Francisco, CA, June 2001.
Marylhurst University	Guest lecturer on public relations research methods. Portland, OR, February 2001.
University of Oregon	Guest speaker to MBA candidates on quantitative and qualitative research for marketing and communications programs. Portland, OR, May 2001.
Judicial Arbitration & Mediation Services (JAMS)	Speaker on the definition of effective notice. San Francisco and Los Angeles, CA, June 2000.
International Risk Management Institute	Past Expert Commentator on Crisis and Litigation Communications. www.irmi.com .
The American Bankruptcy Institute Journal (ABI)	Past Contributing Editor – Beyond the Quill. www.abi.org .

BACKGROUND

Ms Finegan’s past experience includes working in senior management for leading Class Action Administration firms including The Garden City Group (“GCG”) and Poorman-Douglas Corp., (“EPIQ”). Ms. Finegan co-founded Huntington Advertising, a nationally recognized leader in legal notice communications. After Fleet Bank purchased her firm in 1997, she grew the company into one of the nation’s leading legal notice communication agencies.



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Prior to that, Ms. Finegan spearheaded Huntington Communications, (an Internet development company) and The Huntington Group, Inc., (a public relations firm). As a partner and consultant, she has worked on a wide variety of client marketing, research, advertising, public relations and Internet programs. During her tenure at the Huntington Group, client projects included advertising (media planning and buying), shareholder meetings, direct mail, public relations (planning, financial communications) and community outreach programs. Her past client list includes large public and privately held companies: Code-A-Phone Corp., Thrifty-Payless Drug Stores, Hyster-Yale, The Portland Winter Hawks Hockey Team, U.S. National Bank, U.S. Trust Company, Morley Capital Management, and Durametal Corporation.

Prior to Huntington Advertising, Ms. Finegan worked as a consultant and public relations specialist for a West Coast-based Management and Public Relations Consulting firm.

Additionally, Ms. Finegan has experience in news and public affairs. Her professional background includes being a reporter, anchor and public affairs director for KWJJ/KJIB radio in Portland, Oregon, as well as reporter covering state government for KBZY radio in Salem, Oregon. Ms. Finegan worked as an assistant television program/promotion manager for KPDX directing \$50 million in programming. She was also the program/promotion manager at KECH-22 television.

Ms. Finegan's multi-level communication background gives her a thorough, hands-on understanding of media, the communication process, and how it relates to creating effective and efficient legal notice campaigns.

MEMBERSHIPS, PROFESSIONAL CREDENTIALS

APR - The Universal Board of Accreditation Public Relations Society of America – Accredited.

Member of the Public Relations Society of America

Member Canadian Public Relations Society

Also see *LinkedIn* page.

Exhibit B

ARNOLD & PORTER LLP

E. Alex Beroukhim
Alex.Beroukhim@aporter.com

+1 213.243.4000
+1 213.243.4199 Fax

777 South Figueroa Street
Forty-Fourth Floor
Los Angeles, CA 90017-5844

August 22, 2016

VIA Priority MAIL

United States Attorney General
Loretta E. Lynch
U.S. Department of Justice
Washington, DC 20530

Re: Notice of Proposed Class Action Settlement Pursuant to 28 U.S.C. § 1715

Dear Loretta E. Lynch:

ARNOLD AND PORTER LLP represents BP Solar International, Inc. (“BP Solar”) and Home Depot U.S.A., Inc. (“Home Depot”) in a putative class action lawsuit entitled *Michael Allagas, et al., v. BP Solar International, Inc.*, Case No. 3:14-cv-00560-SI (EDL). The lawsuit is pending before the Honorable Susan Illston in the United States District Court for the Northern District of California, San Francisco Division. This letter is to advise you that Plaintiffs filed a Motion for Preliminary Approval of Class Action Settlement in connection with this class action lawsuit on August 12, 2016.

Case Name: *Michael Allagas, et al., v. BP Solar International, Inc.*

Case Number: 3:14-cv-00560-SI (EDL)

Jurisdiction: United States District Court,
Northern District of California

**Date Settlement
Filed with Court:** August 12, 2016

BP Solar and Home Depot deny any wrongdoing or liability whatsoever, but have decided to settle this action in order to eliminate the burden, expense, and uncertainties of further litigation. In compliance with 28 U.S.C. § 1715(b), BP Solar and Home Depot provide the following information:

1. **28 U.S.C. § 1715(b)(1) – Complaint and Related Materials:** Copies of the *Class Action Complaint* and *Conditional Third Amended Complaint* are included on the enclosed CD Rom.

ARNOLD & PORTER LLP

Loretta E. Lynch
August 22, 2016
Page 2

2. **28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing:** As of August 22, 2016, the Court has not yet scheduled a final fairness hearing in this matter. Plaintiffs filed *Plaintiffs’ Notice of Motion and Motion for Preliminary Approval of Class Action Settlement and Unopposed Motion for Certification of Settlement Class* and a hearing has been set on August 24, 2016, at 10:00 a.m. before the Honorable Susan Illston. A copy of *Plaintiffs’ Notice of Motion and Motion for Preliminary Approval of Class Action Settlement and Unopposed Motion for Certification of Settlement Class* is included on the enclosed CD Rom.
3. **28 U.S.C. § 1715(b)(3) and 28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement and Notification to Class Members:** A copy of the *Class Action Settlement Agreement* is included on the enclosed CD Rom, as an attachment to Plaintiffs’ Notice of Unopposed Motion and Motion for Preliminary Approval of Class Action Settlement. Exhibits to that Unopposed Motion include copies of the *Claim Form, Long Form Notice, and Summary Notice* to be provided to the class.
4. **28 U.S.C. § 1715(b)(5) – Any Settlement or Other Contemporaneous Agreement:** There is no other settlement or other agreement contemporaneously made between class counsel and counsel for the defendants.
5. **28 U.S.C. § 1715(b)(6) – Final Judgment:** No Final Judgment has been reached as of August 22, 2016, nor have any Notices of Dismissal been granted at this time.
6. **28 U.S.C. § 1715(b)(7)(A)-(B) – Names of Class Members/Estimate of Class Members:** Due to the definition of the class and its large potential size, it is not feasible for BP Solar and Home Depot to provide the names of class members who reside in each State. The settlement class is defined in relevant part as those “persons or entities in the United States (a) who purchased Class Panels for initial installation on a property or who purchased properties on which Class Panels had been installed, and (b) who currently own some or all of those panels.” Excluded from the class are: “(1) Defendants, any entity in which Defendants have a controlling interest, and their legal representatives, officers, directors, employees, assigns and successors; (2) the United States government and any agency or instrumentality thereof; (3) the judge to whom this case is assigned and any member of the judge’s immediate family; and (4) persons who timely and validly opt to exclude themselves from the Settlement Class.” It is estimated that there could be as many as 8,000 individuals in the class nationwide. Of these individuals, BP Solar and Home Depot have contact

ARNOLD & PORTER LLP

Loretta E. Lynch
 August 22, 2016
 Page 3

information for approximately 5000 to 6000 who may be members of the Settlement Class and they will receive direct email or mail notice regardless of the State they live. The following table sets forth a reasonable estimate of class members, which also represents the estimated proportionate share of the claims of such members to the entire settlement.

State	<i>Estimated % of Class Members and Proportionate Share of Claims</i>
AZ, MD, TX	≈ 1%
CA	≈ 67%
ME, NJ	≈ 2%
NM	≈ 15%
OR	≈ 3%
VT	≈ 7%
Each other state	< 0.5 %

7. **28 U.S.C. § 1715(b)(8) – Judicial Opinions Related to the Settlement:** As the proposed Settlement is still pending final approval by the Court, there are no opinions related to the settlement available at this time. Copies of the *Minute Order* denying Defendant's Motion to Dismiss (issued October 6, 2015) are included on the enclosed CD Rom.

If for any reason you believe the enclosed information does not fully comply with 28 U.S.C. § 1715, please contact the undersigned at (213) 243-4000 immediately so that BP Solar and Home Depot can address any concerns or questions you may have.

Thank you.

Sincerely,

/s/
 Alex Beroukhim
 ARNOLD & PORTER LLP

Enclosure – CD Rom

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Mailer's Name and Address

Heffler Claims Group
 Claims Administrator
 Suite 1700
 1515 Market Street
 Philadelphia, PA 19102

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Date: 08/22/16
Time: 08:16:51
Number: 0464320

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71189042955123784770 SEQ# 00000001		UNITED STATES ATTORNEY GENERAL LORETTA E. LYNCH U.S. DEPARTMENT OF JUSTICE 950 PENNSYLVANIA AVE NW WASHINGTON DC 20530-0009	3.00	205	1C	3.30	1.40	0.00	1.310	6.010
71189042955123784787 SEQ# 00000002		ALABAMA ATTORNEY GENERAL LUTHER STRANGE PO BOX 300152 MONTGOMERY AL 36130-0152	3.00	361	1C	3.30	1.40	0.00	1.310	6.010
71189042955123784794 SEQ# 00000003		ALASKA ATTORNEY GENERAL JAHNA LINDEMUTH 1031 W 4TH AVE STE 200 ANCHORAGE AK 99501-1994	3.00	995	1C	3.30	1.40	0.00	1.310	6.010
71189042955123784800 SEQ# 00000004		American Samoa Attorney General Talauega Eleasalo Territory of American Samoa American Samoa Gov't, Exec. Ofc. Bldg, U Pago Pago AS 96799	3.00	967	1C	3.30	1.40	0.00	1.310	6.010
71189042955123784817 SEQ# 00000005		ARIZONA ATTORNEY GENERAL MARK BRNOVICH 1275 W WASHINGTON ST PHOENIX AZ 85007-2926	3.00	850	1C	3.30	1.40	0.00	1.310	6.010

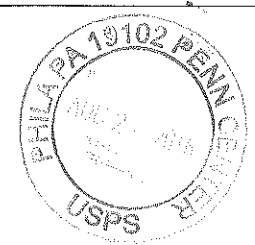
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Manifest Totals:	57	\$74.670	\$188.10	\$79.80	\$0.00	\$342.570

Total Number of Received: 57 USPS CERTIFICATION

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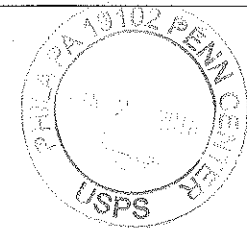
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71189042955123784824 SEQ# 00000006		ARKANSAS ATTORNEY GENERAL LESLIE RUTLEDGE 323 CENTER ST STE 200 LITTLE ROCK AR 72201-2610	3.00	722	1C	3.30	1.40	0.00	1.310	6.010
71189042955123784831 SEQ# 00000007		CALIFORNIA ATTORNEY GENERAL KAMALA HARRIS 1300 I ST STE 1740 SACRAMENTO CA 95814-2954	3.00	958	1C	3.30	1.40	0.00	1.310	6.010
71189042955123784848 SEQ# 00000008		COLORADO ATTORNEY GENERAL CYNTHIA COFFMAN RALPH L. CARR COLORADO JUDICIAL CENTER 1300 N BROADWAY FL. 10 DENVER CO 80203-2104	3.00	802	1C	3.30	1.40	0.00	1.310	6.010
71189042955123784855 SEQ# 00000009		CONNECTICUT ATTORNEY GENERAL GEORGE JESPEN 55 ELM ST HARTFORD CT 06106-1746	3.00	061	1C	3.30	1.40	0.00	1.310	6.010
71189042955123784862 SEQ# 00000010		DELAWARE ATTORNEY GENERAL MATTHEW DENN CARVEL STATE OFFICE BUILDING 820 N FRENCH ST WILMINGTON DE 19801-3509	3.00	198	1C	3.30	1.40	0.00	1.310	6.010

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Manifest Totals:	57	\$74.670	\$188.10	\$79.80	\$0.00	\$342.570

Total Number of Received: 57 **USPS CERTIFICATION**



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71189042955123784879 SEQ# 00000011		District of Columbia Attorney General Karl A. Racine 441 4th Street, NW, Suite 1100 S Washington DC 20001	3.00	200	1C	3.30	1.40	0.00	1.310	6.010
71189042955123784886 SEQ# 00000012		FLORIDA ATTORNEY GENERAL PAMELA J. BONDI THE CPITOL, PL 01 TALLAHASSEE FL 32399-0001	3.00	323	1C	3.30	1.40	0.00	1.310	6.010
71189042955123784893 SEQ# 00000013		GEORGIA ATTORNEY GENERAL SAMUEL S. OLENS 40 CAPITOL SQ SW ATLANTA GA 30334-9057	3.00	303	1C	3.30	1.40	0.00	1.310	6.010
71189042955123784909 SEQ# 00000014		GUAM ATTORNEY GENERAL ELIZABETH BARRETT-ANDERSON OFFICE OF THE ATTORNEY GENERAL ITC BUILD 590 S MARINE CORPS DR STE 706 TAMUNING GU 96913-3537	3.00	969	1C	3.30	1.40	0.00	1.310	6.010
71189042955123784916 SEQ# 00000015		HAWAII ATTORNEY GENERAL DOUGLAS S. CHIN 425 QUEEN ST HONOLULU HI 96813-2903	3.00	968	1C	3.30	1.40	0.00	1.310	6.010

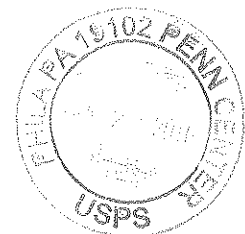
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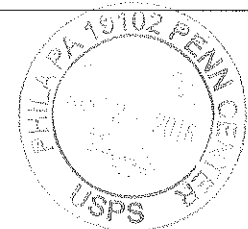
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71189042955123784930 SEQ# 00000017		ILLINOIS ATTORNEY GENERAL LISA MADIGAN JAMES R. THOMPSON CTR. 100 W RANDOLPH ST CHICAGO IL 60601-3271	3.00	606	1C	3.30	1.40	0.00	1.310	6.010
71189042955123784947 SEQ# 00000018		INDIANA ATTORNEY GENERAL GREG ZOELLER INDIANA GOVERNMENT CENTER SOUTH - 5TH FL 302 W WASHINGTON ST INDIANAPOLIS IN 46204-4701	3.00	462	1C	3.30	1.40	0.00	1.310	6.010
71189042955123784954 SEQ# 00000019		IOWA ATTORNEY GENERAL TOM MILLER HOOVER STATE OFFICE BUILDING 1305 E WALNUT ST DES MOINES IA 50319-0106	3.00	503	1C	3.30	1.40	0.00	1.310	6.010
71189042955123784961 SEQ# 00000020		KANSAS ATTORNEY GENERAL DEREK SCHMIDT 120 SW 10TH AVE FL 2 TOPEKA KS 66612-1237	3.00	666	1C	3.30	1.40	0.00	1.310	6.010

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71189042955123784978 SEQ# 00000021		KENTUCKY ATTORNEY GENERAL ANDY BESHEAR CAPITOL BUILDING, 700 CAPITAL AVE RM 118 FRANKFORT KY 40601-3458	3.00	406	1C	3.30	1.40	0.00	1.310	6.010
71189042955123784985 SEQ# 00000022		LOUISIANA ATTORNEY GENERAL JEFF LANDRY PO BOX 94095 BATON ROUGE LA 70804-9095	3.00	708	1C	3.30	1.40	0.00	1.310	6.010
71189042955123784992 SEQ# 00000023		MAINE ATTORNEY GENERAL JANET. T MILLS STATE HOUSE STATION 6 AUGUSTA ME 04333-0001	3.00	043	1C	3.30	1.40	0.00	1.310	6.010
71189042955123785005 SEQ# 00000024		MARYLAND ATTORNEY GENERAL BRIAN FROSH 200 SAINT PAUL ST BALTIMORE MD 21202-2004	3.00	212	1C	3.30	1.40	0.00	1.310	6.010
71189042955123785012 SEQ# 00000025		MASSACHUSETTS ATTORNEY GENERAL MAURA HEALEY 1 ASHBURTON PL BOSTON MA 02108-1518	3.00	021	1C	3.30	1.40	0.00	1.310	6.010

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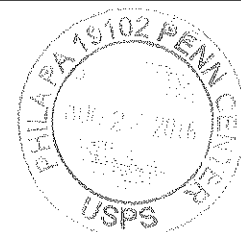
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71189042955123785029 SEQ# 00000026		MICHIGAN ATTORNEY GENERAL BILL SHUETTE 525 W. OTTAWA ST. PO BOX 30212 LANSING MI 48909-7712	3.00	489	1C	3.30	1.40	0.00	1.310	6.010
71189042955123785036 SEQ# 00000027		MINNESOTA ATTORNEY GENERAL LORI SWANSON STATE CAPITOL, STE. 102 SAINT PAUL MN 55155-0001	3.00	551	1C	3.30	1.40	0.00	1.310	6.010
71189042955123785043 SEQ# 00000028		MISSISSIPPI ATTORNEY GENERAL JIM HOOD DEPARTMENT OF JUSTICE PO BOX 220 JACKSON MS 39205-0220	3.00	392	1C	3.30	1.40	0.00	1.310	6.010
71189042955123785050 SEQ# 00000029		MISSOURI ATTORNEY GENERAL CHRIS KOSTER SUPREME CT. BLDG. 207 W HIGH ST JEFFERSON CITY MO 65101-1516	3.00	651	1C	3.30	1.40	0.00	1.310	6.010
71189042955123785067 SEQ# 00000030		MONTANA ATTORNEY GENERAL TIM FOX JUSTICE BLDG. 215 N SANDERS ST HELENA MT 59601-4522	3.00	596	1C	3.30	1.40	0.00	1.310	6.010

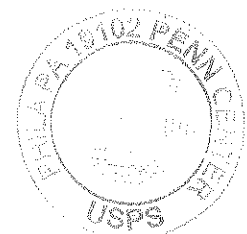
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Manifest Totals:	57	\$74.670	\$188.10	\$79.80	\$0.00	\$342.570

Total Number of Received: 57 **USPS CERTIFICATION**

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71189042955123785081 SEQ# 00000032		NEVADA ATTORNEY GENERAL ADAM PAUL LAXALT OLD SUPREME CT. BLDG. 100 N CARSON ST CARSON CITY NV 89701-4717	3.00	897	1C	3.30	1.40	0.00	1.310	6.010
71189042955123785098 SEQ# 00000033		NEW HAMPSHIRE ATTORNEY GENERAL JOSEPH A. FOSTER 33 CAPITOL ST CONCORD NH 03301-6310	3.00	033	1C	3.30	1.40	0.00	1.310	6.010
71189042955123785104 SEQ# 00000034		NEW JERSEY ATTORNEY GENERAL CHRISTOPHER S. PORRINO RICHARD J. HUGHES JUSTICE COMPLEX PO BOX 80 TRENTON NJ 08625-0080	3.00	086	1C	3.30	1.40	0.00	1.310	6.010
71189042955123785111 SEQ# 00000035		NEW MEXICO ATTORNEY GENERAL HECTOR BALDERAS PO BOX 1508 SANTA FE NM 87504-1508	3.00	875	1C	3.30	1.40	0.00	1.310	6.010

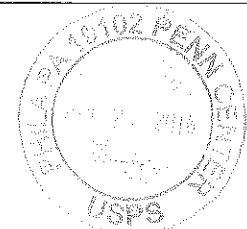
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Page Totals	5	\$6.550	\$16.50	\$7.00	\$0.00	\$30.050
Cumulative Page Totals:	35	\$45.850	\$115.50	\$49.00	\$0.00	\$210.350
Manifest Totals:	57	\$74.670	\$188.10	\$79.80	\$0.00	\$342.570

Total Number of Received: 57 **USPS CERTIFICATION**

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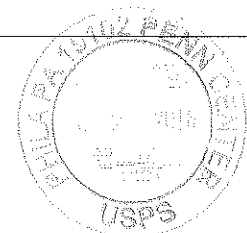
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Date: 08/22/16
Time: 08:16:51
Number: 0464320

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71189042955123785128 SEQ# 00000036		New York Attorney General Eric Schneiderman Depermant of Law - The Capitol, 2nd fl. Albany NY 12224	3.00	122	1C	3.30	1.40	0.00	1.310	6.010
71189042955123785135 SEQ# 00000037		NORTH CAROLINA ATTORNEY GENERAL ROY COOPER DEPT. OF JUSTICE PO BOX 629 RALEIGH NC 27602-0629	3.00	276	1C	3.30	1.40	0.00	1.310	6.010
71189042955123785142 SEQ# 00000038		North Dakota Attorney General Wyne Stenehjem 600 E. Boulevard State Capitol Bismarck ND 58505-0040	3.00	585	1C	3.30	1.40	0.00	1.310	6.010
71189042955123785159 SEQ# 00000039		NORTHERN MARIANA ISLANDS ATTORNEY GENERA EDWARD MANIBUSAN ADMINISTRATION BUILDING PO BOX 10007 SAIPAN MP 96950-8907	3.00	969	1C	3.30	1.40	0.00	1.310	6.010
71189042955123785166 SEQ# 00000040		OHIO ATTORNEY GENERAL MIKE DEWINE STATE OFFICE TOWER 30 E BROAD ST COLUMBUS OH 43215-3414	3.00	432	1C	3.30	1.40	0.00	1.310	6.010

	Pieces	Postage	Certified	Return Receipt	Restricted Del.	Total Cost
Page Totals	5	\$6.550	\$16.50	\$7.00	\$0.00	\$30.050
Cumulative Page Totals:	40	\$52.400	\$132.00	\$56.00	\$0.00	\$240.400
Manifest Totals:	57	\$74.670	\$188.10	\$79.80	\$0.00	\$342.570

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71189042955123785173 SEQ# 00000041		OKLAHOMA ATTORNEY GENERAL SCOTT PRUITT 313 NE 21ST ST OKLAHOMA CITY OK 73105-3207	3.00	731	1C	3.30	1.40	0.00	1.310	6.010
71189042955123785180 SEQ# 00000042		OREGON ATTORNEY GENERAL ELLEN F. ROSENBLUM JUSTICE BLDG. 1162 COURT ST NE SALEM OR 97301-4095	3.00	973	1C	3.30	1.40	0.00	1.310	6.010
71189042955123785197 SEQ# 00000043		PENNSYLVANIA ATTORNEY GENERAL 1600 STRAWBERRY SQUARE HARRISBURG PA 17120-0001	3.00	171	1C	3.30	1.40	0.00	1.310	6.010
71189042955123785203 SEQ# 00000044		Puerto Rico Attorney General Cesar R. Miranda-Rodriguez P.O. Box 902192 San Juan PR 00902-0192	3.00	009	1C	3.30	1.40	0.00	1.310	6.010
71189042955123785210 SEQ# 00000045		RHODE ISLAND ATTORNEY GENERAL PETER KILMARTIN 150 S MAIN ST PROVIDENCE RI 02903-2907	3.00	029	1C	3.30	1.40	0.00	1.310	6.010

	Pieces	Postage	Certified	Return Receipt	Restricted Del.	Total Cost
Page Totals	5	\$6.550	\$16.50	\$7.00	\$0.00	\$30.050
Cumulative Page Totals:	45	\$58.950	\$148.50	\$63.00	\$0.00	\$270.450
Manifest Totals:	57	\$74.670	\$188.10	\$79.80	\$0.00	\$342.570

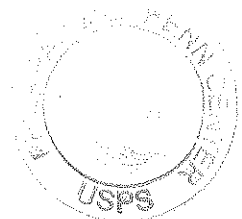
Total Number of Received: 57

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DUNS No.	Article No.	Addressee Name Delivery Address	Wt. oz.	ZIP/ Zone	Class/ Rate	Cert Fee	SC Fee	RD Fee	Postage Fee	Total Charge
71189042955123785227 SEQ# 00000046		SOUTH CAROLINA ATTORNEY GENERAL ALAN MCCRORY WILSON REMBERT C. DENNIS OFFICE BUILDING PO BOX 11549 COLUMBIA SC 29211-1549	3.00	292	1C	3.30	1.40	0.00	1.310	6.010
71189042955123785234 SEQ# 00000047		SOUTH DAKOTA ATTORNEY GENERAL MARTY J. JACKLEY 1302 E HIGHWAY 14 STE 1 PIERRE SD 57501-8501	3.00	575	1C	3.30	1.40	0.00	1.310	6.010
71189042955123785241 SEQ# 00000048		TENNESSEE ATTORNEY GENERAL HERBERT H. SLATERY 425 5TH AVE N NASHVILLE TN 37243-3400	3.00	372	1C	3.30	1.40	0.00	1.310	6.010
71189042955123785258 SEQ# 00000049		TEXAS ATTORNEY GENERAL KEN PAXTON CAPITOL STATION PO BOX 12548 AUSTIN TX 78711-2548	3.00	787	1C	3.30	1.40	0.00	1.310	6.010
71189042955123785265 SEQ# 00000050		Utah Attorney General Sean Reyes State Capitol, RM. 236 Salt Lake City UT 84114-0810	3.00	841	1C	3.30	1.40	0.00	1.310	6.010

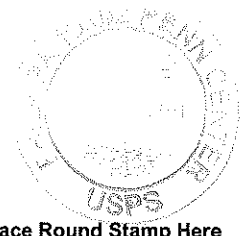
	Pieces	Postage	Certified	Return Receipt	Restricted Del.	Total Cost
Page Totals	5	\$6.550	\$16.50	\$7.00	\$0.00	\$30.050
Cumulative Page Totals:	50	\$65.500	\$165.00	\$70.00	\$0.00	\$300.500
Manifest Totals:	57	\$74.670	\$188.10	\$79.80	\$0.00	\$342.570

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Number: 0464320

DUNS No.	Article No.	Addressee Name Delivery Address	Wt. oz.	ZIP/ Zone	Class/ Rate	Cert Fee	SC Fee	RD Fee	Postage Fee	Total Charge
71189042955123785272 SEQ# 00000051		VERMONT ATTORNEY GENERAL WILLIAM H. SORRELL 109 STATE ST MONTPELIER VT 05609-0002	3.00	056	1C	3.30	1.40	0.00	1.310	6.010
71189042955123785289 SEQ# 00000052		Virgin Islands Attorney General Claude E. Walker G.E.R.S. Complex 34-38 Kronprinsdens Gad Department of Justice St. Thomas VI 00802	3.00	008	1C	3.30	1.40	0.00	1.310	6.010
71189042955123785296 SEQ# 00000053		VIRGINIA ATTORNEY GENERAL MARK HERRING 900 E MAIN ST RICHMOND VA 23219-3548	3.00	232	1C	3.30	1.40	0.00	1.310	6.010
71189042955123785302 SEQ# 00000054		WASHINGTON ATTORNEY GENERAL BOB FERGUSON PO BOX 40100 1125 WASHINGTON ST SE OLYMPIA WA 98501-2283	3.00	985	1C	3.30	1.40	0.00	1.310	6.010
71189042955123785319 SEQ# 00000055		WEST VIRGINIA ATTORNEY GENERAL PATRICK MORRISEY STATE CAPITOL 1900 KANAWHA BLVD E CHARLESTON WV 25305-0009	3.00	253	1C	3.30	1.40	0.00	1.310	6.010

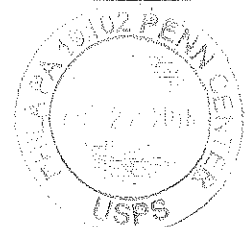
	Pieces	Postage	Certified	Return Receipt	Restricted Del.	Total Cost
Page Totals	5	\$6.550	\$16.50	\$7.00	\$0.00	\$30.050
Cumulative Page Totals:	55	\$72.050	\$181.50	\$77.00	\$0.00	\$330.550
Manifest Totals:	57	\$74.670	\$188.10	\$79.80	\$0.00	\$342.570

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Number: 0464320

DUNS No.	Article No.	Addressee Name Delivery Address	Wt. oz.	ZIP/ Zone	Class/ Rate	Cert Fee	SC Fee	RD Fee	Postage Fee	Total Charge
71189042955123785326 SEQ# 00000056		Wisconsin Attorney General Brad Schimel Wisconsin Department of Justice, State C Madison WI 53707-7857	3.00	537	1C	3.30	1.40	0.00	1.310	6.010
71189042955123785333 SEQ# 00000057		WYOMING ATTORNEY GENERAL PETER K. MICHAEL STATE CAPITOL BLDG. CHEYENNE WY 82002-0001	3.00	820	1C	3.30	1.40	0.00	1.310	6.010

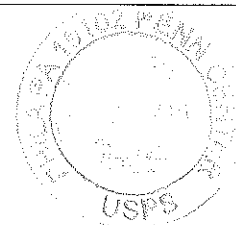
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Page Totals	2	\$2.620	\$6.60	\$2.80	\$0.00	\$12.020
Cumulative Page Totals:	57	\$74.670	\$188.10	\$79.80	\$0.00	\$342.570
Manifest Totals:	57	\$74.670	\$188.10	\$79.80	\$0.00	\$342.570

Total Number of Received: 57 USPS CERTIFICATION

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Date: 08/22/16
Time: 09:23:27
Number: 0464410

DUNS No.	Article No.	Addressee Name Delivery Address	Wt. oz.	ZIP/ Zone	Class/ Rate	Cert Fee	SC Fee	RD Fee	Postage Fee	Total Charge
71189042955123785661 SEQ# 00000001		ARNOLD & PORTER LLP E. ALEX BEROUKHIM 777 S FIGUEROA ST FL 44 LOS ANGELES CA 90017-5800	3.00	900	1C	3.30	1.40	0.00	1.310	6.010

	Pieces	Postage	Certified	Return Receipt	Restricted Del.	Total Cost
Page Totals	1	1.36 \$1.310	✓ \$3.30	2.70 \$1.40	\$0.00	\$6.010
Cumulative Page Totals:	1	\$1.310	\$3.30	\$1.40	\$0.00	\$6.010
Manifest Totals:	1	\$1.310	\$3.30	\$1.40	\$0.00	\$6.010

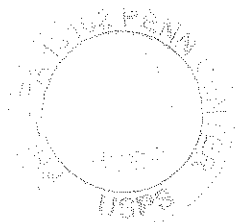
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Exhibit C

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Real
People,
Real
Gatherings
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Decorating
With Fall Naturals
p. 124



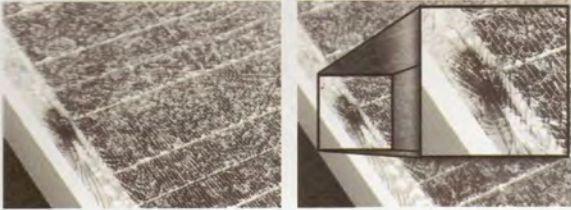
LEGAL NOTICE

You may be entitled to replacement solar panels and/or a new inverter from a BP Solar Settlement

Para una notificación en Español, llamar 1-844-360-2767
o visitar nuestro website www.BPSolarSettlement.com

A Settlement has been reached in a class action lawsuit against BP Solar and Home Depot involving solar panels manufactured between 1999 and 2007 with an S-type junction box ("Class Panels"). You may be entitled to benefits from a \$45.33 million common fund or a separate, \$20 million claims-made settlement.

The lawsuit claims these panels are defective and prone to junction box failures, which could cause burn marks at the junction box, shattered glass, and be a potential fire hazard. BP and Home Depot deny these claims.



Who's Included? The Settlement includes anyone in the United States who: (1) purchased certain BP solar panels for installation on a property, or (2) currently owns a property on which these panels are installed and, in either case, who still owns some or all of the BP solar panels.

The panels were sold through various distributors and retailers, including but not limited to Solar Depot and Home Depot.

What does the Settlement provide? Subject to Court approval, a \$45.33 million fund will be created to pay for the removal and replacement of a subset of Class Panels (Category 1), and to pay administration, attorneys' fees and costs, and Class Representative awards. A separate \$20 million fund will be established for the remaining Class Panels (Category 2), which have a lower failure rate. Category 2 claimants will be entitled to a free visual inspection to identify any failed panels, replacement of failed panels, replacement of all panels if over 20% of panels have failed and, if not all panels are replaced, a free inverter with arc fault detection. Non-residential class members with 400 or more Class Panels will be invited to commercial negotiations. Complete details are found on the website.

How can I receive benefits? You must file a claim to receive benefits. You can file a claim online at www.BPSolarSettlement.com or call 1-844-360-2767. Category 1 claims will be paid until the Fund is spent. Category 2 claims will last for three years after it starts or until the \$20 million fund is spent.

What are my rights? If you want to keep your right to sue the Defendants yourself, you must exclude yourself from the Settlement Class by **November 28, 2016**. If you exclude yourself you will not receive benefits from the Settlement. If you stay in the Settlement Class, you may object to the Settlement by **November 28, 2016**. If you do nothing, you will not receive any benefits but you will still be bound by the Court's decisions.

The Court will hold a hearing on **December 22, 2016 at 3:00 p.m. PST** to consider whether to approve the Settlement and a request for attorneys' fees of up to \$11 million, plus reimbursement of attorneys' costs and expenses up to \$600,000. The motion for attorneys' fees and costs and class representative service awards will be posted on the website after they are filed. You or your own lawyer may appear at the hearing at your own expense. This is only a summary, so please visit the website for complete information.

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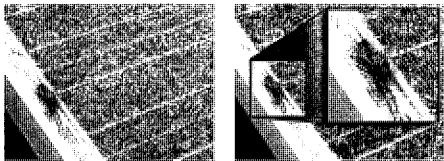
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People picks

No. 4 **JoJo, Mad Love**
A triumphant return

MUSIC POP JoJo shot to fame in 2004 with her killer vocals and a no-b.s. attitude not usually found in a 12-year-old. Time hasn't changed that. On *Mad Love*, her first LP in a decade, she's strong and self-assured, whether raining down scorn on fakers ("FAB") or coaxing tears with a big, soulful anthem about how it feels to be a grown-up girl deserving (and ready for) love. Welcome back, JoJo. (Oct. 14)



Because of a lawsuit with a former label, JoJo didn't drop new tunes for nearly a decade.



A star is born, whether you like it or not: Ballinger (left) and Erik Stocklin.

No. 5 **Haters Back Off!**
Miranda Sings is off-key but on a mission

NETFLIX COMEDY Moving from YouTube to her own series, *Miranda Sings* (Colleen Ballinger) is like a bacterium transferred from a glass slide to a Petri dish: *Haters* gives her a larger surface on which to grow her aggressive megalomania. Here, as in her videos, Miranda is Florence Foster Jenkins for millennials: a stridently untalented singer convinced she's a star (her voice, both singing and speaking, is a nasal yelp that suggests a small mammal in a trap). But now she's surrounded by family, including a pathetic uncle (Steve Little) who seems to have nothing else to believe in—so why not her? *Haters* is somewhere between *Pee-wee Herman* and *Napoleon Dynamite*, and strangely it works. (Launches Oct. 14)



Stewart plays a young teacher reluctant to put down roots.

No. 6 **Certain Women**
MOVIE DRAMA

Even in wide-open spaces, the heart remains hidden. That's the moral of this haunting little movie that binds together the stories of four Montana women. Their tales are glintingly minimalist: Michelle Williams, for instance, wants to buy stones to build a house. We never see so much as a foundation, but somehow we see what Williams is building in her mind, and the comfort she takes in it. The actresses, including Laura Dern, Kristen Stewart and Lily Gladstone, are all excellent. (In limited release Oct. 14, R)

CLOTHING FROM BOTTOM LEFT: BROOKS BROWN; JOJO: MARIANNE FOLEY

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PLANER PAY
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November 2016





10 Shift for nicks

If you have otherwise sharp blades but nicks are leaving "tracks" on your boards, here's a fix that works on most planers. The knives will slide sideways about 1/8 in. Loosen the knife hold-downs and shift every other knife to the right or left, opposite for each one. That will offset the nicks and should prevent the tracks.

11 Sneak up on the first pass

Setting the depth for the first cut is tricky. It's easy to cut too deep and get the wood stuck in the machine. With the machine off, adjust the height until you can't push the board through the first roller. Then raise the head until you can push the board through with just a little bit of drag. Turn it on and send the board through. It may very well go through without any wood getting planed. If so, twist the handle down a half turn and send the wood through again.



12 Mark bad cutting edges

Many planers have multiple knives with reversible edges. It's not always obvious which edge is dull, which knife has been changed out, or even if both edges are already dull. Before you flip knives, mark the edge that's dull. That'll prevent confusion during the change-out and down the road.

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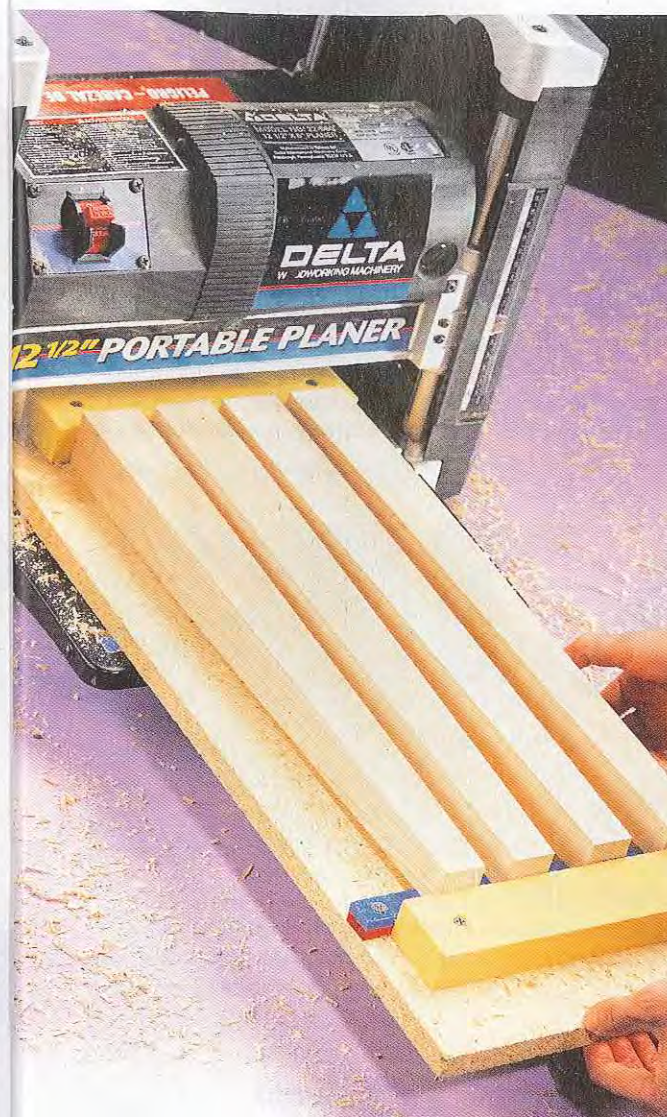
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13 Anchor it or lose it

Send a 14-ft. 2x12 oak plank through your planer? Yep. It's possible. But when that 75-lb. horse begins feeding through and you miss that special balance point by a couple of seconds by running from the infeed side to the outfeed side to support the plank, it can pull your planer right down onto the floor.



14 Taper legs

Use plywood or particleboard to make a skid for the legs, elevating them on one end with a wood strip to control the amount of taper. Screw cleats on the skid to hold the legs while they go through the planer. Taper one side, taking 1/16 in. per pass, then rotate each leg one turn and taper the next side. If you want to taper all four sides, you'll need to double up the wood strip for the other two sides.

15 Stop with a good 'show' side

Generally, you only need one "show" side of a board for a project. If your goal is to achieve a thinner board, make passes on both sides, flipping it over with each pass. When you get a pretty face you're happy with, quit planing on that side and thin the board completely on the other side. That way you'll avoid damaging the show side on the last pass.

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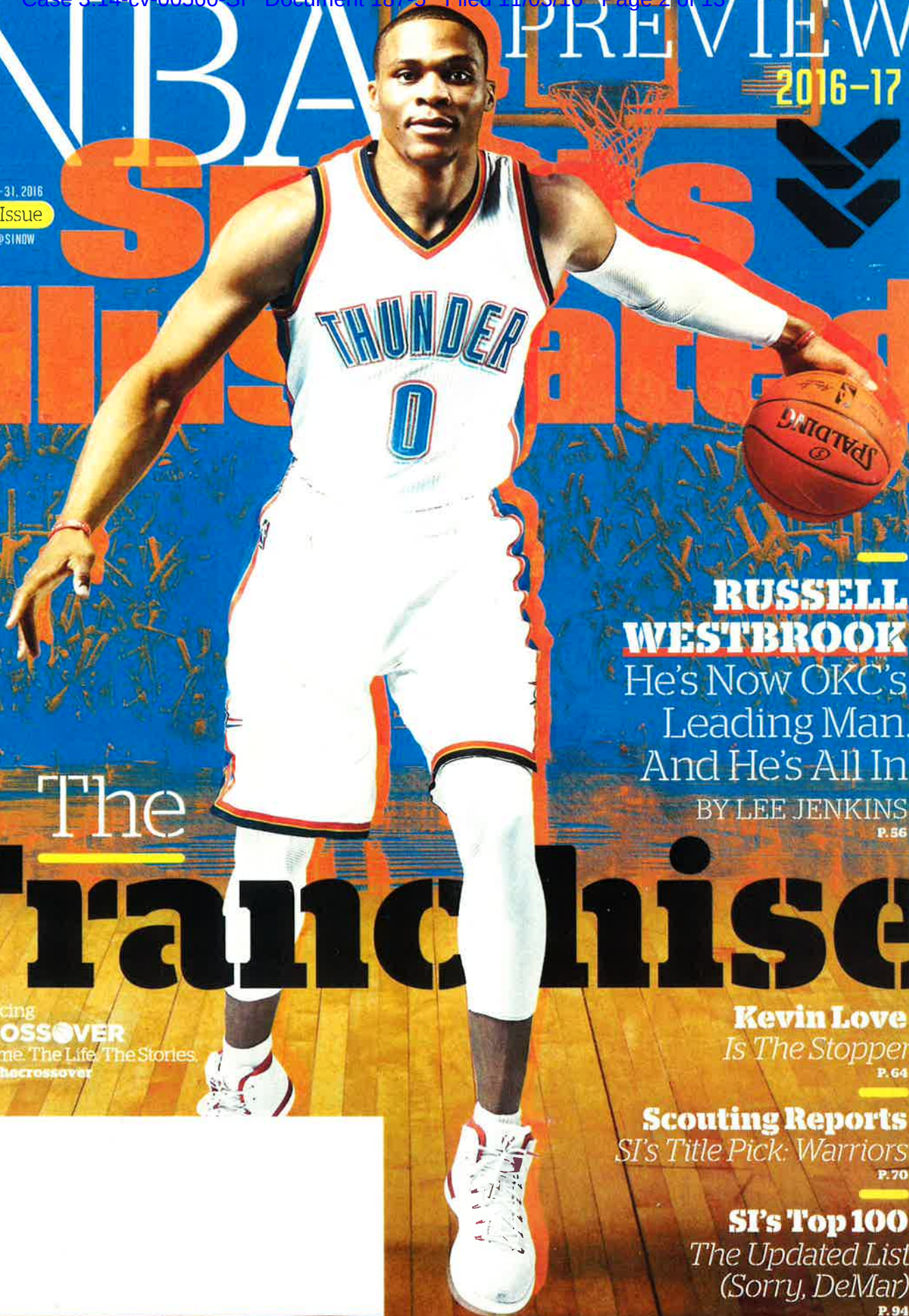
NBA PREVIEW

2016-17

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RUSSELL WESTBROOK

He's Now OKC's Leading Man. And He's All In

BY LEE JENKINS

P. 56

The

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Is The Stopper

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Scouting Reports
SI's Title Pick: Warriors

P. 70

SI's Top 100
The Updated List (Sorry, DeMar)

P. 94



The Toughest Road



	TEAM	OPP. RECORD	BIG GAME
1.	Alabama	22-9 (.710)	Texas A&M
2.	Ohio State	25-11 (.694)	Michigan
3.	Michigan	22-15 (.595)	@Ohio State
4.	Clemson	20-14 (.588)	@Fla. State
5.	Washington	24-15 (.615)	@Utah
6.	Texas A&M	21-16 (.568)	@Alabama
7.	Louisville	23-15 (.605)	@Houston
8.	Nebraska	26-11 (.703)	@Ohio State
9.	Baylor	22-13 (.629)	@Oklahoma
10.	Wisconsin	23-14 (.622)	Nebraska



Of course year one was always going to be about building a foundation, but will Syracuse be able to flip the switch in year two? Says Edinger, "It has never not worked."

GILBERT, FOR one, hopes that remains true. With his West Texas twang and penchant for trucker caps and Cowboy boots, he's at home in Austin, but the losses have brought calls for Strong's head. If Gilbert wants to help his boss make the case that the offense can eventually carry the team, he doesn't need to look far for hope.

Tulsa is 4-2, its only losses a 48-3 drubbing by No. 2 Ohio State and a narrow loss to No. 11 Houston, 38-31, both on the road, while back at the mother ship—Baylor—Briles's offense continues to thrive without Briles. Or at least without Art Briles. The Bears, down to 72 players after defections, dismissals, transfers and injuries, are 6-0, ranked ninth and averaging 41.4 points. They're led by a 33-year-old offensive coordinator who ran the Baylor offense as a quarterback at Stephenville and at Houston. Kendal Briles is proving that both he and the offense can flourish without his dad around.

Of course, he may not be the only Briles coaching for long. One of the most intriguing dramas of the final weeks of the season will be whether Briles will return to the sidelines in 2017. LSU has dismissed its coach, and other top-tier programs are bound to follow suit. Only one can land Houston's Tom Herman, this season's most coveted candidate. Will some athletic director decide that Briles's record of success is worth the inevitable backlash that would come with hiring him?

The coming months will tell. □

GREG NELSON (HURTS)

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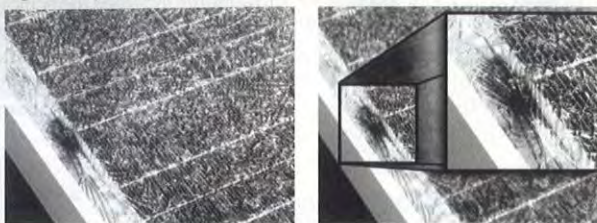
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Exhibit D

ELECTION 2016

NEWS ANALYSIS

Clinton Stagers Trump At the End

From Page A1

Instead, she burrowed deeply into a defense of New York City's current mayor and his crime-fighting tactics, taking several minutes to circle back to Mr. Trump's long, flawed relationship with race.

It was a staggering spectacle: Momentarily, perhaps, but against all odds, Mr. Trump — whose business career and candidacy have prompted loud and repeated accusations of racism — had managed to make himself appear as though he were a more faithful advocate for the nation's black community.

Mrs. Clinton's challenge was evident from the moment she walked onto the stage at Hofstra University on Long Island: How much respect should she show to a rival of unparalleled incivility, who misrepresents the truth with abandon, crassly rates women's looks on a scale of 1 to 10 and casually denigrates entire ethnic groups — a man whose words Mrs. Clinton has described as racist, xenophobic and misogynistic?

She signaled, in the opening moments of the debate, that she would take the high road, striding cheerily toward Mr. Trump, shaking his hand and jauntily asking, "How are ya, Donald?"

Mrs. Clinton's supporters desperately wanted her to savage Mr. Trump, over and over, to bludgeon him with his own fallacious words and messy record in business. She delivered a few of those attacks, aware of something that they did not and perhaps could not: that her team of data-mining aides know exactly whom they still need to win over on Nov. 8. And those voters — young people and white, college-educated suburbanites — know full well what Mr. Trump's inadequacies are.

"I don't think her job was to disqualify Trump," said Paul Begala, a longtime Democratic



MARK MAKELA FOR THE NEW YORK TIMES

Gullifty's, a restaurant in Rosemont, Pa., showed the debate on Monday night. Donald J. Trump said Hillary Clinton lacked the "stamina" to be president.

operative who advises a "super PAC" supporting Mrs. Clinton. "Trump has already discredited Trump in their eyes."

But that calculus may have provided little solace to Mrs. Clinton's supporters watching on television as she sometimes struggled to repel Mr. Trump's attack.

Mrs. Clinton eventually found her footing in the second half of the debate. The moderator, Lester Holt, helped.

After Mr. Holt confronted Mr. Trump over his repeated insinuation that Mr. Obama was born outside the United States, he turned to Mrs. Clinton for a response.

"Well," she said coolly, "just listen to what you heard."

She deftly tied Mr. Trump's propagation of a "racist birther lie," in her words, to what she

called his "long record of engaging in racist behavior." Seeking to establish a decades-long trend, she cited a 1970s housing discrimination lawsuit brought by the Justice Department against the Trump family business.

And by the end, Mrs. Clinton found success with a formula that had bedeviled Mr. Trump at times in Republican primary debates: confronting him over disparaging remarks about the appearance of women.

Mr. Holt again assisted, this time by pressing Mr. Trump on his remark that Mrs. Clinton lacked a presidential "look." Mr. Trump repeated the charge, but pivoted to attack Mrs. Clinton's physicality in a different way. He said — repeatedly, and bitingly — that she lacked the "stamina" to serve.

This time, Mrs. Clinton was

prepared.

"If he travels to 112 countries and negotiates a peace deal, a cease-fire, a release of dissidents, an opening of new opportunities in nations around the world, or even spends 11 hours testifying in front of a congressional committee," she began, "he can talk to me about stamina."

Then she went in for the kill.

Mr. Trump tried to cut short the exchange, sarcastically observing that Mrs. Clinton "has experience, but it's bad experience."

But Mrs. Clinton cut in, lobbying for another chance to speak.

"He tried to switch from looks to stamina," she said. "But this is a man who has called women pigs, slob and dogs."

She went on, eagerly, in a way she had failed to when Mr.

Trump dredged up her description of young black men as "superpredators."

Mr. Trump, she said, had called pregnancies an "inconvenience to employers" and had argued that women did not deserve equal pay "unless they do as good a job as men."

Mrs. Clinton, the first female nominee of a major party, had found her voice defending other women.

She coyly mocked Mr. Trump's fondness for beauty contests, and contestants — before turning to a particular contestant on her mind.

"He called this woman 'Miss Piggy.' Then he called her 'Miss Housekeeping' because she was Latina," she said. "Donald, she has a name."

Mr. Trump tried to interject, asking incredulously where Mrs.

Clinton had found this woman.

"Her name is Alicia Machado, and she has become a U.S. citizen," Mrs. Clinton said calmly.

"Oh, really?" Mr. Trump shot back.

"And you can bet," Mrs. Clinton said, "she's going to vote this November."

Now it was Mr. Trump who seemed off balance, uncharacteristically caught without an easy comeback.

Mr. Trump was suddenly the one leaving attacks undelivered: He insinuated that he had planned "to say something extremely rough to Hillary, to her family" — most likely an allusion to Bill Clinton's history of infidelity — before reconsidering.

"I said to myself, I can't do it," Mr. Trump said. "I just can't do it."

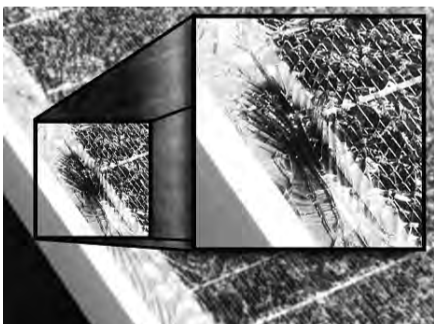
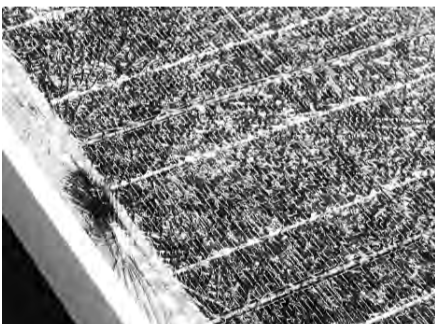
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Tracking Bond Benchmarks

Return on investment and spreads over Treasuries and/or yields paid to investors compared with 52-week highs and lows for different types of bonds

Table with columns: Total return close, YTD total return (%), Index, Latest, Low, Yield (%), 52-Week Range, Latest, 25 High. Rows include Broad market, U.S. Corporate, Intermediate, Long term, Double-A-rated, Triple-B-rated, High Yield Constrained, Triple-C-rated, High Yield 100, Global High Yield Constrained, Europe High Yield Constrained, U.S. Agency, 10-20 years, 20-plus years, Mortgage-Backed, Ginnie Mae (GNMA), Fannie mae (FNMA), Freddie Mac (FHLMC), Muni Master, 7-12 year, 12-22 year, 22-plus year, Yankee, Global Government, Canada, EMU, France, Germany, Japan, Netherlands, U.K., Emerging Markets**.

**Constrained indexes limit individual issuer concentrations to 2%; the High Yield 100 are the 100 largest bonds. In U.S. - dollar terms Euro-zone bonds. EMBI Global Index. Sources: S&P Dow Jones Indices; Merrill Lynch; Bloomberg Barclays; J.P.Morgan

Global Government Bonds: Mapping Yields

Yields and spreads over or under U.S. Treasuries on benchmark two-year and 10-year government bonds in selected other countries; arrows indicate whether the yield rose (▲) or fell (▼) in the latest session

Table with columns: Coupon (%), Maturity, Country/In years, Latest, Yield (%), Spread Under/Over U.S. Treasuries, in basis points. Rows include U.S., Australia, France, Germany, Italy, Japan, Spain, U.K.

Corporate Debt

Price moves by a company's debt in the credit markets sometimes mirror and sometimes anticipate moves in that same company's share price. Here's a look at both for two companies in the news.

Investment-grade spreads that tightened the most...

Table with columns: Issuer, Symbol, Coupon (%), Maturity, Current, Spread, Last week, Stock Performance. Rows include JPMorgan Chase, Shell International Finance BV, Barclays, Rio Tinto Finance, Merck, Bank of New York Mellon, Bed Bath & Beyond, KeyCorp.

...And spreads that widened the most

Table with columns: Issuer, Symbol, Coupon (%), Maturity, Current, Spread, Last week, Stock Performance. Rows include Royal Bank of Scotland, Deutsche Bank AG, Abbvie, Societe Generale S.A., Credit Agricole S.A., American International, Credit Suisse AG, Amgen.

High-yield issues with the biggest price increases...

Table with columns: Issuer, Symbol, Coupon (%), Maturity, Current, Bond Price as % of face value, Last week, Stock Performance. Rows include Freeport-McMoRan, Vanguard Natural Resources, Caesars Entertainment Operating, Murray Energy, Altice Finco S.A., Genworth Financial, Antero Resources, Teck Resources.

...And with the biggest price decreases

Table with columns: Issuer, Symbol, Coupon (%), Maturity, Current, Bond Price as % of face value, Last week, Stock Performance. Rows include Neiman Marcus, Frontier Communications, Freeport-McMoRan, Intelsat Jackson Holdings S.A., Opal Acquisition, Pomegranate Merger Sub, Newfield Exploration, Alliance One International.

*Estimated spread over 2-year, 3-year, 5-year, 10-year or 30-year hot-run Treasury; 100 basis points=one percentage pt.; change in spread shown is for 2-spread. Note: Data are for the most active issue of bonds with maturities of two years or more. Sources: MarketAxess Corporate Bond Ticker; WSJ Market Data Group

Dividend Changes

Continued from Page C6

Table with columns: Company, Symbol, Yld % New/Old, Amount, Payable/Record, Frq. Rows include WisdomTree Intl Qdly Div, WisdomTree Intl SC Div, WisdomTree Jap Hdg SmCap, WisdomTree Japan Hdg Div, WisdomTree Japan Hdg Eqty, WisdomTree Japan Qdly Div, WisdomTree Japan SC, WisdomTree LargeCap Value, WisdomTree SmallCap Div, WisdomTree Strat Corp Bd, WisdomTree Strong Dollar, WisdomTree Tr SC Earnings, WisdomTree Tr Tot Earm, WisdomTree Tr UK Hdg, WisdomTree US Agg Bd, WisdomTree Weak Dollar US, WisdomTree xUS Hedged Div, WisdomTree GblRealReturn, WisdomTree China exStateOwn, WisdomTree Wstn Asset Uncon, Wis Tr Aus Div Fd, Wis Tr exJp Fd, Wis Tree Div Ex-Fin, Wis Tree Em Mkts SmCap Div, Wis Tree EM Qlty Div Grwth, Wis Tree Gbl exUS Qlty Div, Wis Tree Intl Div Ex-Finl.

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CLASS ACTIONS

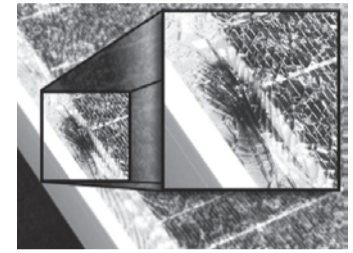
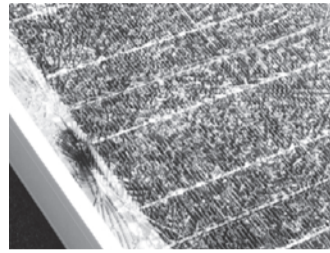
LEGAL NOTICE

You may be entitled to replacement solar panels and/or a new inverter from a BP Solar Settlement

Para una notificación en Español, llamar 1-844-360-2767 o visitar nuestro website www.BPSolarSettlement.com

A Settlement has been reached in a class action lawsuit against BP Solar and Home Depot involving solar panels manufactured between 1999 and 2007 with an S-type junction box ("Class Panels"). You may be entitled to benefits from a \$45.33 million common fund or a separate, \$20 million claims-made settlement.

The lawsuit claims these panels are defective and prone to junction box failures, which could cause burn marks at the junction box, shattered glass, and be a potential fire hazard. BP and Home Depot deny these claims.



Who's Included? The Settlement includes anyone in the United States who: (1) purchased certain BP solar panels for installation on a property, or (2) currently owns a property on which these panels are installed and, in either case, who still owns some or all of the BP solar panels.

The panels were sold through various distributors and retailers, including but not limited to Solar Depot and Home Depot.

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The Court will hold a hearing on December 22, 2016 at 3:00 p.m. PST to consider whether to approve the Settlement and a request for attorneys' fees of up to \$11 million, plus reimbursement of attorneys' costs and expenses up to \$600,000. The motion for attorneys' fees and costs and class representative service awards will be posted on the website after they are filed. You or your own lawyer may appear at the hearing at your own expense. This is only a summary, so please visit the website for complete information.

1-844-360-2767

www.BPSolarSettlement.com

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CLASS ACTIONS

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE. IN RE THE BANCORP INC. SECURITIES LITIGATION. Case No. 14-cv-0952 (SLR)

SUMMARY NOTICE OF (I) PENDENCY OF CLASS ACTION, CERTIFICATION OF SETTLEMENT CLASS, AND PROPOSED SETTLEMENT; (II) SETTLEMENT FAIRNESS HEARING; AND (III) MOTION FOR AN AWARD OF ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES

TO: All persons or entities who purchased or otherwise acquired the common stock of The Bancorp, Inc. ("Bancorp") during the period from January 26, 2011 through June 26, 2015, inclusive (the "Settlement Class Period"), and were damaged thereby (the "Settlement Class"):

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS WILL BE AFFECTED BY A CLASS ACTION LAWSUIT PENDING IN THIS COURT.

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the District of Delaware, that the above-captioned litigation (the "Action") has been certified as a class action on behalf of the Settlement Class, except for certain persons and entities who are excluded from the Settlement Class by definition as set forth in the full printed Notice of (I) Pendency of Class Action, Certification of Settlement Class, and Proposed Settlement; (II) Settlement Fairness Hearing; and (III) Motion for an Award of Attorneys' Fees and Reimbursement of Litigation Expenses (the "Notice").

YOU ARE ALSO NOTIFIED that Lead Plaintiffs in the Action have reached a proposed settlement of the Action for \$17,500,000 in cash and the implementation of certain corporate governance reforms (the "Settlement"), that, if approved, will resolve all claims in the Action.

A hearing will be held on December 15, 2016 at 3:00 p.m., before the Honorable Sue L. Robinson at the United States District Court for the District of Delaware, J. Caleb Boggs Federal Building, 844 N. King Street, Courtroom 4B, Wilmington, Delaware 19801-3568, to determine: (i) whether the proposed Settlement should be approved as fair, reasonable, and adequate; (ii) whether the Action should be dismissed with prejudice against Defendants, and the Releases specified and described in the Stipulation and Agreement of Settlement dated July 27, 2016 (and in the Notice) should be granted; (iii) whether the proposed Plan of Allocation should be approved as fair and reasonable; and (iv) whether Co-Lead Counsel's application for an award of attorneys' fees and reimbursement of expenses should be approved.

If you are a member of the Settlement Class, your rights will be affected by the pending Action and the Settlement, and you may be entitled to share in the Settlement Fund. If you have not yet received the Notice and Claim Form, you may obtain copies of these documents by contacting the Claims Administrator at Bancorp Securities Litigation, c/o GCG, P.O. Box 10308, Dublin, OH 43017-5908, 1-888-264-1308, info@bancorpsecuritieslitigation.com. Copies of the Notice and Claim Form can also be downloaded from the website maintained by the Claims Administrator, www.BancorpSecuritiesLitigation.com.

If you are a member of the Settlement Class, in order to be eligible to receive a payment under the proposed Settlement, you must submit a Claim Form postmarked no later than January 13, 2017. If you are a Settlement Class Member and do not submit a proper Claim Form, you will not be eligible to share in the distribution of the net proceeds of the Settlement but you will nevertheless be bound by any judgments or orders entered by the Court in the Action.

If you are a member of the Settlement Class and wish to exclude yourself from the Settlement Class, you must submit a request for exclusion such that it is received no later than November 25, 2016, in accordance with the instructions set forth in the Notice. If you properly exclude yourself from the Settlement Class, you will not be bound by any judgments or orders entered by the Court in the Action and you will not be eligible to share in the proceeds of the Settlement.

Any objections to the proposed Settlement, the proposed Plan of Allocation, or Co-Lead Counsel's motion for attorneys' fees and reimbursement of expenses, must be filed with the Court and delivered to Co-Lead Counsel and Defendants' Counsel such that they are received no later than November 25, 2016, in accordance with the instructions set forth in the Notice.

Please do not contact the Court, the Clerk's office, Bancorp, or its counsel regarding this notice. All questions about this notice, the proposed Settlement, or your eligibility to participate in the Settlement should be directed to the Claims Administrator or Co-Lead Counsel.

Requests for the Notice and Claim Form should be made to:

Bancorp Securities Litigation c/o GCG P.O. Box 10308 Dublin, OH 43017-5908 1-888-264-1308 info@bancorpsecuritieslitigation.com www.BancorpSecuritiesLitigation.com

Inquiries, other than requests for the Notice and Claim Form, should be made to Co-Lead Counsel:

John Rizio-Hamilton, Esq. BERNSTEIN LITOWITZ BERGER & GROSSMANN LLP 1251 Avenue of the Americas, 44th Floor New York, NY 10020 1-800-380-8496 blbg@blbgllaw.com

Robert M. Roseman, Esq. SPECTOR ROSEMAN KODROFF & WILLIS, P.C. 1818 Market Street, Suite 2500 Philadelphia, PA 19103 1-888-844-5862 classaction@srkw-law.com

By Order of the Court



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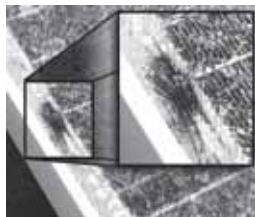
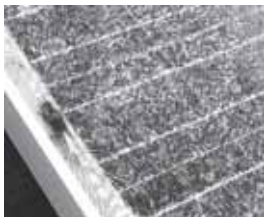
Exhibit E

AVISO LEGAL

Usted puede tener derecho al reemplazo de paneles solares y/o a recibir un nuevo invertidor por un Acuerdo con BP Solar

Se ha llegado a un acuerdo en una demanda de acción de clase en contra de BP Solar y Home Depot en relación con paneles solares fabricados entre 1999 y 2007 con una caja de conexión tipo S ("Paneles de la Demanda"). Puede ser que usted tenga derecho a beneficiarse de un fondo común de \$45.33 millones o de un acuerdo aparte de \$20 millones por reclamaciones.

La demanda establece que dichos paneles tienen defectos y tienden a sufrir fallas en la caja de conexión, lo que podría causar marcas de quemaduras en la caja de conexión, vidrios rotos, y un posible peligro de incendio. BP y Home Depot niegan esas declaraciones.



¿Quiénes se incluyen? El Acuerdo incluye a cualquier persona en los Estados Unidos que: (1) haya comprado ciertos paneles solares BP para su instalación en una propiedad, o (2) posea actualmente una propiedad en la que estén instalados los paneles y, en cualquiera de los casos, que todavía posea algunos o todos los paneles solares BP.

Se vendieron los paneles a través de diversos distribuidores y tiendas, incluyendo, sin limitación, Solar Depot y Home Depot.

¿Qué establece el Acuerdo? Sujeto a aprobación del Tribunal, se creará un fondo de \$45.33 millones para costear la remoción y reemplazo de un subconjunto de Paneles de la Demanda (Categoría 1), y para pagar los costos de administración, honorarios y gastos de los abogados, y los fallos de indemnización de los Representantes de la Clase. Se establecerá un fondo aparte por \$20 millones para el resto de los Paneles de la Demanda (Categoría 2), que tienen un índice inferior de fallas. Los demandantes de la Categoría 2 tendrán derecho a una inspección visual gratuita para identificar cualesquiera paneles dañados, a que se les reemplacen los paneles dañados, a que se les reemplacen todos los paneles si más de 20% de los paneles ha presentado fallas y, si no se reemplazan todos los paneles, un invertidor gratuito con sistema de detección de fallas de arco. Se invitará a negociaciones comerciales a aquellos miembros de la clase que no de tipo residencial que tengan 400 o más Paneles de la Demanda. La información completa está disponible en la página web.

¿Cómo puedo recibir beneficios? Usted deberá presentar una reclamación para recibir beneficios. Usted puede presentar una reclamación en línea a través de www.BPSolarSettlement.com o llamar al 1-844-360-2767. Se pagarán las reclamaciones de la Categoría 1 hasta agotar el Fondo. Las reclamaciones de la Categoría 2 durarán tres años después de que comiencen o hasta agotar el fondo de \$20 millones.

¿Cuáles son mis derechos? Si usted desea mantener su derecho a demandar a los Demandados usted mismo, deberá excluirse de la Clase del Acuerdo antes del **28 de noviembre de 2016**. Si se excluye no recibirá los beneficios del Acuerdo. Si permanece dentro de la Clase del Acuerdo, usted podrá objetar el Acuerdo antes del **28 de noviembre de 2016**. Si no hace nada, no recibirá ningún beneficio pero de todos modos quedará vinculado por las decisiones del Tribunal.

El Tribunal realizará una audiencia el **22 de diciembre de 2016 a las 3:00 p.m. PST** para considerar la aprobación del Acuerdo y una solicitud para costear los honorarios de los abogados por hasta \$11 millones, más el reembolso de los costos y gastos de los abogados por hasta \$600.000. La moción de los honorarios y gastos de los abogados y fallos de indemnización por concepto del servicio de los representantes de la clase serán publicadas en la página web después de su presentación. Usted o su propio abogado podrán presentarse en la audiencia a su propio costo. Esto es solo un resumen; para ver la información completa visite la página web.

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www.BPSolarSettlement.com

#ElPaís



Tres jóvenes homenajean a las víctimas de Burlington. / GETTY IMAGES

#Washington

Autoridades dicen que el supuesto autor del tiroteo "parecía un zombi"

Asesinó a cinco en centro comercial

EFE
WASHINGTON

El supuesto autor del tiroteo en un centro comercial de Burlington, en el estado de Washington, en el que murieron cinco personas ha sido identificado como Arcan Cetin, un inmigrante turco, informó ayer la policía estatal.

Se trata de un joven de 20 años residente en Oak Harbor, localidad situada a unos 40 kilómetros del lugar del ataque y donde fue detenido, explicó en una rueda de prensa el responsable policial del condado Mike Hawley.

Cetin, un inmigrante procedente de Turquía con residencia permanente en EEUU, fue arrestado cuando caminaba junto a la carretera después de que la policía de Oak Harbor localizase su vehículo.

"Parecía un zombi", aseguró Hawley, al explicar que Cetin, que no iba arma-

do, no ofreció resistencia ni dijo nada en el momento de la detención.

El arresto se llevó a cabo gracias a que la policía recibió varias llamadas en las que les informaron de que el sospechoso se encontraba en esa zona.

Sobre los motivos del ataque, el responsable policial dijo "no tener ni idea", al tiempo que añadió que los investigadores no descartan que se trate de un acto de terrorismo.

Cetin, que no ha sido formalmente acusado todavía, fue arrestado en el pasado "por un simple asalto" y se encuentra detenido en la cárcel de Skagit County, indicó Hawley.

"El emigró de Turquía, pero es un residente permanente legal en Estados Unidos. Vamos a solicitar (a las autoridades federales) que investiguen en los temas de inmigración", añadió.

En una rueda de prensa previa a la detención, la Oficina Federal de Investigaciones (FBI) dijo que "no hay indicios de que haya sido terrorismo" yihadista aunque no se descarta completamente

esa posibilidad.

El tiroteo ocurrió el viernes sobre las 7 de la tarde, cuando el joven, armado con un rifle, entró en los almacenes Macy's del centro comercial Cascade de Burlington y abrió fuego contra algunos clientes, causando la muerte a cinco personas.

Hasta que concluyan las autopsias los agentes no ofrecerán información sobre las víctimas, un hombre y cuatro mujeres, con edades comprendidas "entre la adolescencia y la tercera edad".

Las mujeres murieron en el centro comercial mientras que el hombre falleció en un hospital local, donde había sido trasladado herido de gravedad.

Burlington es un municipio con cerca de 8,500 habitantes ubicado 105 kilómetros al norte de Seattle y 80 al sur de la frontera con Canadá.

Este suceso se produce una semana después de otro ataque en un centro comercial: el pasado sábado un joven somalí de 22 años apuñaló a nueve personas en un centro comercial del estado de Minesota. ●

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Los Angeles Times
 Publication Date: 09/29/2016

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Lawmakers override veto of 9/11 bill

(Sept. 11, from A1) before it sailed through both chambers.

Yet just moments later, he joined his Senate colleagues, who voted 97 to 1 to override President Obama's veto of the measure. The House swiftly followed with a vote of 348 to 77.

The legislation will amend existing law to allow U.S. courts to hear terrorism cases against foreign states, narrowing the scope of immunity now granted to sovereign foreign actors.

Families of the Sept. 11 attacks had been stymied for years in their legal attempts to seek compensation from the Saudi Arabian government. The United States and the 9/11 Commission investigated possible links between Saudi Arabia and the Sept. 11 attacks and found no conclusive evidence.

"We are overwhelmingly grateful that Congress did not let us down," said Terry Strada, national chair of the 9/11 Families and Survivors United for Justice Against Terrorism. "We rejoice in this triumph and look forward to our day in court and a time when we may finally get more answers regarding who was truly behind the attacks."

The override vote was the first time Congress has successfully challenged the president on a piece of legislation, despite Obama's 12 other vetoes, including 10 when Republicans were the majority of both houses.

White House Press Secretary Josh Earnest criticized the action as "embarrassing" to Congress and said lawmakers "are going to have to answer their own conscience and their constituents as they act on their actions to

day."

A cadre of blue-chip lobbyists has been paid topdollar by the Saudi government to try to derail the action. Saudis warned that passage of the measure would force them to sell off hundreds of billions of dollars in U.S. debt or other assets to protect themselves against possible future judgments.

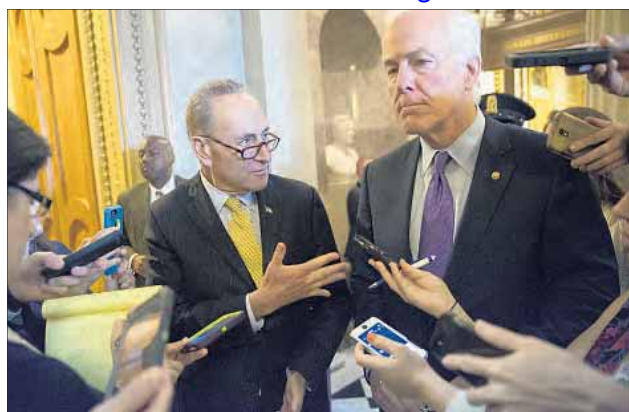
But the opposition had little chance against the compelling stories of the Sept. 11 victims' families and friends who have pressured Congress for almost a decade to pass the legislation.

"This rare moment of bipartisanship is a testament to the strength of the 9/11 families," said Sen. Charles E. Schumer (D-N.Y.), one of the bill's lead authors. "Overriding a presidential veto is something we don't take lightly, but it was important in this case."

Obama, in a letter to Sen. Harry Reid of Nevada, the Democratic leader, said he believed that the law would be "detrimental to U.S. national interests" because it would likely lead other nations to reconsider their own immunity laws protecting U.S. soldiers and diplomats. The president also said such lawsuits could subject the United States to demands for "sensitive" intelligence as part of the legal discovery process and lead to "sizeable money damages."

At a CNN town hall Wednesday night, Obama said the law would expose U.S. citizens to "private lawsuits in courts where we don't even know exactly whether they are on the up and up in some cases... Sometimes you have to do what's hard. And, frankly, I wished Congress here had done what's hard."

Reid was the lone Senate vote against the override.



SEN. CHARLES E. SCHUMER (D-N.Y.), left, and John Cornyn (R-Texas) after the vote. "We are overwhelmingly grateful that Congress did not let us down," said Terry Strada, a spokesman for Sept. 11 families.

Two other senators did not vote because they were on the presidential campaign trail in support of Hillary Clinton — Tim Kaine of Virginia, the Democratic vice presidential nominee, and Bernie Sanders of Vermont.

The legislation had bounced around Washington for years, but it was never expected to advance. Schumer, the brash New Yorker who is poised to become the Senate Democratic leader next year, succeeded in passing it through the Senate in spring on a voice vote, without a formal roll call.

The House seized the opportunity to corner Obama, and just before the 15th anniversary of the Sept. 11, 2001, attacks, approved the measure on a voice vote.

In the weeks since, the White House and other opponents — and even some reluctant lawmakers who acknowledged they had concerns about the bill or did not fully understand it — scrambled to play catchup.

Top lobbying firms employing former congressional leaders, including Trent Lott, John Breaux and others, were hired by the Saudi government, some on \$100,000-a-month retainers,

his legislating to staff, critics said, without investing in the personal relationships needed to bargain with lawmakers.

When Republicans became the majority in both houses in 2015, they envisioned turning Obama into a vetoer in chief, eager to force the president into the uncomfortable position of rejecting bill after bill from the new Congress.

The strategy was seen by former House Speaker John A. Boehner and Senate Majority Leader Mitch McConnell as a way to fire up their partisan GOP base and show the two parties' different approaches to legislating.

But that never really happened. Faced with their own party infighting, the Republican House and Senate often struggled to find common ground and muster their own votes to send bills to the White House.

When they did, Obama easily swatted the bills back with a veto message. On the few occasions when Republicans mounted an override attempt, Democrats sustained the vetoes.

The closest Republicans came to a victory was on a bill to expedite construction

of the Keystone XL pipeline that many Democrats also supported. But the override fell a few votes short.

Obama at times has appeared to lament that he didn't always have true sparring partners in the gridlocked Congress.

"I don't generally even have to veto anything because they can't get organized enough even to present the cockamamie legislation that they're interested in passing," Obama said at a recent New York fundraiser.

Obama's thin veto record is similar to that of his predecessor, George W. Bush, and a fraction of the 37 that President Clinton dashed off with his veto pen. It's nowhere near the 250 under President Truman or 635 under President Franklin D. Roosevelt.

Overrides also are rare. During the last administration, Congress was able to override Bush four times, all during his final years when Democrats had control of both chambers. Clinton was overridden twice, Truman and President Ford experienced the most overrides in the modern era, 12.

lisamascaro@latimes.com

Patsaouras Plaza reopens October 10.

Metro Briefs

Union Station Patsaouras Plaza Upgrades near Completion
 Renovations to Patsaouras Bus Plaza on the east side of Union Station will be completed October 10. Once open, the plaza will be restricted to buses and shuttles only. Private vehicles should use the new Union Station East Pick-up/Drop-off Facility, accessible on Vignes St. Thank you for your cooperation during this effort.

Metro Proposes Measure M
 On November 8, 2016, LA County voters will be asked to authorize a Los Angeles County Traffic Improvement Plan called Measure M. Currently, there are 10.2 million people living in LA County, and we are projected to grow by 2.3 million people in the next 40 years. Angelenos spend an average of 81 hours a year stuck in traffic, and congestion and air pollution are expected to get worse with more growth. The measure is intended to raise funding to meet those needs. Get educated before you vote at metro.net.

Metro Launches Off Peak Podcast
 Off Peak celebrates the true tales and secret stories that happen between point A and point B in Southern California and beyond. Challenging the traditional car-centric narrative of Los Angeles, Off Peak explores the rich history and future of rail, bus, cycling, walking and all manner of getting around in LA. Listen to episodes of the podcast at metro.net/offpeak.

Rideshare Week is October 3-7
 Want to reduce countless hours wasted on freeways, traffic congestion and pollution? Have a chance to win \$50 and \$100 gift cards and more when you take the train or bus, ride a bike, carpool or vanpool. Try a new commute and register to win at ridematch.info.

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1-844-360-2767
www.BPSolarSettlement.com

NAMES & FACES

Blood might not matter to be heir of Prince estate

MINNEAPOLIS
A legal wrinkle in Prince's estate case shows you might not have to be a blood relative to inherit some of the late rock superstar's sizable fortune.

No will has surfaced since Prince accidentally overdosed on painkillers in April, so his sister **Tyka Nelson** and five half-siblings are likely to be declared rightful heirs within the next few months.

But a judge also has to decide whether a purported niece and grandniece — plus a purported nephew who came forward this week — should count as heirs even though they may not be

blood relatives. That's because in Minnesota there are circumstances in which someone can be considered a parent based on having a familial relationship with a child, such as informally raising a non-biological child as their own.

"The statutes don't give clear guidance," said Susan Link, a Minnesota estate law expert who's following the case closely but isn't involved in it.

The judge will have to sort out a complex interplay between probate and parentage laws that appears to be unique to Minnesota, as well as the complicated family history of Prince and his relatives.

—THE ASSOCIATED PRESS

Winans guilty in income tax case

NEWARK, N.J.

Grammy Award-winning singer, songwriter and producer **Mario Winans** has admitted he intentionally failed to file federal income tax returns for several years.

Winans, member of the Winans family best known for his gospel music artists, faces two years in prison and a \$200,000 fine after pleading guilty Thursday to charges he willfully failed to file tax returns from 2008-12, federal prosecutors said. He's scheduled for sentencing

in January.

Winans, 42, was nominated for his first Grammy Award in 2005 for best contemporary R&B album with "Hurt No More." He won his first Grammy a year later in the best gospel performance category as writer/producer of "Pray," performed by his aunt **CeCe Winans**.

Prosecutors say he earned more than \$2.8 million during the years he didn't file his tax returns. He must pay the IRS more than \$400,000.

An attorney for Winans said he understands he made a mistake and wants to make things right.

—THE ASSOCIATED PRESS



JONATHAN HAYWARD/The Canadian Press

ROYAL VISIT TO CANADA IS CHILD'S PLAY

Britain's Prince William, and his wife, Kate, the Duke and Duchess of Cambridge, take part in a tea party with their children, Prince George and Princess Charlotte, on Thursday at Government House in Victoria, British Columbia. The royals arrived in Canada on Saturday. George left Prime Minister Justin Trudeau hanging on a high-five attempt at the airport. Children's entertainer Paul Kishaw, right, made several balloons for the prince and princess. A flower and teddy bear for Charlotte and a spider, monkey on a tree and volcano for George. The kids will stay behind at Government House, the location for the party with military families, while their parents tour British Columbia and the Yukon.

BIRTHDAYS

Actress **Angie Dickinson** is 85. Singer **Cissy Houston** is 83. Singer **Johnny Mathis** is 81. Actor **Len Cariou** is 77. Singer **Marilyn McCoo** is 73. Singer **Deborah Allen** is 62. Actress **Barry Williams** is 62. Actress **Fran Drescher** is 59. Singer **Marty Stuart** is 56. Actor **Eric Stoltz** is 55. Singer **Eddie Montgomery** is 53. Singer **Trey Anastasio** is 52. Bassist **Robby Takac** is 52. Actress **Monica Bellucci** is 52. Actress **Lisa Thornhill** is 50. Actor **Silas Weir Mitchell** is 47. Actor **Tony Hale** is 46. Actress **Jenna Elfman** is 45. Actress **Lacey Chabert** is 34. Actor **Kieran Culkin** is 34. Rapper **T-Pain** is 31.

Lada Gaga to lead Super Bowl show

NEW YORK

Lady Gaga will headline the Super Bowl halftime show.

The NFL and Pepsi announced Thursday that the pop star will take the stage Feb. 5 at NRG Stadium in Houston.

Gaga sang the national anthem at the Super Bowl this year in Santa Clara. **Beyoncé**, **Bruno Mars** and **Coldplay** headlined the halftime show.

—THE ASSOCIATED PRESS

SMART MOUTHS

“DONALD TRUMP IS STILL BEING MOCKED FOR PROMISING IN THE DEBATE TO 'CUT TAXES BIGLY.' TRUMP HAS APOLOGIZED, AND PROMISED IN THE NEXT DEBATE HE'LL 'SPEAK MORE GOODLY.'”

Conan O'Brien

“THERE ARE NOW ABOUT SIX MORE WEEKS LEFT IN THE ELECTION. AND WE KNOW THAT BECAUSE THIS MORNING, TRUMP'S HAIR POPPED OUT AND SAW ITS SHADOW.”

Jimmy Fallon

LUCKY NUMBERS

DRAWN THURSDAY
Fantasy 5 1 5 12 27 36
Daily 4 3 9 9 9
Daily 3 Midday 4 4 1
Daily 3 Evening 8 4 2
Daily Derby 1 8 6
RACE TIME: 1:44.23

PAST DRAWS
POWERBALL
Wednesday (\$60 million)
30 38 52 50 62 1
Winner: None
Next draw: Saturday (\$70 million)

MEGA MILLIONS
Tuesday (\$25 million)
14 16 26 53 72 4
Winner: None
Next draw: Today (\$30 million)

SUPERLOTTO PLUS
Wednesday (\$38 million)
8 18 24 37 43 5
Winner: None
Next draw: Saturday (\$39 million)

SOURCE: CALIFORNIA LOTTERY

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Are you a woman suffering from LOW THYROID?

Did You Know Weight Gain, Anxiety, Dry Skin, Brain Fog, and Fatigue are all Possible Symptoms of Thyroid Dysfunction?

Thyroid dysfunction can be depressing... making it impossible to live a normal life. Relationships are impossible when **fatigue and anxiety are overwhelming**. Being impatient with kids or grand kids is no way to run a happy home. Frequent G.I. irregularities like gas, bloating, constipation, and diarrhea can even make **social activities difficult and embarrassing**.

Find out how people in the Sacramento area who have been suffering with symptoms of thyroid dysfunction are now living more active, enjoyable, and healthy lives.

A full list of Thyroid Dysfunction Symptoms includes:

- Fatigue
- Depression
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- Brain Fog
- Memory Lapse
- Anxiety
- Headaches
- Hair Loss
- Sleep Issues
- Dry Skin
- Gas & Bloating
- Constipation & Diarrhea

For people suffering with any of these debilitating symptoms, **attending this free 1 hour seminar could be life changing...**

"If you've been getting nowhere with your doctors, this is the place you need to be! Dr. Nguyen is the first to begin with a full, broad spectrum of tests to analyze my condition, but then completed a customized healing plan, specific to my needs, based on my test results. She reviewed the test results thoroughly with me, and explained what each means, specific to my conditions, and what the "doctors" are looking at wrongly in the test results that explain why I'm still feeling crappy. I've never had pharmaceuticals, and was able to quickly transition from thyroid to her exclusive thyroid support formula and felt better than ever! I have seen other doctors who use the same/similar product line, but none have been a well-planned, concise, and unique to me and my conditions. I'm not at all the way there, but getting better step by step, and she meets regularly to ensure I'm staying on track, and we discuss how I'm feeling, to see where we need to adjust to modify a little. I'm stoked with the results so far!"

Danielle White

"I cannot find the words to express my gratitude to Dr. Nguyen. My experience with her has been outstanding and life changing. When I started to see her on February 2, 2016, I was suffering from a multitude of symptoms which conventional medicine did not alleviate on a consistent basis. With the soaring cost of medical care, I did not want to spend the rest of my life depending on prescribed medications, besides, I was sick and tired of not feeling well. With Dr. Nguyen's program, I learned to take responsibility for my health and for what I was putting in my body. It's been 2 months since I have been under Dr. Nguyen's care and I am thrilled to say that besides losing 19 pounds, I am feeling 100% better with lots of energy. For the first time in over 10 years, I now sleep all night without prescribed medication. I wake up without feeling sluggish with the energy to tackle the day and my mind is clear and focused. Over the years, I have suffered from terrible allergies; I no longer use the decongestants, allergy pills and nose spray. I used to take on a daily basis. In addition, my digestive problems and severe headaches have disappeared. Every week that goes by, I discover that aches, pains and various symptoms have improved or are completely gone. I appreciate Dr. Nguyen's commitment to helping individuals maximize their health."

Carole Saint-Louis

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- Anxiety
- Insomnia
- Hair loss
- Constipation
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- Brain fog
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ZEIGLER

FROM A1 million judgment for whistleblower retaliation, finding that her multiple complaints about gender equity issues were a contributing factor to her sudden 2013 termination a month after a 27-win season and nine months after her contract was extended. Jurors later said Hirschman's comments equating Burns to notorious men's basketball coach Bobby Knight were a contributing factor to their decision.

"It was shocking," one juror said, speaking on the condition of anonymity. "For that to come from the president of a university, it was really off-putting. It was offside... It almost was like they were making her out to be a villain."

Hirschman was describing the delicate balance between the intensity of intercollegiate sports and the educational values of a university. "If I say the name Bobby Knight," he reasoned, "you know he was a great coach and you know that he also threw a chair across a basketball court."

Hirschman, perhaps unwittingly, also illuminated what this case was really about: That Burns, winning as much as she did, would never have been fired if she coached football or men's basketball or any other Division I "revenue" sport.

Knight, Hirschman may or may not remember, chucked a red plastic chair across the court during a game at Assembly Hall in 1985. That didn't get him fired, though. In fact, he continued coaching another 15 years despite numerous other incidents, until video surfaced of him putting his hand on a player's throat.

Even that might not have been the real reason. A program that won two NCAA A championships in the 1980s hadn't been past the second round of the NCAA Tournament in six years. Hadn't won a Big Ten title in eight years.

Burns won big. She just won in the wrong sport, one with sparse crowds and negligible TV ratings, and that wasn't enough to offset chronic complaining and allegations of poor treatment of subordinates. Former SDSU Athletic Director Jim Sterk admitted as much a year earlier in an email, giving his blessing for a contract extension for Burns "if we have ways to separate if she has issues rising to that level (like driving us crazy w complaining)."

This just in: College football coaches aren't exactly Boy Scouts. They want to get their way. They lose their temper. They scream at people, even at their athletic director in the hallway underneath stadiums after games. They do because



Beth Burns is seen in court after the verdict in a wrongful termination suit against San Diego State University. Burns was awarded \$3.35 million after a month-long trial.

they can. They coach football. They win, and ADs and presidents look the other way.

Burns? She got fired after winning a school-record 27 games, despite glowing performance reviews for the two previous years and a beaming letter from Hirschman a month earlier lauding "your leadership and hard work."

The tragedy is that this was preventable, without the mess, without the millions.

Call her in immediately after the season, when head coaching jobs are open. Explain that you don't think she's a good fit here any longer, that you want to go in the proverbial different direction. Yes, she has four years left on a contract paying her \$220,000 per season (why it was extended if you wanted her gone is another issue). Explain that she is at the height of her marketability, winning 17 straight games, winning a Mountain West title, winning conference coach of the year.

You can fire her without cause and pay the remaining \$880,000 of her contract, but she might have a hard time finding another job with the taint of termination. Or offer to split the difference, cut her a check for \$440,000, let her quietly pursue another job, wish her well in future endeavors.

Instead, no one wins.

Burns gets a \$3.35 million judgment but endures a month of withering testimony about uncouth behavior that might scare off any

one from hiring her as a head coach. SDSU's athletic department is subjected to one embarrassing revelation after another in a public forum, whether it was a clause in Burns' contract about a bonus for season-ticket sales when you couldn't buy season tickets for women's basketball, or the athletic department's Twitter feed trumpeting the fifth set of uniforms for the men's team while the women's team had yet to get travel sweats months after being ordered (and it was getting ready for a trip into the frigid Rockies with several players suffering from the flu).

Taxpayers - you and me - lose, too. Where do you think that \$3.35 million (plus attorney fees) comes from at a state university? SDSU issued a statement saying it is reviewing its legal options, which is a polite way of saying it might appeal or at the very least file post-trial motions aimed at reducing the award.

Regardless of how the legal maneuverings play out, a \$3.35 million judgment from what by all accounts was an educated and engaged jury teaches a lot of lessons. SDSU would be wise to heed them instead of doing like Sterk did with journalists in Missouri last week and proclaiming, "I'd do it again." Instead of getting petty and, say, downgrading the prospects of the eminently qualified Don Owschelman, a former interim athletic director at SDSU whose testimony in the trial was

largely favorable for Burns, in its current AD search.

There are lessons about gender equity compliance. SDSU's Title IX record looks clean from 30,000 feet, but this was less about scholarship or participation numbers on a national report than the more nuanced areas of intent and urgency of genuinely equal treatment for women's sports, of the spirit instead of the letter of the law. Of not complying because you have to, but because you want to.

There are lessons for the human relations department, which is supposed to be the voice of reason in rash terminations. And which, at SDSU, has had a half-dozen athletic department personnel win settlements or lawsuits over the last couple of decades totaling \$8 million. This is the second big payout in a whistleblower case, the second in a Title IX case, the third involving the head coach of a non-revenue sport.

"There's another message here, too," Chapin, Burns' veteran attorney, was saying outside Judge John Meyer's courtroom after the verdict Wednesday evening.

"And that's if you're the president of the university and you're going to testify, don't try to be cute and come up with some off-handed comment like Bobby Knight and assassinate the character of somebody who doesn't deserve it."

RACIAL INCIDENT AT SCHOOL REPORTED

Frat confrontation rekindles fears of unrest at Mizzou

ASSOCIATED PRESS

KANSAS CITY, Mo. Witnesses told police a racial slur that rekindled unrest at the University of Missouri came from a white woman walking with a group of seemingly intoxicated students toppling trash cans, according to a campus police report released Thursday.

That account offers a few new details about Tuesday night's incident that led to the suspension of the Columbia campus' Delta Upsilon fraternity, outside of which the fans-unsuspended.

Members of the Legion of Black Collegians told police they were walking past a group of white students when a woman among them muttered a racial slur, according to the five-page police report that was released to media outlets in response to an open-records request.

The black students told police the dispute escalated outside the Delta Upsilon fraternity house. Some black students reported hearing racial epithets directed at them from the house and, in an act those students deemed mocking, rap music was blared at them through one of the fraternity house's windows, according to the police report.

Officers did not hear the epithets, but a black student shouted racially charged insults back, according to the report. It quoted one officer as reporting hearing someone on the sidewalk threaten damage to the fraternity house as police tried to de-escalate the situation.

The incident follows campus turmoil last year, when student protests over what some saw as administrators' indifference to racial issues culminated in the resignations of the campus chancellor and the university system's president.

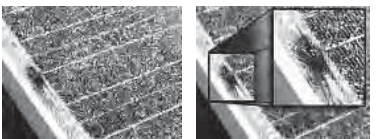
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SPACE

4.9 billion miles later, orbiter set to end mission

LOS ANGELES TIMES

It was conceived when Ronald Reagan was in the White House. It launched in 2004 a few weeks after Mark Zuckerberg created Facebook in his Harvard dorm. It spent a full decade looping around the solar system. And when it finally caught up with its target, it deployed the first probe to land on a speeding comet and survive.

Now the long, dramatic journey of the Rosetta space orbiter is about to end. After logging 4.9 billion miles, the craft is set to commit operational suicide in the wee hours of Friday morning, deliberately falling to the surface of 67P/Churyumov-Gerasimenko, the mountain-size comet it has been following for two years.

But first it has just a bit more science to do.

During its final descent, Rosetta will gather close-range information about the comet and hastily beam data back to Earth before its main transmitter shuts off for good.

"It's kind of bittersweet," said Paul Weissman, a comet scientist at the Planetary Science Institute in Tucson, who worked on Rosetta for 20 years. "You'd like to keep going, but it is also very satisfying. It's been a tremendously successful mission."

The \$1 billion mission has been full of suspense.

Its many plot twists began before the spacecraft left Earth, when a faulty rocket postponed the launch by two years and caused mission planners at the European Space Agency to abandon their original comet and select a different one instead.

The new comet, known as



An artist's impression shows the Rosetta spacecraft, which is scheduled to crash land on Comet 67P/Churyumov-Gerasimenko on Friday after spending 12 years in space.

67P, was four times larger than the initial target, and meeting up with it required a longer flight than originally planned. Between March 2004 and January of 2014, Rosetta made three Earth flybys and one close pass by Mars, using the planets' gravity to give it a boost.

Along the way, it imaged two asteroids and endured a hibernation of two years, seven months and 12 days.

Engineers programmed four alarm clocks to wake the spacecraft from its epic slumber. Everything hinged on its ability to boot back up, said Rosetta Flight Director Andrea Accomazzo.

"Either we had a mission, or we had no mission at all," he said.

Accomazzo got the wake-up signal Jan. 20, 2014 — 40 nail-biting minutes late.

Although the last few minutes of its life are difficult to predict, researchers expect it to hit 67P at a walking pace of slightly less than 3 feet per second. When it lands, it will tumble and bounce before settling into its final resting place. The impact will kick up a few clouds of dark, powdery dust. Then a preprogrammed computer command will turn off its transmitters forever.

S.F. PLANNING COMMISSION

Panel unanimously backs school on site of urban farm

By Nanette Asimov

Over the objections of Mission Terrace residents, the San Francisco Planning Commission voted unanimously Thursday to displace the city's only commercial farm and allow a private school to be built on the site.

The Golden Bridges School already owns the long, narrow plot of land at 302 Cotter Street in the residential neighborhood between Glen Park and the Excelsior, just south of Interstate 280, and wants to move

from Diamond Heights into a new, larger school.

Yet neighbors and supporters of the farm, Little City Gardens, argued that a school would destroy a unique agricultural space that provides herbs for acupuncturists, vegetables for Michelin-starred restaurants and a peaceful sanctuary for the many volunteers who work the soil. Dozens of opponents also said that transforming the 30,700-square-foot parcel into a school for 200 students in kindergarten through eighth grade

would aggravate severe flooding in the neighborhood and be dangerous for children because the property has only one exit.

"I wish both groups could coexist," commission President Rodney Fong said after listening to hours of testimony from perhaps 100 passionate speakers on both sides.

The Golden Bridges School considers itself an "urban farm school." Its Waldorf-inspired educational philosophy embraces the outdoors and emphasizes nature. Jessie Elliott, the school's founder and direc-

tor, told the commission that the new school building would be small "to make sure we stay outside."

Parent after parent said the school offers children something wonderful they can't get elsewhere. Many said they would leave San Francisco if the project were blocked.

"I've never encountered a school like this," said Claire Simmons of Bernal Heights, whose son attends second grade. "We can tell where he's been by the color of the dirt on his hands."

Others said the school would have a roof covered with vegetation, known as a living roof, and most of the plot would remain unbuilt. They said if the school were blocked, Golden Bridges might have to sell the land to developers.

Even opponents couldn't disagree. And in the end, neither did the seven commissioners.

Nanette Asimov is a San Francisco Chronicle staff writer. Email: nasimov@sfgchronicle.com Twitter: @NanetteAsimov

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San Jose

Harker School teacher arrested

Instructor is suspected of sexual misconduct nearly 10 years ago

By Jason Green

jasongreen@sjheraldnews.com

SAN JOSE — A longtime math teacher at Harker School was arrested Thursday on suspicion of sexual misconduct with a student at the private academy nearly 10 years ago, according to police.

David Scott Graham, 64, of Los Gatos, was taken into custody at the middle school campus at 3800 Blackford Ave. and booked at the Santa Clara County Main Jail in San Jose on suspicion of lewd acts with a child under the age of 14 and oral copulation with a minor, accord-

ing to Sgt. Enrique Garcia of the San Jose Police Department.

The alleged crimes occurred on the campus in 2007, when the victim was 13 years old, but didn't come to light until July, when she told a friend who filed a report with police.

"Graham used his position of authority to exploit the victim into a sexual relationship," Garcia said.

The school has placed Graham on administrative leave and is cooperating with the investigation, said Harker spokeswoman Pam Dickinson.

"This is the first time that the school has been made aware of these allegations," she wrote in an email to the newspaper.

"We were shocked and deeply dismayed when the reported situation was brought to our attention

today," Garcia said. Graham taught at Harker for 13 years and at other out-of-state schools for 15 years. According to Harker's website, Graham was selected as a Woodrow Wilson Fellow in 1991.

Graham also was a running enthusiast, having finished the New York City Marathon in 1976 with a time of 2 hours, 25 minutes and 18 seconds; competed for the Greater Boston Track Club; served as cross country coach at Bridgewater State College in Massachusetts; and founded Harker's middle school cross country team in 2005, according to the website.

So far, police are aware of only the one victim but haven't ruled out the possibility that there are others. Garcia, who previously worked in the sex crimes

unit, noted that it can take years for a victim to come forward.

"This is very common in these types of cases," he said. "We have to be open to the possibility there may be other victims we don't know about, and if so, we want to hear from them."

Anyone with information about the case can call Detective Nicholas Jourdenais or Detective Sgt. Brian Spears of the San Jose Police Department's Internet Crimes Against Children/Child Exploit Detail at 408-537-1397.

Those wishing to remain anonymous can contact Silicon Valley Crime Stoppers at 408-947-STOP (787) or svcrimestoppers.org.

Contact Jason Green at 408-920-5006.

Ongoing investigation

Top Yosemite official stepping down

Departure comes amid federal probe into misconduct complaints

By Louis Sahagun

Los Angeles Times

The superintendent of Yosemite National Park on Thursday announced that he is stepping down amid an ongoing federal investigation into allegations of a hostile work environment in which employees, particularly women, are bullied, belittled and marginalized.

In a terse statement, Don Neubacher, 63, who has led a crown jewel of the nation's national park system for six years, said: "I regret leaving at this time, but want to do what's best for Yosemite National Park. It is an iconic area that is world renowned and deserves special attention."

"Our employees, our park and our partners are some of the best in the nation," said Neubacher,

whose resignation is effective Nov. 1.

Neubacher's departure comes as his administration is the target of a House Committee on Oversight and Government Reform examination of misconduct and mismanagement at the National Park Service.

"The National Park Service is taking a comprehensive approach to address and prevent sexual harassment and hostile work environments," Andrew Munoz, regional spokesman for the park service, said. "That means promoting an inclusive and respectful culture that does not accept discrimination, harassment, or retaliation."

"In order to preserve the integrity of the ongoing investigation into allegations of a hostile work environment at Yosemite National Park," Munoz said, "the National Park Service acted to move Don Neubacher from his role as superintendent of Yosemite National Park."

"The investigation is

ongoing," he added, "and there are not yet any findings or conclusions relating to the allegations."

Neubacher successfully led the park through controversial efforts to protect the Merced River and Tuolumne River, and to restore the Mariposa Grove.

The park recently added the 400-acre Ackerson Meadow to Yosemite, and has restored populations of species including western pond turtles, Sierra Nevada bighorn sheep and red-legged frogs.

But his tenure was marked by complaints of misconduct and mismanagement that spurred investigations by the Office of Inspector General and the House committee.

In testimony before Congress on Sept. 22, Kelly Martin, chief of fire and aviation management at Yosemite, said, "In Yosemite National Park today, dozens of people, the majority of them are women, are being bullied, belittled, disenfranchised and mar-

California

Brown OKs plan for quake warnings

Early alert system will detect first shock waves from large jolt

By Jonathan J. Cooper

Associated Press

RANCHO CORDOVA

— Californians will begin getting warnings of impending earthquakes through their cellphones, radios and other devices within the next year or two as the state ramps up a lifesaving early warning system, emergency management officials said Thursday.

Gov. Jerry Brown signed legislation to develop the statewide warning system Thursday. Combined with \$10 million from the state budget, Brown approved earlier this year, California has the pieces in place to begin rolling out the warning system called ShakeAlert, said Mark Ghilarducci, head of the Governor's Office of Emergency Services.

Seismic early warning systems are designed to detect the first shock waves from a large jolt, calculate the strength and alert people before the slower but damaging waves spread. Mexico, China and Japan are among the countries already using them.

In the United States, California is furthest along in developing early warnings that federal officials hope to expand to Oregon and Washington.

"After the quake hits and the shaking stops, we want our citizens to bounce back, to survive. But we also want our businesses to recover rapidly," Ghilarducci said at a news conference at the state emergency response headquarters in Rancho Cordova, outside Sacramento.

"We honestly believe by implementing this it will help in that endeavor."

Early warning can allow train operators to slam on the brakes, surgeons to pull their sharp tools out of a patient's body and schoolchildren and office workers to duck and cover. Automated systems can open fire station doors and shut down gas lines to allow for a quick emergency response and limit fire damage.

Twenty seconds of warning would allow a Bay Area Rapid Transit train to slow from 70 mph to 10 mph, significantly reducing the likelihood of a deadly derailment, said John McPartland, a BART board member.

BART is among a small group of hand-picked users testing out a prototype warning system in Northern and Southern California. BART's Oakland center got about nine seconds of warning before shaking from the 2014 Napa earthquake struck, though it was the middle of the night and no trains were running, said Dr. Jennifer Strauss of the UC Berkeley Seismological Laboratory.

Making the warning system work for the whole state will require a significant expansion of earthquake sensors to allow computers to quickly detect an earthquake and accurately discern its strength. Advances in notification technology will be needed so cellphones beep within seconds; the technology that allows smartphone users to get Amber Alerts and weather warnings is too slow for earthquake warnings to be useful.

It will also require public education so people know what to do when they hear an earthquake is about to strike. Ghilarducci said.

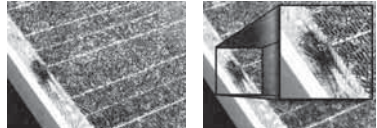
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What are my rights? If you want to keep your right to sue the Defendants yourself, you must exclude yourself from the Settlement Class by November 28, 2016. If you exclude yourself you will not receive benefits from the Settlement. If you stay in the Settlement Class, you may object to the Settlement by November 28, 2016. If you do nothing, you will not receive any benefits but you will still be bound by the Court's decisions.

The Court will hold a hearing on December 22, 2016 at 3:00 p.m. PST to consider whether to approve the Settlement and a request for attorneys' fees of up to \$11 million, plus reimbursement of attorneys' costs and expenses up to \$600,000. The motion for attorneys' fees and costs and class representative service awards will be posted on the website after they are filed. You or your own lawyer may appear at the hearing at your own expense. This is only a summary, so please visit the website for complete information.

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Supreme Court 14 decisions offensive to Redskins and 'Slants' names trademarked

By DAVID G. SAVAGE
TRIBUNE NEWS SERVICE

WASHINGTON — The Supreme Court agreed Thursday to decide whether the Slants, an Asian American rock band from Portland, Ore., can trademark its name despite the government's objection that it is an offensive term.

This clash between free speech and trademark protection has drawn wide attention in part because the

Washington Redskins football team is locked in the same dispute.

Simon Tam, the founder of the band, said his aim was to adopt a word that had been a slur directed at Asians in order to make fun of the term. But officials at the U.S. Patent and Trademark Office were not in on the joke, and they rejected Mr. Tam's application for a protected trademark.

The government did not prevent the band from using the name, but trademark status can be valuable

in preventing others from using the same or similar name in marketing.

When Mr. Tam and the Slants sued, a federal appeals court struck down part of a 1946 law that tells the government to reject trademarks that "disparage... persons, living or dead." The judges said the law violated Mr. Tam's right to free speech.

It is a bedrock principle underlying the 1st Amendment that the government may not penalize private speech merely because it disapproves

the message it conveys," the appeals court said in February.

The Justice Department appealed to the Supreme Court and argued that awarding a trademark is a government benefit, not a limit on private speech. The law "does not prohibit any speech, prescribe any conduct or restrict the use of any trademark," the department said in its appeal.

The Supreme Court justices met behind closed doors this week to sift through pending appeals and

announced they would hear eight new cases, including the trademark dispute in *Lee vs. Tam*.

The outcome is likely to determine whether Washington's NFL team will lose its trademark status. Native Americans have sued the team, contending the name Redskins is offensive and disparaging, and the government office agreed its trademark status should be withdrawn. The team has appealed that decision to the high court.

"It is a bedrock principle underlying the 1st Amendment that the government may not penalize private speech merely because it disapproves the message it conveys."

Federal Appeals Court

We won't wear hijabs, says chess master

By BEL TREW
THE TIMES, LONDON

CAIRO — Leading women chess players have threatened to boycott the upcoming world championship in Iran because they will be forced to compete in Islamic headscarfs.

Female grandmasters condemned the choice of venue for the women's world championship, saying that the country's dress code violated the governing body FIDE's statutes on gender and religious discrimination.

Since the 1979 Islamic revolution all women in Iran are required to wear a headscarf in public. Vice squads patrol the streets enforcing the law. Those who flout them risk jail or floggings.

Players said they were also worried about the safety of contestants, following an increase in arrests of foreigners by Iran's Revolutionary Guards.

The American woman grandmaster Nazi Paikidze said that contestants would find it difficult to play in a hijab.

"This is a country where to this day women's rights are severely restricted," she said. "I will not support this oppression of women by wearing a hijab myself. Since forced hijab is the country's law, I could face imprisonment for not complying."

Ms. Paikidze said the U.S. State Department had issued a travel warning advising people to weigh the risks of going to Iran, where Americans could be unjustly detained and imprisoned.

"There should be very serious concerns about player safety," Ms. Paikidze added. She said that she may not be able to compete in the 64-player event scheduled for February next year.

Jovanka Houska, the British woman grandmaster, said Tehran was a "ridiculous" choice that sparked outrage when it was used for a smaller event earlier this year.

In February, FIDE (Federation Internationale des Echecs) held the grand prix in the Iranian capital. Players at the time said that the scarves were off-putting and uncomfortable.

"The decision shows a lack of concern for the players," Ms. Houska said. "No woman should be forced into dressing a certain way. Official FIDE events have been held in Iran before and I do not find that some of the women felt very uncomfortable."

Carla Heredia, the former Pan American champion, told The Times that players with male coaches would be at a disadvantage due to Iran's strict rules on the segregation of genders. They would not be able to discuss strategy privately and in the same room.

"Venues are negotiable — human rights are not," she said.

Mitra Hejazi, the Iranian woman and grandmaster who plays in a headscarf, is to participate in the event. She was not available for comment.

Susan Polgar, chairwoman of FIDE's commission for women's chess, defended the body's venue decision. She said that wearing the headscarf was a sign of respect.

"When I visit different places with different cultures, I like to show my respect by dressing up in their traditional clothing," she told the Chess Daily News website. "I personally would have no issues with wearing a headscarf (hijab) as long as it is the same to all players." She failed to address the issue of security for the contestants.

Iran, which has one of the world's highest rates of deaths in the world, has in past years arbitrarily arrested at least six foreign visitors.

Nazinin Zaghari-Ratcliffe, a charity worker with dual British-Iranian nationality, was sentenced to five years in prison this month after being arrested on terror charges while on holiday.

She is not the first international controversy to hit FIDE in the past year. Last November Kirsan Ilyumzhinov, the FIDE president, was placed on a U.S. sanctions list for assisting and acting on behalf of the Syrian government.

© The Times, London

Obama, Netanyahu take icy relationship to Peres funeral



President Barack Obama meets with Israeli Prime Minister Benjamin Netanyahu in New York September 21, 2016.

By JOHN T. BENNETT
TRIBUNE NEWS SERVICE

WASHINGTON — When President Barack Obama lands in Israel for the funeral of Shimon Peres, that country's former leader, he will face-to-face one last — and unexpected — time with a leader some have called his best "frenemy."

That would be Israel's prime minister Benjamin Netanyahu, the close U.S. ally with whom Mr. Obama has had perhaps the iciest relationship. Even as Mr. Obama and Mr. Netanyahu pay tribute to Mr. Peres, one of Israel's founders, many will be keeping a close eye on their interactions — or lack thereof.

Mr. Obama has provided more military weaponry to the Jewish state than any of his predecessors. But he's had a series of disagreements with the conservative Israeli leader that have gone public and that the White House has done

little at times to mask.

Here are three memorable times he and Mr. Netanyahu had public spats:

THE ADDRESS

March 3 of last year was a chilly winter day in Washington. But relations between the U.S. and Israeli leaders were well below freezing.

Mr. Netanyahu entered the House chamber to address a joint session of Congress late that morning, with then-Speaker John A. Boehner, R-Ohio, seated at the dais. Typically, Vice President Joseph R. Biden Jr., who is president of the Senate, would be alongside. Instead, there sat Sen. Orrin Hatch, R-Utah, the chamber's president pro tempore.

The moment, on its face, seemed tailored for Mr. Biden, a former Senate Foreign Relations chairman who often boasts about his relationships

Please see **RELATIONSHIP ON A8**

Trailing Donald Trump in Iowa, Hillary Clinton attempts to rally supporters

By CHRIS MEGERIAN
and SEEMA MEHTA
TRIBUNE NEWS SERVICE

DES MOINES, Iowa — Hillary Clinton didn't want to leave anything to chance when she arrived for a rally on the first day of early voting in Iowa. Her campaign stationed volunteers around her downtown rally to direct members of the audience to nearby polling places to submit their ballots.

"When you finish here, you can go vote," she told the crowd of roughly 2,000. "We can be on the path to victory here in Iowa."

President Barack Obama won Iowa in 2008 and 2012, but Mrs. Clinton is trailing Donald Trump in the state, lagging 5 percentage points behind in a RealClearPolitics average of polls.

She hopes voting early can give her campaign an edge, but mail ballots haven't kept pace with previous elections.

About 54,000 Democrats had requested absentee ballots, according to the Iowa secretary of state's office. That's far more than Republican voters, but about half of what Democratic voters requested at this point four years ago. Democrats rely on early voting more than Republicans in this state.

Nationwide, early voting could play a larger role in the campaign, said Michael McDonald, a political science professor at the University of Florida who runs the Elections Project. The earliest ballots could be cast was in North Carolina, where residents could vote by mail as soon as Sept. 9.

"The volume of early voting is going to be very high in a number of states," he said.

Census data show 30 percent of voters cast ballots before election day in 2008, and 32 percent in 2012. Mr. McDonald estimates about 34 percent will do the same this year as the method becomes more popular and widely available.

David Chiso, 64, has been going door to door and working the phones for the Clinton campaign to get more early voters in Iowa.

"It's more convenient," he said, and ensures the ballot gets cast even if someone runs into a scheduling conflict on Election Day.

Jovanna Peterson, 50, has already filled out her absentee ballot and mailed it in for Mrs. Clinton. She likes the "comfort level it gives the party" — she's one less person the campaign needs to spend precious resources on to ensure she votes.

"The more people that have voted, the better," she said. "It's a boost of energy. I try to help."

Congress experiencing buyer's remorse?

■ VETO

Continued from Page A4

remorse," Mr. Earnest told a White House briefing.

Mr. Corker criticized the White House, saying it failed to work with the administration to find a compromise before the veto override, but the administration declined a meeting.

Democratic Senator Chuck Schumer, who championed JASTA in the Senate, said he was open to revisiting the legislation.

"I'm willing to look at any proposal they make but not any that hurt the families," he said at a news conference.

However, he said he would oppose a suggestion that the measure be narrowed to only apply to the Sept. 11, 2001, attacks.

"You know what that does? It tells the Saudis to go ahead and do it again, and we won't punish you," Mr. Schumer said.

Mr. Corker said another suggestion was establishing an international tribunal so experts could determine whether there was culpability, and

that the Saudis had been willing to sit down and work on a compromise.

"Never in their conversations has there been any kind of threat," he said. "They are making observations about where this could lead. We've had other Arabs in the region weigh in and express concerns."

Trent Lott, a former Republican Senate Majority Leader now at a Washington law firm lobbying for the Saudis, said attorneys would look carefully at JASTA's language.

"You can amend something like this," Mr. Lott said.

Indian forces step up activity along Pakistani border

■ INDIA

Continued from Page A4

him of the operation, which had ended. India later briefed opposition parties, which backed the mission, as well as about 25 foreign envoys, but did not disclose operational details.

"It would indicate that this was all pretty well organized," said one diplomat, who spoke on condition of anonymity because the briefing by Foreign Secretary Subrahmanyam Jaishankar was confidential.

Pakistan's military spokesman dismissed the Indian account as "totally baseless and completely a lie," saying the contact between DGMs only included communication regarding cross-border firing, which was within existing rules of engagement.

"We deny it. There is no such thing on the ground. There is just the incident of the firing last night, which we responded to," Lt. Gen. Asim Bajwa told news channel Geo TV.

The border clash comes at a delicate time for Pakistan, with powerful Chief of Army Staff General Raheel Sharif to retire soon and Prime Minister Nawaz Sharif still to decide on a successor.

The Pakistani premier condemned India's "unprovoked and naked aggression" and called a cabinet meeting on Friday to discuss further steps. Neither side's account could be independently verified. The Indian government official briefed on the operation declined to offer more evidence about how the strikes were carried out or what the militants were planning to do.

India's disclosure of such strikes was unprecedented, said Ajai Sahni of a Pakistani Institute for Conflict Management in New Delhi, and sent a message not only to his own people but to the international community.

"India expects global support to launch more focused action against Pakistan," Mr. Sahni said. "There was tremendous pressure on the Indian prime minister to prove that he is

ready to take serious action."

Indian officials said the strike targeted areas close to the Line of Control, where it believes militants congregate for their final briefings before sneaking across the border.

An Indian security source said the operation began with Indian forces opening artillery firing across the frontier, providing cover for three to four teams of heavily armed commandos to cross over at points several miles apart.

The operation was over before sunrise, the government official said, adding that they expected more details to emerge in the coming days as they intercepted communications and gathered further intelligence.

A Pakistani military official in Chahamb, near the Line of Control, contradicted the Indian version, saying the attack had been repelled.

Both India and Pakistan claim Kashmir in full, but govern separate parts, and have fought three wars since independence from Britain in 1947, two of them over Kashmir:

a four-month consultation.

The commission estimated that the armed forces would need 4,000 extra recruits in 2019 and the number needed would increase to 6,000 before stabilizing at 8,000 between 2022 and 2025.

Sweden is not a member of NATO but has signed the alliance's partnership for peace program to develop military cooperation with non-members.

Countries around the Baltic Sea have been increasing military spending and NATO is deploying four battalions of up to 4,000 troops to the Baltic states and eastern Poland.

—The Times, London

LEGAL NOTICE

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Swedes to counter Russian threat with conscription

SWEDEN — Fearing a more aggressive Russia, Sweden has announced plans to reintroduce compulsory military service eight years after it was abolished.

Young Swedes born after 1990 have been put on notice that they will be eligible for conscription from 2018 to meet shortfalls in voluntary recruitment.

The move is seen as linked to growing nervousness over the aggressive behavior of Russia, which led earlier

this month to the permanent garrisoning of the Baltic island of Gotland.

Peter Hultqvist, defense minister, announced that the government would seek cross-party approval on a new system to find 4,000 conscripts in 2018 in response to the findings of a commission on the country's defense needs.

Sweden has not participated in armed conflict on its territory in two centuries. It has a long history of trying to cross the country to invade Norway.

The move is expected to be adopted by parliament, subject to agreement between the Social Democrat-led government and the opposition. Proposals for identifying conscripts will be put to

Drug suspect accused of attacking wife

Thousand Palms arrest linked to domestic violence

COLIN ATAGI
THE DESERT SUN

A Thousand Palms drug investigation led to the arrest of a man suspected of violently attacking his estranged wife in April — about three years after he damaged her home and vehicle with a BB gun.

Daniel Valladares was arrested Wednesday morning after Riverside County sheriff's deputies served a search warrant on a home in the 30-700 block of Roseview Lane. They determined he had an arrest warrant related to a domestic abuse case on April 12 in Cathedral City.

He's accused of attacking his wife and violating a protective order at a home on Via De Anza. They were involved in a

"heated argument" that ended with the suspect using both closed fists to punch his wife four times on the left side of her face, according to a declaration in support of an arrest warrant.

Afterward, he kicked her three times in the thigh and threatened to kill her if she notified police, according to the document.

It was at least the third time the couple had a violent encounter during their four-year marriage.

Valladares was convicted on April 2, 2014 for assault with a deadly weapon after firing a BB gun at the victim's home on May 9, 2013. He caused \$850 in damage after shattering the victim's bedroom and car windows, according to the declaration.

During the investigation into that incident, the victim told police she spoke to



Daniel Valladares



Riverside County sheriff's deputies conducted a drug investigation at a Thousand Palms home on Roseview Lane. They arrested a man who was wanted on suspicion of domestic violence.

throat, according to the declaration. She did not report the incident because she feared for her life knowing her husband's criminal history.

Since 2002, Valladares was convicted on at least four occasions for crimes ranging from burglary to drug possession, according to Riverside County Superior Court records.

He's currently being held in lieu of \$250,000 bail at the Riverside County Jail in Indio, according to jail records. He's tentatively scheduled to appear in court Friday and it wasn't clear if he had an attorney.

During Wednesday's Thousand Palms search, authorities also arrested Rene Messenore on suspicion of animal cruelty after finding three dogs in need of veterinary care.

She was released Wednesday after posting \$10,000 bail.

Messenore is scheduled to appear in court Nov. 23.

her husband two days earlier at his Cathedral City home and he threatened to kill her as he held a knife against her

Mission

Continued from 3A

graduate, said the mission helped her get her daughter back. Belken, a Hemet resident, was struggling with drug addiction but completed a rehab program in Thermal last fall. She needed a steady place to stay, and the people at the rehab center told her about the mission.

"They helped move by daughter to foster care in Indio so I could see her more often," she said. "I learned how to accept myself and get my daughter back." Belken is now working part time as a caregiver and starting school to become a licensed vocational nurse. She said she hopes to one day become a hospice nurse.

"I've got an apartment facing the hills in Cathedral City. I have a car, it's a good life," she said.

"Without this program, I don't know where I'd be today," said Lisa Rodriguez, a Gateway graduate, during the ceremony. "I got housed. I have all my kids under one roof. I'm working. I have a vehicle. Everything is going good and it's all thanks to the staff," she said, holding back tears.

The ceremony featured speakers from the New Life and Gateway programs as well as speeches from staff and a prayer led by Indio Mayor Glenn Miller. Cheers went up from the crowd as each graduate went to the stage to re-

ceive their certificates. The ceremony ended as the new graduates went into the mission's courtyard to release balloons.

"Your new life looks pretty good on you," said Tom Cox, the mission's program director. "Heaven knows you're no angels. You have confronted your demons and you have one hell of a story to tell. You are rescued, you are restored, and now you are ready." He charged the graduates to have compassion, courage and gratitude in their new lives.

Sitting on a bench, watching as the new graduates hugged each other and the staff was Lauren Strait. Strait is currently living in the mission's annex. He said this is his second time at the mission: the first time, a few years ago, he got into New Life and walked back onto the streets that same day.

"When you come in here and see how other people's lives have changed, you understand more what you should do," he said, expressing regret that he did not try to change his life earlier. The former drug addict is now 11 days clean and sober. "I wish I got this sooner."

Lopez, who said she wants to eventually become a parent advocate in the foster system, said she considers everyone at the mission her family. "I couldn't make it happen without them," she said. "God is here at this place."

Gabby Ferreira covers breaking news and homeless issues for *The Desert Sun*. Contact her at gabrielle.ferreira@desertsun.com or follow her on Twitter: @Its_GabbyF.



RECENT GRADUATES OF THE COACHELLA VALLEY RESCUE MISSION'S NEW LIFE AND GATEWAY PROGRAMS GET READY TO RELEASE BALLOONS INTO THE AIR ON THURSDAY.

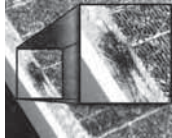
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SCIENCE

How the moon and big ocean tides could be a trigger for big earthquakes

BY RONG-GONG LIN II
Los Angeles Times

It's one of the most enduring mysteries in earthquake science: Why do small earthquakes stay small, while others grow into monsters? A group of researchers offered a partial, but tantalizing answer this month: The moon and big tides.

HOW DOES THIS WORK?

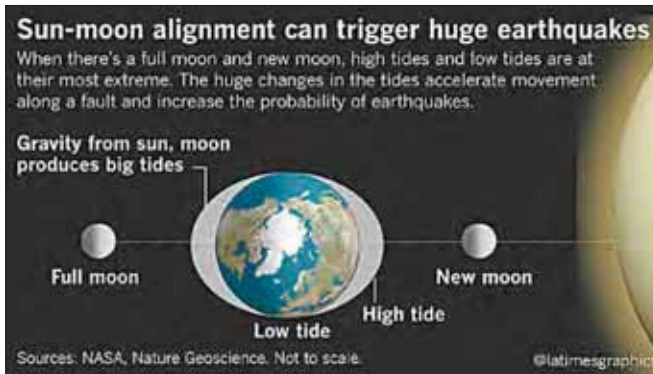
The scientists zeroed in on times of high tidal stress, which can occur twice a month, during the full moon and new moon. During these moments, high tides are at their highest — flooding the tallest reaches of a beach — and about six hours later, low tides are at their lowest for the month, with seawater retreating to the farthest point toward the ocean.

This produces massive movement of ocean water and produces high tidal stress. And that tidal stress can change the stress on the fault, and, these scientists suggest, help push small earthquakes that happen to grow into very large earthquakes.

"When tides are very large, small earthquakes tend to grow," Satoshi Ide, lead author of the report and professor of seismology at the University of Tokyo, said in an interview.

"This suggests that the probability of a tiny rock failure expanding to a gigantic rupture increases with increasing tidal stress levels," Ide and his coauthors wrote in the report, published this month in the journal *Nature Geosciences*.

Or put another way: The tidal forces give a slight



nudge to a fault on the cusp of rupturing.

"It could be just the amount of stress that is the 'straw that breaks the camel's back,' so to speak," said Nicholas van der Elst, a U.S. Geological Survey geophysicist. "So it makes sense that an earthquake would be more likely to happen, and coalesce into a larger earthquake, if there is just a little, additional, push."

As a result, when tidal forces are at their largest, under this idea, "earthquakes have a slight tendency to grow larger than they would otherwise," van der Elst said.

What are some examples of these types of quakes? The magnitude 9.1 Indonesia earthquake in 2004 and magnitude 8.8

earthquake in Chile in 2010, which both produced damaging tsunamis, occurred around the time of a full moon, close to the peak time of tidal stress, the study said.

The research adds to a growing body of research investigating how tidal forces can affect the earth's movement. Tidal forces — which besides the oceans also affect solid rock — are also believed to be related to small tremors deep underground along the central San Andreas fault in Monterey County, according to a study earlier this summer, which was coauthored by van der Elst.

Tidal forces, of course, are not the central reasons why an earthquake ruptures. The primary cause of earthquakes is the Earth's

moving tectonic plates, which are constantly grinding against each other. Between the tectonic plates, strain builds up on faults until the pressure is released suddenly by an earthquake.

Indeed, Ide said, many earthquakes will still happen when tidal stress is low. "Earthquakes are nearly a random process," Ide said. "Tidal forces are just a factor in a complex process."

HOW CAN THIS RESEARCH HELP EARTHQUAKE SAFETY IN CALIFORNIA?

While the Japanese study offers an idea why large earthquakes can occur, it does not help scientists predict the exact time and locations when a deadly earthquake will hit. That is

widely seen as impossible to predict.

But work like this study is important to help scientists achieve a very important goal: understanding how and why large earthquakes happen.

"One of the outstanding questions in seismology is: How do you get from a small earthquake to a big earthquake?" said seismologist Lucy Jones. "One idea is that they all start the same way, and whether they continue to grow depends on what they stumble into, such as tidal stress."

Another theory is that there are some other physics involved, and how large earthquakes begin is inherently different than how small earthquakes start. Whatever the answer is,

a solution would offer big rewards for the public and would improve the speed and accuracy of an earthquake early warning system for megaquakes.

HOW WOULD AN EARLY WARNING HELP?

The earthquake early warning system works well in calculating, moments after an earthquake begins, the magnitudes of moderate earthquakes. Within a second of rupture, the system would calculate a magnitude of up to 4.5, and moments later, the system can calculate quickly up to a magnitude of 6 with a reasonable degree of accuracy. Beyond that, however, there's a problem.

"The great San Andreas earthquake is going to take two minutes to happen," Jones said. In one hypothetical scenario, she said, "at the very, very beginning of it, we'll see that it's at least a 6, at the Salton Sea. Forty-five seconds into it, we need to be able to recognize that we've now grown to a 7.5, and the fault has extended up to the San Bernardino Mountains — it's now a lot closer to a lot of other people."

During the 2011 Japanese earthquake — a magnitude 9.0 — that nation's earthquake early warning system underestimated the intensity of shaking in Tokyo moments before more intense shaking waves hit the capital, Jones said.

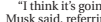
"If we can ever solve this problem, of what makes an earthquake big — we'll make a huge advance in what we can predict during an earthquake as it's going on," Jones said.

Elon Musk turns his gaze toward Mars colonization

BY DANA HULL
Bloomberg News

SAN FRANCISCO — When Elon Musk takes the stage of the 67th International Astronautical Congress in Guadalajara, Mexico, Tuesday, it won't be to rehash terrestrial concerns like a fatal Tesla autopilot crash or a poorly received merger proposal. Instead, the space and electric-car entrepreneur will be talking about realizing his boyhood dream: going to Mars.

Musk's keynote address, titled "Making Humans a Multiplanetary Species," will tackle the technical challenges and "potential architectures for colonizing the Red Planet," according to organizers. Translation: huge rockets, big spacecraft. No one has been anticipating the event more eagerly than Musk, who founded Space Exploration Technologies Corp., his rocket-launch company, 14 years ago with the express goal of putting humans on other planets to live and work.



"I think it's going to sound pretty crazy," Musk said, referring to his Mars speech, at NASA's Kennedy Space Center last April. He was there celebrating another, previously crazy-sounding accomplishment: launching a rocket into space and then landing the 14-story-tall booster on a floating drone ship in the Atlantic Ocean. SpaceX has gone on to repeat that feat three more times.

The Mars speech figures to be a welcome distraction for a man who's been reeling of late. Tesla, which makes electric vehicles and energy-storage products, is blowing through cash as it races to build out a huge battery factory in the Nevada desert and start selling its mass-market Model 3 next year. Tesla's bid to acquire SolarCity Corp., a debt-laden installer of rooftop solar panels, is embroiled in controversy over corporate-governance concerns. Musk is chief executive officer of Tesla and the chairman and largest shareholder of SolarCity.

Adding to Musk's headaches, SpaceX suffered a mystifying setback Sept. 1 when one of its rockets blew apart on the launch pad in Cape Canaveral, Fla., destroying an Israeli communications satellite. "Turning out to be the most painful and complete failure we have ever had in 14 years," Musk said on Twitter.

Such earthbound woes aside, going to Mars is no longer the stuff of science fiction. The National Aeronautics and Space Administration has its own "Journey to Mars"

program, which calls for sending American astronauts there in the 2030s. Lockheed Martin Corp. has a NASA contract to build a Mars-orbiting space station. And Democratic presidential nominee Hillary Clinton said, if elected, one goal of her administration would be to "advance our ability to make human exploration of Mars a reality."

Mars exploration got an enormous boost in August 2012, when NASA's Curiosity Rover landed. The robotic vehicle continues to transmit breathtaking, high-resolution photographs of the dune- and butte-filled landscape, to the delight of scientists and Curiosity's 3.4 million Twitter followers. Curiosity is exploring a crater that once held an ancient lake, proving Mars had a watery environment and, possibly, microbial life.

"The enthusiasm and momentum for sending humans to Mars is higher than it's ever been," said Ashwin Vasavada, the Curiosity project scientist at NASA's Jet Propulsion Laboratory in Pasadena. "Technologically, it doesn't seem that far out of reach. We can see a path."

What scientists and space enthusiasts don't have in 2016 is a global political imperative driving a modern-day space race. That's a big difference from a half a century ago when the U.S., locked in Cold War competition with the Soviet Union, worked feverishly to realize President John F. Kennedy's call to put a man on the moon.

A lot of space enthusiasts are looking to Musk, who founded SpaceX in 2002. The company makes rockets at its headquarters in Hawthorne and currently flies the Falcon 9. It makes money, thanks to contracts to launch commercial satellites as well as fly missions for NASA and the U.S. military. SpaceX has NASA contracts worth \$4.2 billion to resupply the International Space Station orbiting the Earth via its unmanned Dragon spacecraft and eventually ferry astronauts to the ISS. The closely held company has about 5,000 employees.

Human colonization of Mars won't be a cake walk. Getting to the Red Planet will take at least eight months with unknown risks to the human body and psyche. Even if space explorers survived the 195-million-mile journey and subsequent first-ever manned landing, they would need to get to work immediately making the place habitable and producing the fuel needed to propel the rocket ship homeward.

SpaceX plans to fly an unmanned spacecraft to Mars as early as 2018. The flights would continue about every two years and, if all goes according to plan, would culminate with the first human mission to Mars in 2025, Musk told The Washington Post in June.

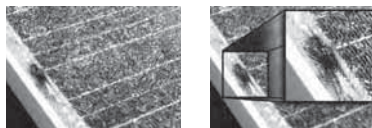
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NEWS & NOTES

Easterly students say man fired BBs at them; none hurt badly

Fresno police are searching for a man armed with a BB gun after two students at Easterly Elementary School in southeast Fresno reported being hit by pellets Wednesday afternoon.

The incident reportedly took place about 12:08 p.m. near the administration building of the school, at Peach and Tulare avenues. Lt. Joe Gomez said neither of the 8-year-old second-graders was seriously injured.

The students were walking to lunch when they reported that a man who appeared to be about 18 years old pulled a pistol out of his waistband and fired the BBs at them. The students said the man, who was on the south side of Tulare, across the street from the school, appeared to have a tattoo of a skull with flames on his arm.

After firing, police said, the man put the weapon back in his waistband and continued walking east on Tulare. Police combed the area around the school but did not find the man. The school was not put on lockdown. Gomez said the school has been hit by BBs fired at windows in the past.

VICTIM OF CRASH FROM SOUTH STATE

The Fresno County Coroner's Office identified the driver of a big rig killed in a fiery crash Sept. 20 as Francisco Romero, 42, of Norwalk, in Los Angeles County.

Romero's truck veered off a Highway 99 overpass and landed on Highland Avenue. It caught fire with Romero stuck inside.

Highland was closed for about six hours while crews cleared the debris.

MAN ARRESTED IN WORK TRUCK THEFT

Fresno police on Wednesday arrested a parolee accused of stealing a concrete worker's truck in central Fresno.

The incident occurred about 9 a.m. at Wishon and Princeton avenues, where the workers arrived to do construction on a home.

Lt. Joe Gomez said the suspect, identified as Ronald Autry, 38, jumped in one of the workers' trucks and drove away as other workers pursued. They lost track of the truck near Glenn and College avenues, but an undercover officer spotted Autry sitting on a front porch at Glenn and Fountain Way. The workers

TODAY ON FRESNOBEE.COM



HELPING THE HOMELESS

Matthew Brewster, 27, of Fresno stands inside his living room filled with furnishings donated by Wings Advocacy Fresno, which helps formerly homeless people furnish their apartments. www.fresnobee.com/video

G. Komen Central Valley, \$5,000; and The ARC of Fresno/Madera Counties, \$1,000.

BARBECUE TO HELP INJURED OFFICERS

A barbecue to benefit Fresno County correctional officers Juanita Davila and Toamalama Scanlan—the two officers shot in the Fresno County Jail lobby on Sept. 3—will be held at New Hope Community Church on Saturday.

From noon to 3 p.m. the church is sponsoring the Backing the Badges fundraiser and barbecue at \$10 per person. The church, 4620 E. Nees Ave. in Clovis, plans to donate all funds to assist in the officers' recovery.

Davila, 51, was released from the hospital on Sept. 16 and is back home in Sanger, while Scanlan, 40, remains in the hospital.

Davila and Scanlan were shot as they tried to escort Thong Yang, a Hmong refugee with a violent criminal history, out of the lobby.

Yang, 37, is facing attempted murder charges. He pleaded not guilty and a status hearing is scheduled for Oct. 19.

CASINO GIVES \$30,000 TO LOCAL GROUPS

Chukchansi Gold Resort and Casino presented the local nonprofits with \$30,000 Wednesday as part of its Chukchansi Cares program, casino spokeswoman Deanne Kamalani announced.

The nine nonprofits had a chance to spin the "Wheels of Winning" throughout September, with chances to win up to \$10,000 for their organization.

The recipients are American Heart Association—Central Valley, \$2,000; American Red Cross of Central California, \$5,000; CASA of Fresno/Madera Counties, \$2,000; Central Valley Honor Flight, \$3,000; Eastern Madera County SPCA, \$5,000; Madera County Food Bank, \$4,000; Manna House of Oakhurst, \$3,000; Susan

LUCKY NUMBERS

DRAWN WEDNESDAY

Fantasy 5 2 7 8 21 39
Daily 4 7 8 0 4
Daily 3 Midday 5 1 2
Daily 3 Evening 4 4 3
Daily Derby 8 3 10

RACE TIME: 1:46.17

ALSO

Wednesday's Powerball and Superlotto Plus numbers were released after The Bee went to press. See Friday's paper or visit fresnobee.com/lottery for a recap.

PAST DRAWS

MEGA MILLIONS
Tuesday (\$25 million)

14 16 26 33 71 4

Winner: None
Next draw: Friday (\$30 million)

SOURCE: CALIFORNIA LOTTERY

SETTING IT STRAIGHT

It is The Bee's policy to acknowledge errors promptly. Mistakes should be called to the attention of the editors involved.

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AFTER TRIPLE HOMICIDE, FURRY COMMUNITY FEARFUL

Suspects' ties make members fear retaliation.

By **SCOTT SCHWEBKE**
 STAFF WRITER

FULLERTON • The community of Southern California furies is reeling in the wake of a triple homicide in Fullerton and the subsequent arrests of two men with ties to furry culture.

This week, the La Habra Fur Bowling group canceled its regular bowling night until at least January, fearing that "non-fandom people" might cause them harm.

"Our main goal is to keep everyone safe," the group posted on its Facebook page. "We do not want to host a meet while bloods are still running high on all sides."

The Dogpatch Press, an online news site for the furry community, said in a statement that the Sept. 24 homicides — in which at least two of the victims are either active furies or have ties to that world — have been devastating.

"It really is the worst thing that ever happened with ties to this community."

Saturday's slayings of Christopher Yost, 34; his wife, Jennifer Yost, 39; and their friend Arthur Boucher, 28, are also "disproportionally big" for the group, the statement says.

According to a website for SoCal Furs, the furry community stretches from San Luis Obispo to San Diego.

SoCal Furs held a barbecue Sept. 17 at Irvine Regional Park attended by many members in brightly colored costumes.

Furries have been



DEFEIANCE VIA YOUTUBE

Irvine Regional Park was the site of SoCal Furs End of Summer FurBO on Sept. 17.

around since the 1980s. They admire anthropomorphic animals — characters that walk on two feet and speak like humans.

Most of them are "non-suiters," meaning they don't spend \$1,000 to \$5,000 or more on full-body animal costumes. Instead, they create characters and wear badges with their characters displayed.

The furry community comprises mostly adults under 30, although there are some older furies who were fans of Disney movies involving animals with human characteristics, such as "Robin Hood."

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By **TRAN VAN MINH**
 THE ASSOCIATED PRESS

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AFTER TRIPLE HOMICIDE, FURRY COMMUNITY FEARFUL

Suspects' ties make members fear retaliation.

By **SCOTT SCHWEBKE**
 STAFF WRITER

FULLERTON • The community of Southern California furies is reeling in the wake of a triple homicide in Fullerton and the subsequent arrests of two men with ties to furry culture.

This week, the La Habra Fur Bowling group canceled its regular bowling night until at least January, fearing that "non-fandom people" might cause them harm.

"Our main goal is to keep everyone safe," the group posted on its Facebook page. "We do not want to host a meet while bloods are still running high on all sides."

The Dogpatch Press, an online news site for the furry community, said in a statement that the Sept. 24 homicides — in which at least two of the victims are either active furies or have ties to that world — have been devastating.

"It really is the worst thing that ever happened with ties to this community."

Saturday's slayings of Christopher Yost, 34; his wife, Jennifer Yost, 39; and their friend Arthur Boucher, 28, are also "disproportionally big" for the group, the statement says.

According to a website for SoCal Furs, the furry community stretches from San Luis Obispo to San Diego.

SoCal Furs held a barbecue Sept. 17 at Irvine Regional Park attended by many members in brightly colored costumes.

Furries have been



DEFIANCE VIA YOUTUBE

Irvine Regional Park was the site of SoCal Furs End of Summer FurBO on Sept. 17.

around since the 1980s. They admire anthropomorphic animals — characters that walk on two feet and speak like humans.

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Senate stalls stopgap bill; shutdown looms

BIPARTISAN OPPOSITION ▶ Dems resist, demand funding for Flint; McConnell looks for way out

By **ANDREW TAYLOR**
ASSOCIATED PRESS

WASHINGTON — A must-do bill, which will prevent the government from shutting down this weekend and fund the fight against the Zika virus, is stalled in the Senate.

It is held up by bipartisan opposition as the clock ticks toward a Friday deadline. Democrats, demanding money so Flint, Michigan, can address its lead-contaminated water crisis, overwhelmingly opposed the measure in a Senate test vote Tuesday. So did a dozen of the Senate's most conservative members.

The 45-55 vote ties up the stopgap funding bill — for now at least.

The GOP defections left Senate Majority Leader Mitch McConnell, R-Kentucky, short of a simple majority, much less the 60 votes needed to clear a filibuster hurdle.

McConnell is looking for a way out of the legislative box canyon that doesn't include capitulating on Flint, which GOP leaders fear would start a revolt among House tea party conservatives.

Instead, senior congressional leaders are scrambling for a compromise solution on the Flint water issue that would satisfy Democrats.

The Senate has passed \$220 million worth of aid to Flint and other cities grappling with lead-tainted water and want the package added to the temporary spending bill.

Republican leaders are promising to address the Flint issue after the election in endgame talks on a separate water re-

sources bill, but Democrats refuse to take them at their word.

"Trust me, we will consider Flint later" — that's like nothing I've ever heard," said House Minority Leader Nancy Pelosi, D-California.

But House Majority Leader Kevin McCarthy, R-California, said talks continued.

"There might be an element (on Flint) we could do," McCarthy told reporters.

Democrats say it's unfair that the water crisis in Flint has gone on for more than a year with no assistance, while Louisiana and other states are getting \$500 million for floods that occurred just last month.

Democrats have played a strong hand in the negotiations and know they have leverage because Republicans controlling the House and Senate are eager to avoid a politically harmful shutdown at midnight Friday.

"Democrats have been clear that Congress should not leave Flint and other lead-tainted communities out of any (stopgap spending) negotiation that includes emergency disaster funding," said Senate Minority Leader Harry Reid, D-Nevada, and other top Democrats in a Tuesday morning letter to McConnell.

McConnell characterized the Democratic position as "no Flint, no flood" and indicated he is considering dropping the flood aid. Both sides hope to avert that.

The stopgap spending bill would keep the government running through Dec. 9 and provide \$1.1 billion in long-delayed funding to fight the spread of the



Senate Majority Leader Mitch McConnell, R-Kentucky, heads to a briefing Monday on Capitol Hill.

Zika virus and develop a vaccine and improved tests to detect it. Zika can cause grave birth defects.

McConnell has made numerous concessions in weeks of negotiations on the measure, agreeing, for instance, to drop contentious provisions tied to Zika funding that led Democrats to filibuster prior Zika measures this summer and earlier this month.

A provision to make Planned Parenthood ineligible for new anti-Zika funding for Puerto Rico was dropped, as was a provision to ease pesticide regulations under the Clean Water Act.

A \$400 million package of spending cuts added to the measure is no longer controversial. The measure also includes a

popular full-year spending bill that provides a 4 percent budget increase for the Department of Veterans Affairs.

"Can it really be that Democratic leaders have embraced dysfunction so thoroughly that they'd tank a noncontroversial, 10-week funding bill over — well, what exactly?" McConnell asked, as he opened the Senate on Tuesday.

"It's almost as if a few Democratic leaders decided long ago that bringing our country to the brink would make for good election-year politics."

Republicans say the Flint issue will be handled in a separate measure to authorize water development projects. House floor debate began Tuesday on that measure — without Flint

money — but Republicans are telegraphing it will be included in any final measure handled in a postelection session.

But GOP leaders on Monday night blocked Rep. Dan Kildee, D-Michigan — who represents Flint — from getting a vote on the Senate measure.

Kildee noted that Flint, a predominantly African-American city, is looked over, while other areas of the country are often quick to win help when disaster strikes.

"There's something about this poor community — this poor, majority-minority community — that exempts them from the kind of help that we have provided time and time again to people in crisis in this country," said Kildee, who is white.

Iowa stops flooding with barriers used by military

By **RYAN J. FOLEY**
AND **SCOTT MCFETRIDGE**
ASSOCIATED PRESS

CEDAR RAPIDS, Iowa — Iowa's second-largest city has managed to keep flooding at bay largely because of barriers that were widely used to protect soldiers in Bosnia, Iraq and Afghanistan.

Crews in Cedar Rapids hastily erected Hesco barriers along nearly 10 miles of the Cedar River through neighborhoods and downtown. As of Tuesday morning, the sand-filled containers had protected thousands of properties, some up to 4 feet beneath the surging waterway.

The barriers are a key reason Cedar Rapids officials are hopeful they can largely avoid flooding, unlike in 2008 when higher river levels inundated 10 square miles of the city, causing billions of dollars in damage.

"In 2008, we felt defenseless," Mayor Ron Corbett said. "In 2016, we took action and mobilized."

The barriers were invented by British entrepreneur James Heselton, a former coal miner who used them to stop erosion on his property. After his invention received media attention, the United Kingdom's military realized the barriers could be used to replace sandbags that protected soldiers from blasts in Bosnia, said Aaron Ackley, Hesco's director of emergency response.

The U.S. military came to the same conclusion and began using the barriers extensively in Iraq and Afghanistan, eventually totaling more than 30,000 miles of the containers, said Ackley, who first saw the barriers when he served with the U.S. Army in Bosnia.

The barriers are comprised of steel mesh panels, lined with a thick polypropylene material that can be quickly filled with sand or dirt, usually using a front-loader. The barriers keep water from seeping through to the other side, but allow moisture to drain out the bottom. Cedar Rapids Assistant City Manager Sandi Fowler said the city bought 1 1/2 miles of Hesco barriers in 2010 as part of its flood protection plan, but this marks the



A flood wall made of Hesco barriers lines the banks of the Cedar River in Cedar Rapids, Iowa, on Monday.

first time they have been deployed. Through Hesco, the city acquired the rest of its 9.8 miles from the University of Iowa, which had them in storage. The new Hescos cost \$1.4 million, but with labor costs added, the entire temporary flood system totaled about \$5 million.

"We're feeling very good, very, very confident, that this temporary system that we built in less than two days will protect our city," City Manager Jeff Pomeranz said.

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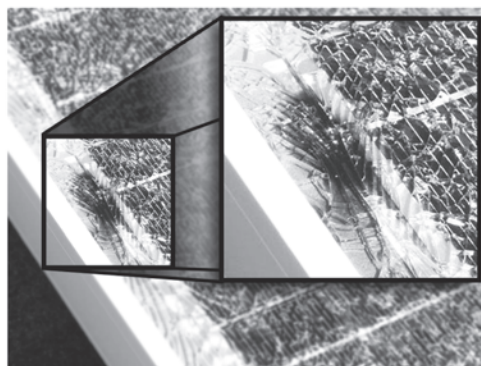
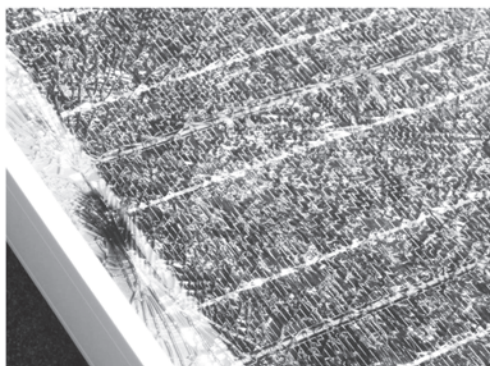
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o visitar nuestro website www.BPSolarSettlement.com*

A Settlement has been reached in a class action lawsuit against BP Solar and Home Depot involving solar panels manufactured between 1999 and 2007 with an S-type junction box ("Class Panels"). You may be entitled to benefits from a \$45.33 million common fund or a separate, \$20 million claims-made settlement.

The lawsuit claims these panels are defective and prone to junction box failures, which could cause burn marks at the junction box, shattered glass, and be a potential fire hazard. BP and Home Depot deny these claims.



Who's Included? The Settlement includes anyone in the United States who: (1) purchased certain BP solar panels for installation on a property, or (2) currently owns a property on which these panels are installed and, in either case, who still owns some or all of the BP solar panels.

The panels were sold through various distributors and retailers, including but not limited to Solar Depot and Home Depot.

What does the Settlement provide? Subject to Court approval, a \$45.33 million fund will be created to pay for the removal and replacement of a subset of Class Panels (Category 1), and to pay administration, attorneys' fees and costs, and Class Representative awards. A separate \$20 million fund will be established for the remaining Class Panels (Category 2), which have a lower failure rate. Category 2 claimants will be entitled to a free visual inspection to identify any failed panels, replacement of failed panels, replacement of all panels if over 20% of panels have failed and, if not all panels are replaced, a free inverter with arc fault detection. Non-residential class members with 400 or more Class Panels will be invited to commercial negotiations. Complete details are found on the website.

How can I receive benefits? You must file a claim to receive benefits. You can file a claim online at www.BPSolarSettlement.com or call 1-844-360-2767. Category 1 claims will be paid until the Fund is spent. Category 2 claims will last for three years after it starts or until the \$20 million fund is spent.

What are my rights? If you want to keep your right to sue the Defendants yourself, you must exclude yourself from the Settlement Class by **November 28, 2016**. If you exclude yourself you will not receive benefits from the Settlement. If you stay in the Settlement Class, you may object to the Settlement by **November 28, 2016**. If you do nothing, you will not receive any benefits but you will still be bound by the Court's decisions.

The Court will hold a hearing on **December 22, 2016 at 3:00 p.m. PST** to consider whether to approve the Settlement and a request for attorneys' fees of up to \$11 million, plus reimbursement of attorneys' costs and expenses up to \$600,000. The motion for attorneys' fees and costs and class representative service awards will be posted on the website after they are filed. You or your own lawyer may appear at the hearing at your own expense. This is only a summary, so please visit the website for complete information.

1-844-360-2767

www.BPSolarSettlement.com

LEGAL NOTICE

You may be entitled to replacement solar panels and/or a new inverter from a BP Solar Settlement

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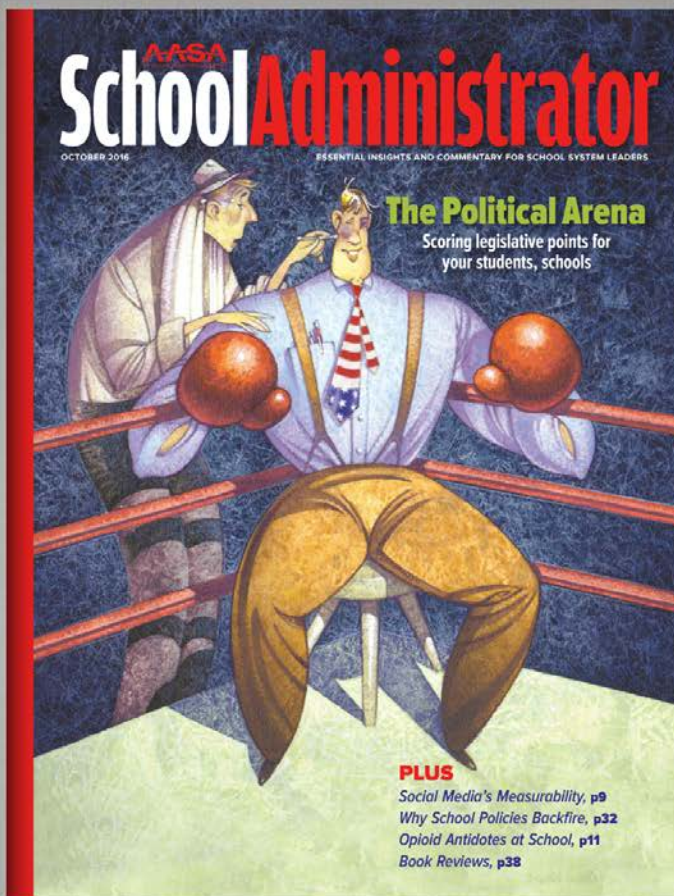
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School Administrator

OCTOBER 2016

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Social Media's Measurability, p9
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Exhibit G

HF Media LLC - BP Solar Panels AOL Screenshots

September 26, 2016





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by TD Staff Reporter September 22, 2015

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Press conference scheduled for Monday at 12:30pm CT.

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Seven SEC teams are ranked.

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SCREENSHOTS

HF Media – BP Solar

PRESENTED BY
CONVERSANT
September 23, 2016



HF MEDIA – BP SOLAR – 728X90

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BP Solar Panels May Create Fire Risk [Click here >](#)

If you have BP Solar Panels, you may be entitled to replacement and/or a new inverter.


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HEALTH A-Z

DRUGS & SUPPLEMENTS

LIVING HEALTHY

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NEWS & EXPERTS

Too young for knee osteoarthritis?

U.S. SYN 10.12.2013

▶ Find out about treatment options

Health News

Top 12 News Topics

- 1 Tea Tree/Lavender Oils
- 2 Tattoo Ink
- 3 Ataxial Filtration
- 4 Sex and Older Men
- 5 EpiPens
- 6 EpiPen Coupons
- 7 Lifespan/Parents
- 8 Late Microcephaly
- 9 Cupping
- 10 Best Hospitals
- 11 Flossing
- 12 Prepregnancy Weight

Top 12 Videos

- 1 Popping Zits
- 2 MHD Diet
- 3 Yogurt for MS
- 4 Eat up Your Eats

Zika FAQ

The Zika virus has been linked to devastating birth defects in babies born to infected women. WebMD answers your questions.

[Read more](#)

More Health News

- Medical Tattoos' Help Hide Surgical Scars
- Drug-Resistant Germs Thrive in Aging Water Systems
- Blue Ball Recalls Cookie Dough Ice Cream
- The 'Love Hormone' May Outlet Tristitia
- Heavy Drinking Can Harm the Aging Brain
- Falls a Deadly Threat for Older Americans
- Vaccine Guards Against Zika in Monkey Study
- Arthritis Drug May Help With Tinge of Hair Loss
- Do Open Floor Plans Invite Overeating?
- Flavorings May Boost Toxicity of E-Cigarettes

More Articles

Drug and Product Watch

Drug and product warnings, alerts, and recalls

- FDA Warns Ovarian Cancer Tests Not Reliable

BP Solar Panels May Create Fire Risk

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To help me get to sleep:

- I read a book
- I watch TV
- I eat a snack
- I take sleeping pills
- All of the above

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SCORES NEWS VIDEO STATS STANDINGS SCHEDULE PLAYERS TICKETS APPS SHOP MLBTV AUCTION FANTASY TEAMS

Previous 3 Days **Sep 23 - Sep 25** Next 3 Days

Friday September 23, 2016 All Times Eastern. Subject To Change.

Away	Home	Result	Winning Pitcher	Losing Pitcher	
Cardinals	Cubs	STL 0, CHC 5	Anieta (18-7)	Leake (9-11)	
Away	Home	Time (ET)	Away Probable	Home Probable	
D-backs	Orioles	7:05 PM	Miller (2-12)	Gallardo (5-8)	
Nationals	Pirates	7:05 PM	Gonzalez (11-10)	Tailon (4-4)	
Yankees	Blue Jays	7:07 PM	Mitchell (1-1)	Lirio (7-13)	
Braves	Marlins	7:10 PM	Wisler (7-12)	Cashner (5-11)	
Red Sox	Rays	7:10 PM	Pomeranz (10-12)	Archer (8-18)	
White Sox	Indians	7:10 PM	Gonzalez (4-7)	Bauer (11-8)	
Royals	Tigers	7:10 PM	Duffy (12-2)	Fulmer (10-7)	
Phillies	Mets	7:10 PM	Hellickson (12-9)	Ynoa (1-0)	
Reds	Brewers	8:10 PM	DeSclafani (8-4)	Davies (11-7)	
Angels	Astros	8:10 PM	Meyer (1-3)	Fister (12-12)	
Mariners	Twins	8:10 PM	Paxton (4-7)	Gibson (6-10)	
Rangers	Athletics	9:35 PM	Hamels (14-5)	Graveman (10-10)	
Rockies	Dodgers	10:10 PM	Gray (10-8)	Kazmir (10-6)	
Giants	Padres	10:40 PM	Suarez (3-4)	Jackson (4-6)	

Saturday September 24, 2016 All Times Eastern. Subject To Change.



BP Solar Panels
May Create Fire Risk
[Click Here](#)

If you have BP Solar Panels, you may be entitled to replacement and/or a new inverter.

YAHOO!

HF Media LLC

HF Media | BP Solar

Sep 23, 2016

Small Business Owners_US - 300x250

The screenshot shows a Yahoo! Beauty article page. At the top, there is a navigation bar with links for Home, Mail, Flickr, Tumblr, News, Sports, Finance, Celebrity, Answers, Groups, Mobile, and More. Below this is a search bar and a secondary navigation bar with links for Beauty Home, Beauty Stories, The Goods, Fashion Week, Dudes, Celebrity, Beauty Food, Video, How To, and Style. The main content area features a large image of Emma Watson speaking at a podium. The article title is "Read Emma Watson's Moving Speech on the State of Gender Equality in 2016" by Alyssa Bailey, dated September 22, 2016. The article text discusses Watson's support for the UN Women movement and her speech at the UN. Below the article is a social media sharing bar with icons for Twitter, Facebook, and YouTube. To the right of the main article is a "What to Read Next" section with three recommended articles: "BP Solar Panels May Create Fire Risk", "Lens Dunham's Sibling Grace Dunham Opens Up About Struggle with Gender Identity", and "Stream DIRECTV anytime, anywhere". At the bottom right, there is a "HeForShe" logo and a small video player showing Watson's speech.

Home Mail Flickr Tumblr News Sports Finance Celebrity Answers Groups Mobile More

Search

Beauty Home Beauty Stories The Goods Fashion Week Dudes Celebrity Beauty Food Video How To Style

Read Emma Watson's Moving Speech on the State of Gender Equality in 2016

ELLE Alyssa Bailey September 22, 2016

From ELLE

Two years ago, Emma Watson launched HeForShe at the UN with a history-making speech calling for gender equality (one that has been viewed on YouTube alone over 1.7 million times).

Over a million men have pledged support to the UN Women movement, and while there is still work to be done, Watson is overwhelmed by the progress made in just two years. "We've seen seismic shifts in culture recently," she told a crowd at the New York City Museum of Modern Art last night. Watson was one of the last speakers in a stacked lineup that included speeches by Finland's President Sauli Niinistö, Japan's Prime Minister Shinzo Abe, and Canada's Prime Minister Justin Trudeau (Watson presented Trudeau a HeForShe pin on stage. She was very excited about it).

BP Solar Panels May Create Fire Risk

If you have BP Solar Panels, you may be entitled to replacement and/or a new inverter.

Click here >>

What to Read Next

Lens Dunham's Sibling Grace Dunham Opens Up About Struggle with Gender Identity

Stream DIRECTV anytime, anywhere

HeForShe

Solar Panel Interest & Ownership_US – 160x600

The screenshot displays a Yahoo! Mail inbox with the following visible content:

- Navigation Bar:** Home, Mail, Search, News, Sports, Finance, Celebrity, Weather, Answers, Flickr, Mobile, More.
- Search Bar:** Search Web, Search Mail.
- Advertisements:**
 - BP Solar Panels May Create Fire Risk:** Advertisement with a 'Click Here' button.
 - If you have BP Solar Panels, you may be entitled to replacement and/or a new inverter.**
- Mail List:**
 - Today:**
 - DIRECTV (Sponsored):** Stream NFL SUNDAY TICKET. Never miss a live out-of-market game. Get NFL SUNDAY TICKET at no extra charge.
 - Walgreens Wellness:** Try this delicious (nut-free!) capcaca recipe.
 - Elizabeth Nelson, Feeding America:** Fidelity, Restless, Distracted, Hungry.
 - Jim Lowell:** 402 Fidelity Funds, but I'd buy these 5 first.
 - west elm:** New season. New arrivals. (800+ to be exact).
 - Yesterday:**
 - Investorplace Special Offers:** GE reveals "largest growth opportunity in history". Carolina Herrera Pre-Fall is here + ABS by Allen Schwartz, Ava & Alden Dresses, Le Cressant and More Start Today at Noon ET.
 - Gilt:** How to live in a low-interest-rate world.
 - The Economist:** Travel Agents Go Back To School At Delta Vacations University.
 - Travel Market Report:** Orbitz Traveller, your Insider Prices are inside!
 - Orbitz:** Poshed Nail Boutique, Hellofresh Meals, Radiant Yoga + Vega Vitality Plates, Plus, SHRED.
 - Gilt City Boston:** 20% off your ENTIRE order. That's what friends + family are for...
 - west elm:** International Travel Crisis Management Summit.
 - ITCMS:** Viewpoints: Protect yourself online.
 - Fidelity Investments:** Win with NCL's Dress to Impress Competition.
 - TravelNewsWzr Partner Updates:** All Coupon Offers Ending Sunday, 9/25/16!
 - Costco Wholesale:** How to identify the Right Stocks...
 - EquihyMaster.J:** ALERT: Final Hours - Extra 70% Off!
 - Restaurant.com:** Search Any Property Through Us And Get Amazing offers.
 - Wednesday:**
 - Just Property:** Orbitz Traveller, trip out on 15% off.
 - Orbitz:** Breaking: Marriott/Starwood Merger Set To Close Friday.
 - Travel Market Report:** You can be rude and comfortable at the same time. Officially.
- Sort by:** date.
- Time:** 7:00 AM, 2:05 AM, 2:01 AM, 12:43 AM, Sep 22, Sep 21, Sep 20, Sep 19, Sep 18, Sep 17, Sep 16, Sep 15, Sep 14, Sep 13, Sep 12, Sep 11, Sep 10, Sep 9, Sep 8, Sep 7, Sep 6, Sep 5, Sep 4, Sep 3, Sep 2, Sep 1.
- Bottom Bar:** E*TRADE, Mail items, Table on.

Known Homeowners HHI \$75k+ _US - 728x90

The screenshot displays the Yahoo! Finance homepage. At the top, there are navigation links for News, Sports, Finance, Celebrity, Answers, Groups, Mobile, and More. The main header includes the Yahoo! Finance logo and a search bar. Below the search bar, there are tabs for Finance Home, Yahoo! Originals, Personal Finance, Tech, Market Data, Industry News, My Screeners, and My Portfolio. A sign-in button and a mail icon are also present.

Market data is shown in a grid format:

S&P Futures	2,165.25	-3.08 (-0.14%)
Dow Futures	18,274.00	-29.28 (-0.16%)
Missing Futures	4,060.75	-5.58 (-0.14%)
Crude Oil	45.09	-0.83 (-1.82%)

News articles are featured in a grid:

- Can't find an affordable home? Here's why**: Starter homes and government properties are surprisingly hard to come by in many markets. [Read More](#)
- BP Solar Panels May Create Fire Risk**: If you have BP Solar Panels, you may be entitled to replacement and/or a new inverter. [Click here](#)
- Yahoo Confirms Massive Data Breach: What You Need to Know**: Yahoo confirmed a massive data breach Thursday that compromised an estimated 500 million users' personal details. The announcement follows a Yahoo investigation into claims that a... [Read More](#)
- Yahoo says at least 500M users affected by 2014 data breach**: AUC - Los Angeles
- Yahoo set to announce huge breach: report**: The Hill

Additional content includes:

- My Portfolio & Markets**: Recently Viewed >

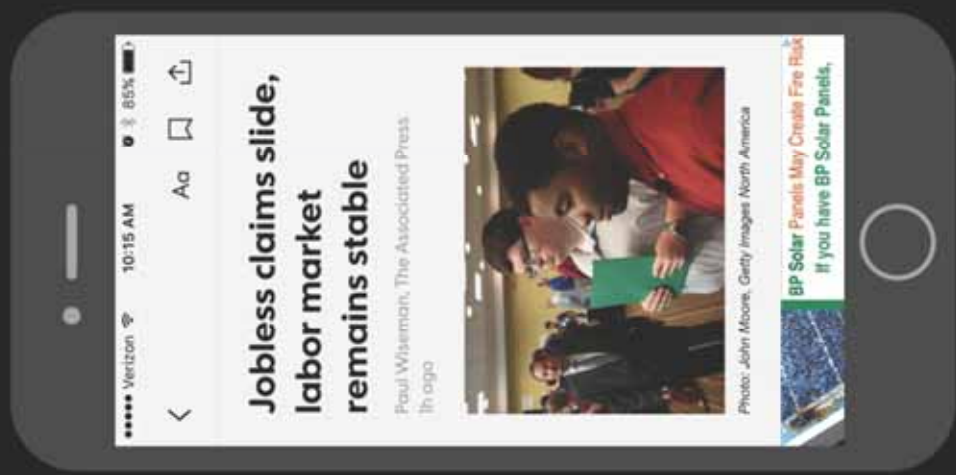
Symbol	Last Price	Change	% Change
YHOO	44.15	0.01	0.02%
- Advertisements**:
 - E-TRADE**: Invest Now
 - AMERITRADE**: Over 45 years of professional guidance
 - YAHOO! FINANCE**: Being Forward, Backward and Mobile Days
 - AARP**: Medicare Supplement Plans

SOLAR PANELS Q3-Q4'16 HF MEDIA

9.22.16

Aol.





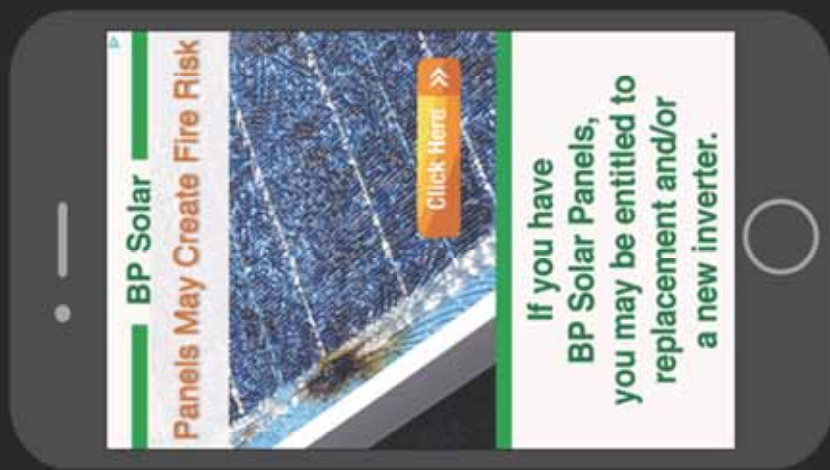
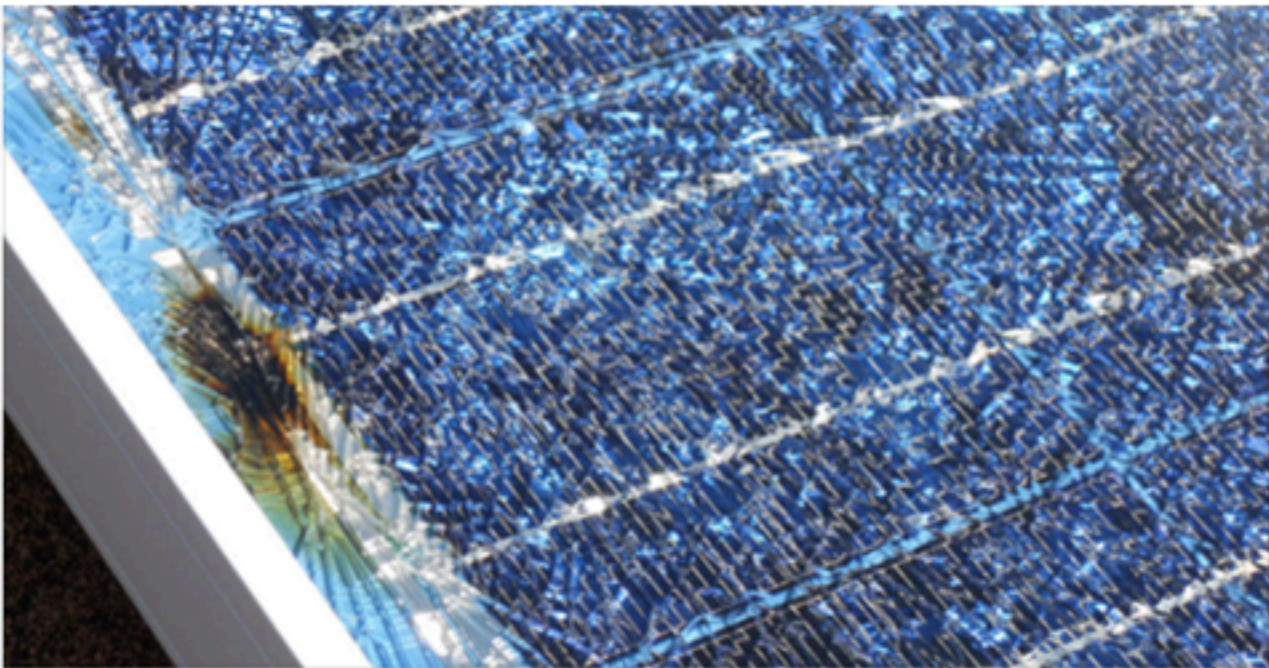


Exhibit H

Class Action Notice

September 23 · 🌐

If you have BP Solar Panels, you may be entitled to replacement and/or a new inverter.



BP Solar Panels May Create Fire Risk

If you have BP Solar Panels You May Be Entitled to Replacement of the Solar Panels and/or a New Inverter from a Class Action Settlement.

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BP Solar Panel Fire Risk

You may be entitled to replacement and/or a new inverter.

Ads



BP Solar Panel Fire Risk

You may be entitled to replacement and/or a new inverter.

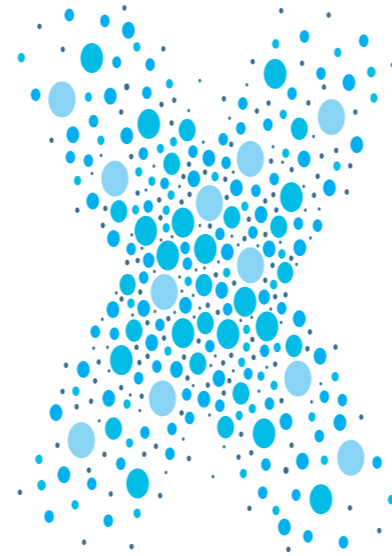
BP Solar Panel Fire Risk - You may be entitled to replacement and/or a new inverter.



BP Solar Panel Fire Risk

You may be entitled to replacement and/or a new inverter.

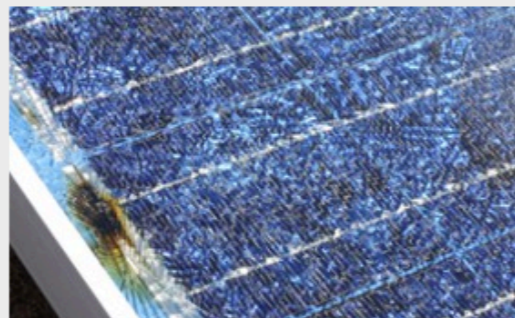
Exhibit I



XAXIS

BP Solar

Screenshots

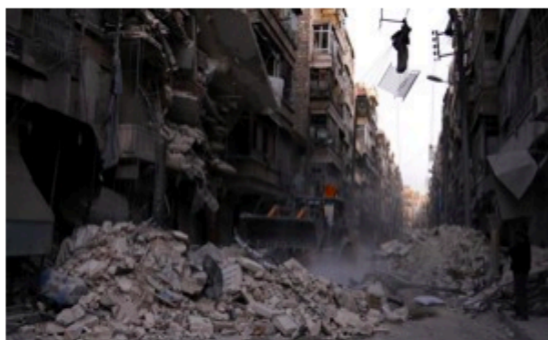


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BP Solar Panels May Create Fire Risk

If you have BP Solar Panels, you may be entitled to replacement and/or a new inverter.

GLOBAL

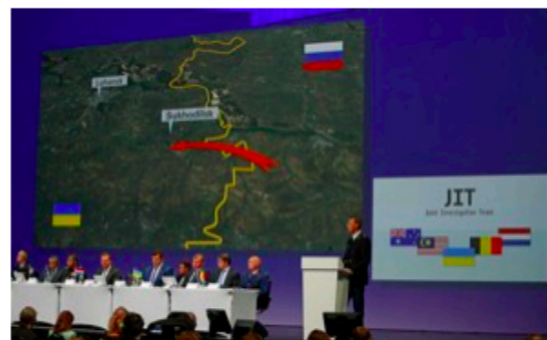


Abdairhman Ismail / Reuters

The U.S. Is Threatening to Cut Off Talks With Russia Over Aleppo

Syrian airstrikes damaged two hospitals—part of the intensified, and indiscriminate, bombardment of the rebel-held part of the city.

YASMEEN SERHAN 12:48 PM ET



Peter Dejong / AP

Who Shot Down Flight MH17?

The Dutch-led investigating team says the Malaysian Airlines plane was brought down by a missile fired from an area controlled by Russian-backed rebels in Ukraine.

KRISHNADEV CALAMUR 8:05 AM ET

To Be a Guerrilla, and a Woman, in Colombia

MEGAN ALPERT 1:09 PM ET

The Australian State Without Power

KRISHNADEV CALAMUR 10:13 AM ET

Aleppo and the Diplomacy of Wishful Thinking

FREDERIC C. HOF SEP 27, 2016

The Chinese CEO Accused of Aiding North Korea's Nuclear Program

J. WESTON PHIPPEN SEP 27, 2016

Shimon Peres, 1923-2016

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Senate overwhelmingly rejects Obama veto of Saudi September 11 bill

reuters.com 1h

The U.S. Senate on Wednesday overwhelmingly rejected President Barack Obama's veto of...



Elon Musk outlines plan for future Mars colonization

video.foxnews.com 2h

Four4Four Science: Elon Musk outlines plans for future Mars travel and colonization; The world's first baby has been born with the '3-parent' technique

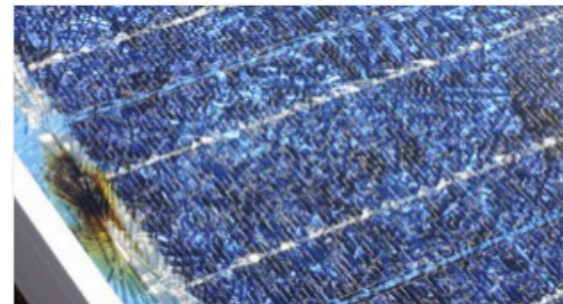


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BP Solar Panels May Create Fire Risk

Sponsored by HF Media

If you have BP Solar Panels, you may be entitled to replacement and/or a new inverter.



The FBI is launching a new database to track how often police use deadly force

theweek.com 3h

On Wednesday, FBI Director James Comey announced the agency will soon release a...



Californiahomedesign.com

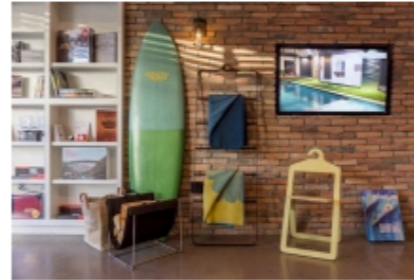
Welcome Home: Openhouse Retail Concept Opens in Santa Monica

By *Candace Abbott* / 09/23/16 at 7:54 am / [Comments](#)

A full home decor and lifestyle experience has just landed on Ocean Park Boulevard in Santa Monica.

[Read More...](#)

[Pin it](#)



BP Solar Panels May Create Fire Risk

Sponsored by *HF Media*

If you have BP Solar Panels, you may be entitled to replacement and/or a new inverter.

[View More...](#)



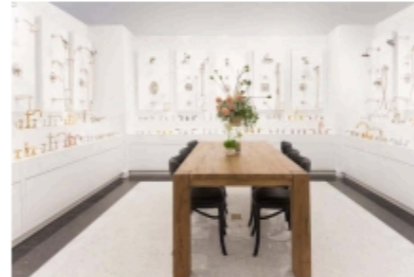
Waterworks Expands their San Francisco Showroom & Debuts Kitchen Line For Northern California

By *Caitlin Donovan* / 09/22/16 at 5:37 pm / [Comments](#)

Luxury kitchen and bath brand, Waterworks, has expanded its San Francisco showroom to a two-level, 8,000 square foot space in the heart of the Design District on Rhode Island Street, replacing their former Kansas Street location where they have served the Northern California region since 1998.

[Read More...](#)

[Pin it](#)



Welcome to the First Annual DESIGN LIVE

By *Lindsey Shook* / 09/22/16 at 5:53 am / [Comments](#)

On September 15 and 16, California Home + Design and Coupar Communications kicked off the first annual DESIGN LIVE, a two-day design summit in San Francisco.



Exhibit J

A federal judge authorized this notice. This is not a solicitation from a lawyer.

BP Solar Panel Settlement Reached Includes Replacement Solar Panels and/or a New Inverter

Para una notificación en Español, llamar 1-844-360-2767 o visitar nuestro website www.BPSolarSettlement.com

Please read the Notice carefully.

Date October 7, 2016

A proposed class action Settlement, known as *Michael Allagas, et al. v. BP Solar International, Inc., et al.*, Case No. 3:14-cv-00560-SI, has been reached against BP Solar and Home Depot involving solar panels manufactured between 1999 and 2007 with an S-type junction box (“Class Panels”). Class Members may be entitled to benefits from a \$45.33 million common fund or a separate, \$20 million claims-made settlement. Owners of large, non-residential systems will have the opportunity to negotiate a resolution directly with BP Solar.

We are sending this letter to you so that you can share this information with your members. If certain of your members own the products at issue, their rights may be affected by this lawsuit, so please carefully read the Notice included with this letter. Your help to further distribute information concerning this proposed Settlement is appreciated.

For more information

Visit: www.BPSolarSettlement.com

Call: 1-844-360-2767

You may also write with questions to:

**BP Solar Panel Settlement
c/o JND Legal Administration
P.O. Box 6878
Broomfield, CO 80021**

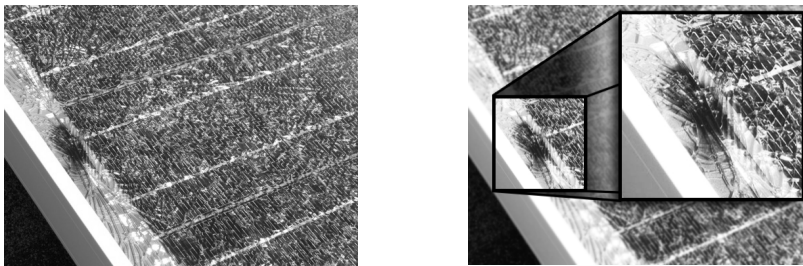
Sincerely,

Notice administrator

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The lawsuit claims these panels are defective and prone to junction box failures, which could cause burn marks at the junction box, shattered glass, and be a potential fire hazard. BP and Home Depot deny these claims.



Who's Included?

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The panels were sold through various distributors and retailers, including but not limited to Solar Depot and Home Depot.

What does the Settlement provide?

Subject to Court approval, a \$45.33 million fund will be created to pay for the removal and replacement of a subset of Class Panels (Category 1), and to pay administration, attorneys' fees and costs, and Class Representative awards. A separate \$20 million fund will be established for the remaining Class Panels (Category 2), which have a lower failure rate. Category 2 claimants will be entitled to a free visual inspection to identify any failed panels, replacement of failed panels, replacement of all panels if over 20% of panels have failed and, if not all panels are replaced, a free inverter with arc fault detection. Non-residential class members with 400 or more Class Panels will be invited to commercial negotiations. Complete details are found on the website.

How can I receive benefits?

You must file a claim to receive benefits. You can file a claim online at www.BPSolarSettlement.com or call 1-844-360-2767. Category 1 claims will be paid until the Fund is spent. Category 2 claims will last for three years after it starts or until the \$20 million fund is spent.

What are my rights?

If you want to keep your right to sue the Defendants yourself, you must exclude yourself from the Settlement Class by **November 28, 2016**. If you exclude yourself you will not receive benefits from the Settlement. If you stay in the Settlement Class, you may object to the Settlement by **November 28, 2016**. If you do nothing, you will not receive any benefits but you will still be bound by the Court's decisions.

The Court will hold a hearing on **December 22, 2016 at 3:00 p.m. PST** to consider whether to approve the Settlement and a request for attorneys' fees of up to \$11 million, plus reimbursement of attorneys' costs and expenses up to \$600,000. The motion for attorneys' fees and costs and class representative service awards will be posted on the website after they are filed. You or your own lawyer may appear at the hearing at your own expense. This is only a summary, so please visit the website for complete information.

1-844-360-2767

www.BPSolarSettlement.com

Exhibit K

Subject: PR Newswire: Press Release Distribution Confirmation for Birka-White Law Offices and Lief Cabraser Heimann & Bernstein, LLP. ID#1666220-1-1

Date: Thursday, September 8, 2016 at 6:17:47 AM Pacific Daylight Time

From: multimediasdesk@prnewswire.com

To: mnr@multivu.com, mnrproduction@multivu.com, Shannon Baraff, hfbuyers@hfmediallc.com

PR NEWSWIRE EDITORIAL

Hello

Your press release was successfully distributed:

Release headline: You may be entitled to replacement solar panels and/or a new inverter from a BP Solar Settlement

Word Count: 612

Product Summary:

US1

Visibility Reports Email

Complimentary Press Release Optimization

MultiVu (No Charge)

PR Newswire ID: 1666220-1-1

Distribution time: 08-Sep-2016 09:17:00 AM ET

View your release*: http://www.prnewswire.com/news-releases/you-may-be-entitled-to-replacement-solar-panels-and-or-a-new-inverter-from-a-bp-solar-settlement-300324356.html?tc=eml_cleartime

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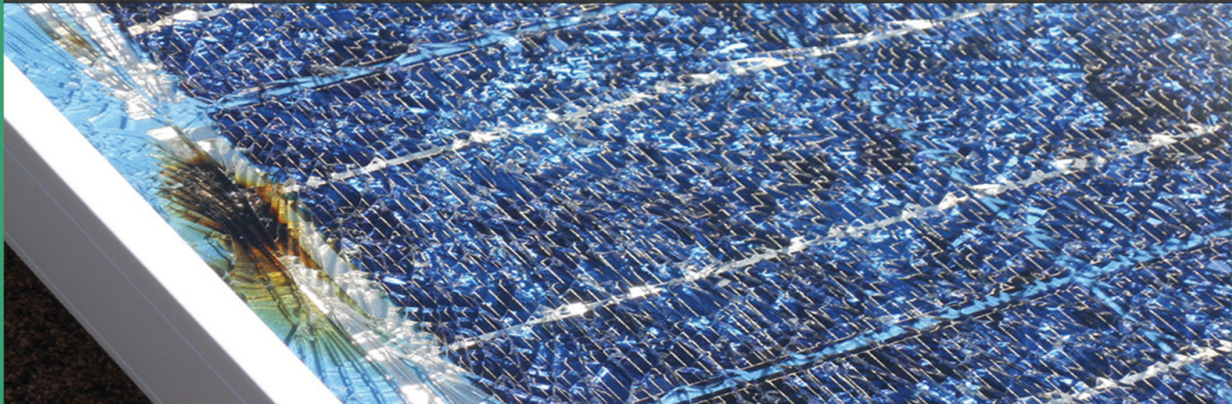
Discover how to measure strategic goals across channels to assist in achieving your communications objectives: <http://www.prnewswire.com/knowledge-center/Matching-Measurement-to-Medium-Press-Release-Metrics-across-Channels.html>

* If the page link does not load immediately, please refresh and try again after a few minutes.

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BP Solar Settlement



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You may be entitled to replacement solar panels and/or a new inverter from a BP Solar Settlement

Learn More

(<http://www.bpsolarsettlement.com>)

PR Newswire, San Francisco, CA, September 8, 2016

The following statement is being issued by Birka-White Law Offices and Lief Cabraser Heimann & Bernstein, LLP, regarding the BP Solar class action settlement.

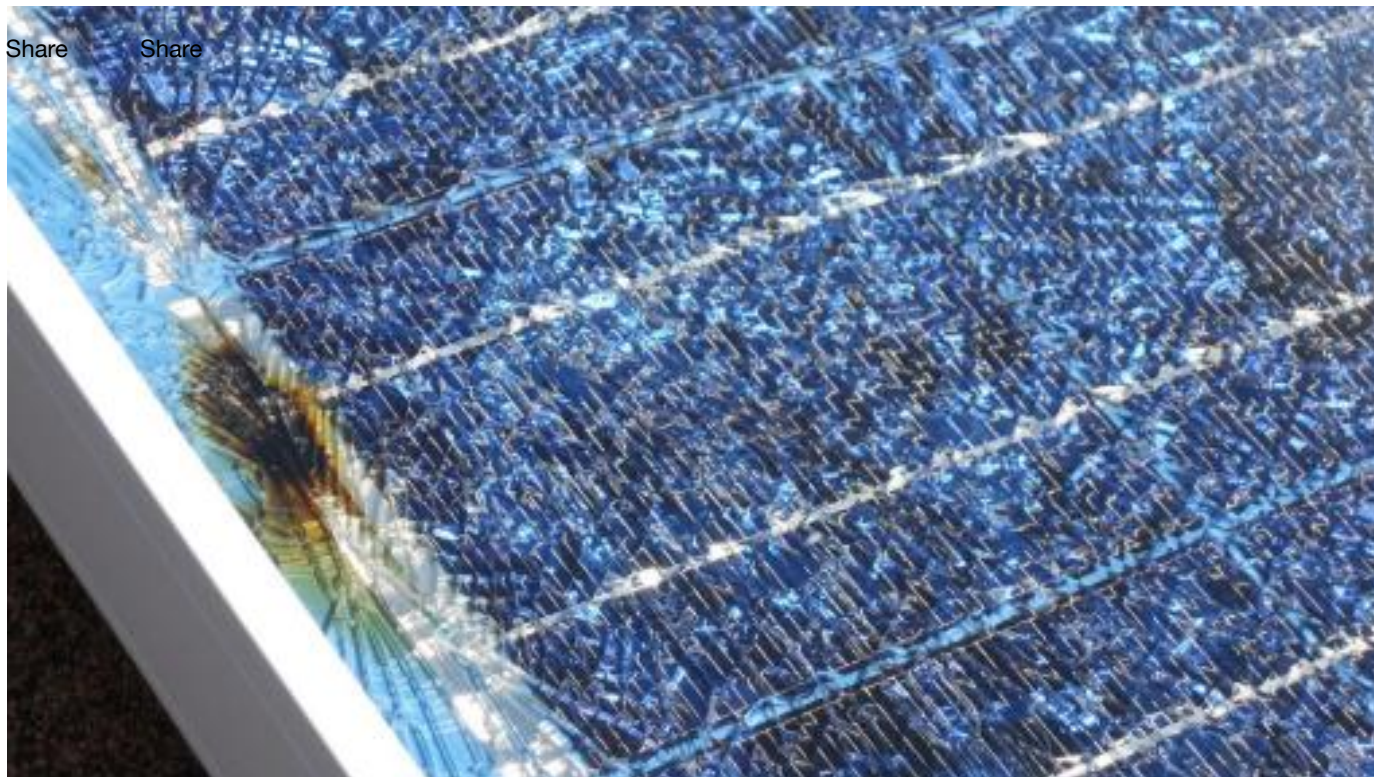
You may be entitled to replacement solar panels and/or a new inverter from a BP Solar Settlement

Para una notificación en Español, llamar 1-844-360-2767 o visitar nuestro website www.BPSolarSettlement.com (<http://www.bpsolarsettlement.com>)

A Settlement has been reached in a class action lawsuit against BP Solar and Home Depot involving solar panels manufactured between 1999 and 2007 with an S-type junction box ("Class Panels"). You may be entitled to benefits from a \$45.33 million common fund or a separate, \$20 million claims-made settlement.

The lawsuit claims these panels are defective and prone to junction box failures, which could cause burn marks at the junction box, shattered glass, and be a potential fire hazard. BP and Home Depot deny these claims.

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Who's Included? The Settlement includes anyone in the United States who: (1) purchased certain BP solar panels for installation on a property, or (2) currently owns a property on which these panels are installed and, in either case, who still owns some or all of the BP solar panels.

The panels were sold through various distributors and retailers, including but not limited to Solar Depot and Home Depot.

What does the Settlement provide? Subject to Court approval, a \$45.33 million fund will be created to pay for the removal and replacement of a subset of Class Panels (Category 1), and to pay administration, attorneys' fees and costs, and Class Representative awards. A separate \$20 million fund will be established for the remaining Class Panels (Category 2), which have a lower failure rate. Category 2 claimants will be entitled to a free visual inspection to identify any failed panels, replacement of failed panels, replacement of all panels if over 20% of panels have failed and, if not all panels are replaced, a free inverter with arc fault detection. Non-residential class members with 400 or more Class Panels will be invited to commercial negotiations.

Complete details are found on the website.

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What are my rights? If you want to keep your right to sue the Defendants yourself, you must exclude yourself from the Settlement Class by **November 28, 2016**. If you exclude yourself you will not receive benefits from the Settlement. If you stay in the Settlement Class, you may object to the Settlement by **November 28, 2016**. If you do nothing, you will not receive any benefits but you will still be bound by the Court's decisions.

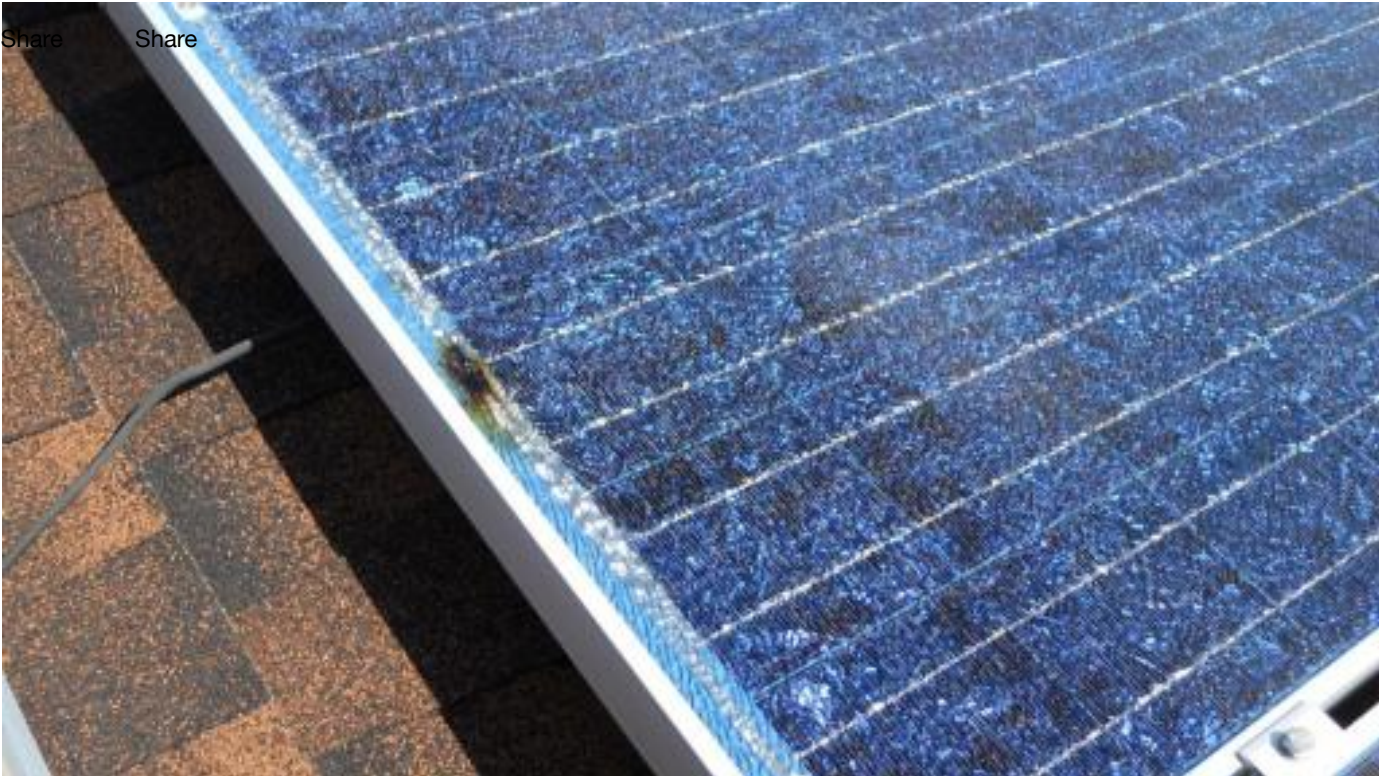
The Court will hold a hearing on **December 22, 2016 at 3:00 p.m. PST** to consider whether to approve the Settlement and the request for attorneys' fees of up to \$11 million, plus reimbursement of attorneys' costs and expenses up to \$600,000. The motion for attorneys' fees and costs and class representative service awards will be posted on the website after they are filed. You or your own lawyer may appear at the hearing at your own expense. This is only a summary, so please visit the website for complete information.

###

Source: Birka-White Law Offices and Lief Cabraser Heimann & Bernstein, LLP,

Media Contacts: David Birka-White, Birka-White Law Offices, (925)-362-9999, dbw@birka-white.com (mailto:dbw@birka-white.com); and Nimish Desai, Lief Cabraser Heimann & Bernstein, LLP, 415-956-1000, ndesai@lchb.com (mailto:ndesai@lchb.com).





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Links

BP SOLAR SETTLEMENT ([HTTP://WWW.BPSOLARSETTLEMENT.COM](http://www.bpsolarsettlement.com))

Resources

PRELIMINARY APPROVAL ORDER
([HTTP://WWW.BPSOLARSETTLEMENT.COM/CLASSACTION/BPSOLAR/DOCUMENTS/182_ORDER
GRANTING MOTION FOR PRELIMINARY APPROVAL.PDF](http://www.bpsolarsettlement.com/classaction/bpsolar/documents/182_ORDER_GRANTING_MOTION_FOR_PRELIMINARY_APPROVAL.PDF))

SETTLEMENT AGREEMENT
([HTTP://WWW.BPSOLARSETTLEMENT.COM/CLASSACTION/BPSOLAR/DOCUMENTS/BPS-
SETTLEMENT-AGREEMENT.PDF](http://www.bpsolarsettlement.com/classaction/bpsolar/documents/bps-settlement-agreement.pdf))

LONG FORM NOTICE
([HTTP://WWW.BPSOLARSETTLEMENT.COM/CLASSACTION/BPSOLAR/DOCUMENTS/BPS-LONG-
FORM-NOTICE.PDF](http://www.bpsolarsettlement.com/classaction/bpsolar/documents/bps-long-form-notice.pdf))

SHORT FORM NOTICE
([HTTP://WWW.BPSOLARSETTLEMENT.COM/CLASSACTION/BPSOLAR/DOCUMENTS/BPS-SHORT-
FORM-NOTICE.PDF](http://www.bpsolarsettlement.com/classaction/bpsolar/documents/bps-short-form-notice.pdf))

CLAIM FORM
([HTTP://WWW.BPSOLARSETTLEMENT.COM/CLASSACTION/BPSOLAR/DOCUMENTS/BP-SOLAR-](http://www.bpsolarsettlement.com/classaction/bpsolar/documents/bp-solar-)

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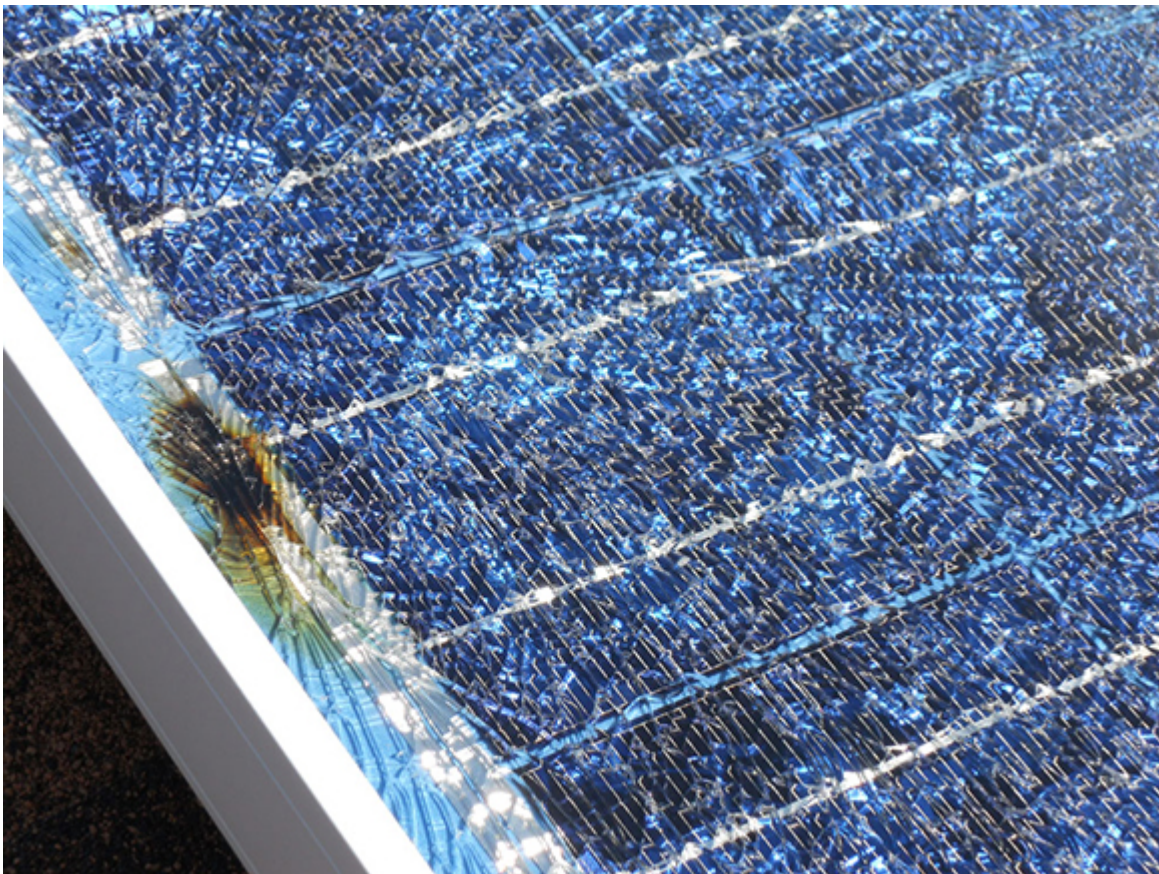
Subject: BP Solar Settlement information

From: info@bpsolarsettlement.com

BP Solar Settlement

[Click here to view in your browser.](#)

You may be entitled to replacement solar panels and/or a new inverter from a BP Solar Settlement



[Visit the interactive multimedia page](#)

PR Newswire, San Francisco, CA, September 8, 2016

The following statement is being issued by Birka-White Law Offices and Lief Cabraser Heimann & Bernstein, LLP, regarding the BP Solar class action settlement.

You may be entitled to replacement solar panels and/or a new inverter from a BP Solar Settlement

Para una notificación en Español, llamar 1-844-360-2767 o visitar nuestro website www.BPSolarSettlement.com

A Settlement has been reached in a class action lawsuit against BP Solar and Home Depot involving solar panels manufactured between 1999 and 2007 with an S-type junction box ("Class Panels"). You may be entitled to benefits from a \$45.33 million common fund or a separate, \$20 million claims-made settlement.

Source:

Birka-White Law Offices
65 Oak Court, Danville, CA 94526
<http://www.birka-white.com/>

Lieff Cabraser Heimann & Bernstein, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111
<http://www.lieffcabraser.com/>

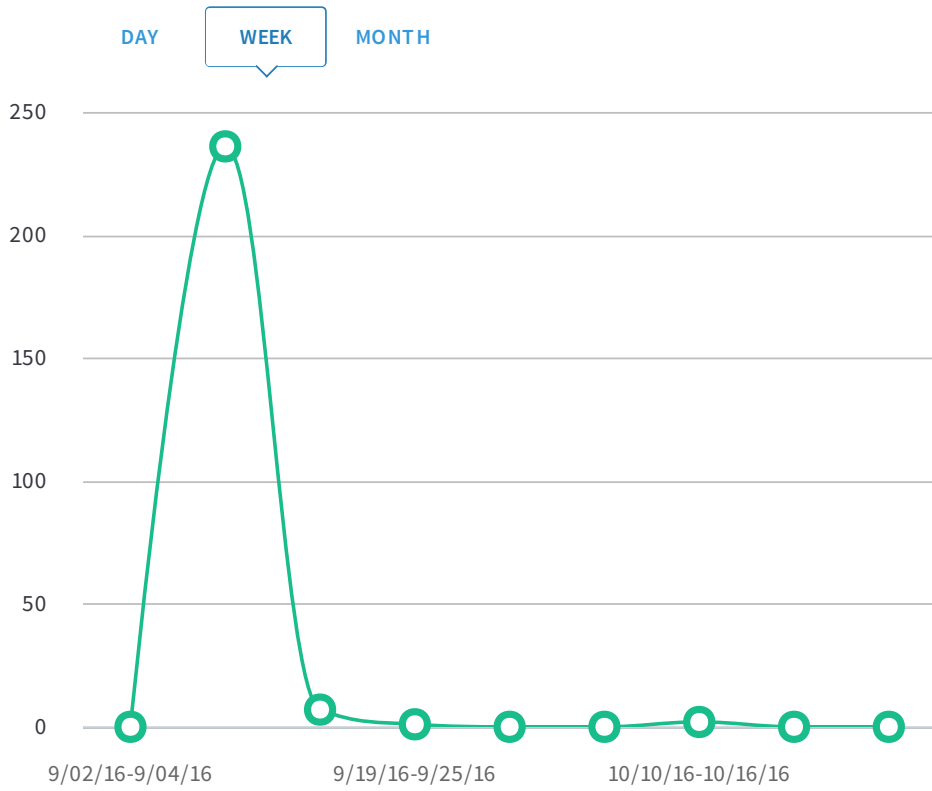
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Exhibit L



BP Solar Settlement Media Monitoring Report

246 BP Solar Settlement Total Mentions

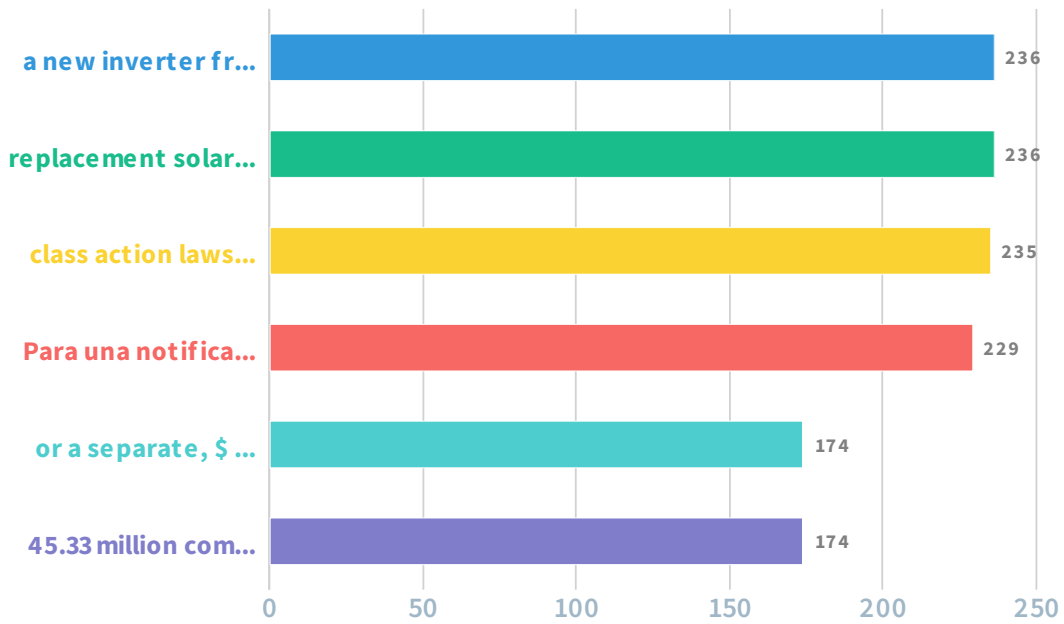


ANALYSIS | BPSS over 9/02/16 - 10/24/16

Large press coverage spikes included these top articles:

9/08/16: You may be entitled to replacement solar panels and/or a new inverter from a BP Solar Settlement

BP Solar Settlement Key Messages



ANALYSIS | BPSS over 9/02/16 - 10/24/16

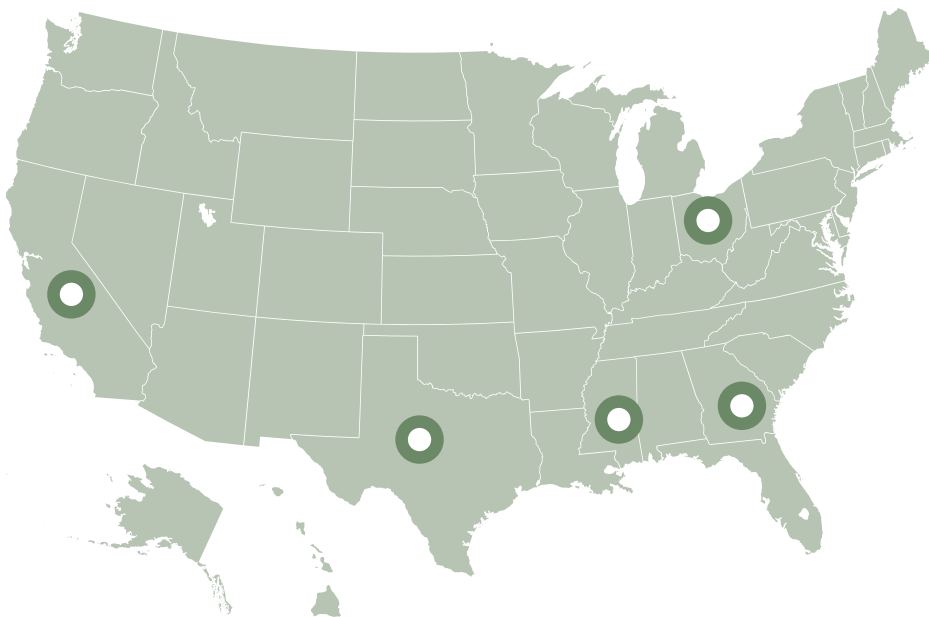
Key message pull through shows how many times a keyword or phrase was mentioned in conjunction with the press release.

Top Publishers by Impact



ANALYSIS | BPSS over 9/02/16 - 10/24/16

Mentions by Location



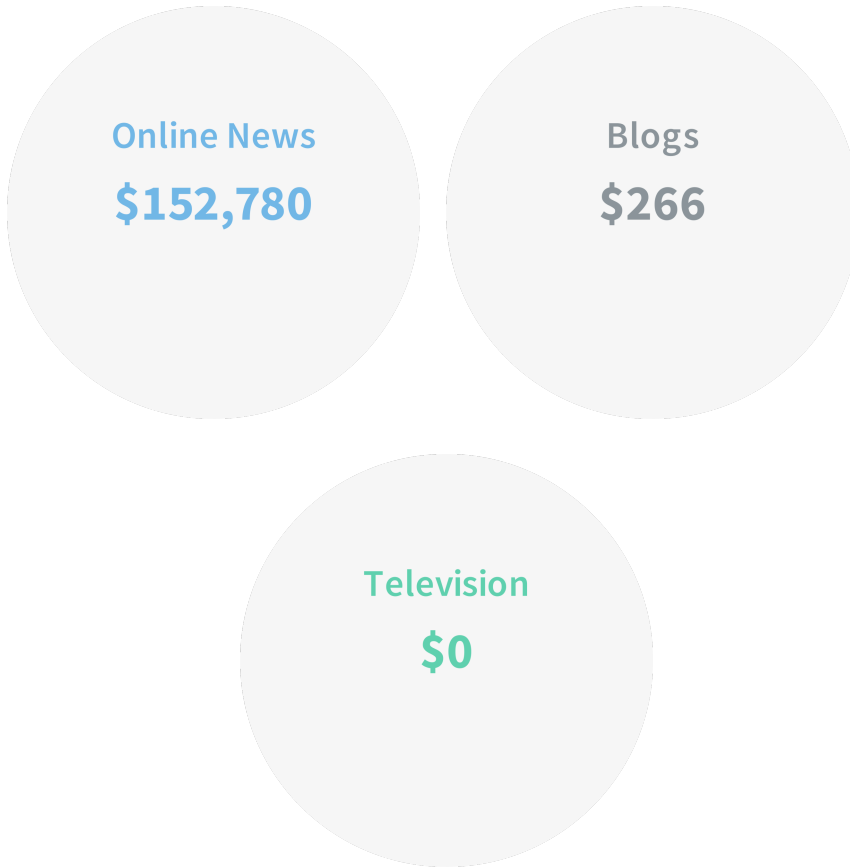
OH: 49 mentions
CA: 38 mentions
TX: 11 mentions
GA: 6 mentions
MS: 5 mentions

ANALYSIS | BPSS over 8/22/16 - 12/31/16

State coverage spike in: Ohio, includes: [You may be entitled to replacement solar panels and/or a new inverter from a BP Solar Settlement](#) in www.cleveland19.com

Ad Equivalency

Total Ad Equivalency: **\$153,046**



ANALYSIS | BPSS over 8/22/16 - 12/31/16

Ad Equivalency shows how much it would potentially cost to buy the total press coverage. It is calculated by multiplying the readership, potential viewership, and average ad cost.

Top Publishers by Impact



ANALYSIS | BPSS over 8/22/16 - 12/31/16

\ BP Solar Settlement Media Monitoring Pick UP

Date	Media Outlet	Link	Readership	State
9/8/16	www.newschannel6now.com	http://www.newschannel6now.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-	6324	Texas
9/8/16	www.msnewsnow.com	http://www.msnewsnow.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-ir	26375	Mississippi
9/8/16	Tristate Update	http://www.tristateupdate.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-	25500	West Virginia
9/8/16	www.ksla.com	http://www.ksla.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter-fr	32100	Louisiana
9/8/16	news9.com	http://www.news9.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverte	79175	Oklahoma
9/8/16	www.ktre.com	http://www.ktre.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter-fr	11850	Texas
9/8/16	www.cleveland19.com	http://www.cleveland19.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-in	48150	Ohio
9/8/16	newson6.com	http://www.newson6.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inve	87150	Oklahoma
9/8/16	www.tucsonnewsnow.com	http://www.tucsonnewsnow.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-ne	54950	Arizona
9/8/16	www.kuam.com	http://www.kuam.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter-	5000	
9/8/16	www.wtvm.com	http://www.wtvm.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter-from-a-bp-solar-sett		Georgia
9/8/16	www.wvalways.com	http://www.wvalways.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inve	17500	West Virginia
9/8/16	www.wdrb.com	http://www.wdrb.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter-	89250	Kentucky
9/8/16	www.newswest9.com	http://www.newswest9.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-in	16000	Texas
9/8/16	www.wistv.com	http://www.wistv.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter-f	70475	Alabama
9/8/16	www.wandtv.com	http://www.wandtv.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverte	13000	Illinois
9/8/16	www.nbcrightnow.com	http://www.nbcrightnow.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-ir	15750	Washington
9/8/16	www.wrcbtv.com	http://www.wrcbtv.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverte	41250	Tennessee
9/8/16	www.wearewvproud.com	http://www.wearewvproud.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new	8000	West Virginia
9/8/16	www.fox19.com	http://www.fox19.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter-	46075	Ohio
9/8/16	www.wflx.com	http://www.wflx.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter-fr	4300	Florida
9/8/16	www.wsfx.com	http://www.wsfx.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter-f	300	North Carolina
9/8/16	www.kait8.com	http://www.kait8.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter-f	24900	Arkansas
9/8/16	www.14news.com	http://www.14news.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-invert	33325	Indiana
9/8/16	www.walb.com	http://www.walb.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter-f	25025	Georgia
9/8/16	www.kplctv.com	http://www.kplctv.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter-from-a-bp-solar-set		Louisiana
9/8/16	www.nbc12.com	http://www.nbc12.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter	73100	Virginia
9/8/16	www.kswo.com	http://www.kswo.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter-	12750	Oklahoma
9/8/16	www.yourohiovalley.com	http://www.yourohiovalley.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new	13750	West Virginia
9/8/16	www.kfvs12.com	http://www.kfvs12.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverte	34275	South Carolina
9/8/16	www.kusi.com	http://www.kusi.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter-fr	17000	California
9/8/16	www.kptv.com	http://www.kptv.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter-from-a-bp-solar-settl		Oregon
9/8/16	www.waff.com	http://www.waff.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter-fi	38150	Alabama
9/8/16	www.wmcactionnews5.com	http://www.wmcactionnews5.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-n	68000	Tennessee
9/8/16	KTEN	http://www.kten.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter-fi	4675	Texas
9/8/16	www.klknv.com	http://www.klknv.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter-	7750	Nebraska
9/8/16	www.kcbd.com	http://www.KCBD.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter	20775	Texas

9/8/16	www.kctv.com	http://www.kctv5.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter-	86500	
9/8/16	www.k5thetehometeam.com	http://www.k5thetehometeam.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-ne	1950	Hawaii
9/8/16	Hawaii News Now	http://www.hawaiinewsnow.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-ne	132925	Hawaii
9/8/16	www.9and10news.com	http://www.9and10news.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-i	29400	Michigan
9/8/16	www.abc40.com	http://www.abc40.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter	1125	Texas
9/8/16	www.kltv.com	http://www.kltv.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter-fr	32025	Texas
9/8/16	www.wave3.com	http://www.wave3.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverte	53600	Kentucky
9/8/16	Live 5 News	http://www.live5news.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inve	48900	South Carolina
9/8/16	www.wfmj.com	http://www.wfmj.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter-f	21500	Ohio
9/8/16	News Channel 25 - KXXV	http://www.kxxv.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter-f	21000	Texas
9/8/16	WSFA	http://www.wsfa.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter-f	45300	Alabama
9/8/16	www.erienewsnow.com	http://www.erienewsnow.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-i	18925	Pennsylvania
9/8/16	The CW Richmond	http://www.cwrichmond.tv/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inve	1250	Virginia
9/8/16	www.wdam.com	http://www.wdam.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter	19500	Mississippi
9/8/16	www.wlox.com	http://www.wlox.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter-f	29325	Mississippi
9/8/16	www.khq.com	http://www.khq.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter-fr	38000	Washington
9/8/16	www.wtoc.com	http://www.wtoc.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter-l	28900	Georgia
9/8/16	www.wltz.com	http://www.wltz.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter-from-a-bp-solar-settle		Georgia
9/8/16	www.abc6.com	http://www.abc6.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter-i	10250	Rhode Island
9/8/16	www.wmbfnews.com	http://www.wmbfnews.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inv	23475	South Carolina
9/8/16	www.wboc.com	http://www.wboc.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter-	31100	Maryland
9/8/16	www.kmov.com	http://www.kmov.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter-	97100	Missouri
9/8/16	www.wtol.com	http://www.wtol.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter-fi	48099	Ohio
9/8/16	KTVN	http://www.ktvn.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter-fi	26974	Nevada
9/8/16	www.wect.com	http://www.wect.com/story/33047988/you-may-be-entitled-to-replacement-solar-panels-andor-a-new-inverter-l	32325	North Carolina
9/8/16	www.tickertech.com	http://www.tickertech.com/cgi/?a=news&ticker=a&w=&story=201609201609080917PR_NEWS_USPR____MM	850	Minnesota
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