

1 Roland Tellis (SBN 186269)
rtellis@baronbudd.com
2 David Fernandes (SBN 280944)
dfernandes@baronbudd.com
3 Adam M. Tamburelli (SBN 309102)
atamburelli@baronbudd.com
4 BARON & BUDD, P.C.
5 15910 Ventura Boulevard, Suite 1600
6 Encino, California 91436
7 Telephone:(818) 839-2333
Facsimile: (214) 520-1181

8 David Stellings
dstellings@lchb.com
9 John T. Nicolaou (pro hac vice)
jnicolaou@lchb.com
10 Katherine McBride
kmcbride@lchb.com
11 LIEFF CABRASER HEIMANN AND
12 BERNSTEIN, LLP
250 Hudson Street, 8th Fl.
13 NY, NY 10012
Telephone: 212-355-9500
14 Facsimile: 212-355-9592

15
16 UNITED STATES DISTRICT COURT
17 CENTRAL DISTRICT OF CALIFORNIA
18

19 *In re ZF-TRW Airbag Control Units*
20 *Products Liability Litigation*

21 ALL ACTIONS AGAINST THE
22 HYUNDAI-KIA DEFENDANTS
23
24

Case No. 2:19-ml-02905-JAK

MDL No. 2905

**MOTION FOR PRELIMINARY
APPROVAL OF CLASS
SETTLEMENT AND DIRECTION
OF NOTICE UNDER FED. R. CIV. P.
23(e)**

TABLE OF CONTENTS

	Page
I. Introduction	1
II. Background and Procedural History of Plaintiffs' Claims	3
A. Factual background: the Hyundai and Kia Plaintiffs allege the Hyundai and Kia Subject Vehicles contain defective and dangerous DS84 ACUs.	3
B. Procedural background: Plaintiffs investigated their claims through comprehensive discovery, as shown by the evidence-based allegations in the 1,300+ page operative pleading.	5
C. The Settlement process: The Parties engaged in a lengthy, evidence-based negotiation.	7
III. The Settlement Terms and Relief Provided to the Class	8
A. The Settlement Class definition	8
B. Settlement benefits to the Hyundai-Kia Settlement Class members	8
C. Notice and claims administration.....	10
D. Attorneys' fees, expenses, and service awards	11
E. Creation of Qualified Settlement Fund	11
IV. Legal Standard for Preliminary Approval and Decision to Give Notice	12
V. Argument.....	12
A. The Settlement is a strong and fair result for the Class and should be approved.	12
1. Rule 23(e)(2)(A): Settlement Class Counsel and the Hyundai and Kia Plaintiffs have and will continue to zealously represent the Class.	13
2. Rule 23(e)(2)(B): The Settlement is the product of good faith, informed, and arm's-length negotiations.	14
a. The Parties' negotiations were appropriately informed and non-collusive.....	15
b. Oversight and guidance from the Special Master further support the adversarial negotiation.	16
c. The significant, non-reversionary results for the Settlement Class support the lack of collusion.	17
3. Rule 23(e)(2)(C): The Settlement provides substantial compensation in exchange for the compromise of strong claims.	17

TABLE OF CONTENTS

(continued)

		Page
	a. The Settlement mitigates the substantial risks, expenses, and delays the Settlement Class would bear with continued litigation through trial and appeal.....	19
	b. Class members will obtain relief through a straightforward claims process.....	21
	c. Counsel will seek reasonable attorneys' fees and expenses.....	22
	d. Settlement Class Counsel will seek reasonable service awards for the proposed Settlement Class Representatives.....	27
	4. Rule 23(e)(2)(D): The Proposed Settlement treats all Settlement Class members equitably relative to one another.	28
	B. The Court should appoint Settlement Class Counsel for Purposes of Effectuating the Settlement and Notice Program.....	30
	C. The Court will be able to certify the proposed Settlement Class for settlement purposes upon final approval.....	31
	1. The Class meets the requirements of Rule 23(a).....	31
	a. Rule 23(a)(1): The Class is sufficiently numerous.	31
	b. Rule 23(a)(2): The Class claims present common questions of law and fact.	32
	c. Rule 23(a)(3): The Settlement Class Representatives' claims are typical of other Class members' claims.....	33
	d. Rule 23(a)(4): The proposed Settlement Class Representatives and Settlement Class Counsel have and will protect the interests of the Class.....	34
	2. The Class meets the requirements of Rule 23(b)(3).....	35
	a. Common issues of law and fact predominate.	35
	b. Class treatment is superior to other available methods for the resolution of this case.....	37
	D. The proposed Class Notice Program provides the best practicable notice and should be approved.	39
VI.	Conclusion.....	41

TABLE OF AUTHORITIES

Page(s)

Cases

<i>Altamirano v. Shaw Indus., Inc.</i> , No. 13-CV-00939-HSG, 2015 WL 4512372 (N.D. Cal. July 24, 2015).....	31
<i>Amchem Prods. Inc. v. Windsor</i> , 521 U.S. 591 (1997)	38
<i>In re Anthem, Inc. Data Breach Litig.</i> , 327 F.R.D. 299 (N.D. Cal. 2018)	15, 16
<i>Banh v. Am. Honda Motor Co.</i> , No. 2:19-CV-05984-RGK-AS, 2021 WL 3468113 (C.D. Cal. June 3, 2021).....	19, 24
<i>Barbosa v. Cargill Meat Sols. Corp.</i> , 297 F.R.D. 431 (E.D. Cal. 2013).....	26
<i>In re Blue Cross Blue Shield Antitrust Litig.</i> MDL 2406, 2023 WL 7012247 (11th Cir. Oct. 25, 2023).....	31
<i>Bolton v. Ford Motor Co.</i> , No. CV 23-00632-GBW, 2024 WL 3328522 (D. Del. July 8, 2024)	22
<i>Boyd v. Bank of Am. Corp.</i> , No. SACV 13-0561-DOC, 2014 WL 6473804 (C.D. Cal. Nov. 18, 2014).....	25
<i>Brightk Consulting Inc. v. BMW of N. Am., LLC</i> , No. SACV 21-02063-CJC, 2023 WL 2347446 (C.D. Cal. Jan. 3, 2023).....	19
<i>Charalambous v. Liberty Mut. Ins. Co.</i> , No. 22-CV-00216-EMC, 2024 WL 1586701 (N.D. Cal. Mar. 15, 2024)	18
<i>In re Chrysler-Dodge-Jeep Ecodiesel Mktg., Sales Pracs., & Prods.</i> <i>Liab. Litig.</i> , No. 17-MD-02777-EMC, 2019 WL 536661 (N.D. Cal. Feb. 11, 2019).....	34
<i>Churchill Vill., L.L.C., v. Gen. Elec.</i> , 361 F.3d 566 (9th Cir. 2004)	41

TABLE OF AUTHORITIES

(continued)

Page(s)

<i>Cisneros v. Airport Terminal Servs.,</i> No. 2:19-CV-02798-VAP-SPx, 2021 WL 3812163 (C.D. Cal. Mar. 26, 2021).....	30
<i>Clemens v. Hair Club for Men, LLC,</i> No. C 15-01431 WHA, 2016 WL 1461944 (N.D. Cal. Apr. 14, 2016).....	32, 36
<i>In re Cooper Cos. Inc. Sec. Litig.,</i> 254 F.R.D. 628, 634 (C.D. Cal. 2009)	33
<i>Dyer v. Wells Fargo Bank, N.A.,</i> 303 F.R.D. 326 (N.D. Cal. 2014)	29
<i>Ellis v. Costco Wholesale Corp.,</i> 657 F.3d 970 (9th Cir. 2011).....	36
<i>Evans v. Zions Bancorp., N.A.,</i> No. 2:17-CV-01123 WBS DB, 2022 WL 3030249 (E.D. Cal. Aug. 1, 2022).....	17
<i>Evon v. Law Offs. of Sidney Mickell,</i> 688 F.3d 1015 (9th Cir. 2012).....	35, 36
<i>Fernandez v. CoreLogic Credco, LLC,</i> No. 3:20-CV-1262-JM-(SBC), 2024 WL 538585 (S.D. Cal. Feb. 9, 2024).....	17
<i>Fernandez v. Victoria Secret Stores, LLC,</i> No. CV 06-04149 MMM, 2008 WL 8150856 (C.D. Cal. July 21, 2008).....	26
<i>In re First Alliance Mortg. Co.,</i> 471 F.3d 977 (9th Cir. 2006)	38
<i>Friedman v. 24 Hour Fitness USA, Inc.,</i> No. CV 06-6282 AHM, 2009 WL 2711956 (C.D. Cal. Aug. 25, 2009).....	38
<i>Gant v. Ford Motor Co.,</i> 517 F. Supp. 3d 707 (E.D. Mich. 2021)	22
<i>Gutierrez v. Amplify Energy Corp.,</i> No. 8:21-CV-01628 DOC JDE(x), 2023 WL 6370233 (C.D. Cal. Sept. 14, 2023).....	26

TABLE OF AUTHORITIES
(continued)

	Page(s)
<i>Hanlon v. Chrysler Corp.</i> , 150 F.3d 1011 (9th Cir. 1998).....	<i>passim</i>
<i>Hernandez v. Arthur J. Gallagher Serv. Co.</i> , No. 22-CV-01910-H-DEB, 2024 WL 1521422 (S.D. Cal. Apr. 8, 2024).....	16
<i>Hernandez v. Dutton Ranch Corp.</i> , No. 19-CV-00817-EMC, 2021 WL 5053476 (N.D. Cal. Sept. 10, 2021).....	25
<i>In re Hyundai & Kia Fuel Econ. Litig.</i> , 926 F.3d 539 (9th Cir. 2019).....	<i>passim</i>
<i>Jimenez v. Allstate Ins. Co.</i> , 765 F.3d 1161 (9th Cir. 2014).....	34
<i>Kabasele v. Ulta Salon, Cosms. & Fragrance, Inc.</i> , No. 2:21-CV-1639 WBS KJN, 2024 WL 477221 (E.D. Cal. Feb. 7, 2024).....	17
<i>Koeppen v. Carvana, LLC</i> , No. 21-CV-01951-TSH, 2024 WL 1974545 (N.D. Cal. May 3, 2024).....	15, 16
<i>Lane v. Facebook, Inc.</i> , 696 F.3d 811 (9th Cir. 2012)).....	13
<i>Looper v. FCA US LLC</i> , No. LACV 14-00700-VAP, 2017 WL 11650429 (C.D. Cal. Mar. 23, 2017).....	35
<i>Markson v. CRST Int’l, Inc.</i> , No. 5:17-CV-01261-SB-SP, 2022 WL 1585745 (C.D. Cal. Apr. 1, 2022).....	13
<i>In re Mego Fin. Corp. Sec. Litig.</i> , 213 F.3d 454 (9th Cir. 2000).....	25
<i>Miller v. Ghirardelli Chocolate Co.</i> , No. 12-CV-04936-LB, 2015 WL 758094 (N.D. Cal. Feb. 20, 2015).....	24
<i>Mullane v. Cent. Hanover Bank & Tr. Co.</i> , 339 U.S. 306 (1950)	41

TABLE OF AUTHORITIES
(continued)

Page(s)

<i>In re NCAA Athletic Grant-in-Aid Cap Antitrust Litig.</i> , No. 4:14-MD-2541-CW, 2017 WL 6040065 (N.D. Cal. Dec. 6, 2017).....	25
<i>Nobles v. MBNA Corp.</i> , No. C 06-3723 CRB, 2009 WL 1854965 (N.D. Cal. June 29, 2009)	21
<i>Pan v. Qualcomm Inc.</i> , No. 16-CV-01885-JLS-DHB, 2017 WL 3252212 (S.D. Cal. July 31, 2017).....	24
<i>Parsons v. Ryan</i> , 754 F.3d 657 (9th Cir. 2014)	35
<i>Rannis v. Recchia</i> , 380 F. App'x 646 (9th Cir. 2010)	33
<i>In re Ring LLC</i> , No. CV 19-10899-MWF, 2023 WL 9687346 (C.D. Cal. Dec. 20, 2023).....	15
<i>Rodriguez v. W. Publ'g Corp.</i> , 563 F.3d 948 (9th Cir. 2009)	20
<i>Roes, 1-2 v. SFBSC Mgmt., LLC</i> , 944 F.3d 1035 (9th Cir. 2019).....	13
<i>Rosales v. El Rancho Farms</i> , No. 1:09-CV-00707-AWI, 2015 WL 4460635 (E.D. Cal. July 21, 2015).....	17
<i>Sali v. Corona Reg'l Med. Ctr.</i> , 909 F.3d 996 (9th Cir. 2018).....	36
<i>Schmitt v. Kaiser Found. Health Plan of Washington</i> , No. 2:17-CV-1611-RSL, 2024 WL 1676754 (W.D. Wash. Apr. 18, 2024).....	17
<i>Smith v. Cardinal Logistics Mgmt. Corp.</i> , No. 07-2104 SC, 2008 WL 4156364 (N.D. Cal. Sept. 5, 2008)	40
<i>Staton v. Boeing Co.</i> , 327 F.3d 938 (9th Cir. 2003).....	13, 24

TABLE OF AUTHORITIES
(continued)

Page(s)

<i>Steinberg v. CoreLogic Credco, LLC,</i> No. 3:22-CV-00498-H-SBC, 2024 WL 1546921 (S.D. Cal. Apr. 9, 2024).....	16
<i>Steiner v. Am. Broad. Co.,</i> 248 F. App'x 780 (9th Cir. 2007).....	24
<i>Stockwell v. City & County of San Francisco,</i> 749 F.3d 1107 (9th Cir. 2014).....	34
<i>Stuart v. Radioshack Corp.,</i> No. C-07-4499 EMC, 2010 WL 3155645 (N.D. Cal. Aug. 9, 2010).....	26
<i>Sullivan v. DB Invs., Inc.,</i> 667 F.3d 273 (3d Cir. 2011).....	31
<i>In re Takata Airbag Prods. Liab. Litig.,</i> No. 14-CV-24009, 2022 WL 1669038 (S.D. Fla. Apr. 4, 2022)	19
<i>In re TFT-LCD (Flat Panel) Antitrust Litig.,</i> No. MDL 3:07-md-1827 SI, 2011 WL 7575003 (N.D. Cal. Dec. 27, 2011).....	25
<i>Torres v. Mercer Canyons Inc.,</i> 835 F.3d 1125 (9th Cir. 2016).....	38
<i>Trosper v. Styker Corp.,</i> No. 13-CV-0607-LHK, 2014 WL 4145448 (N.D. Cal. Aug. 21, 2014).....	37
<i>Tyson Foods, Inc. v. Bouaphakeo,</i> 577 U.S. 442 (2016)	38
<i>Vizcaino v. Microsoft Corp.,</i> 290 F.3d 1043 (9th Cir. 2002).....	26
<i>In re: Volkswagen “Clean Diesel” Mktg., Sales Pracs., & Prods. Liab.</i> <i>Litig.,</i> No. 2672 CRB (JSC), 2016 WL 4010049 (N.D. Cal. July 29, 2016).....	36
<i>In re Volkswagen “Clean Diesel” Mktg., Sales Pracs., & Prods. Liab.</i> <i>Litig.,</i> No. MDL 2672 CRB (JSC), 2017 WL 2212780 (N.D. Cal. May 17, 2017).....	21

TABLE OF AUTHORITIES
(continued)

Page(s)

<i>In re Volkswagen “Clean Diesel” Mktg., Sales Pracs., & Prods. Liab. Litig.,</i>	
No. MDL 2672 CRB (JSC), 2019 WL 2077847 (N.D. Cal. May 10, 2019).....	16
<i>In re Volkswagen “Clean Diesel” Mktg., Sales Practices, & Prods. Liab. Litig.,</i>	
No. 15-MD-02672-CRB, 2022 WL 17730381 (N.D. Cal. Nov. 9, 2022).....	31, 34
<i>Wahl v. Yahoo! Inc.,</i>	
No. 17-cv-02745-BLF, 2018 WL 6002323 (N.D. Cal. Nov. 15, 2018).....	16
<i>Wal-Mart Stores, Inc. v. Dukes,</i>	
564 U.S. 338 (2011)	34
<i>Wolin v. Jaguar Land Rover N.A., LLC,</i>	
617 F.3d 1168 (9th Cir. 2010).....	<i>passim</i>
<i>In re ZF-TRW Airbag Control Units Prods. Liab. Litig.,</i>	
No.19-ML-02905 JAK MRW(x), 2023 WL 6194109 (C.D. Cal. July 31, 2023)	<i>passim</i>
<i>In re ZF-TRW Airbag Control Units Prods. Liab. Litig.,</i>	
No.19-ML-02905 JAK, 2023 WL 9227002 (C.D. Cal. Nov. 28, 2023).....	<i>passim</i>
<i>In re Zoom Video Commc'ns, Inc. Privacy Litig.,</i>	
No. 20-CV-02155-LB, 2022 WL 1593389 (N.D. Cal. Apr. 21, 2022).....	24
Statutes	
28 U.S.C. § 1391(a)	33
Court Rules	
Fed. R. Civ. P. 23(a)(1).....	33
Fed. R. Civ. P. 23(a)(2).....	33
Fed. R. Civ. P. 23(a)(3).....	35
Fed. R. Civ. P. 23(a)(3).....	35
Fed. R. Civ. P. 23(a)(4).....	36

TABLE OF AUTHORITIES
(continued)

	Page(s)
Fed. R. Civ. P. 23(b)(3)	37, 38, 40
Fed. R. Civ. P. 23(c)(2).....	13, 41
Fed. R. Civ. P. 23(e)	3
Fed. R. Civ. P. 23(e)(1).....	12, 13, 41
Fed. R. Civ. P. 23(e)(2).....	<i>passim</i>
Fed. R. Civ. P. 23(e)(3).....	23
Fed. R. Civ. P. 23(g)	32
Fed. R. Civ. P. 23(g)(3)	32
Other Authorities	
Fed. Jud. Ctr., <i>Judges’ Class Action Notice and Claims Process</i> <i>Checklist and Plain Language Guide 1</i> (2010), https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf	42
Fed. Trade Comm'n Staff Report, <i>Consumers and Class Actions: A</i> <i>Retrospective and Analysis of Settlement Campaigns</i> (Sept. 2019).....	11
J.M McLaughlin, <i>McLaughlin on Class Actions</i> § 6:23 (20th ed.).....	31
<i>William B. Rubenstein et al.</i> , 4 Newberg on Class Actions § 13:49 (5th ed. 2012)	15, 16

NOTICE OF MOTION AND MOTION

TO ALL THE PARTIES AND COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on April 7, 2024 at 8:30 a.m. or at such other date and time as the Court may set, in Courtroom 10C of the United States District Court for the Central District of California, Co-Lead Counsel and the Plaintiffs' Steering Committee, on behalf of a proposed Settlement Class of owners and lessees of certain Hyundai and Kia vehicles, will and hereby do move the Court for an order granting preliminary approval of a Class Action Settlement between the Hyundai and Kia Plaintiffs and the Settling Defendants and directing notice to the Class under Fed. R. Civ. P. 23(e)(1); appointing Settlement Class Counsel and Settlement Class Representatives for purposes of the Settlement only; and scheduling a final approval hearing under Fed. R. Civ. P. 23(e)(2) for September 29, 2025.

1 **I. Introduction**

2 The Hyundai-Kia Plaintiffs¹ are pleased to present the Court with a proposed
3 Settlement of their claims against the Hyundai and Kia Defendants² and Mobis
4 Defendants³ (together, the “Settling Defendants”).⁴ The resolution offers certain
5 and substantial relief for a proposed Settlement Class of purchasers and lessees of
6 approximately 3.7 million Hyundai and Kia Subject Vehicles. Reflecting the factual
7 similarities—including an ongoing Recall for certain Subject Vehicles and a
8 Settlement Class with millions of Subject Vehicles—the proposed Settlement
9 provides benefits in line with those that this Court found to be “favorable” and
10 “substantial” in a settlement with Toyota for the same ACU Defect. *In re ZF-TRW*
11 *Airbag Control Units Prods. Liab. Litig.*, No.19-ML-02905 JAK, 2023 WL
12 9227002, at *15 (C.D. Cal. Nov. 28, 2023) (*In re ZF-TRW ACUs Toyota Final*
13 *App.*) (granting final settlement approval). The Court should reach the same
14 conclusion as to the excellent result for the Hyundai-Kia Settlement Class here.

15 The proposed Settlement secures a non-reversionary fund of \$62.1 million in
16 cash and commitments plus valuable non-monetary benefits. The \$62.1 million
17 Settlement amount is principally dedicated to provide Class members with
18 payments tailored to whether their Subject Vehicle is recalled. Individual payments
19 include (1) reimbursement for out-of-pocket expenses incurred to obtain a Recall
20 repair, and (2) residual payments of up to \$350 and \$150 for Recalled and
21

22 ¹ The “Hyundai and Kia Plaintiffs” are Larae Angel, Bobbi Jo Birk-LaBarge, John
23 Colbert, Brian Collins, Gerson Damens, Bonnie Dellatorre, Dylan DeMoranville,
24 Joseph Fuller, Tina Fuller, Lawrence Graziano, Michael Hernandez, Kinyata Jones,
Diana King, Richard Kintzel, Carl Paul Maurilus, Kenneth Ogorek, Burton
Reckles, Dan Sutterfield, Amanda Swanson, and Lore Van Houten.

25 ² The “Hyundai and Kia Defendants” are Defendants Hyundai Motor Company,
Hyundai Motor America, Kia Corporation, and Kia America, Inc.

26 ³ “Mobis Defendants” means Hyundai Mobis Co., Ltd. and Mobis Parts America,
LLC.

27 ⁴ Capitalized terms not defined herein shall have the same definitions and meanings
28 used in the Settlement. The Settlement Agreement is attached to the Declaration of
Co-Lead Counsel (“Co-Lead Decl.”) as Attachment 1.

1 Unrecalled vehicles, respectively. Importantly, the Settlement fund is non-
2 reversionary, with any unclaimed balance set for redistribution to Class members at
3 the close of the 18-month claims program.

4 The benefits do not end there. The Settling Defendants must also conduct an
5 Outreach Program to accelerate the repair of defective DS84 ACUs in Recalled
6 Vehicles, and will undertake to minimize the time and inconvenience for Class
7 members to obtain a Recall repair by providing loaner vehicles and rental car
8 reimbursements. In the event that additional recalls occur at any point in the year-
9 and-a-half long claims period, these efforts will extend to include those newly
10 recalled vehicles.

11 On top of that, Class members who obtain a Recall repair will receive
12 additional valuable coverage from a New Parts Warranty, with *ten years* of
13 warranty coverage for Recalled Vehicles that receive a Recall repair. Finally, all
14 Class members stand to benefit from a new Settlement Inspection Program, which
15 requires the Hyundai and Kia Defendants to provide active monitoring,
16 investigation, and documentation for any future incidents that are consistent with
17 the relevant ACU Defect for the next decade. In sum, and as will be further
18 substantiated in Plaintiffs' forthcoming Motion for Final Approval and Attorneys'
19 Fees, the calculable value of the settlement benefit package to the Settlement Class
20 substantially exceeds \$62.1 million.

21 This relief was not won easily. Indeed, Settlement negotiations with the
22 Settling Defendants began more than two and a half years ago, and proceeded under
23 the guidance of the late Settlement Special Master Juneau through an agreement in
24 principle in the fall of 2024. The Hyundai and Kia Plaintiffs are proud to have
25 persisted through more than six years of adversarial litigation to reach this proposed
26 Settlement. They respectfully request the Court's approval to give notice to the
27 Class about this positive outcome and their related rights, and ask that the Court set
28 the matter for final approval on September 29, 2025. *See* Fed. R. Civ. P. 23(e).

1 **II. Background and Procedural History of Plaintiffs' Claims**

2 **A. Factual background: the Hyundai and Kia Plaintiffs allege the**
3 **Hyundai and Kia Subject Vehicles contain defective and**
4 **dangerous DS84 ACUs.**

5 The Hyundai and Kia Plaintiffs allege in the operative Consolidated
6 Amended Class Action Complaint (ECF 573, the "ACAC" or "Complaint") that the
7 Hyundai and Kia Defendants, along with the Mobis Defendants, designed,
8 manufactured, and sold over three million Hyundai and Kia Subject Vehicles with a
9 serious safety defect in their ZF-TRW Airbag Control Unit ("ACU"). Specifically,
10 these ACUs ("DS84 ACUs") all contain a specific defective component (the
11 STMicro DS84 ASIC) and are uniquely vulnerable to failure from electrical
12 overstress ("EOS"). *Id.* ¶ 10, 472-85. EOS failures can prevent airbag deployment
13 and impede the functionality of other important passenger safety features in the
14 Subject Vehicles. *Id.* ¶¶ 6, 488-89.

15 The National Highway Traffic Safety Administration ("NHTSA") began to
16 investigate the DS84 ACUs in the summer of 2015. *Id.* ¶ 1259. A few years into
17 that investigation, on February 27, 2018, Hyundai announced a recall for model
18 year 2011 Hyundai Sonatas. This followed after "three airbag non-deployment
19 allegations" in Hyundai vehicles "where Electrical Overstress ('EOS') was
20 observed inside the vehicle's airbag control unit." *Id.* ¶¶ 1383, 1386. Also in 2018,
21 Kia reported to NHTSA several crashes with signs of ASIC EOS where death and
22 serious injuries occurred for vehicle occupants. *Id.* ¶ 1412.

23 In March 2018, NHTSA opened a formal investigation (Preliminary
24 Evaluation PE18-003) into the DS84 ACU Defect to "evaluate the scope of
25 Hyundai's recall, confirm Kia's use of the same or similar ZF TRW ACU, review
26 the root cause analysis of all involved parties, and review and evaluate pertinent
27 vehicle and/or ACU factors that may be contributing to, or causing EOS failures."
28 *Id.* ¶ 1427. Following crash tests and additional inspections (*id.* ¶¶ 785, 792, 1429-

1 30, 1433), Hyundai and Kia expanded the scope of the initial recall to include other
2 Hyundai and Kia vehicles in April and May 2018, respectively. *Id.* ¶¶ 1432, 1435.

3 On April 19, 2019, NHTSA upgraded its Preliminary Evaluation to an
4 Engineering Analysis (EA 19-001), which added to the open investigation all
5 vehicle makes with DS84 ACUs in the United States. *See id.* ¶ 1125. In connection
6 with that expansion, NHTSA stated that (prior to repair), the recalled Hyundai and
7 Kia Subject Vehicles included “the lowest levels of ASIC protection” of the DS84
8 ACUs in the U.S. market. *Id.* ¶ 1126. NHTSA closed the investigation on
9 September 19, 2024.

10 Hyundai and Kia ultimately recalled approximately 1,088,625 Subject
11 Vehicles within the scope of NHTSA’s investigation, explaining: “Hyundai
12 believes that the ASIC used in the subject ACUs could be susceptible to EOS
13 because it lacks adequate circuit protection” (*id.* ¶ 518), and “[t]he [Kia] recalled
14 vehicles are equipped with an ACU which contain a certain application specific
15 integrated circuit (“ASIC”) that may be susceptible to electrical overstress (“EOS”)
16 during certain frontal crash events.” *Id.* ¶ 521.⁵ Hyundai and Kia’s recalls offered a
17 repair, but did not compensate consumers. *Id.* ¶ 522. To date, many Subject
18 Vehicles have still not received the recall repair, and additional progress has
19 stagnated in the seven years since the recalls were announced. *Id.* ¶ 525. Hyundai
20 and Kia have not recalled more than two million other Subject Vehicles.⁶

21 In this litigation, the Hyundai and Kia Plaintiffs allege the Settling
22 Defendants knew about and concealed the DS84 ACU Defect in the Subject
23

24 ⁵ The recalled Subject Vehicles include the following models: certain 2011-2013
25 Hyundai Sonata; certain 2011-2012 Hyundai Sonata Hybrid; 2010-2012 and certain
26 2013 Kia Forte; 2010-2012 and certain 2013 Kia Forte Koup; 2011-2012 and
certain 2013 Kia Optima; 2011-2012 Kia Optima Hybrid; and 2011-2012 Kia
Sedona. *Id.* ¶¶ 516, 519.

27 ⁶ Hyundai and Kia have not recalled these vehicles based on their conclusions that
28 the ACUs used therein “have adequate circuit protection” *See* Part 573 Safety
Recall Report, Recall 18V-363, August 30, 2018; *see also* Part 573 Safety Recall
Report, Recall 18V-137, April 18, 2018 (Hyundai).

1 Vehicles for years, while they continued to mislead the Hyundai-Kia Plaintiffs and
2 Class members about the safety of the Subject Vehicles. *Id.* § IV.D.3. This included
3 “Monroney” labels for every Subject Vehicle, vehicle certification labels,
4 brochures, and other marketing materials. *Id.* § IV.E. The Hyundai and Kia
5 Plaintiffs contend that the Settling Defendants’ conduct deceived them, proposed
6 Class members, and regulators alike about the Hyundai and Kia Subject Vehicles’
7 safety and reliability. Because of the ACU Defect, the Subject Vehicles are “less
8 desirable and less valuable than vehicles with properly functioning [ACUs].” *Id.*
9 ¶ 1479. This price difference caused the Hyundai and Kia Plaintiffs to overpay for
10 their Subject Vehicles and suffer economic harm. *Id.* § IV.G.

11 **B. Procedural background: Plaintiffs investigated their claims**
12 **through comprehensive discovery, as shown by the evidence-based**
13 **allegations in the 1,300+ page operative pleading.**

14 As the Court is familiar with the procedural background of this multi-district
15 litigation, this section highlights key developments directly related to the Settling
16 Defendants.

17 On July 27, 2020, the Hyundai and Kia Defendants filed a motion to dismiss
18 Plaintiffs’ earlier Consolidated Class Action Complaint under Rule 12(b)(2) and
19 12(b)(6). ECF 219. The Mobis Defendants filed a separate motion to dismiss. ECF
20 220. The Settling Defendants also joined the 50-page Joint Motion to Dismiss filed
21 on behalf of all Defendants. ECF 208. In response, Plaintiffs filed approximately
22 115 pages of consolidated opposition briefs. ECF Nos. 281, 282, 285, 286. The
23 Settling Defendants filed replies on November 9, 2020 (ECF Nos. 298, 300, 303),
24 and the Court held a hearing on January 25, 2021. ECF 323. On February 9, 2022,
25 the Court granted in part and denied in part the Hyundai and Kia Defendants’
26 Motion and all Defendants’ Joint Motion, granted the Mobis Defendants’ motion,
27 and ordered Plaintiffs to file the ACAC. ECF 396.⁷

28 ⁷ In light of the Court’s ruling on the Mobis Defendants’ motion to dismiss (ECF 396), including the dismissal of all claims against Mobis Parts America, LLC, the ACAC does not assert claims against Mobis Parts America, LLC, but does assert

1 On May 26, 2022, Plaintiffs filed the ACAC, a three-volume, 1335-page
2 complaint that reflected their in-depth investigation into the technology, design,
3 mechanics, and other issues regarding the ACU Defect, as well as Defendants'
4 knowledge of the same. *See* ECF 477, ECF 573.

5 The detailed allegations in both the operative ACAC and the earlier pleading
6 demonstrate the extensive analysis conducted by proposed Settlement Class
7 Counsel and their experts to analyze the complex technologies at issue in this case,
8 and to research, develop, and assert the various claims and remedies available to
9 those harmed by the Defendants' conduct.

10 Hyundai Mobis moved to dismiss the ACAC under Rule 12(b)(2) on August
11 2, 2022 (ECF 529), which Plaintiffs opposed (ECF 585), and Hyundai Mobis
12 replied (ECF 610). The Court heard arguments on January 23, 2023, and took the
13 motion under submission. ECF 655. The Hyundai and Kia Defendants also moved
14 to dismiss the ACAC under Rule 12(b)(2) and 12(b)(6) (ECF 682), Plaintiffs
15 opposed (ECF 718), and the Hyundai and Kia Defendants replied (ECF 755).⁸

16 In parallel with this extensive briefing, the Parties engaged in significant
17 discovery, including Plaintiffs' requests for production, interrogatories, and
18 requests for admission propounded on Defendants. Co-Lead Decl. ¶ 4. Plaintiffs
19 also served Hyundai Korea and Kia Korea and Hyundai Mobis with jurisdictional
20 discovery requests and served non-jurisdictional discovery on Hyundai Korea. *Id.*

21 The Parties met and conferred extensively about this discovery and a variety
22 of other topics, including the Hyundai and Kia Defendants' ESI preservation and
23 collection. *Id.* Some of these discovery disputes culminated in motion practice—
24 Plaintiffs and Hyundai Motor Co., Ltd. briefed for the Court Plaintiffs' request for a
25

26 claims against its affiliate Hyundai Mobis Co., Ltd.

27 ⁸ The Parties agreed to submit on the briefs regarding the Hyundai Kia Defendants'
28 motion considering the robust briefing before the Court and the oral argument held
on January 23, 2023, which addressed several similar issues raised by other Vehicle
Manufacturers. *See* ECF Nos. 802, 806.

1 case management order setting discovery deadlines, which the Court granted in part
2 and denied in part. ECF Nos. 932, 940, 942, 957, 958. As a result of Plaintiffs’
3 discovery efforts, the Hyundai and Kia Defendants produced, and Plaintiffs
4 reviewed, approximately 246,389 pages of relevant documents. Co-Lead Decl. ¶ 4.

5 Plaintiffs have also engaged in extensive discovery with the ZF-TRW
6 Defendants and the ST Defendants to develop their understanding of the ACU
7 Defect in Hyundai and Kia Subject Vehicles and relatedly, their case against the
8 Settling Defendants. To date, the ZF-TRW Defendants have produced more than
9 three million pages of documents, and the ST Defendants have produced over
10 10,000 additional pages, which provide important insights and technical details on
11 the DS84 ACUs, the DS84 ASICS, the alleged defect therein, and all Defendants’
12 knowledge of the same. *Id.* ¶ 5.

13 **C. The Settlement process: The Parties engaged in a lengthy,**
14 **evidence-based negotiation.**

15 Following the Court’s Order on the first motions to dismiss, and after
16 Plaintiffs filed the ACAC in May 2022, the Court appointed Patrick A. Juneau as
17 Settlement Special Master under Federal Rule 53. ECF 493. Soon after, the
18 Hyundai and Kia Plaintiffs and the Settling Defendants commenced settlement
19 discussions in the summer of 2022. Extensive negotiations continued over the next
20 two and a half plus years, with a pause while the Parties resumed litigation after a
21 breakdown in the negotiations. *Id.* ¶ 7. The Parties attended numerous in-person
22 meetings, settlement sessions, and dozens of telephonic and video discussions in
23 this process. *Id.*

24 The Parties reached agreement in principle on material terms for a settlement
25 in September 2024. *Id.* They spent the next several months drafting and finalizing
26 the Settlement Agreement (“SA”) and related exhibits now before the Court,
27 including the comprehensive class notice program detailed below. *Id.* ¶ 8.
28

1 **III. The Settlement Terms and Relief Provided to the Class**

2 The Settlement provides substantial cash compensation to the Class through a
3 streamlined, state-of-the-art claims process, among other important and valuable
4 benefits explained further below.

5 **A. The Settlement Class definition**

6 The Settlement Class is defined as follows: “all persons or entities who or
7 which, on the date of the Preliminary Approval Order, own or lease, or previously
8 owned or leased, Subject Vehicles distributed for sale or lease in the United States
9 or any of its territories or possessions.” *See* SA § II.A(7).⁹ The Subject Vehicles
10 include approximately 3.7 million Hyundai and Kia vehicles that contain DS84
11 ACUs. *Id.* § II.A(50) and Exhibit 2.

12 **B. Settlement benefits to the Hyundai-Kia Settlement Class members**

13 The Settlement provides a comprehensive package of benefits for the Class,
14 with individual benefits tailored to whether the Class members’ Subject Vehicle has
15 been (or is in the future) recalled due to the ACU Defect.

16 All Class members may submit claims for cash compensation, including:
17 (a) reimbursement for reasonable out-of-pocket expenses incurred to obtain a
18 Recall repair for a Recalled Vehicle, and (b) residual payments of up to \$350 for a
19 Recalled Vehicle and \$150 for an Unrecalled Vehicle. SA §§ III.B-C. The
20 Settlement is non-reversionary—if there are any funds remaining after all valid,
21 complete, and timely Claims for out-of-pocket and residual payments and Court-

22 _____
23 ⁹ Excluded from the Class are: (a) Hyundai and Kia, their officers, directors,
24 employees, and outside counsel; their affiliates and affiliates’ officers, directors,
25 and employees; their distributors and distributors’ officers and directors; and
26 Hyundai’s and Kia’s Dealers and their officers and directors; (b) the Mobis
27 Defendants, their officers, directors employees, and outside counsel, and their
28 affiliates and affiliates’ officers, directors, and employees; (c) Settlement Class
Counsel, Plaintiffs’ counsel, and their employees; (d) judicial officers and their
immediate family members and associated court staff assigned to this case; (e) all
persons or entities who previously released their claims with respect to the issues
raised in the Action in an individual settlement with Hyundai and Kia, with the
Mobis Defendants, or with any of them; and (f) persons or entities who or which
timely and properly exclude themselves from the Class. SA § II.A(7).

1 awarded fees and expenses are paid, the Parties anticipate a redistribution of the
2 remaining funds to Class members unless and until it is economically infeasible to
3 do so. *Id.* § III.C(2). Any minimal final balance will then be directed *cy pres* subject
4 to Court approval. *Id.* This ensures that *all* the money secured by the Settlement
5 will inure to the benefit of the Class and the interests advanced in this litigation, and
6 that none of the funds will revert to the Settling Defendants.

7 In addition to this cash compensation, an extensive recall outreach campaign
8 will encourage Class members to participate in Hyundai's and Kia's open Recalls
9 for the DS84 ACU Defect. This is critically important given that Recalled Hyundai
10 and Kia vehicles are still on the road, unrepaired, nearly *seven years* into the Recall
11 campaigns. This hard-to-reach population requires targeted and adaptive outreach
12 to ensure that no Hyundai or Kia Subject Vehicle remains without the Recall repair.
13 The Settlement allocates up to \$3.5 million in expenditures to this Outreach
14 Program, with any unspent balance to be deposited in the Settlement fund for
15 distribution to Class members. SA § III.G.

16 As still further incentive, and to minimize the time and effort needed for
17 Class members to obtain a Recall repair, Hyundai and Kia will also provide Class
18 members with a loaner vehicle (or alternatively will reimburse rental costs incurred
19 for another vehicle) while their Subject Vehicle receives the repair, and will
20 conduct a further outreach campaign for vehicles recalled in the future. SA § III.G.
21 The Settling Defendants' commitment to provide these resources to Class members
22 accounts for \$10 million of the \$62.1 million Settlement Amount. *Id.*

23 After a Recall repair is performed, Hyundai or Kia (as appropriate) will also
24 provide Class members with a New Parts Warranty for 10 years, which includes
25 substantial additional (and valuable) warranty coverage for Class members. SA
26 § III.F. Importantly, if Hyundai or Kia issues a recall for the currently Unrecalled
27 Subject Vehicles during the Claims period, Class members with those Subject
28 Vehicles will also be entitled to all Recall-related benefits described above. *Id.*

1 § III.F(5). With their motion for final approval, Plaintiffs will provide the Court
2 with evidence of the market value of the New Parts Warranty, similar to the
3 previous submission in the Toyota settlement. *See* ECF 815-3 (Declaration of Kirk
4 Kleckner regarding warranty value in Toyota settlement).

5 Finally, to protect all Class members' interests in the safety of the Subject
6 Vehicles they drive every day, the parties negotiated and agreed on an innovative
7 Settlement Inspection Program to provide technical investigation and follow up for
8 Subject Vehicles that experience potentially relevant malfunctions in the field for
9 the next ten years. SA § III.E. and Exhibit 3.

10 **C. Notice and claims administration**

11 The Parties selected JND Settlement Administration as the Settlement Notice
12 Administrator based on JND's extensive experience in administering large-scale
13 notice programs in complex class and automotive cases.¹⁰ The Parties are confident
14 that the robust, multi-faceted Class Notice Program developed here will effectively
15 reach Class members. The fees and costs for the Settlement Notice Administrator to
16 develop and implement the Class Notice Program and Claims process will be paid
17 from the Settlement Fund. SA § III.A(3).

18 Although the total cost of the notice and claims administration will ultimately
19 depend on the final tally of notices sent and claims rate, JND projects costs to range
20 from approximately \$2,829,000 to \$4,087,000 for a settlement participation rate of
21 5-10%.¹¹ Given the size of the Class—some 3.7 million Hyundai and Kia Subject
22 Vehicles—the Hyundai and Kia Plaintiffs believe this range is reasonable and
23 necessary to ensure adequate notice and claims administration.

24
25 ¹⁰ *See* Declaration of Jennifer Keough ("Keough Decl.") at ¶¶ 1, 4-11.

26 ¹¹ *Cf.* Fed. Trade Comm'n Staff Report, *Consumers and Class Actions: A*
27 *Retrospective and Analysis of Settlement Campaigns* (Sept. 2019), available at
28 (https://www.ftc.gov/system/files/documents/reports/consumers-class-actions-retrospective-analysis-settlement-campaigns/class_action_fairness_report_0.pdf).
(FTC's comprehensive study of class actions, identifying the mean and median claims rates of 5% and 10%, respectively).

1 This robust notice program will drive participation in the claims process. The
2 Settlement Special Administrator will administer the out-of-pocket claims program.
3 The Parties agree and mutually propose Patrick Hron to serve in this role (SA
4 § II.A(47)) in light to his experience in successfully administering similar
5 automotive settlements of this scale. Hron Decl. ¶¶ 3-7. Indeed, Mr. Hron worked
6 closely with our late Settlement Special Master Juneau in mediations in this case
7 and in the similar Toyota settlement claims process in this litigation. The
8 reasonable fees and costs for the Settlement Special Administrator, estimated to be
9 \$200,000-\$400,000 (Hron Decl. ¶ 10) will be paid from the Settlement Fund.

10 **D. Attorneys' fees, expenses, and service awards**

11 Settlement Class Counsel will apply to the Court for reasonable attorneys'
12 fees and expenses not to exceed 33% of the Settlement Amount (*i.e.*, the cash value
13 of the fund, excluding the non-monetary relief). Settlement Class Counsel will also
14 apply for service awards of up to \$2,500 for each of the Hyundai and Kia Plaintiffs
15 to compensate them for their efforts and commitment to prosecute this case on
16 behalf of the Class. Any attorneys' fees, expenses, and service awards granted by
17 the Court will be paid from the Settlement Fund. SA § VIII.

18 **E. Creation of Qualified Settlement Fund**

19 The Parties will establish and create a Qualified Settlement Fund ("QSF"),
20 pursuant to Internal Revenue Code § 468B and the Regulations issued thereto, with
21 the QSF to be held by the Escrow Agent. The Settling Defendants will deposit the
22 appropriate funds into the QSF, which will be a non-reversionary Settlement Fund.
23 The Fund will be used to pay for: (a) valid and approved claims submitted by
24 eligible Class members to the Out-of-Pocket Claims Process; (b) notice and related
25 costs; (c) administration, including expenses associated with the Settlement Special
26 Administrator; (d) residual cash payments to Class members; (e) Settlement Class
27 Counsel's fees and expenses as the Court awards; (f) service award payments to
28 individual Plaintiffs; and (g) Taxes. *See id.* § III.A.

1 **IV. Legal Standard for Preliminary Approval and Decision to Give Notice**

2 Federal Rule of Civil Procedure 23(e) governs a district court’s analysis of a
3 proposed class action settlement. *See In re ZF-TRW Airbag Control Units Prods.*
4 *Liab. Litig.*, No.19-ML-02905 JAK, 2023 WL 6194109, at *13 (C.D. Cal. July 31,
5 2023) (*In re ZF-TRW ACUs Toyota Prelim. App.*)

6 *First*, a court must determine that it is “likely” to (i) approve the proposed
7 settlement as fair, reasonable, and adequate, after considering the factors outlined in
8 Rule 23(e)(2), and (ii) certify the settlement class after the final approval hearing.
9 *See* Fed. R. Civ. P. 23(e)(1)(B); *see also* 2018 Advisory Committee Notes to Rule
10 23. If so, the Court must then direct notice to the proposed class. *See* Fed. R. Civ. P.
11 23(c)(2)(B); Fed. R. Civ. P. 23(e)(1), (5). *Second*, after a hearing, the court may
12 grant final approval on a finding that the settlement is fair, reasonable, and
13 adequate, and certify the settlement class. Fed. R. Civ. P. 23(e)(2).

14 A judicial policy in favor of settlement guides this process, “particularly in
15 the context of complex class action litigation.” *In re ZF-TRW ACUs Toyota Prelim.*
16 *App.*, 2023 WL 6194109, at *13 (citing *Officers for Justice v. Civil Serv. Comm’n*,
17 688 F.2d 615, 625 (9th Cir. 1982)); *see also In re Hyundai & Kia Fuel Econ.*
18 *Litig.*, 926 F.3d 539, 556 (9th Cir. 2019) (similar). Where, as here, settlement is
19 reached “before the class has been certified, settlement approval requires a higher
20 standard of fairness and a more probing inquiry than may be normally required
21 under Rule 23(e).” *Roes, 1-2 v. SFBSC Mgmt., LLC*, 944 F.3d 1035, 1048 (9th Cir.
22 2019); *see also In re ZF-TRW ACUs Toyota Prelim. App.*, 2023 WL 6194109, at *9
23 (quoting *Staton v. Boeing Co.*, 327 F.3d 938, 952- 53 (9th Cir. 2003)).

24 **V. Argument**

25 **A. The Settlement is a strong and fair result for the Class and should**
26 **be approved.**

27 Under Rule 23(e), the Court must determine “whether a proposed settlement
28 is fundamentally fair, adequate, and reasonable.” *Hanlon v. Chrysler Corp.*, 150

1 F.3d 1011, 1026 (9th Cir. 1998). This assessment looks to “the fairness of a
2 settlement as a whole, rather than . . . its individual components.” *In re ZF-TRW*
3 *ACUs Toyota Prelim. App.*, 2023 WL 6194109, at *14 (quoting *Lane v. Facebook,*
4 *Inc.*, 696 F.3d 811, 818-19 (9th Cir. 2012)). At the preliminary approval stage, the
5 Court should assess whether “the proposed settlement appears to be the product of
6 serious, informed, non-collusive negotiations, has no obvious deficiencies, does not
7 improperly grant preferential treatment to class representatives or segments of the
8 class, and falls within the range of possible approval.” *Markson v. CRST Int’l, Inc.*,
9 No. 5:17-CV-01261-SB-SP, 2022 WL 1585745, at *2 (C.D. Cal. Apr. 1, 2022).

10 Rule 23(e)(2) identifies these and several other criteria for the Court to use to
11 decide whether to grant preliminary approval of the Settlement and direct notice to
12 the proposed Class. All applicable factors support the proposed resolution here.

13 **1. Rule 23(e)(2)(A): Settlement Class Counsel and the Hyundai**
14 **and Kia Plaintiffs have and will continue to zealously**
represent the Class.

15 This consolidated litigation began in the summer of 2019. In the almost six
16 years since, Settlement Class Counsel and the Hyundai and Kia Plaintiffs have
17 worked hard to advance and protect the interests of the Class. *See* Fed. R. Civ. P.
18 23(e)(2)(A). Their effective advocacy and unwavering commitment find no better
19 evidence than in the substantial compensation the Settlement secures for Settlement
20 Class members.

21 As detailed above, Settlement Class Counsel undertook significant efforts to
22 uncover the facts about the ACU Defect in the Hyundai and Kia Subject Vehicles.
23 This included the retention of technical experts to pursue and assess discovery, and
24 the continued investigation and refinement of the Settlement Class’s claims and
25 liability theories, the fruits of which are detailed in two lengthy consolidated
26 Complaints including the 1,300-page operative pleading. *See* § II.B, *supra*.
27 Moreover, Settlement Class Counsel stayed focused and committed to obtaining a
28 favorable result for the Class, including a vigorous defense through two rounds of

1 pleading challenges, and dedicating substantial time and resources to Settlement
2 negotiation processes that spanned across two and half years plus.

3 The Hyundai and Kia Plaintiffs have likewise been actively engaged
4 throughout the litigation. They preserved documents and information related to
5 their claims, collected and provided responsive information and materials to
6 counsel for production to Defendants, and worked with counsel to prepare
7 responses to multiple sets of detailed interrogatories (and even more detailed
8 amendments to those responses).

9 Additionally, they have closely monitored the progress of this years-long
10 litigation, worked with counsel to review and evaluate the proposed Settlement
11 terms, and have fully endorsed the Settlement. Each has expressed a continued
12 commitment to protecting the Class until the Settlement is approved and its
13 administration is complete. *See* Co-Lead Decl. ¶¶ 31-33.

14 **2. Rule 23(e)(2)(B): The Settlement is the product of good faith,**
15 **informed, and arm’s-length negotiations.**

16 “[A] class settlement reached in arm’s-length negotiations between
17 experienced capable counsel after meaningful discovery” weighs in favor of
18 approval. *In re Ring LLC*, No. CV 19-10899-MWF (RAOx), 2023 WL 9687346, at
19 *4 (C.D. Cal. Dec. 20, 2023); *Koeppen v. Carvana, LLC*, No. 21-CV-01951-TSH,
20 2024 WL 1974545, at *5 (N.D. Cal. May 3, 2024) (“An initial presumption of
21 fairness is usually involved if the settlement is recommended by class counsel after
22 arm’s-length bargaining.”).

23 The Parties undertook serious, informed, and arm’s-length negotiations over
24 some 2.5 years, which included multiple in-person negotiation sessions and still
25 further remote sessions via videoconference and telephone. *See* § II.C; *see also* Co-
26 Lead Decl. ¶ 7. These detailed, technical, and evidence-based discussions, under the
27 guidance of the Court-appointed Settlement Master, culminated in the proposed
28 Settlement now before the Court. *See* Fed. R. Civ. P. 23(e)(2)(B).

a. The Parties’ negotiations were appropriately informed and non-collusive.

An extensive exchange of information supports “that the parties have a good understanding of the strengths and weaknesses of their respective cases and hence that the settlement’s value is based upon such adequate information.” *William B. Rubenstein et al.*, 4 Newberg on Class Actions § 13:49 (5th ed. 2012) (“Newberg”); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 320 (N.D. Cal. 2018) (concluding that the “extent of discovery” and factual investigation gave the parties “a good sense of the strength and weaknesses of their respective cases in order to ‘make an informed decision about settlement’” (quoting *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000); *Steinberg v. CoreLogic Credco, LLC*, No. 3:22-CV-00498-H-SBC, 2024 WL 1546921, at *8 (S.D. Cal. Apr. 9, 2024) (“A settlement following sufficient discovery and genuine arms-length negotiation is presumed fair.”); *Wahl v. Yahoo! Inc.*, No. 17-cv-02745-BLF, 2018 WL 6002323, at *4 (N.D. Cal. Nov. 15, 2018) (relevant inquiry is whether parties had “sufficient information to evaluate the case’s strengths and weaknesses”).

Similarly, a meaningful exchange of information demonstrates that the litigation was adversarial, further serving as “an indirect indicator that a settlement is not collusive but arms-length.” *Newberg* § 13:49; *see also In re Anthem*, 327 F.R.D. at 320 (“Extensive discovery is also indicative of a lack of collusion”); *In re Volkswagen “Clean Diesel” Mktg., Sales Pracs., & Prods. Liab. Litig.*, No. MDL 2672 CRB (JSC), 2019 WL 2077847, at *1 (N.D. Cal. May 10, 2019) (“Lead Counsel vigorously litigated this action during motion practice and discovery, and the record supports the continuation of that effort during settlement negotiations.”).

The extensive record here establishes that the Settlement was both well-informed and reached through adversarial negotiations.¹² As described above

¹² *See Carvana*, 2024 WL 1974545, at *5 (granting approval where “Class counsel reviewed a volume of documents and data obtained from Defendant, Plaintiff, and other sources”); *Hernandez v. Arthur J. Gallagher Serv. Co.*, No. 22-CV-01910-H-DEB, 2024 WL 1521422, at *7 (S.D. Cal. Apr. 8, 2024) (preliminary settlement

(§ II.C), Settlement Class Counsel analyzed extensive documents and information in discovery, as well as information they obtained from Plaintiffs and through their own investigative efforts and expert work. In total, Defendants have produced well over three million pages of documents relevant to Plaintiffs' claims and the ACU Defect. Co-Lead Decl. ¶¶ 4-6. The Hyundai and Kia Defendants alone produced approximately 246,389 pages of documents. *Id.* ¶ 4. Additional key evidence about the ACU Defect included responses to multiple sets of interrogatories and requests for admission that were served on many Defendants. This mature record informed the Hyundai and Kia Plaintiffs' understanding of the strengths and weaknesses of their claims against the Settling Defendants, and helped guide their strategic efforts to achieve a favorable resolution.

b. Oversight and guidance from the Special Master further support the adversarial negotiation.

In addition to the detailed factual record and extent of the investigation described above, settlements like this one "reached with the help of a mediator are likely non-collusive." *Kabasele v. Ulta Salon, Cosms. & Fragrance, Inc.*, No. 2:21-CV-1639 WBS KJN, 2024 WL 477221, at *4 (E.D. Cal. Feb. 7, 2024);¹³ *Evans v. Zions Bancorp., N.A.*, No. 2:17-CV-01123 WBS DB, 2022 WL 3030249, at *7 (E.D. Cal. Aug. 1, 2022) (similar); *Fernandez v. CoreLogic Credco, LLC*, No. 3:20-CV-1262-JM-(SBC), 2024 WL 538585, at *10 (S.D. Cal. Feb. 9, 2024) (involvement of "third-party mediators weighs against collusion" and favors settlement approval).¹⁴

approval supported by "analysis of hundreds of pages of documents and other information produced by Plaintiff and Defendant").

¹³ Here and throughout, citations are omitted.

¹⁴ See also *Schmitt v. Kaiser Found. Health Plan of Washington*, No. 2:17-CV-1611-RSL, 2024 WL 1676754, at *3 (W.D. Wash. Apr. 18, 2024) (approving settlement and finding no evidence of collusion where settlement was reached after a "day-long mediation"); *Rosales v. El Rancho Farms*, No. 1:09-CV-00707-AWI, 2015 WL 4460635, at *16 (E.D. Cal. July 21, 2015), *report and recommendation adopted*, 2015 WL 13659310 (E.D. Cal. Oct. 2, 2015) ("[T]he 'presence of a neutral mediator [is] a factor weighing in favor of a finding of non-collusiveness.'").

1 Here, the Parties' lengthy negotiations occurred with the oversight and
2 guidance of the highly respected and experienced Court-appointed Settlement
3 Special Master Juneau, which weighs heavily in favor of approval.

4 **c. The significant, non-reversionary results for the**
5 **Settlement Class support the lack of collusion.**

6 Finally, where Settlement Class members stand to receive substantial benefits
7 from the proposed resolution, as they do here, there is little room for argument that
8 counsel failed to protect their interests or otherwise engaged in collusive behavior.
9 Importantly, the benefits for the Settlement Class members are *non-reversionary*.
10 And the Settlement Agreement lacks any clear sailing provision. Both of these
11 aspects of the Settlement demonstrate the lack of collusion in the negotiation
12 process, and weigh in favor of approval. *In re ZF-TRW ACUs Toyota Prelim. App.*,
13 2023 WL 6194109, at *16; *Charalambous v. Liberty Mut. Ins. Co.*, No. 22-CV-
14 00216-EMC, 2024 WL 1586701, at *2 (N.D. Cal. Mar. 15, 2024) (“[T]he
15 settlement is non-reversionary, which also indicates a lack of collusion.”).

16 **3. Rule 23(e)(2)(C): The Settlement provides substantial**
17 **compensation in exchange for the compromise of strong**
18 **claims.**

19 The Settlement provides substantial relief for the Class, especially
20 considering (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of
21 the proposed distribution plan and claims program; and (iii) the fair terms of the
22 requested award of attorneys' fees. *See* Fed. R. Civ. P. 23(e)(2)(C).

23 As noted above, the \$62.1 Settlement amount is non-reversionary. It provides
24 significant, relevant benefits to Class members above and beyond payments too,
25 including an Outreach Program to drive Recall participation, and a loaner vehicle
26 program to ensure that recall repairs are performed with minimal inconvenience,
27 plus a long-term New Parts Warranty to follow. Finally, all Settlement Class
28 members stand to benefit from the Settlement Inspection Program, which will help
ensure investigation of any relevant incidents for ten years ahead.

1 These benefits are comfortably in line with (and even exceed) those approved
2 in auto defect cases in this Circuit and others too. *See In re ZF-TRW ACUs Toyota*
3 *Final App.*, 2023 WL 9227002 (approving similar settlement with Toyota that
4 included out of pocket reimbursements, residual payments up to \$250, a warranty,
5 and an Inspection Protocol); *Banh v. Am. Honda Motor Co.*, No. 2:19-CV-05984-
6 RGK-AS, 2021 WL 3468113, at *7 (C.D. Cal. June 3, 2021) (settlement fair where
7 class members “will receive automatic benefits” and “will have the opportunity to
8 file claims for added relief.”); ECF 983 (order granting preliminary approval for
9 Mitsubishi settlement, payments up to \$250 per vehicle); *Brightk Consulting Inc. v.*
10 *BMW of N. Am., LLC*, No. SACV 21-02063-CJC (JDEx), 2023 WL 2347446, at *2
11 (C.D. Cal. Jan. 3, 2023) (extended warranty and out-of-pocket costs); *In re Takata*
12 *Airbag Prods. Liab. Litig.*, No. 14-CV-24009, 2022 WL 1669038, at *1 (S.D. Fla.
13 Apr. 4, 2022) (approving Volkswagen settlement as the latest in several similar
14 settlements in the *Takata* MDL).

15 Moreover, this recovery represents a material portion of the Hyundai and Kia
16 Plaintiffs’ potential damages attributable to the Settling Defendants, while they
17 continue to seek damages attributable to the ZF and ST Defendants.¹⁵

18 A precise calculation of the Hyundai and Kia Plaintiffs’ damages (ACAC
19 ¶ 1456) will involve expert testimony at a later stage of this ongoing litigation.
20 However, benchmarks of the general scope of damages from variations in vehicle
21 safety system functionality are available. For example, a 2011 Jeep Wrangler sold
22 with front side airbags is \$500 more expensive than the same model without them.

23
24 ¹⁵ The Settlement before the Court includes the Mobis Defendants (Hyundai Mobis
25 and Mobis Parts America), who are affiliates of Hyundai and Kia. ACAC ¶¶ 48,
26 582. For some of the Hyundai and Kia Subject Vehicles, Hyundai Mobis
27 manufactured the DS84 ACUs pursuant to ZF-TRW’s designs. ZF-TRW
28 manufactured and supplied DS84 ACUs for the remaining Hyundai and Kia Subject
Vehicles. *Id.* n. 6. Thus, Settlement Class members continue to pursue available
relief from the ZF Defendants for their manufacture and design of defective DS84
ACUs, and from the ST Defendants for their manufacture and design of the
defective DS84 ASICs contained therein, including for their participation in the
Hyundai-Kia-ZF-ST RICO Enterprise. *See, e.g.*, ECF 477-1 (Nationwide Count 1).

1 *Id.* ¶ 1457. This data point, although not directly comparable to the ACU Defect,
2 shows that differences in the effectiveness of vehicle safety systems lead to material
3 differences in market price.¹⁶ The *Takata* airbag litigation provides another
4 example, where a conjoint analysis from the plaintiffs’ expert found that the
5 overpayment cost for vehicles with that airbag defect was approximately ten
6 percent of the vehicle purchase price. *Id.* ¶ 1458. Again, the *Takata* defect is not the
7 ACU Defect here, but the results provide yet another reference. *Cf.* ECF 983 (this
8 Court in granting preliminary approval of the Mitsubishi settlement, “[i]t is “well-
9 settled law that a cash settlement amounting to only a fraction of the potential
10 recovery will not per se render the settlement inadequate or unfair”) (*citing Officers*
11 *for Just.*, 688 F.2d at 628).

12 All in all, this compensation from the Settling Defendants is a remarkable
13 result for the compromise of highly contested claims.

14 **a. The Settlement mitigates the substantial risks,**
15 **expenses, and delays the Settlement Class would bear**
16 **with continued litigation through trial and appeal.**

17 The Settlement benefits are even more compelling when considered against
18 the alternative of inherent uncertainties and continued litigation. Settlement Class
19 members are guaranteed timely compensation and benefits—an unquestionably
20 reasonable outcome given the challenges ahead. *See In re Volkswagen “Clean*
21 *Diesel” Mktg., Sales Pracs., & Prods. Liab. Litig.*, No. MDL 2672 CRB (JSC),
22 2017 WL 2212780, at *8 (N.D. Cal. May 17, 2017), *aff’d*, 746 F. App’x 655 (9th
23 Cir. 2018) (“The substantial and immediate relief provided to the Class under the
24 Settlement weighs heavily in favor of its approval compared to the inherent risk of
25 continued litigation, trial, and appeal”); *Nobles v. MBNA Corp.*, No. C 06-

26 ¹⁶Plaintiffs’ actual damages in this case may, at the appropriate juncture and with
27 expert opinion, differ materially from either or both of these figures. Treble
28 damages, which are available under RICO, do not traditionally factor into
settlement value assessment. *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 964 (9th
Cir. 2009).

1 3723 CRB, 2009 WL 1854965, at *2 (N.D. Cal. June 29, 2009) (“The risks and
2 certainty of recovery in continued litigation are factors for the Court to balance in
3 determining whether the Settlement is fair.”).

4 Like the case cited above, this case is not without risk. For example, while
5 the Hyundai and Kia Plaintiffs maintain that the ACAC states valid, cognizable
6 claims, the majority of their dozens of state law claims against the Hyundai and Kia
7 Defendants have not yet survived the pleading stage,¹⁷ and foreign Defendants
8 Hyundai Mobis and Kia Corp. were dismissed on jurisdictional grounds. And,
9 while the Court upheld RICO claims against the domestic Hyundai and Kia
10 Defendants, it has not sustained RICO claims against their foreign parents.

11 The Hyundai and Kia Defendants have and continue to contest that Plaintiffs’
12 state a cognizable RICO claim (including as to RICO’s enterprise and predicate act
13 requirements). *See* ECF 682. The Hyundai and Kia Defendants also challenge
14 Hyundai and Kia Plaintiffs’ state consumer protection and unjust enrichment claims
15 including based on Rule 9(b)’s heightened pleading standard. *See id.* Challenges
16 likewise are pending to the Hyundai and Kia Plaintiffs’ warranty claims, including
17 arguments as to defect manifestation, privity, notice and opportunity to cure, and
18 the terms of the warranties. *See id.* Finally, the Hyundai and Kia Defendants also
19 invoke various statutes of limitation and timeliness arguments. *See id.* Hyundai
20 Mobis likewise raises challenges to RICO, and to the Court’s personal jurisdiction.
21 ECF 529-1. In sum, Plaintiffs have and will continue to face several challenges to
22 their claims against the Settling Defendants. *See also, e.g., Bolton v. Ford Motor*
23 *Co.*, No. CV 23-00632-GBW, 2024 WL 3328522, at *13 (D. Del. July 8, 2024)

24
25 ¹⁷ The Hyundai and Kia Plaintiffs survived Hyundai’s and Kia’s challenges as to
26 nine state claims: their California Song-Beverly Consumer Warranty Act claim;
27 Florida Deceptive & Unfair Trade Practices Act claim; claims for breach of express
28 and implied warranties under Maryland and Massachusetts law; Maryland
Consumer Protection Act claim, Massachusetts Deceptive Acts or Practices claim
(as to Kia Motors America, Inc. only), and Pennsylvania Unfair Trade Practices and
Consumer Protection Law claim.

1 (dismissing Michigan Consumer Protection Act claim based on a conclusion that
2 motor vehicle sales are not covered by the statute); *Gant v. Ford Motor Co.*, 517 F.
3 Supp. 3d 707, 719 (E.D. Mich. 2021) (similar).

4 Further, while the Hyundai and Kia Plaintiffs have not moved to certify a
5 litigation class, that process would be expensive, lengthy, and uncertain. Indeed, the
6 Hyundai and Kia Plaintiffs have every expectation that the Settling Defendants
7 would vigorously contest class certification. Even if certification were granted, the
8 Hyundai and Kia Plaintiffs would face intensive and expensive trial preparation,
9 followed by inevitable appeals that could delay relief for years.

10 Avoiding these costs and risks in favor of immediate, significant Settlement
11 benefits is a principled compromise to the clear benefit of the Settlement Class. *See*
12 *In re ZF-TRW ACUs Toyota Prelim. App.*, 2023 WL 6194109, at *16 (“Litigation
13 could continue for years, with large associated costs. By contrast, the Settlement
14 provides Class Members with certain and timely relief.”).

15 **b. Class members will obtain relief through a**
16 **straightforward claims process.**

17 The Parties have ensured that the claims process will be straightforward and
18 efficient, based on recent experience with claims processes in other automotive
19 settlements (including with Toyota and Mitsubishi in this litigation). Class
20 members need only submit a short claim form either online or by mail along with
21 basic documentation (*e.g.*, substantiation of out-of-pocket costs) to claim
22 compensation. *See* Keough Decl., Ex. H (Claim form). The streamlined Claim
23 Form, developed in consultation with the Notice and Claims Administrators, will be
24 available via U.S. Mail, e-mail, and online. Likewise, Class members may choose
25 to submit their claim either online through the Settlement Website or in hard copy.

26 The effort required and safeguards incorporated are proportional to the
27 compensation available and are necessary and appropriate to preserve the integrity
28 of the claims process.

1 **c. Counsel will seek reasonable attorneys' fees and**
2 **expenses.**

3 Settlement Class Counsel will move for an award of reasonable attorneys'
4 fees and reimbursement of their litigation expenses for work performed and
5 expenses incurred in furtherance of this litigation and its successful result. Fed. R.
6 Civ. P. 23(e)(2)(C)(iii). Any attorneys' fees and expenses the Court awards will be
7 paid from the Settlement Fund.¹⁸ SA § VIII.

8 Co-Lead Counsel will file a motion for attorneys' fees, expenses, and service
9 awards at least four weeks before the proposed objection/opt-out deadline. The
10 motion will be available on the Settlement Website after it is filed, such that Class
11 members will have the opportunity to consider the request in their overall
12 evaluation of the proposed Settlement. At this juncture, Settlement Class Counsel
13 anticipates they will request up to 33% of the Settlement Amount for reasonable
14 attorneys' fees and expenses, as detailed further below.

15 **Counsel will seek a reasonable percentage of the common fund.**

16 Settlement Class Counsel anticipates they will ask the Court to award up to 33% of
17 the \$62.1 million Settlement Amount in attorneys' fees and expenses. That figure is
18 included in the proposed notice to the Settlement Class.

19 Although this anticipated fee request is described as 33% of the Settlement
20 Amount, the requested percentage is actually much lower after taking into account
21 both the monetary and non-monetary benefits obtained for the Settlement Class. As
22 such, the anticipated fee request will be a significantly lower percentage of the *total*
23 Settlement value. *See In re Zoom Video Commc'ns, Inc. Privacy Litig.*, No. 20-CV-
24 02155-LB, 2022 WL 1593389, at *10 (N.D. Cal. Apr. 21, 2022) (subsequent
25 history omitted) (“[C]ourts consider the monetary and non-monetary benefits that
26 the settlement confers” to determine value); *Miller v. Ghirardelli Chocolate Co.*,

27 ¹⁸ There are no agreements between the Parties other than the Settlement. *See* Fed.
28 R. Civ. P. 23(e)(3) (“The parties seeking approval must file a statement identifying
any agreement made in connection with the proposal.”).

1 No. 12-CV-04936-LB, 2015 WL 758094, at *5 (N.D. Cal. Feb. 20, 2015) (same)
2 (collecting cases); *Banh, v.*, 2021 WL 3468113, at *7 (“[I]t is the complete package
3 taken as a whole . . . that must be examined for overall fairness.”). Among other
4 factors here, the results obtained—substantial payments to Class members and
5 meaningful non-monetary benefits from the New Parts Warranty¹⁹ and Inspection
6 Protocol²⁰—the many-years-long duration of the case, and the contingent nature of
7 the fee will all support the reasonableness of the request.

8 Whether weighed against the total value of all of the Settlement benefits, or,
9 against the more conservative figure of the non-reversionary Settlement Amount
10 only, the attorneys’ fees request will be well in line with awards regularly approved
11 in this Circuit. In fact, in this Circuit, “fee awards exceed[] the [25%] benchmark”
12 in “most common fund cases,” and awards of 33% or more are common. *In re*
13 *NCAA Athletic Grant-in-Aid Cap Antitrust Litig.*, No. 4:14-MD-2541-CW, 2017
14 WL 6040065, at *2 (N.D. Cal. Dec. 6, 2017) (emphasis added).

15 This Court previously recognized the same in granting preliminary approval
16 of the similar Toyota settlement in this case. Prior to receipt of evidence on the
17 value of the warranty, this Court found at the preliminary approval stage that the
18 Toyota Plaintiffs’ anticipated request for attorneys’ fees of 33% of the settlement
19 amount was reasonable, and reasoned that “an attorney’s fees award exceeding the
20 [25%] benchmark . . . may be warranted in light of the results achieved, the risks of

21 ¹⁹ To that point, in their forthcoming attorneys’ fees motion, Co-Lead Counsel will
22 submit substantiation of the market value of the New Parts Warranty. Based on
23 prior experience with similar settlement terms, Co-Lead Counsel anticipates
24 evidence will show the New Parts Warranty provides significant additional
economic value for the Class. *See, e.g.*, ECF 815-3, Declaration of Kirk Kleckner
regarding valuation of the similar warranty for the Toyota Settlement.

25 ²⁰ *See, e.g., Pan v. Qualcomm Inc.*, No. 16-CV-01885-JLS-DHB, 2017 WL
3252212, at *12 (S.D. Cal. July 31, 2017) (concluding that “substantial” non-
26 monetary relief, even though it could not be accurately valued, supported fee award
of nearly 30%); *Boeing*, 327 F.3d at 974 (concluding that even where not
27 quantified, non-monetary relief is appropriately considered in assessing the value of
the relief obtained for the class in the Settlement); *Steiner v. Am. Broad. Co.*, 248 F.
28 App’x 780, 783 (9th Cir. 2007) (similar as to the defendant’s “change[] [in]
licensing practices” without a monetary value assigned).

1 litigation, non-monetary benefits conferred by the litigation, customary fees in
2 similar cases, the contingent nature of the fee, the burden carried by counsel, or the
3 reasonable expectations of counsel.” *In re ZF-TRW ACUs Toyota Prelim. App.*,
4 2023 WL 6194109, at *21; *see also* ECF 983 (finding for purposes of preliminary
5 approval of Mitsubishi settlement that anticipated fee request of 30% of settlement
6 amount was “within the range of what is reasonable under the circumstances”
7 including “favorable results [] achieved for the Class, additional non-monetary
8 benefits will be conferred and counsel have undertaken significant risks in pursuing
9 this litigation.”).²¹

10 **A lodestar cross-check will confirm the fee request is reasonable.** In
11 common fund cases, “the primary basis of the fee award remains the percentage
12 method.” *Gutierrez v. Amplify Energy Corp.*, No. 8:21-CV-01628 DOC JDE(x),
13 2023 WL 6370233, at *6 (C.D. Cal. Sept. 14, 2023) (quoting *Vizcaino v. Microsoft*
14 *Corp.*, 290 F.3d 1043, 1050 (9th Cir. 2002)). To further assess the reasonableness
15 of the requested fee, courts often use a lodestar analysis to “cross-check” the
16 request. *See, e.g., Vizcaino*, 290 F.3d at 1050 (“[W]hile the primary basis of the fee
17 award remains the percentage method, the lodestar may provide a useful
18 perspective on the reasonableness of a given percentage award.”).

19 Co-Lead Counsel receives and audits time for compliance with the Court-

21 ²¹ *See also, e.g., Hernandez v. Dutton Ranch Corp.*, No. 19-CV-00817-EMC, 2021
22 WL 5053476, at *6 (N.D. Cal. Sept. 10, 2021) (collecting cases and finding that
23 “[d]istrict courts within this circuit . . . routinely award attorneys’ fees that are one-
24 third of the total settlement fund . . . [s]uch awards are routinely upheld by the
25 Ninth Circuit”); *In re TFT-LCD (Flat Panel) Antitrust Litig.*, No. MDL 3:07-md-
26 1827 SI, 2011 WL 7575003, at *1 (N.D. Cal. Dec. 27, 2011) (awarding attorneys’
27 fees of 30% of \$405 million settlement fund); *In re Mego Fin. Corp. Sec. Litig.*,
28 213 F.3d at 457, 463 (upholding district court’s award of 33 1/3 percent of the
fund); *Boyd v. Bank of Am. Corp.*, No. SACV 13-0561-DOC (JPRx), 2014 WL
6473804, at *8 (C.D. Cal. Nov. 18, 2014) (awarding 33% of \$5,800,000
settlement); *Fernandez v. Victoria Secret Stores, LLC*, No. CV 06-04149 MMM
(SHx), 2008 WL 8150856, at *16 (C.D. Cal. July 21, 2008) (awarding 34% of \$8.5
million fund); *Stuart v. Radioshack Corp.*, No. C-07-4499 EMC, 2010 WL
3155645, at *6 (N.D. Cal. Aug. 9, 2010) (33% of common fund); *Barbosa v.*
Cargill Meat Sols. Corp., 297 F.R.D. 431, 450 (E.D. Cal. 2013) (same).

1 approved Common Benefit Order (“CBO”). ECF 111 and Exhibit A. Co-Lead
2 Counsel submit herewith summary charts of time incurred up through December
3 31, 2024, and the underlying time entries will be submitted *in camera* pursuant to
4 the Court’s civil standing orders. *See* Civil Standing Orders, Exhibit G.²² This data
5 demonstrates the scope and scale of the lodestar incurred, which will undoubtedly
6 support the reasonableness of the anticipated request here.

7 To date, using the capped and reduced hourly rates set by the Court in the
8 CBO, the total adjusted lodestar is \$48,283,968.91.²³ The total adjusted lodestar
9 with each timekeeper’s standard and routinely Court-approved hourly rates is
10 \$57,250,561.72 for a reduction of approximately 15.6% (\$8.97 million) from the
11 market-rate fees of participating counsel.²⁴ Settlement Class Counsel respectfully
12 submit that the Court-entered CBO provides strong support for the hourly rates to
13 be sought in their fee motion, as this Court recently affirmed in approving these
14 rates in connection with the attorneys’ fee motion for the Toyota Settlement and
15 again for preliminary approval purposes in the Mitsubishi settlement. *See In re ZF-*
16 *TRW ACUs Toyota Prelim. App.*, 2023 WL 6194109, at *22-23; *In re ZF-TRW*
17 *ACUs Toyota Final App.*, 2023 WL 9227002, at *16; ECF 983 at 23.

18 In their professional judgment and based on their familiarity with the work

19 _____
20 ²² This time reflects the time submitted to date; additional time may be reflected in
21 the finalized data submitted with the attorneys’ fees motion. Co-Lead Counsel
22 expect that at the conclusion of the audit, the requested lodestar ultimately
submitted with their attorneys’ fees motion may be modified (for example in terms
of category codes, adjustment for error, additions of subsequent submitted and
audited time, etc.).

23 ²³ This “adjusted” lodestar subtracts out from the current total lodestar figures the
24 lodestar that was previously allocated to the Toyota Settlement (\$11,520,547.22
with capped rates, and \$12,800,004.84 with market rates) and the Mitsubishi
25 Settlement (\$1,418,050.37 with capped rates, and \$1,618,188.94 with market rates).
For that reason, the total lodestar reflected in the Exhibits is higher than the
26 adjusted lodestar figure used here, because the lodestar data in the Exhibits is
comprehensive and includes all data.

27 ²⁴ Pursuant to the CBO, Participating Counsel record and submit their monthly time
28 using their then-present (historical) hourly rates, but counsel may seek an award of
fees based on their current hourly rate at the time of settlement. CBO at 5. Co-Lead
Counsel use current hourly rates in the data for this filing.

1 performed at their direction, Co-Lead Counsel estimate the work fairly and
2 reasonably attributed to efforts that benefited the proposed Class and the
3 prosecution of their claims as follows: from the total, 65% of the efforts are
4 attributable to the Vehicle Manufacturer Defendants, and the remaining 35% of
5 work is specific to the two supplier Defendants (ZF and ST Micro).²⁵ This reflects
6 that much of the work for the suppliers also advances the claims against the Vehicle
7 Manufacturers, and that settlements with two Vehicle Manufacturer groups to date
8 mean that the relative time for the Suppliers will increase over time.²⁶

9 Within the amount allotted to the Vehicle Manufacturer Defendants, Co-Lead
10 Counsel estimate approximately 30% of that work is reasonably associated with the
11 Settling Defendants. This apportionment to the Settling Defendants is supported by
12 (a) the size of the Class, which cover approximately 3.7 million of the 15 million
13 vehicles at issue in this MDL; (b) efforts in responding to all three of the Settling
14 Defendant groups' pleading challenges, and all Defendants' joint pleading
15 challenges; (c) the discovery, investigative and expert work that developed and
16 advanced the Hyundai and Kia Plaintiffs' claims to this favorable resolution; and
17 (d) the focused time and efforts to negotiate the proposed Settlement terms with the
18 Settling Defendants over the course of more than two and a half years.

19 Not yet reflected in the time is the future work that will be necessary to
20 implement the Settlement. This includes work required to: (1) obtain final approval

21 ²⁵ As was true for the earlier Toyota and Mitsubishi Settlements, it is not practicable
22 to disaggregate the common benefit work across each individual defendant, because
23 much of the work performed benefits the entire MDL collectively, not just the
24 specific case or claim against any one Defendant. Therefore, it is common in cases
25 like this for counsel to apportion a percentage of the total lodestar attributable to a
26 particular settling Defendant. This is the same approach Co-Lead Counsel
27 undertook (and the Court recognized, *see In re ZF-TRW ACUs Toyota Prelim. App.*,
28 2023 WL 6194109, at *22) for their request for attorneys' fees as part of the Toyota
Settlement, and that approach applies equally to the work that underlies the
Settlement with the Hyundai and Kia Defendants here.

²⁶ In the earlier Toyota and Mitsubishi Settlements, Co-Lead Counsel estimated the
Vehicle Manufacturers to account for 70% and the Suppliers for 30%. Given the
relatively fewer Vehicle Manufacturers and associated work in the period since, the
relative proportion for the Suppliers has increased. Co-Lead Decl. ¶¶ 24-25.

1 of the Settlement; (2) protect the Settlement on appeal (if any appeals are lodged);
2 and (3) oversee and help implement the Settlement until the end of the 1.5 year
3 Claims Period, which will include, among other things, responding to inquiries
4 from many of the more than 3.7 million Class members. Co-Lead Counsel Decl.
5 ¶ 26. Co-Lead Counsel anticipates that Counsel will incur at least \$425,000 in
6 lodestar for that work (approximately 650 hours). *Id.* ²⁷

7 Based on the above, the estimated lodestar, with the applicable rate caps, is
8 approximately \$9,415,373.94. Co-Lead Decl. ¶¶ 27-28. With the anticipated future
9 work, the total lodestar attributable to the Settlement is expected to be
10 \$9,840,373.94. With respect to the maximum fees and expenses request of up to
11 \$20,493,033.30, assuming an expenses request of \$400,000, this yields a reasonable
12 multiplier of approximately 2.04 with future fees included and 2.13 without future
13 fees. Each is on the lower end of the presumptively acceptable range in this Circuit.
14 *See Dyer v. Wells Fargo Bank, N.A.*, 303 F.R.D. 326, 334 (N.D. Cal. 2014)
15 (describing multipliers of 1.0 - 4.0 as the “presumptively acceptable range”); *In re*
16 *ZF-TRW ACUs Toyota Final App.*, 2023 WL 9227002, at *16 (approving multiplier
17 of 2.35 in this litigation); *see also* ECF 815 at 42 (information on multipliers and
18 related fee studies in Plaintiffs’ final approval brief for the Toyota settlement).

19 Settlement Class Counsel’s fee application, in line with the above, will be
20 filed in advance of the Objection Deadline and it will be available on the Settlement
21 Website after it is filed. At present, the detailed information above demonstrates
22 that the fee request will be reasonable and support approval of the Settlement.

23 **d. Settlement Class Counsel will seek reasonable service**
24 **awards for the proposed Settlement Class**
Representatives.

25 The Hyundai and Kia Plaintiffs, as proposed Settlement Class
26 Representatives, have protected the interests of the proposed Class by, among other

27 _____
28 ²⁷ Counsel used an estimated blended average rate of \$650 for this calculation,
assuming a distribution of partner and associate work on the kinds of tasks to come.

1 things: their commitment to investigate and prosecute this case (for going on six
2 years); providing extensive factual information to assist counsel with drafting the
3 complaints; regularly communicating with counsel to stay abreast of developments
4 in this litigation; searching for relevant and responsive materials about their Subject
5 Vehicles, and providing those materials to counsel for production in discovery;
6 conferring with counsel to prepare and finalize detailed responses to
7 Interrogatories; working with counsel to review and evaluate the terms of the
8 proposed Settlement Agreement; and expressing their continued willingness to
9 protect the Class until the Settlement is approved and its administration completed.

10 All in all, over the course of this litigation, Co-Lead Counsel estimates that,
11 conservatively, each of the individual Hyundai and Kia Plaintiffs spent
12 approximately 30 hours on the litigation. *See* Co-Lead Decl. ¶¶ 33-34. For their
13 longstanding commitment and contributions to the case, counsel submit these
14 individuals have earned the modest service awards (\$2,500) to be requested in the
15 forthcoming motion. *Id.*; *see also In re ZF-TRW ACUs Toyota Prelim. App.*, 2023
16 WL 6194109, at *18 (finding \$2,500 to be a “reasonable” service award in this
17 litigation); *In re ZF-TRW ACUs Toyota Final App.*, 2023 WL 9227002, at *13
18 (same on final approval); *CRT*, 2016 WL 4126533, at *11 (recognizing \$5,000 is
19 the “presumptively reasonable” service award in this Circuit); *Cisneros v. Airport*
20 *Terminal Servs.*, No. 2:19-CV-02798-VAP-SPx, 2021 WL 3812163, at *9 (C.D.
21 Cal. Mar. 26, 2021) (“Courts have generally found that \$5,000 incentive payments
22 are reasonable.”).

23 **4. Rule 23(e)(2)(D): The Proposed Settlement treats all**
24 **Settlement Class members equitably relative to one another.**

25 The proposed Settlement fairly and reasonably allocates benefits to the Class
26 and “treats class members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2).

27 Each Class member is subject to the same release and may submit a claim for
28 cash compensation through a simple, streamlined claim form. SA §§ III.D; VII.

1 Class members with Recalled Vehicles can submit claims for reimbursement of out-
2 of-pocket costs they incurred or will incur to complete the Recalls. Should Hyundai
3 or Kia recall additional vehicles due to the ACU Defect anytime during the 1.5 year
4 Claims period, Settlement Class members with those vehicles will also be able
5 claim reasonable reimbursements. SA § III.B(1).

6 All Settlement Class members may claim a Residual payment, with
7 individual amounts of up to \$350 for Recalled Vehicles and \$150 for Unrecalled
8 Vehicles. Additional, relevant non-monetary benefits for Recalled Vehicles will
9 encourage recall participation (loaner vehicles and outreach) and warrant the new
10 parts installed pursuant to the Recall repair (New Parts Warranty). Finally, all Class
11 members stand to benefit from the Inspection Program to investigate and document
12 relevant field incidents. *See supra* § III.B.

13 In sum, the Settlement benefits are allocated equitably to “compensate[] class
14 members in a manner generally proportionate to the harm they suffered on account
15 of [the] alleged misconduct.” *Altamirano v. Shaw Indus., Inc.*, No. 13-CV-00939-
16 HSG, 2015 WL 4512372, at *8 (N.D. Cal. July 24, 2015); *see also In re ZF-TRW*
17 *ACUs Toyota Final App.*, 2023 WL 9227002 (approving similar allocation structure
18 in Toyota settlement); *In re Volkswagen “Clean Diesel” Mktg., Sales Practices, &*
19 *Prods. Liab. Litig.*, No. 15-MD-02672-CRB, 2022 WL 17730381, at *8 (N.D. Cal.
20 Nov. 9, 2022) (concluding allocation formula was equitable where differing
21 payment amounts “roughly correspond[ed] to the strength of [class members’]
22 claims and the likelihood of damages at trial”).²⁸

23 The allocation uses transparent and objective criteria to fairly apportion Class

24
25 ²⁸ *See also In re Blue Cross Blue Shield Antitrust Litig.* MDL 2406, 2023 WL
26 7012247, at *9-10 (11th Cir. Oct. 25, 2023) (affirming approval of allocation
27 formula that considered the “comparative strengths of each class’s . . . claims”);
28 *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 328 (3d Cir. 2011) (holding that “[c]ourts
generally consider plans of allocation that reimburse class members based on the
type and extent of their injuries to be reasonable”); J.M. McLaughlin, *McLaughlin*
on Class Actions § 6:23 (20th ed.) (same).

1 member payments and ensures that claims administration is feasible, cost effective,
2 and streamlined for Settlement Class members. *See* Fed. R. Civ. P. 23(e)(2)(D).

3 Likewise, the proposed Settlement Class Representatives will not receive
4 preferential treatment or compensation disproportionate to their respective harm
5 and contribution to the case. They are permitted to make claims for compensation
6 like any other Class member. Additionally, Settlement Class Counsel will seek
7 \$2,500 to compensate their efforts and commitment to prosecute this case on behalf
8 of the Class, which is well in line with sums routinely approved in this district and
9 past settlements in this litigation. *See supra* § V.A.3.d.

10 **B. The Court should appoint Settlement Class Counsel for Purposes**
11 **of Effectuating the Settlement and Notice Program.**

12 The Court is required to appoint class counsel to represent the Settlement
13 Class. *See* Fed. R. Civ. P. 23(g). At the outset of this MDL, the Court selected Co-
14 Lead Counsel and the PSC due to their qualifications, experience, and commitment
15 to successfully prosecuting this litigation. *See* ECF 106. The criteria the Court
16 considered to appoint Co-Lead Counsel and the PSC align with the considerations
17 set forth in Rule 23(g). *See, e.g., Clemens v. Hair Club for Men, LLC*, No. C 15-
18 01431 WHA, 2016 WL 1461944, at *2 (N.D. Cal. Apr. 14, 2016).

19 The Court's recent interim appointment of Co-Lead Counsel and the PSC as
20 Settlement Class Counsel in the Mitsubishi Settlement, and appointment before that
21 in the Toyota Settlement, further confirms their effective advocacy for Plaintiffs
22 and their claims. *See* ECF 983 ("Mitsubishi Prelim. Order") at 24 (concluding
23 Settlement Class Counsel had been "adequate representatives" of the Mitsubishi
24 Settlement Class in this litigation); *In re ZF-TRW ACUs Toyota Prelim. App.*, 2023
25 WL 6194109, at *23 (concluding the same regarding the Toyota Settlement). As in
26 the Mitsubishi and Toyota Settlements, Co-Lead Counsel and the PSC firms have
27 undertaken significant work, effort, and expense in this MDL and in litigating
28 Plaintiffs' claims against the Settling Defendants. *See* Co-Lead Decl. ¶¶ 3-8, 22-28.

1 Plaintiffs therefore submit that Co-Lead Counsel and the PSC should be
2 appointed as Settlement Class Counsel under Rule 23(g)(3) to conduct the
3 necessary steps in the Settlement approval process.

4 **C. The Court will be able to certify the proposed Settlement Class for**
5 **settlement purposes upon final approval.**

6 The first step in class certification is to determine whether the class satisfies
7 the requirements of Rule 23(a). *In re ZF-TRW ACUs Toyota Prelim. App.*, 2023
8 WL 6194109, at *10. If the four prerequisites of Rule 23(a) are met, the Court must
9 then find that the proposed class meets one of the requirements of Rule 23(b)(1)-
10 (3). *Id.*; see also *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d at 557 (en banc)
11 (upholding district court’s preliminary approval and certification of nationwide
12 settlement class).²⁹

13 The proposed Class here readily satisfies all Rule 23(a)(1)-(4) and (b)(3)
14 certification requirements.

15 **1. The Class meets the requirements of Rule 23(a).**

16 **a. Rule 23(a)(1): The Class is sufficiently numerous.**

17 Rule 23(a)(1) requires that “the class is so numerous that joinder of all class
18 members is impracticable.” Fed. R. Civ. P. 23(a)(1). “Although there is no specific
19 numeric requirement, courts generally have found that a class of at least 40
20 members is sufficient.” *In re ZF-TRW ACUs Toyota Prelim. App.*, 2023 WL
21 6194109, at *10 (citing *Rannis v. Recchia*, 380 F. App’x 646, 651 (9th Cir. 2010);
22 *In re Cooper Cos. Inc. Sec. Litig.*, 254 F.R.D. 628, 634 (C.D. Cal. 2009)).

23 The Class is made up of current and former owners and lessees of some 3.7
24 million Hyundai and Kia Subject Vehicles. See Co-Lead Decl. ¶ 3. Numerosity is
25 easily satisfied here.

26
27 ²⁹ The Court has jurisdiction over the Action and the Parties pursuant to 28 U.S.C.
28 §§ 1331 and 1332 for purposes of settlement, and venue is proper in this district
pursuant to 28 U.S.C. § 1391(a).

b. Rule 23(a)(2): The Class claims present common questions of law and fact.

“Federal Rule of Civil Procedure 23(a)(2) conditions class certification on demonstrating that members of the proposed class share common ‘questions of law or fact.’” *Stockwell v. City & County of San Francisco*, 749 F.3d 1107, 1111 (9th Cir. 2014) (citation omitted). Commonality “does not turn on the number of common questions, but on their relevance to the factual and legal issues at the core of the purported class’ claims.” *Jimenez v. Allstate Ins. Co.*, 765 F.3d 1161, 1165 (9th Cir. 2014). A single question of law or fact common to class members will satisfy the commonality requirement. *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 359 (2011). A common question will, in turn, generate common answers apt to drive the resolution of the litigation for the entire Settlement Class. *See id.* at 350. This is not a high threshold. *Wolin v. Jaguar Land Rover N.A., LLC*, 617 F.3d 1168, 1172 (9th Cir. 2010).

Courts routinely find commonality where, as here, the class’ claims arise from a defendant’s uniform fraudulent conduct—including in this litigation. *See, e.g., Mitsubishi Prelim. Order* at 11 (“Plaintiffs have identified at least one common question: Whether [Defendants’] alleged omissions and uniform misrepresentations to Class Members were fraudulent.”); *In re ZF-TRW ACUs Toyota Prelim. App.*, 2023 WL 6194109, at *11 (finding the same regarding the Toyota Settlement); *see also In re Volkswagen “Clean Diesel” Mktg.*, 2022 WL 17730381, at *3 (“In cases like this one, where fraud claims [about vehicle performance] arise out of a uniform course of conduct, commonality is routinely found.”); *In re Chrysler-Dodge-Jeep Ecodiesel Mktg., Sales Pracs., & Prods. Liab. Litig.*, No. 17-MD-02777-EMC, 2019 WL 536661, at *6 (N.D. Cal. Feb. 11, 2019) (commonality satisfied in defendants’ “common course of conduct” in alleged emissions cheating scheme).

Here, as in many similar cases—including the Mitsubishi and Toyota Settlements before this Court—the Class claims arise from the Settling Defendants’

1 alleged uniform conduct of omitting material information about a safety defect in
2 the Hyundai and Kia Subject Vehicles while misleading consumers about the
3 effectiveness and reliability of the vehicles' safety features. *See, e.g.*, ACAC
4 § VI.D; *see also Looper v. FCA US LLC*, No. LACV 14-00700-VAP (DTBx), 2017
5 WL 11650429, at *4 (C.D. Cal. Mar. 23, 2017) (similar common questions about
6 defective steering linkages satisfied commonality requirement).

7 Accordingly, commonality is satisfied.

8 **c. Rule 23(a)(3): The Settlement Class Representatives'**
9 **claims are typical of other Class members' claims.**

10 Under Rule 23(a)(3), plaintiffs' claims are "typical" if they are "reasonably
11 coextensive with those of absent class members; they need not be substantially
12 identical." *Parsons v. Ryan*, 754 F.3d 657, 685 (9th Cir. 2014). "The test of
13 typicality is whether 'other members have the same or similar injury, whether the
14 action is based on conduct which is not unique to the named plaintiffs, and whether
15 other class members have been injured by the same course of conduct.'" *In re ZF-*
16 *TRW ACUs Toyota Prelim. App.*, 2023 WL 6194109, at *11 (citation omitted).
17 Typicality "assure[s] that the interest of the named representative aligns with the
18 interests of the class." *Wolin*, 617 F.3d at 1175 (quoting *Hanon v. Dataprods.*
19 *Corp.*, 976 F.2d 497, 508 (9th Cir. 1992)). Thus, where a plaintiff has suffered a
20 similar injury as other class members due to the same course of conduct, typicality
21 is satisfied. *See Parsons*, 754 F.3d at 685; *see also Evon v. Law Offs. of Sidney*
22 *Mickell*, 688 F.3d 1015, 1030 (9th Cir. 2012). Like commonality, courts construe
23 typicality permissively. *Hanlon*, 150 F.3d at 1020.

24 Here, the Hyundai and Kia Plaintiffs each paid for a Hyundai or Kia Subject
25 Vehicle with an undisclosed defective DS84 ACU and relied on Hyundai's and
26 Kia's alleged misrepresentations about the reliability of its safety features when
27 deciding to purchase or lease their Subject Vehicles. As a result of Hyundai's and
28 Kia's alleged conduct, the Hyundai and Kia Plaintiffs and the other Class members

1 overpaid for their Subject Vehicles. These facts satisfy the typicality requirement.
2 *See* Mitsubishi Prelim. Order at 11 (“finding typicality satisfied where “[e]ach
3 Class Member purchased or leased a Mitsubishi Class Vehicle with an undisclosed
4 defective DS84 ACU, and relied on Mitsubishi’s misrepresentations about reliable
5 safety features when they decided to purchase or lease their vehicles.”); *In re ZF-*
6 *TRW ACUs Toyota Prelim App.*, 2023 WL 6194109, at *11 (finding typicality
7 satisfied with respect to the Toyota Settlement).

8 **d. Rule 23(a)(4): The proposed Settlement Class**
9 **Representatives and Settlement Class Counsel have**
10 **and will protect the interests of the Class.**

11 Rule 23(a)(4)’s adequacy requirement is met where, as here, “the
12 representative parties will fairly and adequately protect the interests of the class.”
13 Fed. R. Civ. P. 23(a)(4). Adequacy entails a two-prong inquiry: “(1) do the named
14 plaintiffs and their counsel have any conflicts of interest with other class members
15 and (2) will the named plaintiffs and their counsel prosecute the action vigorously
16 on behalf of the class?” *Evon*, 688 F.3d at 1031 (quoting *Hanlon*, 150 F.3d at
17 1020). “Adequate representation depends on, among other factors, an absence of
18 antagonism between representatives and absentees, and a sharing of interest
19 between representatives and absentees.” *Ellis v. Costco Wholesale Corp.*, 657 F.3d
20 970, 985 (9th Cir. 2011). “Adequacy of representation also depends on the
21 qualifications of counsel.” *Sali v. Corona Reg’l Med. Ctr.*, 909 F.3d 996, 1007 (9th
22 Cir. 2018). Both prongs are readily satisfied here.

23 The Hyundai and Kia Plaintiffs have no “interests that are antagonistic to
24 those of other Class Members,” *In re ZF-TRW ACUs Toyota Prelim. App.*, 2023
25 WL 6194109, at *11, and will continue to protect the Class in overseeing the
26 Settlement through administration and any appeals. *See Clemens*, 2016 WL
27 1461944, at *2-3. Indeed, the Hyundai and Kia Plaintiffs “are entirely aligned [with
28 the Class members] in their interest in proving that [Defendants] misled them and
share the common goal of obtaining redress for their injuries.” *In re: Volkswagen*

1 “Clean Diesel” Mktg., Sales Pracs., & Prods. Liab. Litig., No. 2672 CRB (JSC),
2 2016 WL 4010049, at *11 (N.D. Cal. July 29, 2016). They understand and embrace
3 their duties as representatives and have reviewed and uniformly endorsed the
4 Settlement’s terms. *See* Co-Lead Decl. ¶¶ 31-33; *see also, e.g., Trosper v. Stryker*
5 *Corp.*, No. 13-CV-0607-LHK, 2014 WL 4145448, at *12 (N.D. Cal. Aug. 21,
6 2014) (“All that is necessary is a ‘rudimentary understanding of the present action
7 and . . . a demonstrated willingness to assist counsel in the prosecution of the
8 litigation.”). The Hyundai and Kia Plaintiffs are more than adequate.

9 Similarly, Co-Lead Counsel and the PSC have undertaken an enormous
10 amount of effort and expense in advancing the Hyundai and Kia Plaintiffs’ claims.
11 They have consistently devoted whatever resources were necessary to reach a
12 successful outcome throughout the six years since this consolidated litigation
13 began. Furthermore, the proposed attorneys’ fees and Plaintiffs’ service awards are
14 consistent with levels awarded in the Ninth Circuit. Like the Hyundai-Kia
15 Plaintiffs, Counsel also satisfy Rule 23(a)(4). *See In re ZF-TRW ACUs Toyota*
16 *Prelim. App.*, 2023 WL 6194109, at *11-12 (finding adequacy satisfied).

17 **2. The Class meets the requirements of Rule 23(b)(3).**

18 Rule 23(b)(3)’s requirements are also satisfied because (i) “questions of law
19 or fact common to class members predominate over any questions affecting only
20 individual members”; and (ii) a class action is “superior to other available methods
21 for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3).

22 **a. Common issues of law and fact predominate.**

23 “The Rule 23(b)(3) predominance inquiry tests whether proposed classes are
24 sufficiently cohesive to warrant adjudication by representation.” *In re ZF-TRW*
25 *ACUs Toyota Prelim. App.*, 2023 WL 6194109, at *12 (quoting *Amchem Prods.*
26 *Inc. v. Windsor*, 521 U.S. 591, 623 (1997)). The predominance inquiry “focuses on
27 whether the ‘common questions present a significant aspect of the case and they can
28 be resolved for all members of the class in a single adjudication.” *In re Hyundai &*

1 *Kia Fuel Econ. Litig.*, 926 F.3d at 557 (citation omitted). “When ‘one or more of
2 the central issues in the action are common to the class and can be said to
3 predominate, the action may be considered proper under Rule 23(b)(3) even though
4 other important matters will have to be tried separately.’” *Tyson Foods, Inc. v.*
5 *Bouaphakeo*, 577 U.S. 442, 453 (2016) (citation omitted).

6 “[M]ore important questions apt to drive the resolution of the litigation are
7 given more weight in the predominance analysis over individualized questions
8 which are of considerably less significance to the claims of the class.” *Torres v.*
9 *Mercer Canyons Inc.*, 835 F.3d 1125, 1134 (9th Cir. 2016). Accordingly, “even if
10 just one common question predominates, ‘the action may be considered proper
11 under Rule 23(b)(3) even though other important matters will have to be tried
12 separately.’” *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d at 557-58 (quoting
13 *Tyson Foods*, 577 U.S. at 453). Additionally, a class may be certifiable for
14 settlement where “the settlement obviates the need to litigate individualized issues
15 that would make a trial unmanageable.” *Id.* at 558.

16 The Ninth Circuit favors class treatment of fraud claims arising from a
17 “common course of conduct.” *See In re First Alliance Mortg. Co.*, 471 F.3d 977,
18 990 (9th Cir. 2006); *Hanlon*, 150 F.3d at 1022-23. This includes consumer claims
19 like those here. *See Amchem Prods.*, 521 U.S. at 625; *Wolin*, 617 F.3d at 1173,
20 1176 (consumer claims based on uniform omissions certifiable where “susceptible
21 to proof by generalized evidence,” even if individualized issues remain);
22 *Friedman v. 24 Hour Fitness USA, Inc.*, No. CV 06-6282 AHM (CTx), 2009 WL
23 2711956, at *8 (C.D. Cal. Aug. 25, 2009) (common issues predominate where
24 alleged injury is a result “of a single fraudulent scheme”).

25 Here, common questions predominate because the common issues “turn on a
26 common course of conduct by the defendant . . . in [a] nationwide class action[.]”
27 *See In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d at 559 (citing *Hanlon*, 150
28 F.3d at 1022-23). As the Ninth Circuit has recognized, the “crux” of many

1 consumer fraud cases “is that a company’s mass marketing efforts, common to all
2 consumers, misrepresented the company’s product.” *Id.* So too here.

3 The Settling Defendants’ failure to disclose the ACU Defect—while
4 marketing their vehicles as safe—forms the core of the Hyundai and Kia Plaintiffs’
5 claims, making the case well-suited for classwide resolution. Central, common
6 questions in this case include, for example, when Defendants first learned of the
7 ACU Defect, and whether Defendants’ representations and omissions about the
8 Subject Vehicles’ airbags and safety systems were misleading to reasonable
9 consumers. These common questions do not require individualized determinations,
10 so predominance is easily satisfied. *See Mitsubishi Prelim. Order* at 13 (noting that
11 “[s]uch questions do not turn on an assessment of individual facts. Whether
12 Mitsubishi’s actions were fraudulent is a question that is central to Plaintiffs’
13 claims, and which is suitable for resolution on a classwide basis.”); *In re ZF-TRW*
14 *ACUs Toyota Prelim. App.*, 2023 WL 6194109, at *12 (predominance satisfied
15 where “Plaintiffs’ claims arise from Defendants’ alleged course of conduct of
16 manufacturing and selling vehicles containing defective ACUs without disclosing
17 the alleged defect”).

18 **b. Class treatment is superior to other available methods**
19 **for the resolution of this case.**

20 Superiority “requires the court to determine whether maintenance of this
21 litigation as a class action is efficient and whether it is fair.” *Wolin*, 617 F.3d at
22 1175-76. Under Rule 23(b)(3), the Court evaluates whether a class action is a
23 superior method to adjudicate a plaintiff’s claims under four factors: “(A) the class
24 members’ interests in individually controlling the prosecution or defense of
25 separate actions; (B) the extent and nature of any litigation concerning the
26 controversy already begun by or against class members; (C) the desirability or
27 undesirability of concentrating the litigation of the claims in the particular forum;
28 and (D) the likely difficulties in managing a class action.” Fed. R. Civ. P. 23(b)(3).

1 Class treatment here is far superior to the litigation of millions of individual
2 consumer actions. *See* ACAC ¶ 542. “From either a judicial or litigant viewpoint,
3 there is no advantage in individual [Class] members controlling the prosecution of
4 separate actions. There would be less litigation or settlement leverage, significantly
5 reduced resources and no greater prospect for recovery.” *Hanlon*, 150 F.3d at 1023;
6 *see also Wolin*, 617 F.3d at 1176 (“Forcing individual vehicle owners to litigate
7 their cases, particularly where common issues predominate for the proposed class,
8 is an inferior method of adjudication.”). Additionally, the damages sought by each
9 Class member (while not insignificant to individuals), are exceedingly small in
10 comparison to the cost of prosecuting individual claims. *See In re ZF-TRW ACUs*
11 *Toyota Prelim. App.*, 2023 WL 6194109, at *13; *see also Smith v. Cardinal*
12 *Logistics Mgmt. Corp.*, No. 07-2104 SC, 2008 WL 4156364, at *11 (N.D. Cal.
13 Sept. 5, 2008) (small interest in individual litigation where damages averaged
14 \$25,000-\$30,000 per year).

15 Class resolution is also superior from an efficiency perspective. Here, “[i]n
16 light of the large number of Class Members and the cost of bringing an individual
17 claim relative to the potential recovery, it would be substantially less efficient for
18 Class Members to pursue their claims on an individual basis than on a classwide
19 basis.” *In re ZF-TRW ACUs Toyota Prelim. App.*, 2023 WL 6194109, at *13.
20 Additionally, although “[n]othing suggests that the management of this action has
21 been, or will be, difficult[,] that the parties have reached a settlement would obviate
22 any potential management issues.” *Id.* Superiority is met, and Rule 23(e)(1)(B)(ii)
23 is satisfied.

24 * * *

25 For all the reasons set forth above, the Hyundai-Kia Plaintiffs respectfully
26 submit that the Court will—after notice is issued and Class member input
27 received—“likely be able to . . . certify the class for purposes of judgment on the
28 proposal.” *See* Fed. R. Civ. P. 23(e)(1)(B).

D. The proposed Class Notice Program provides the best practicable notice and should be approved.

Rule 23(e)(1) requires that before a proposed settlement may be approved, the Court “must direct notice in a reasonable manner to all class members who would be bound by the proposal.” *Id.* “Notice is satisfactory if it ‘generally describes the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and come forward and be heard.’” *Churchill Vill., L.L.C., v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004). For a Rule 23(b)(3) settlement class, the Court must “direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). The best practicable notice is that which is “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950).

The proposed Class Notice Program readily meets these standards. The Parties created the notice plan and content with JND, an experienced firm specializing in notice in complex class action litigation. The program includes a Long Form Notice, Press Release, direct mailed and/or emailed notice, digital notice and internet search campaign, and a comprehensive Settlement website that are each clear and complete, and that meet all the requirements of Rule 23. The Parties’ proposed notices are neutral, written in clear language, eye-catching, and reflect the guidelines published by the Federal Judicial Center (“FJC”).³⁰

The Long Form Notice is designed to explain Class members’ rights and obligations under the Settlement in clear terms. *See In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d at 567 (“[S]ettlement notices must ‘present information about

³⁰ See Fed. Jud. Ctr., *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide* 1, 3 (2010), <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>.

1 a proposed settlement neutrally, simply, and understandably.”); *see also* Keough
2 Decl., Ex. G. It includes an overview of the litigation; an explanation of the
3 Settlement benefits; contact information for Settlement Class Counsel; the address
4 for a comprehensive Settlement website that will house links to all important filings
5 and documents; instructions on how to access the case docket; and detailed
6 instructions on how to participate in, object to, or opt out of the Settlement. The
7 Settlement website will also feature a user-friendly tool for potential Class members
8 to enter their VIN to confirm whether their Subject Vehicle is eligible under the
9 Settlement. Keough Decl., ¶ 42.

10 The principal method to reach Class members will be through direct,
11 individual notice, consisting of email notices where email contact information
12 validated by third-party data sources is available, and mailed notices by U.S. first
13 class mail in the alternative. *Id.* ¶ 15; *see also id.*, Exs. B, C. The email notice
14 conveys the structure of the Settlement and is designed to capture Class members’
15 attention with concise, plain language. The email notice was designed (and will be
16 implemented) to avoid spam filters and to be easily readable across all formats,
17 including mobile. *Id.* ¶¶ 23-25. The mailed notice is similarly structured and
18 provides all basic information about the Settlement and Class members’ rights
19 thereunder. Both mailed and emailed notice direct readers to the Settlement
20 website, where the Long Form Notice is available, for more information. A robust
21 internet notice plan and digital search campaign will complement the direct notice.
22 *Id.* ¶¶ 15, 34. Finally, Class members can find detailed information about the
23 Settlement through a toll-free information line. *Id.* ¶ 45.

24 Ms. Keough expects “the direct notice effort alone to reach virtually all
25 Settlement Class Members” and the “supplemental digital effort, internet search
26 campaign, and distribution of a press release to over 5,000 media outlets . . . will
27 further enhance that reach.” *Id.* ¶¶ 16, 48. This Notice Plan satisfies due process,
28 Rule 23 and comports with all accepted standards. *Id.* ¶ 49.

1 Finally, the Settling Defendants will serve notice in accordance with the
2 requirements of 28 U.S.C. § 1715(b) within 10 days of the filing of this motion. SA
3 § IV.B. The Settlement fully complies with CAFA's substantive requirements
4 because it does not provide for a recovery of coupons (28 U.S.C. § 1712), does not
5 result in a net loss to any Class member (28 U.S.C. § 1713), and does not provide
6 for payment of greater sums to some Class members solely on the basis of
7 geographic proximity to the Court (28 U.S.C. § 1714).

8 **VI. Conclusion**

9 Plaintiffs respectfully request that the Court: (1) determine under Rule
10 23(e)(1) that it is likely to approve the Settlement and certify the Class; (2) direct
11 notice to the Class through the proposed notice program; (3) appoint Co-Lead
12 Counsel and the PSC as Settlement Class Counsel to conduct the necessary steps in
13 the Settlement approval process; (4) appoint the Hyundai and Kia Plaintiffs as
14 Settlement Class Representatives; and (5) schedule the final approval hearing under
15 Rule 23(e)(2) for September 29, 2025.

16 Dated: March 17, 2025

Respectfully submitted,

17 */s/ Roland Tellis*

18 BARON & BUDD, P.C.

19 Roland Tellis (SBN 186269)

20 rtellis@baronbudd.com

David Fernandes (SBN 280944)

21 dfernandes@baronbudd.com

Adam Tamburelli (SBN 301902)

22 atamburelli@baronbudd.com

Shannon Royster (SBN 314126)

23 sroyster@baronbudd.com

15910 Ventura Boulevard, Suite 1600

24 Encino, CA 91436

Telephone: 818-839-2333

25 Facsimile: 818-986-9698

26 LIEFF CABRASER HEIMANN &

27 BERNSTEIN, LLP

David Stellings (pro hac vice)

28 dstellings@lchb.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

John T. Nicolaou (pro hac vice)
jnicolaou@lchb.com
Katherine McBride
kmcbride@lchb.com
250 Hudson Street, 8th Floor
New York, New York 10013-1413
Telephone: 212.355.9500

LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP
Elizabeth J. Cabraser (SBN 83151)
ecabraser@lchb.com
Nimish R. Desai (SBN 244953)
ndesai@lchb.com
Phong-Chau G. Nguyen (SBN 286789)
pgnguyen@lchb.com
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: 415.956.1000

Co-Lead Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that, on March 17, 2025 service of this document was accomplished pursuant to the Court's electronic filing procedures by filing this document through the ECF system.

/s/ David Fernandes
David Fernandes

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Roland Tellis (SBN 186269)
2 rtellis@baronbudd.com
3 BARON & BUDD, P.C.
4 15910 Ventura Boulevard, Suite 1600
5 Encino, CA 91436
6 Telephone: 818.839.2333

7 David Stellings (*pro hac vice*)
8 dstellings@lchb.com
9 LIEFF CABRASER HEIMANN
10 & BERNSTEIN, LLP
11 250 Hudson Street, 8th Floor
12 New York, New York 10013-1413
13 Telephone: 212.355.9500
14 Facsimile: 212.355.9592

15 *Co-Lead Counsel for Plaintiffs*

16
17
18
19
20
21
22
23
24
25
26
27
28
**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

*In re ZF-TRW Airbag Control Units
Products Liability Litigation*

MDL No. 2905

Case No. 2:19-ml-02905-JAK

**JOINT DECLARATION OF
PLAINTIFFS' CO-LEAD COUNSEL IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AND
DIRECTION OF CLASS NOTICE**

DECLARATION OF ROLAND TELLIS AND DAVID STELLINGS

We, Roland Tellis and David Stelling, declare as follows:

1. Roland Tellis is an attorney licensed to practice before this Court and all courts of the State of California. David Stelling is admitted to practice before this Court *pro hac vice*. We are partners in the law firms of Baron & Budd, P.C. and Lieff Cabraser Heimann & Bernstein, LLP, respectively, and were appointed by this Court as Co-Lead Counsel for Plaintiffs in the above-captioned matter. ECF 106.

2. We have personal knowledge of the following facts, and if called as witnesses, we could and would testify competently to them. We make this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and Direction of Class Notice under Fed. R. Civ. P. 23(e).

Litigation and Settlement History

3. Investigating and prosecuting this complex litigation to date has required significant work, effort, and expense over the course of almost six years. Prior to reaching the Settlement with the Hyundai, Kia, and Mobis Defendants (together, the Settling Defendants), Plaintiffs and Settlement Class Counsel conducted a comprehensive factual investigation into the Hyundai-Kia Plaintiffs' allegations, which involve a highly technical automotive safety defect in approximately 3.7 million Hyundai and Kia Subject Vehicles.

4. Plaintiffs' investigation included detailed requests for production, interrogatories, and requests for admission to the Settling Defendants. Plaintiffs also served Hyundai's and Kia's parent companies and Hyundai Mobis with jurisdictional discovery requests and served non-jurisdictional factual discovery on Hyundai's parent company. The Parties met and conferred extensively about this discovery and a variety of other topics, including the Hyundai and Kia Defendants' ESI collection. The Hyundai and Kia Defendants produced, and Plaintiffs reviewed, approximately 246,389 pages of documents relevant to Plaintiffs' claims.

1 5. Plaintiffs have also engaged in extensive discovery with the suppliers
2 of the defective parts in the Subject Vehicles—the ZF-TRW Defendants and the ST
3 Defendants—to develop their understanding of the relevant ACU Defect in the
4 Subject Vehicles and relatedly, their case against the Settling Defendants. To date,
5 the ZF-TRW Defendants have produced more than three million pages of
6 documents, and the ST Defendants have produced over 10,000 additional pages,
7 which provide important insights and technical details on the DS84 ACUs, the
8 DS84 ASICS, the alleged defect therein, and all Defendants’ knowledge of the
9 same.

10 6. Settlement Class Counsel have reviewed and analyzed the extensive
11 set of relevant documents produced by the Hyundai and Kia Defendants, and the
12 relevant materials from the other Defendants, as well materials and information
13 they have obtained through their own investigative efforts, all of which inform
14 Plaintiffs’ understanding of the strengths and weaknesses of their claims against the
15 Settling Defendants. In total, the Defendants have produced well over three million
16 pages of documents relevant to Plaintiffs’ claims and the ACU Defect.

17 7. Co-Lead Counsel and the Settling Defendants’ counsel spent
18 considerable time and resources in arm’s length settlement negotiations for two and
19 a half years (with a temporary pause while the Parties resumed litigation after a
20 breakdown in the negotiations). The Parties participated in multiple in-person
21 meetings, settlement sessions, and numerous telephonic and video discussions
22 under the guidance of the late Court-appointed Settlement Special Master Patrick
23 Juneau until they reached agreement on material terms for a settlement in
24 September 2024.

25 8. The Parties spent the next several months drafting and finalizing the
26 Settlement Agreement and related exhibits now before the Court, including the
27 comprehensive Settlement Class notice program.
28

Settlement Benefits and Anticipated Recovery

9. The Settlement benefits are discussed at length in the accompanying memorandum of points of authorities and in the proposed Long Form Notice, among other places. In short, the Settlement secures a non-reversionary Settlement amount of \$62.1 million, inclusive of commitments, to the benefit of the proposed Hyundai and Kia Settlement Class.

10. All Hyundai and Kia Settlement Class members may submit claims for cash compensation, including: (a) reimbursement for reasonable out-of-pocket expenses incurred to obtain a Recall repair for a Recalled Vehicle, and (b) residual payments of up to \$350 for a Recalled Vehicle and \$150 for an Unrecalled Vehicle. *See* Exhibit 1, Settlement Agreement § III.B, C. The Settlement is non-reversionary—if there are any funds remaining in the Settlement Fund after all valid, complete, and timely claims for out-of-pocket and residual payments and Court-awarded fees and expenses are paid, the Parties anticipate a redistribution of the remaining funds to Hyundai and Kia Settlement Class members unless it is economically infeasible to do so. *Id.* § III.C.2. Any minimal final balance will then be directed *cy pres* subject to Court approval.

11. In addition to the cash compensation, the Settlement also secures valuable and relevant benefits for the Hyundai and Kia Settlement Class in a 10-year extended New Parts Warranty, recall outreach campaign, loaner vehicle program, and innovative inspection program.

Anticipated Request for Attorneys' Fees and Expenses

12. Settlement Class Counsel will move for an award of reasonable attorneys' fees and reimbursement of their litigation expenses for work performed and expenses incurred in furtherance of this litigation. Fed. R. Civ. P. 23(e)(2)(C)(iii). At this time, Settlement Class Counsel anticipate they will ask the Court to award up to 33% of the \$62.1 million Settlement Amount in attorneys'

1 fees and reasonable expenses and include this maximum request in the proposed
2 notice to the Hyundai and Kia Settlement Class.

3 13. Settlement Class Counsel's forthcoming motion for attorneys' fees and
4 expense reimbursement will provide the Court with the rationale and necessary
5 detail to assess the requested fees, expenses, and service awards, along with a
6 lodestar crosscheck. The requested fee is warranted under the facts and history of
7 this case, including the enormous amount of work, effort, and expense Settlement
8 Class Counsel have put into this MDL and reaching a favorable resolution of the
9 Hyundai and Kia Plaintiffs' claims against the Settling Defendants.

10 **Time And Expense Submission**

11 14. This is a large and complex MDL with numerous law firms on both
12 sides of the litigation. As Court-appointed Co-Lead Counsel, we are charged,
13 among other duties, to oversee the work performed and to ensure compliance with
14 the rules and guidelines for work performed and expenses incurred for the common
15 benefit of all Plaintiffs in this MDL, including the Hyundai and Kia Plaintiffs.

16 15. In our capacity as Co-Lead Counsel, we have ensured the reasonable,
17 effective, and efficient prosecution of this litigation, and the Hyundai and Kia
18 Plaintiffs' claims. To that end, we have encouraged the attorneys working on this
19 matter to perform assignments efficiently, including by using the resources and
20 guidance of experienced attorneys on the case. We believe this approach has saved
21 time spent on the litigation overall, with the benefit of insight, guidance, and
22 experience on discrete litigation and strategy issues.

23 16. Pursuant to the Court-entered Common Benefit Order ("CBO"), ECF
24 111, Liaison Counsel, each participating Plaintiff Steering Committee ("PSC") firm,
25 as well as other counsel authorized by Co-Lead Counsel to perform common
26 benefit work, submitted monthly time and expense reports to our firms. The firms
27 and attorneys expressly authorized by Co-Lead Counsel to perform work that may
28

1 be considered for common benefit compensation are collectively referred to as
2 “Participating Counsel” below.

3 17. In advance of the Hyundai and Kia Plaintiffs’ forthcoming motion for
4 attorneys’ fees and expenses and pursuant to the Court’s civil standing orders,
5 attached as **Exhibit A** to this declaration is a spreadsheet that presents a summary
6 of the common benefit work performed by Participating Counsel. The spreadsheet
7 is organized by the 13 specific task categories set forth in the CBO, and lists the
8 law firms, names, positions, number of hours worked, hourly rate, and fees for each
9 of the attorney and staff members who performed common benefit work.

10 18. Attached as **Exhibit B** to this declaration is a spreadsheet that presents
11 the same information as Exhibit A, but organized by attorney/staff member, and
12 includes a grand total of all the fees across all timekeepers and all law firms.

13 19. The CBO imposes limitations on the hourly rates for Participating
14 Counsel of \$895/hour for partners; \$350-\$600/hour for associates; \$415/hour for
15 document review attorneys; and \$175-\$275/hour for paralegals and assistants. ECF
16 111 at 5-6. For many timekeepers, these Court-capped hourly rates fall well below
17 their standard and customary rates. The CBO also imposes limitations on
18 reimbursable expenses. *Id.* at 4-5. Exhibits A and B include the normal hourly rates
19 where available for the attorneys and staff members who performed common
20 benefit work, along with an adjusted rate that applies the capped billing rates from
21 the CBO.

22 20. The data for Exhibits A and B come from the monthly common benefit
23 timekeeping reports that we have received pursuant to the CBO. Collectively, these
24 reports include over 117,717 hours in individual time entries to date. Attorneys and
25 staff at our direction continue to review and audit the recent time submissions to
26 ensure that (a) the work reflected was authorized by Co-Lead Counsel; (b) entries
27 were coded to the appropriate task code; (c) entries were not erroneously submitted;
28 and (d) to exercise reasonable billing judgment in the time submitted, among other

1 critical auditing tasks. We anticipate this process will be complete in the coming
2 weeks.

3 21. Because the audit process is ongoing for the extensive data
4 summarized in Exhibits A and B, these figures are not final, and we anticipate that
5 the data (and in some instances, the currently assigned task code category) may
6 change for the forthcoming motion for attorneys' fees and expenses.

7 **Lodestar Allocated to the Hyundai and Kia Class Claims**

8 22. As described in Exhibits A and B, Plaintiffs' total adjusted lodestar to
9 date (using the capped billing rates) is \$48,283,968.91, which reflects the common
10 benefit work performed at our direction and submitted to date. The total lodestar to
11 date applying each timekeeper's standard hourly rate(s) is \$57,250,561.72, for a
12 reduction of approximately 15.6% (\$8.97 million) from the market-rate fees of
13 participating counsel.

14 23. This "adjusted lodestar" reflects the subtraction of the lodestar
15 previously allocated to the Toyota Settlement (\$11,520,547.22 with capped rates,
16 and \$12,800,004.84 with market rates) and the Mitsubishi Settlement
17 (\$1,418,050.37 with capped rates, and \$1,618,188.94 with market rates) from the
18 current total lodestar figures. For that reason, the total case lodestar reflected in the
19 Exhibits hereto is higher than the adjusted lodestar, because the lodestar data in the
20 Exhibits is comprehensive and includes all data, including the lodestar that was
21 previously attributed to Toyota and Mitsubishi.

22 24. Based on our experience, in complex, multi-defendant litigation like
23 this, in which work is performed to advance multiple claims both collectively and
24 specifically, it is common for counsel to apportion a percentage of the total lodestar
25 attributable to a particular settling defendant, because it is not practicable to
26 disaggregate the common benefit work across each individual defendant. For that
27 reason, we estimate the lodestar attributable to the Hyundai and Plaintiffs' claims
28 herein and used this methodology to arrive at a fee apportionment in the previous

1 settlements with Toyota and Mitsubishi in this litigation and in other MDLs with
2 multiple defendants and claims, including *In re Volkswagen "Clean Diesel"* (N.D.
3 Cal.).

4 25. Based on our professional judgment and our familiarity with the work
5 performed at our direction, we estimate the work fairly and reasonably attributed to
6 efforts that benefited the proposed Hyundai and Kia Settlement Class and the
7 prosecution of their claims as follows: from the total, 65% of Counsel's efforts to
8 the six Vehicle Manufacturer groups, and the remaining 35% to the supplier
9 Defendants (ZF and STMicro), recognizing that much of the work for the suppliers
10 also advances the claims against the Vehicle Manufacturers, and that settlements
11 with two of five Vehicle Manufacturer groups to date mean that the relative time
12 and efforts dedicated to the Suppliers have and will increase over time as the
13 litigation proceeds (resulting here in a modest adjustment to the prior allocation of
14 70% of time to the vehicle manufacturers in the previous two settlements).

15 26. Within the amount allotted to the Vehicle Manufacturer Defendants,
16 we estimate approximately 30% of that work is reasonably assigned to the Settling
17 Defendants. This apportionment is supported by (a) the size and scale of the
18 Hyundai and Kia Settlement Class, which cover approximately 3.7 of the 15 million
19 Class Vehicles at issue in this MDL; (b) efforts in responding to the Settling
20 Defendants' and the other Defendants' two rounds of pleading challenges to the
21 Complaints; (c) the discovery, investigative and expert work that developed and
22 advanced the Hyundai and Kia Plaintiffs' claims to this favorable resolution; and
23 (d) the focused time and efforts to negotiate the proposed Settlement terms with the
24 Settling Defendants over the course of more than two and a half years.

25 27. In addition to the extensive common benefit work performed to date,
26 significantly more work will be required to (1) obtain final approval of the
27 Settlement; (2) protect the Settlement on appeal (if any appeals are lodged); and (3)
28 oversee and help implement the Settlement over the 1.5 years-long Claims Period,

1 which will include, among other things, assisting with claims and responding to
2 inquiries from Hyundai and Kia Settlement Class members who owned or leased
3 one of the approximately 3.7 million Subject Vehicles. We therefore anticipate that
4 Plaintiffs' Counsel will incur no less than \$425,000 in lodestar (approximately 650
5 hours¹) to finalize, protect, and implement the Settlement.

6 28. Based on the above, the estimated lodestar at issue for purposes of the
7 forthcoming attorneys' fee request, using the applicable CBO rate caps, will be
8 approximately \$9,415,373.94 (subject to adjustments from auditing as described
9 herein). Including the anticipated future work to implement and protect the
10 Settlement, the lodestar attributable to the Settlement is expected to be
11 \$9,840,373.94.

12 29. With respect to the maximum fees request of up to \$20,493,033.30
13 including expenses,² this yields a reasonable multiplier of approximately 2.13
14 without future fees, and 2.04 with future fees included.

15 **Settlement Class Counsel's Billing Rates Are Reasonable**

16 30. Settlement Class Counsel are highly skilled practitioners with
17 significant experience litigating complex class actions, including automotive defect
18 class actions. As such, and as will be further supported in the motion for attorneys'
19 fees, the capped billing rates identified above are reasonable, and indeed, a material
20 reduction from the standard hourly rates used by many of the attorneys working on
21 this matter. *See, e.g., In re ZF-TRW ACUs Toyota Prelim. App.*, 2023 WL 6194109,
22 at *22-23; *In re ZF-TRW ACUs Toyota Final App.*, 2023 WL 9227002, at *16 (this
23 Court recently approving the hourly rates fixed in the CBO, based on precedent and

24 _____
25 ¹ For this exercise, we used an estimated blended average rate of \$650, assuming a
26 distribution of partner and associate work on the kinds of tasks to come and will
27 revise these numbers with updated data in their attorneys' fees motion.

28 ² Settlement Class Counsel will also seek reimbursement of up to \$400,000 in
litigation expenses, for reasonable costs that have (and will be) incurred to advance
Plaintiffs' claims pursuant to the terms and limitations from the CBO.

1 recent data from the Real Rate Report for the Los Angeles market); ECF No. 983 at
2 23.

3 **The Settlement Class Representatives**

4 31. Based on our significant experience in complex consumer class action
5 litigation and observations during this case, it is our professional opinion that each
6 of the Hyundai and Kia Plaintiffs willingly, constructively, and effectively
7 contributed to the prosecution of the claims on behalf of the Settlement Class.

8 32. The Hyundai and Kia Plaintiffs have actively participated in this
9 litigation and will continue to vigorously protect Class interests, as they have
10 throughout this litigation. The Hyundai and Kia Plaintiffs understand their duties as
11 Settlement Class Representatives and have agreed to consider the interests of absent
12 Settlement Class members. They have reviewed and uniformly endorsed the
13 Settlement terms and have no interests that would conflict with the interests of the
14 Settlement Class members. Each Representative has also expressed their continued
15 willingness to protect the Settlement Class until the Settlement is approved and its
16 administration completed.

17 33. Over the past six years, each Hyundai and Kia Plaintiff devoted
18 significant time to serve the interests of the Settlement Class, by, among other
19 things: providing extensive factual information to assist counsel with drafting the
20 complaints; regularly communicating with counsel to stay abreast of developments
21 in this litigation; searching for relevant and responsive materials about their Subject
22 Vehicles, and providing those materials to counsel for production in discovery;
23 conferring with counsel to prepare and finalize detailed responses to
24 Interrogatories; working with counsel to review and evaluate the terms of the
25 proposed Settlement Agreement; and expressing their continued willingness to
26 protect the Class until the Settlement is approved and its administration completed.

27 34. Considering the extensive efforts required to prosecute this case and
28 serve the Settlement Class, we estimate that each Hyundai and Kia Plaintiff spent at

1 least 30 hours on the litigation. For their longstanding commitment and
2 contributions to the case, we submit these individuals have earned the moderate
3 service awards (\$2,500) to be requested in the forthcoming motion.

4 * * *

5 We declare under penalty of perjury under the laws of the State of California
6 that the foregoing is true and correct. Executed this 17th day of March 2025 at
7 Encino, California by Roland Tellis and at New York, New York by David
8 Stellings.

9 /s/ Roland Tellis

10 Roland Tellis

11 /s/ David Stellings

12 David Stellings
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ATTACHMENT 1

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

***In re ZF-TRW Airbag Control Units
Products Liability Litigation***

Case No. 2:19-ml-02905-JAK-JPR

ALL ACTIONS AGAINST THE
HYUNDAI AND KIA DEFENDANTS

SETTLEMENT AGREEMENT

TABLE OF CONTENTS

	<u>Page</u>
I. PROCEDURAL HISTORY	4
II. DEFINITIONS.....	7
III. SETTLEMENT RELIEF	15
IV. NOTICE TO THE CLASS	23
V. REQUESTS FOR EXCLUSION.....	26
VI. OBJECTIONS TO SETTLEMENT	26
VII. RELEASE AND WAIVER	28
VIII. ATTORNEYS’ FEES AND EXPENSES AND INDIVIDUAL PLAINTIFF AWARDS	32
IX. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER, FINAL JUDGMENT AND RELATED ORDERS	33
X. MODIFICATION OR TERMINATION OF THIS AGREEMENT	35
XI. GENERAL MATTERS AND RESERVATIONS.....	37

TABLE OF EXHIBITS

<u>Document</u>	<u>Exhibit Number</u>
List of Actions in the MDL.....	1
List of Subject Vehicles	2
Settlement Inspection Program Protocol	3

WHEREAS, Settlement Class Counsel (all terms defined below) and other counsel who have appeared in these Actions, have conducted substantial discovery, have investigated the facts and underlying events relating to the subject matter of the claims, have carefully analyzed the applicable legal principles, and have concluded, based upon their investigation, and taking into account the risks, uncertainties, burdens, and costs of further prosecution of their claims, and taking into account the substantial benefits to be received pursuant to this Agreement as set forth below, that a resolution and compromise on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Hyundai and Kia Plaintiffs and the Class;

WHEREAS, as a result of extensive arm's-length negotiations, including numerous mediation sessions between Co-Lead Counsel and Counsel for the Hyundai and Kia Defendants before the court-appointed Settlement Special Master, the Hyundai and Kia Plaintiffs, Co-Lead Counsel on behalf of Settlement Class Counsel, and the Settling Defendants have entered into this Agreement, which will resolve all economic loss claims and any and all economic loss controversies against the Settling Defendants that were or could have been alleged in the Actions;

WHEREAS, the Settling Defendants, for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the claims, and for the purpose of resolving all non-personal injury claims and controversies that were or could have been asserted by the Hyundai and Kia Plaintiffs and the Class, for good and valuable consideration, and without any admission of liability or wrongdoing, desire to enter into this Agreement;

WHEREAS, Co-Lead Counsel represent and warrant that they are fully authorized to enter into this Agreement on behalf of the Hyundai and Kia Plaintiffs, the Class, and Settlement Class Counsel, and that the Hyundai and Kia Plaintiffs support and have no objection to this Agreement; and

WHEREAS, it is agreed that this Agreement shall not be deemed or construed to be an admission, concession, or evidence of any violation of any federal, state, or local statute, regulation, rule, or other law, or principle of common law or equity, or of any liability or wrongdoing whatsoever, by the Settling Defendants or any of the Released Parties, or of the truth or legal or factual validity or viability of any of the claims the Hyundai and Kia Plaintiffs have or could have asserted, which claims and all liability therefore are expressly denied;

NOW, THEREFORE, without any admission or concession by the Hyundai and Kia Plaintiffs or Settlement Class Counsel of any lack of merit to their allegations and claims, and without any admission or concession by the Settling Defendants of any liability or wrongdoing or lack of merit in their defenses, in consideration of the mutual covenants and terms contained herein, and subject to the final approval of the Court, the Hyundai and Kia Plaintiffs, Co-Lead Counsel on behalf of Settlement Class Counsel, and the Settling Defendants agree as follows:

I. PROCEDURAL HISTORY

A. This litigation is part of a multi-district litigation established and transferred to this Court on August 8, 2019. The MDL concerns airbag control units and component parts that are allegedly defective because they are vulnerable to an electrical overstress condition which can result in the malfunction of the passenger safety system, including failure of airbags in a vehicle to deploy during a collision.

B. On May 26, 2020, Plaintiffs filed a Consolidated Class Action Complaint. This complaint named 66 plaintiffs from 29 different states. Plaintiffs asserted various RICO, fraud, breach-of-warranty, and statutory consumer-protection claims against Hyundai Motor Company, Hyundai Motor America, Kia Corporation, and Kia America, Inc. (collectively, “Hyundai and Kia” and/or “Hyundai and Kia Defendants”) and against Hyundai Mobis Co., Ltd. and Mobis Parts America, LLC (collectively, “Mobis Defendants”).

C. On July 27, 2020, the Hyundai and Kia Defendants filed a motion to dismiss. (Dkt. 219). Plaintiffs opposed the motion on September 25, 2020 (Dkt. 285) and the Hyundai and Kia Defendants replied on November 9, 2020 (Dkt. 303).

D. On July 27, 2020, the Mobis Defendants filed a motion to dismiss. (Dkt. 220). Plaintiffs opposed the motion on September 25, 2020 (Dkt. 286) and the Mobis Defendants replied on November 9, 2020 (Dkt. 298).

E. In addition to their individual motions, the Settling Defendants joined in the joint motion to dismiss filed on behalf of all Defendants, ZF Active Safety and Electronics US LLC, ZF Passive Safety Systems US Inc., ZF Automotive US Inc., ZF TRW Automotive Holdings Corp., ZF North America, Inc., ZF Friedrichshafen AG, ZF Holdings B.V., STMicroelectronics, Inc., STMicroelectronics N.V., STMicroelectronics International N.V., American Honda Motor Co., Inc., Honda of America Mfg., Inc. and Honda R&D Americas, Inc., Mitsubishi Motors North America, Inc., Hyundai Motor America, Kia America, Inc, Hyundai Mobis Co., Ltd., Mobis Parts America, LLC, FCA US LLC, Fiat Chrysler Automobiles N.V., Toyota Motor North America, Inc., Toyota Motor Sales, U.S.A., and Toyota Motor Engineering & Manufacturing North America, Inc. (collectively, “Defendants”) on July 27, 2020. (Dkt. 208). Plaintiffs opposed the joint motion on September 25, 2020 (Dkt. 281) and the aforementioned Defendants replied on November 9, 2020 (Dkt. 299).

F. The Court heard the motions to dismiss on January 25, 2021 and granted in part and denied in part the Hyundai and Kia Defendants’ motion, the Mobis Defendants’ motion, the joint motion, and the other OEM’s motions to dismiss on February 9, 2022. (Dkt. 396).

G. On May 26, 2022, Plaintiffs filed an Amended Consolidated Class Action Complaint (“ACCAC”), which is the operative pleading for Plaintiffs’ claims. (Dkt. 477). The ACCAC names 53 plaintiffs from 23 different states. The Hyundai and Kia Plaintiffs bought their vehicles in twelve

states: California, Florida, Illinois, Indiana, Maryland, Massachusetts, Michigan, Minnesota, Missouri, New Jersey, Pennsylvania, and Texas. The Hyundai and Kia Plaintiffs assert various RICO, fraud, breach-of-warranty, unjust enrichment, and statutory consumer-protection claims against the Settling Defendants. In light of the Court's ruling on the Mobis Defendants' motion to dismiss (Dkt. 396), including in particular the dismissal of all claims against Mobis Parts America, LLC, the ACCAC asserts claims against Hyundai Motor Company, Hyundai Motor America, Kia Corporation, Kia America, Inc., and Hyundai Mobis Co., Ltd. Mobis Parts America, LLC is no longer a party to the case, but is included as a party to this Settlement Agreement.

H. On June 7, 2022, the Court appointed Patrick A. Juneau as Settlement Special Master. (Dkt. 493.)

I. On August 2, 2022, Hyundai Mobis Co., Ltd. filed a motion to dismiss the ACCAC. (Dkt. 529.) Plaintiffs opposed the motion on October 11, 2022 (Dkt. 585) and Hyundai Mobis Co., Ltd. replied on November 16, 2022 (Dkt. 610).

J. On April 7, 2023, the Hyundai and Kia Defendants filed a motion to dismiss the ACCAC. (Dkt. 682.) Plaintiffs opposed the motion on June 6, 2023 (Dkt. 718) and the Hyundai and Kia Defendants replied on July 21, 2023 (Dkt. 755).

K. In addition to their individual motions, the Hyundai and Kia Defendants and Hyundai Mobis Co., Ltd. joined in the joint motion to dismiss filed on behalf of all Defendants on August 2, 2022. (Dkt. 530.) Plaintiffs opposed the joint motion on October 11, 2022 (Dkt. 581) and Defendants replied on November 16, 2022 (Dkt. 612).

L. Further to the mediation process outlined above, Co-Lead Counsel and counsel for the Hyundai and Kia Defendants negotiated with the assistance of the Settlement Special Master; these settlement discussions have culminated in this Settlement Agreement.

M. Settlement Class Counsel has conducted an extensive investigation regarding the facts and the law relevant to the claims and defenses against the Settling Defendants in this case. Discovery in this litigation has included multiple sets of document demands and requests for production, interrogatories, and requests for admissions, as well as confirmatory discovery. In total, the Hyundai and Kia Defendants have produced a substantial number of documents, including confidential highly technical materials regarding the Subject Vehicles. Settlement Class Counsel have reviewed and analyzed the documents produced by the Hyundai and Kia Defendants, as well as tens of thousands of relevant documents produced by the supplier defendants regarding the ZF ACUs installed in the Subject Vehicles.

II. **DEFINITIONS**

A. As used in this Agreement and the attached exhibits (which are an integral part of this Agreement and are incorporated in their entirety by reference), the following terms have the following meanings, unless this Agreement specifically provides otherwise:

1. “Action” or “Actions” means all actions asserting fraud, economic loss, warranty claims, RICO, and other violations of state and federal law, that are consolidated for pretrial proceedings in the United States District Court for the Central District of California in *In re ZF-TRW Airbag Control Units Products Liability Litigation*, Case No. 2:19-ml-02905-JAK-JPR (“MDL”), which are listed in Exhibit 1 hereto, or that may be consolidated into the MDL prior to the entry of the Final Approval Order.

2. “Agreement” or “Settlement Agreement” means this Settlement Agreement and the exhibits attached hereto or incorporated herein, including any subsequent amendments and any exhibits to such amendments, which are the settlement (“Settlement”).

3. “Attorneys’ Fees and Expenses” means such funds as may be awarded by the Court to compensate Settlement Class Counsel and other attorneys representing Plaintiffs in this

Action who have, at the direction of Co-Lead Counsel, assisted in conferring the benefits upon the Class under this Settlement for their fees and expenses in connection with the Settlement, as described in Section VIII of this Agreement.

4. “Claims Period” means the time period in which Class Members may submit a Registration/Claim Form to the Settlement Special Administrator for review. The Claims Period shall run as follows: Class Members shall have eighteen (18) months from the date of the Final Approval Order to submit a Registration/Claim Form.

5. “Claims Process” means the process for submitting, reviewing, and paying claims as described in this Agreement, and as further determined by the Settlement Special Administrator.

6. “Claims Review Protocol” means the protocol developed by the Settlement Special Administrator, with the Parties’ joint input, that is consistent with this Agreement and compatible with Hyundai’s and Kia’s management of consumer affairs inquiries, and that will be used to reimburse eligible Class Members for reasonable out-of-pocket expenses (as defined in Section III.B.3) and/or reasonable rental car expenses (as defined in Section III.H.1) directly related to the Recall through a claim submission process.

7. “Class” means, for settlement purposes only: all persons or entities who or which, on the date of the Preliminary Approval Order, own or lease, or previously owned or leased, Subject Vehicles distributed for sale or lease in the United States or any of its territories or possessions. Excluded from this Class are: (a) Hyundai and Kia, their officers, directors, employees, and outside counsel; their affiliates and affiliates’ officers, directors, and employees; their distributors and distributors’ officers and directors; and Hyundai’s and Kia’s Dealers and their officers and directors; (b) the Mobis Defendants, their officers, directors employees, and outside counsel, and their affiliates and affiliates’ officers, directors, and employees; (c) Settlement Class Counsel, Plaintiffs’ counsel, and

their employees; (d) judicial officers and their immediate family members and associated court staff assigned to this case; (e) all persons or entities who previously released their economic loss claims with respect to the issues raised in the Action in an individual settlement with Hyundai and Kia, with the Mobis Defendants, or with any of them; and (f) persons or entities who or which timely and properly exclude themselves from the Class.

8. “Class Member” means a member of the Class.

9. “Class Notice Program” means the program and components to disseminate notice to the Class as described in Section IV.

10. “Co-Lead Counsel” means Roland Tellis of Baron & Budd, P.C. and David Stellings of Lieff Cabraser Heimann & Bernstein, LLP.

11. “Court” means Judge John A. Kronstadt of the United States District Court for the Central District of California.

12. “Effective Date” means the latest date on which the Final Approval Order and Final Judgment approving this Agreement become final. For purposes of this Agreement:

(a) if no appeal has been taken from the Final Approval Order and Final Judgment, “Effective Date” means the date on which the time to appeal therefrom has expired; or

(b) if an appeal has been taken from the Final Approval Order or Final Judgment, “Effective Date” means the date on which all appeals therefrom, including petitions for rehearing or reargument, petitions for rehearing en banc, and petitions for a writ of certiorari to the Supreme Court of the United States, or any other form of review, have been finally disposed of in a manner that affirms the Final Approval Order or Final Judgment; or

(c) if Co-Lead Counsel, Hyundai and Kia, and the Mobis Defendants agree in writing, the “Effective Date” can occur on any other agreed date.

13. “Effective Residual Distribution Date” means the date agreed upon by the Parties and in consultation with the Settlement Special Master, upon which the final distribution from the Settlement Fund can begin to be made.

14. “Escrow Account” means the custodial or investment account administered by the Escrow Agent and the Settlement Special Administrator in which the funds to be deposited will be held, invested, administered, and disbursed pursuant to this Agreement.

15. “Escrow Agent” means the entity that will address and hold for distribution the funds identified in this Agreement pursuant to the terms of an Escrow Agreement. Plaintiffs and the Settling Defendants agree that Citi Private Bank shall serve as Escrow Agent, subject to approval by the Court.

16. “Escrow Agreement” means an agreement by and among Co-Lead Counsel, the Settling Defendants, and the Escrow Agent with respect to the escrow of the funds to be deposited into the Escrow Account pursuant to this Agreement, which agreement, among other things, shall specify the manner in which the Settlement Special Administrator shall direct and control, in consultation with Co-Lead Counsel and the Settling Defendants, the disbursement of funds in the Qualified Settlement Funds.

17. “Excluded Parties” means: other than the Released Parties, all other defendants named in the Actions and each of their past, present, and future parents, predecessors, successors, spin-offs, assigns, distributors, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, affiliates, officers, directors, employees, associates, dealers, agents and related companies.

18. “New Parts Warranty” means the new parts warranty discussed in Section III.F.

19. “Fairness Hearing” means the hearing at which the Court will determine whether to finally approve this Agreement as fair, reasonable, and adequate.

20. “Final Approval Order” means the Court’s order approving the Settlement and this Agreement, as described in Section IX of this Agreement.

21. “Final Judgment” means the Court’s final judgment as described in Section IX of this Agreement.

22. “Future Rental Car Reimbursement, Loaner Vehicle, and Outreach Program” means the program set forth in Section III.H of this Agreement.

23. “Hyundai and Kia” means Hyundai Motor Company, Hyundai Motor America, Kia Corporation, and Kia America, Inc.

24. “Hyundai’s and Kia’s Counsel” means Lance A. Etcheverry of Skadden, Arps, Slate, Meagher & Flom LLP.

25. “Hyundai and Kia Dealers” means authorized Hyundai or Kia dealers in the United States and all of its territories and possessions.

26. “Long Form Notice” means the detailed written notice describing the Settlement that will be made available to Class Members through the Class Notice Program.

27. “Mobis’s Counsel” means Matthew A. Goldberg of DLA Piper LLP (US).

28. “Motion for Preliminary Approval” means the motion filed pursuant to Rule 23(e)(1) of the Federal Rules of Civil Procedure, as described in Section IX of this Agreement.

29. “Out-of-Pocket Claims Process” means the process discussed in Section III.B of this Agreement.

30. “Outreach Program” means the program discussed in Section III.G. of this Agreement.

31. “Parties” means Plaintiffs, Hyundai and Kia, and the Mobis Defendants.

32. “Plaintiffs” means Larae Angel, Bobbi Jo Birk-LaBarge, John Colbert, Brian Collins, Gerson Damens, Bonnie Dellatorre, Dylan DeMoranville, Joseph Fuller, Tina Fuller,

Lawrence Graziano, Michael Hernandez, Kinyata Jones, Diana King, Richard Kintzel, Carl Paul Maurilus, Kenneth Ogorek, Burton Reckles, Dan Sutterfield, Amanda Swanson, and Lore Van Houten.

33. “Preliminary Approval Order” means the order entered by the Court preliminarily approving the Settlement, as outlined in Section IX of this Agreement.

34. “Recalls” means NHTSA Recall No. 18v-137 and NHTSA Recall No. 18v-363.

35. “Recalled Vehicles” means all Subject Vehicles that are subject to a Recall as listed in Exhibit 2.

36. “Registration/Claim Form” means the form for Class Members to submit claims for compensation and/or register for a potential Residual Distribution.

37. “Release” means the release and waiver set forth in Section VII of this Agreement and in the Final Approval Order and Final Judgment.

38. “Released Parties” or “Released Party” means the Settling Defendants, and each of their past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, including the Hyundai and Kia Dealers, representatives, suppliers, vendors, advertisers, marketers, service providers, distributors and subdistributors, repairers, agents, attorneys, insurers, administrators, and advisors. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name herein. Notwithstanding the foregoing, “Released Parties” does not include the Excluded Parties.

39. “Remedy” or “Recall Remedy” means the repair and/or countermeasures performed to address the Recall on the Recalled Vehicles.

40. “Residual Distribution” means the distribution process for remaining funds, as discussed in Section III.C of this Agreement.

41. “Settlement Amount” means the total sum of \$62,100,100.90. The Settlement Amount includes the \$10,000,000.00 credit set forth in Section III.H.3 and the \$3,500,000 budget set forth in Section III.G.

42. “Settlement Class Counsel” means, collectively, Baron & Budd, P.C. and Lieff Cabraser Heimann & Bernstein, LLP (collectively, Co-Lead Counsel, as defined above); Ahdoot & Wolfson, PC, Beasley, Allen, Crow, Methvin, Portis & Miles, P.C., Bleichmar Fonti & Auld LLP, Boies, Schiller & Flexner L.L.P., Casey Gerry Schenk Francavilla Blatt & Penfield, LLP, DiCello Levitt Gutzler LLC, Gibbs Law Group LLP, Keller Rohrback L.L.P., Kessler Topaz Meltzer and Check LLP, Podhurst Orseck, P.A., Pritzker Levine LLP, Robbins Geller Rudman & Dowd LLP, and Robins Kaplan LLP (collectively, Court-ordered Plaintiffs’ Steering Committee and Liaison Counsel) on behalf of the Plaintiffs in the MDL.

43. “Settlement Fund” means the payments made by the Settling Defendants, in accordance with the schedule set forth in Section III.A below, which are to be used pursuant to the terms of this Agreement.

44. “Settlement Inspection Program” means the program set forth in Section III.E of this Agreement.

45. “Settlement Notice” means the individual notice sent to Class Members by the Settlement Notice Administrator.

46. “Settlement Notice Administrator” means the third-party agent or administrator agreed to by Plaintiffs and the Settling Defendants and appointed by the Court to implement and consult on the Class Notice Program. Plaintiffs and the Settling Defendants agree that JND Legal Administration shall serve as Settlement Notice Administrator, subject to approval by the Court.

47. “Settlement Special Administrator” means the third-party administrator agreed to by Plaintiffs and the Settling Defendants and appointed by the Court to oversee and administer the

Settlement Fund, subject to the limits provided in this Agreement. Plaintiffs and the Settling Defendants agree that Patrick J. Hron shall serve as Settlement Special Administrator, subject to approval by the Court.

48. “Settlement Special Master” means Patrick A. Juneau, who was appointed by the Court to serve in this role on June 7, 2022.

49. “Settling Defendants” means the Hyundai and Kia Defendants and the Mobis Defendants.

50. “Subject Vehicles” means those Hyundai and Kia vehicles listed on Exhibit 2 that contain or contained ZF-TRW ACUs and were distributed for sale or lease in the United States or any of its territories or possessions.

51. “Tax Administrator” means the third-party administrator agreed to by Plaintiffs and the Settling Defendants and appointed by the Court to oversee and administer the tax preparation, filing, and related requirements of the Settlement Fund, subject to the limits provided in this Agreement. Plaintiffs and the Settling Defendants agree that Miller Kaplan Arase LLP shall serve as Tax Administrator, subject to approval by the Court.

52. “Unrecalled Vehicles” means all Subject Vehicles that are not subject to the Recalls, but that contain a ZF-TRW ACU, as listed in Exhibit 2.

53. “ZF-TRW” means ZF Active Safety and Electronics US LLC, ZF Passive Safety Systems US Inc, ZF Automotive US Inc., ZF TRW Automotive Holdings Corp., ZF Friedrichshafen AG, and their predecessors, affiliates, and related entities involved in the design, testing, manufacture, sale and distribution of ZF-TRW ACUs.

54. “ZF-TRW ACUs” means all airbag control units manufactured and sold by ZF-TRW, or manufactured and sold pursuant to ZF-TRW’s designs, with a DS84 application-specific integrated circuit (“ASIC”) installed in Subject Vehicles.

B. Other capitalized terms used in this Agreement but not defined in this Section II shall have the meanings ascribed to them elsewhere in this Agreement.

C. The terms “he” or “she” and “his” or “her” include “it” or “its” where applicable.

III. SETTLEMENT RELIEF

In consideration for the dismissal of the Actions against the Settling Defendants with prejudice, as contemplated in this Agreement, and for the full and complete Release, Final Approval Order, and Final Judgment provided below, Hyundai and Kia and/or the Mobis Defendants agree to provide the following:

A. Qualified Settlement Fund

1. The Parties, through their respective counsel, shall establish a Qualified Settlement Fund (“QSF”), pursuant to Internal Revenue Code § 468B and the Regulations issued pursuant thereto, with the Settlement Fund to be held by the Escrow Agent. The name of the QSF shall be “Hyundai and Kia ACU Class Action Settlement QSF.” All payments to be made by the Settling Defendants pursuant to this Agreement shall be made by wire transfer into an Escrow Account, established and controlled consistent with and pursuant to an Escrow Agreement with the Escrow Agent. Unless directed otherwise by Co-Lead Counsel, the Escrow Agent shall invest the payments in a money market mutual fund, money market deposit account, a demand deposit account, and/or a similar account, with a stated preference for investments in conservative financial instruments, including, but not limited to, short-term United States Agency or Treasury Securities. The account shall collect and reinvest any and all interest accrued thereon, if applicable, unless costs and fees and/or interest rates are such that they would effectively preclude investment in interest-bearing instruments as defined herein. All: (a) taxes on the income of the Escrow Account; and (b) expenses and costs incurred with taxes paid from the Escrow Account (including, without limitation, expenses

of tax attorneys, accountants, and the Tax Administrator) (collectively, “Taxes”) shall be timely paid out of the Escrow Account without prior Order of the Court.

2. The Parties agree that the Tax Administrator, with the assistance of the Escrow Agent, shall be responsible for filing tax returns for the QSF and paying from the Escrow Account any Taxes owed with respect to the QSF. The Parties agree that the Escrow Account shall be treated as a QSF from the earliest date possible, and agree to any relation-back election required to treat the Escrow Account as a QSF from the earliest date possible. The Escrow Account shall be initially comprised of one fund which shall be a single QSF.

3. Certain notice and settlement administration costs will be accrued prior to final approval of the Settlement. The Settling Defendants agree to contribute the sum of \$5,000,000 into the Escrow Account by no later than thirty (30) days after the Preliminary Approval Order, from which the Settlement Administrator shall pay notice and settlement administration costs as they are accrued prior to final approval of the Settlement. The Settling Defendants also agree to deposit into the QSF \$43,600,100.90 no later than fourteen (14) days following entry of the Final Approval Order to fund the Settlement Fund. If the Court does not grant final approval to the Settlement, all funds remaining in the Escrow Account and the QSF shall revert to the Settling Defendants, and any such funds paid into the QSF and not returned to the Settling Defendants will be credited towards any eventual settlement that may be approved. The Settlement Fund shall be used for the following purposes, as further described in this Agreement: (a) to pay valid and approved claims submitted by eligible Class Members to the Out-of-Pocket Claims Process; (b) to pay notice and related costs; (c) to pay for settlement and claims administration, including expenses associated with the Settlement Special Administrator and his consultants, taxes, fees, and related costs; (d) to make residual cash payments to Class Members pursuant to Section III.C of this Agreement; (e) to pay Settlement Class Counsel’s fees and expenses as the Court awards; (f) to make service award payments to individual Plaintiffs;

and (g) to pay Taxes. The Settlement Fund may also be utilized for additional outreach and notice costs that the Parties jointly agree, after consulting with the Settlement Special Master, is necessary in furtherance of the terms of this Settlement. In no event shall the Settling Defendants be required to pay any amount more than \$48,600,100.90 into the QSF and the Escrow Account, unless Section III.G.4, below applies. Amounts sufficient to pay for the costs set forth in subparts (a) and (b) and (d) through (g) above shall be paid from the QSF as directed by the Settlement Special Administrator, with notice to Co-Lead Counsel and the Settling Defendants. Amounts sufficient to pay for the costs set forth in subpart (c) above shall be paid from the QSF as directed by Co-Lead Counsel and the Settling Defendants. In the event notice costs as set forth in subpart (b) above are required to be paid in advance of the QSF being funded, those costs will be paid from the Escrow Account.

4. After the Court enters the Preliminary Approval Order, Hyundai and Kia, at their sole discretion, may, after consultation with Co-Lead Counsel, implement the benefits set forth in Sections III.E, F and H, in advance of final approval (with respect to Sections III.E and F) or the occurrence of the Effective Date (with respect to Section III.H).

B. Out-of-Pocket Claims Process

1. The Out-of-Pocket Claims Process shall be used to pay for Class Members' reasonable out-of-pocket expenses related to the Recalls, unless and until the balance of the Settlement Fund falls below \$10,000,000.00. Should Unrecalled Vehicles be subject to a Recall before the Claims Period expires, this Section III.B shall also apply to such Unrecalled Vehicles.

2. In consultation with Co-Lead Counsel and Hyundai and Kia, the Settlement Special Administrator shall oversee the administration of the Out-of-Pocket Claims Process, including, but not limited to, the eligibility of claims for reimbursement. The types of eligible reimbursable costs shall be included in the Registration/Claim Form.

3. Plaintiffs and Hyundai and Kia agree that the following types of reasonable expenses, documented to the extent reasonable and practicable, may be reimbursed: (a) reasonable unreimbursed rental car expenses for a rental car that is of a type that is comparable to the Class Member's Recalled Vehicle (including the rental car reimbursement set forth in Section III.H.1) and transportation expenses, while awaiting completion of the Recall Remedy from a Hyundai and Kia Dealer, for a reasonable time that correlates with the time during which the Recall Remedy is being performed; (b) reasonable towing charges to a Hyundai and Kia Dealer for completion of the Recall Remedy; (c) reasonable childcare expenses incurred during the time in which the Recall Remedy is being performed on the Subject Vehicle by the Hyundai and Kia Dealer; (d) reasonable unreimbursed out-of-pocket costs associated with repairing ZF-TRW ACUs; and (e) reasonable lost wages resulting from lost time from work directly associated with the drop off and/or pickup of a Class Member's Recalled Vehicle to/from a Hyundai and Kia Dealer for performance of the Recall Remedy. The Settlement Special Administrator may not use any funds from the Out-of-Pocket Claims Process for payments to Class Members due to vehicle damage, property damage, or personal injury allegedly from the deployment or non-deployment of an airbag in connection with a ZF-TRW ACU.

4. Pursuant to the Settlement Special Administrator's Claims Review Protocol, Class Members who have submitted timely and fully completed Registration/Claim Forms and: (a) are determined to be eligible to receive reimbursement for reasonable out-of-pocket expenses, shall be reimbursed for these reasonable out-of-pocket expenses; or (b) have been either determined not to be eligible to receive reimbursement for claimed out-of-pocket expenses or only registered for a residual payment, shall be placed into a group of Class Members that may be eligible to receive funds from the Residual Distribution pursuant to the terms of Section C, below.

5. Reimbursements to eligible Class Members who have completed and submitted a Registration/Claim Form for out-of-pocket expenses shall be made after the Effective Date. Class

Members who were previously reimbursed for out-of-pocket expenses related to the Recalls by Hyundai or Kia shall not be eligible for duplicate compensation.

6. Class Members may submit one claim for out-of-pocket expenses for each Recall Remedy performed on each Recalled Vehicle they own(ed) or lease(d). For example, a Class Member with two Recalled Vehicles may submit claims for each vehicle, but the claims for the unreimbursed expenses shall not be duplicative. The Settlement Special Administrator shall coordinate closely with Co-Lead Counsel and Hyundai and Kia regarding the claims process. Ultimately, however, the Settlement Special Administrator's decisions regarding claims for reimbursement of out-of-pocket expenses submitted by Class Members shall be final and not appealable.

C. Residual Distribution

1. The funds that remain after all out-of-pocket expense payments and all other payments listed in Section III.A.3 have been made shall be distributed on a *per capita* basis to all Class Members who submitted out-of-pocket claims and to all Class Members who registered for a residual payment only. Residual payments shall be up to \$350.00 for Recalled Vehicles and \$150.00 for Unrecalled Vehicles unless Plaintiffs and Hyundai and Kia agree to higher caps and jointly recommend the higher amount to the Settlement Special Administrator for approval.

2. If there are any funds remaining in the Settlement Fund after making the payments described in Section III.C.1, and if it is not feasible and/or economically reasonable to distribute the remaining funds to Class Members who submitted claims and/or registered, then the balance shall be distributed *cy pres*, subject to the agreement of the Parties, through their respective counsel, and Court approval.

3. Any Class Member who submits a claim that the Settlement Special Administrator determines is fraudulent shall not receive any payment from the Settlement Fund. After

consultation with Co-Lead Counsel and Hyundai and Kia, the Settlement Special Administrator's determinations regarding fraud shall be final and unappealable.

D. Registration/Claim Process

1. Every Class Member shall be eligible to submit a claim during the Claims Period to the Out-of-Pocket Claims Process or register to receive a payment from the Residual Distribution. The Registration/Claim Form shall allow Class Members either to submit a claim to the Out-of-Pocket Claims Process or to register for a payment from the Residual Distribution. Except as provided in Section III.C.3, Class Members who submit a claim to the Out-of-Pocket Claims Process shall be eligible to receive funds from the Residual Distribution, regardless of whether they have been determined eligible or ineligible to receive reimbursement for claimed out-of-pocket expenses. Residual Distribution amounts paid to Class Members whose claims for out-of-pocket expenses were approved shall be paid in addition to – and not instead of – the approved out-of-pocket expense amounts.

2. Registration/Claim Forms shall be made available to Class Members through various means, including U.S. Mail, e-mail, and the Settlement website. Registration/Claim Forms may be completed and submitted online through a link on the Settlement website or in hardcopy. Registration/Claim Forms can be requested from the Settlement Special Administrator or from the Settlement Notice Administrator.

E. Inspection Program

1. If the Court issues a Final Approval Order, Hyundai and Kia shall institute the Settlement Inspection Program protocol that is attached as Exhibit 3.

F. New Parts Warranty

1. If the Court grants final approval of the Settlement, Hyundai and Kia shall provide a warranty for the new parts installed pursuant to the Recalls to address potential airbag non-

deployment due to electrical overstress for ten (10) years from the date of the Preliminary Approval Order.

2. The New Parts Warranty will cover repairs or replacement (including parts and labor) that become necessary due to a defect in a new part installed pursuant to the Recalls. For example, if a problem with a part installed pursuant to the Recalls causes the airbag warning light to illuminate, the New Parts Warranty shall cover the repair or replacement of that part.

3. A Class Member's rights under this Section III.F and the New Parts Warranty are transferred with the Subject Vehicle.

4. Inoperable or junkyard vehicles, vehicles with a scrapped, salvaged, rebuilt, or flood-damaged title, vehicles with altered mileage, racing or similarly modified vehicles intended for non-street use or vehicles that are dismantled, crushed, or fire damaged, are not eligible for the New Parts Warranty.

5. In the event the ZF-TRW ACUs in Unrecalled Vehicles are recalled in the future, Hyundai and Kia shall extend the New Parts Warranty's coverage for the parts installed pursuant to the future recall, subject to the terms of this Section III.F, except that the New Parts Warranty's coverage will be for ten (10) years from the date of the future recall.

G. Outreach and Loaner Program

1. Hyundai and Kia will undertake an outreach program designed to increase Recall Remedy completion rates (the "Outreach and Loaner Program").

2. The budget for the Outreach and Loaner Program is \$3,500,000.00, to be incurred by Hyundai and Kia separate and apart from the funds deposited by the Settling Defendants in the QSF.

3. The Outreach and Loaner Program is intended to be a program that will adjust and change its methods of outreach as is necessary to achieve its goal of maximizing completion of

the Recall Remedy. It is not intended to be a static program with components that are fixed for the entire period.

4. To maximize, to the extent practicable, completion of the Recall Remedy for Recalled Vehicles, Hyundai and Kia will manage the Outreach and Loaner Program and continue ongoing recall efforts related to Recalled Vehicles. To the extent Hyundai's and Kia's Outreach and Loaner Program expenditures are less than \$3,500,000.00, then Hyundai and Kia shall deposit the difference into the Settlement Fund for distribution on the Effective Residual Distribution Date and pursuant to Section III.C.

H. Future Rental Car Reimbursement, Loaner Vehicle, and Outreach Program

1. Subject to dealer availability, Hyundai and Kia shall provide loaner vehicles to Class Members who, after the Effective Date, seek a Recall Remedy from a Hyundai and Kia Dealer during the Claims Period and request a courtesy loaner vehicle while the Recall Remedy is being performed. Should Unrecalled Vehicles be subject to a ZF-TRW ACU recall, Class Members who own or lease such Unrecalled Vehicles may request a courtesy loaner vehicle while the Recall Remedy is being performed, or alternatively may submit a claim for reimbursement of reasonable rental car costs from the Settlement Fund during the Claims Period.

2. Hyundai and Kia shall also provide outreach related to Unrecalled Vehicles should Unrecalled Vehicles be subject to a ZF-TRW ACU recall in the future.

3. Hyundai and Kia shall receive a credit of \$10,000,000.00 against the Settlement Amount for providing future loaner vehicles and future outreach programs. The Settlement Special Administrator shall have the right to audit and confirm such compliance.

IV. NOTICE TO THE CLASS

A. Components of the Class Notice Program

1. Plaintiffs and Hyundai and Kia, in consultation with the Settlement Notice Administrator, shall design a Class Notice Program that satisfies due process and meets the requirements of Federal Rule of Civil Procedure 23(c) and any other applicable statute, law, or rule. Settlement Notice will be disseminated to the Class through a combination of direct mailed notices, digital notice, a Settlement website, Long Form Notice, and other applicable notice. The Motion for Preliminary Approval will further detail the contents of the Class Notice Program.

B. Class Action Fairness Act Notice

1. At the earliest practicable time, and no later than 10 days after the Parties file this Agreement with the Court, the Settling Defendants shall send or cause to be sent to each appropriate state and federal official the materials specified in 28 U.S.C. § 1715 and otherwise comply with its terms.

C. Duties of the Settlement Notice Administrator

1. The Settlement Notice Administrator shall be responsible for, without limitation: (a) printing, mailing, e-mailing, or arranging for the mailing or e-mailing of the Settlement Notices; (b) handling returned mail not delivered to Class Members; (c) attempting to obtain updated address information for any direct mailed notices returned without a forwarding address; (d) making any additional mailings required under the terms of this Agreement; (e) responding to requests for the Settlement Notice or other documents; (f) receiving and maintaining on behalf of the Court any Class Member correspondence regarding requests for exclusion and/or objections to the Settlement; (g) forwarding written inquiries to Co-Lead Counsel or their designee for a response, if warranted; (h) establishing a post-office box for the receipt of any correspondence; (i) responding to requests from Co-Lead Counsel and Hyundai's and Kia's Counsel; (j) establishing a website and toll-free voice

response unit with message capabilities to which Class Members may refer for information about the Actions and the Settlement; (k) coordinating with and assisting the Settlement Special Administrator regarding the Claims Process, payments, and related administrative activities, including but not limited to assisting with efforts to identify and prevent fraudulent claims; and (l) otherwise implementing and/or assisting with the dissemination of the Settlement Notice.

2. The Settlement Notice Administrator shall be responsible for arranging for the Settlement Notice and implementing the Class Notice Program. The Settlement Notice Administrator shall coordinate its activities to minimize costs in effectuating the terms of this Agreement.

3. The Settlement Notice Administrator shall work in coordination with Co-Lead Counsel and Hyundai and Kia to ensure that the duties of the Settlement Notice Administrator are discharged in a competent and professional manner – recognizing that providing Class Members with a positive customer service experience is an important objective for Hyundai and Kia. Plaintiffs and Hyundai and Kia, through their respective counsel, may agree to remove and replace the Settlement Notice Administrator, subject to Court approval. Disputes regarding the retention or dismissal of the Settlement Notice Administrator shall be referred to the Court for resolution.

4. The Settlement Notice Administrator, Plaintiffs, and Hyundai and Kia, through their respective counsel, shall promptly, after receipt, provide copies of any requests for exclusion, objections, and/or related correspondence to each other.

5. Not later than 10 days before the date of the Fairness Hearing, the Settlement Notice Administrator shall file with the Court: (a) a list of those persons or entities who or which have opted out or excluded themselves from the Settlement; and (b) the details outlining the scope, method, and results of the Class Notice Program.

D. Duties of the Settlement Special Administrator

1. The Settlement Special Administrator shall carry out the terms and conditions of this Agreement, including, but not limited to the Claims Process and Residual Distribution, including any *cy pres* distribution authorized by the Court. It is an important objective of the Parties to identify and prevent fraudulent claims by individuals seeking inappropriately to secure benefits under this Settlement. The Settlement Special Administrator, in coordination with Co-Lead Counsel and Hyundai and Kia, shall devise and implement a plan to identify and prevent such fraudulent claims.

2. The Settlement Special Administrator shall work in coordination with Co-Lead Counsel and Hyundai and Kia to ensure that the duties of the Settlement Special Administrator are discharged in a competent and professional manner – recognizing that providing Class Members with a positive customer service experience is an important objective for Hyundai and Kia. Plaintiffs and Hyundai and Kia, through their respective counsel, may agree to remove and replace the Settlement Special Administrator, subject to Court approval. Disputes regarding the retention or dismissal of the Settlement Special Administrator shall be referred to the Court for resolution.

3. With the consent of Plaintiffs and Hyundai and Kia, the Settlement Special Administrator may retain one or more persons to assist in the completion of the Settlement Special Administrator's responsibilities.

4. The Settlement Special Administrator and Plaintiffs and Hyundai and Kia, through their respective counsel, shall promptly, after receipt, provide copies of any correspondence to each other that should properly be delivered to the Settlement Special Administrator and/or counsel for the other Party.

V. REQUESTS FOR EXCLUSION

A. Any potential Class Member who wishes to be excluded from the Class must mail a written request for exclusion to the Settlement Notice Administrator at the address provided in the Long Form Notice. The written request for exclusion must be postmarked on or before a date ordered by the Court, must specify that the Class Member wants to be excluded from the Class, and must otherwise comply with the terms and requirements stated in the Settlement Notice and Preliminary Approval Order. A written request for exclusion must include the Class Member's name, address, and telephone number, the valid VIN(s) of the Subject Vehicle(s) forming the basis of the Class Member's inclusion in the Class, the date of purchase or lease of any such Subject Vehicle(s), a statement indicating the Class Member's request to be excluded from the Class, and a handwritten signature (an electronic signature is insufficient). The Settlement Notice Administrator shall forward copies of any written requests for exclusion to Co-Lead Counsel, Hyundai's and Kia's Counsel, and Mobis's Counsel. If a potential Class Member files a request for exclusion, he or she may not file an objection under Section VI.

B. Any potential Class Member who does not file a timely written request for exclusion as provided in Section V shall be bound by all subsequent proceedings, orders, and judgments, including, but not limited to, the Release, Final Approval Order, and Final Judgment, even if he or she has litigation pending or subsequently initiates litigation against Hyundai and Kia, the Mobis Defendants, or the Released Parties asserting the claims released in Section VII of the Agreement.

VI. OBJECTIONS TO SETTLEMENT

A. Any Class Member who has not filed a timely written request for exclusion and who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, or to the award of Attorneys' Fees and Expenses, or the individual awards to the Plaintiffs, must deliver to Co-Lead Counsel, to Hyundai's and Kia's Counsel, and to Mobis's Counsel, and file

with the Court, on or before a date ordered by the Court in the Preliminary Approval Order, a written statement of his or her objections. The written objection of any Class Member must include: (1) the MDL case name “*In re ZF-TRW Airbag Control Units Products Liability Litigation*”; (2) the Class Member’s name, address (the objector’s actual address must be included), and telephone number; (3) the Class Member’s Subject Vehicle(s) VIN(s); (4) the date(s) of purchase or lease of any such Subject Vehicle(s); (5) the specific grounds for the objection and whether it applies only to the objector, to a specific subset of the Class, or to the entire Class; (6) whether the Class Member is represented by counsel; and (7) a signature executed from the Class Member on their own behalf. Any documents supporting the objection must also be attached to the objection. If a Class Member is represented by counsel, he or she must also include: the number of times he or she has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which he or she has made such objection, and a statement of the nature of the objection. If a Class Member is represented by counsel, the lawyers asserting the objection on behalf of the Class Member must: (1) file a notice of appearance with the Court before the deadline to submit objections; (2) file a sworn declaration attesting to his or her representation of each Class Member on whose behalf the objection is being filed and specify the number of times during the prior five-year period that the lawyer or their law firm has objected to a class action settlement; and (3) comply with the written objection requirements described in this Section.

B. Any Class Member who files and serves a written objection, as described in Section VI.A, may appear at the Fairness Hearing, either in person or through counsel hired at the Class Member’s expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, or to the award of Attorneys’ Fees and Expenses or awards to the individual Plaintiffs. Class Members or their attorneys who intend to make an appearance at the Fairness Hearing

must deliver a notice of intention to appear to Co-Lead Counsel, to Hyundai's and Kia's Counsel, and to Mobis's Counsel, and file said notice with the Court, at least 10 days before the Fairness Hearing.

C. Any Class Member who fails to comply with the provisions of Sections VI.A and VI.B above shall waive and forfeit any and all rights he or she may have to object, and shall be bound by all the terms of this Agreement and by all proceedings, orders, and judgments, including, but not limited to, the Release, the Final Approval Order, and the Final Judgment in the Actions. The exclusive means for any challenge to this Settlement shall be through the provisions of this Section VI. Without limiting the foregoing, any challenge to the Settlement, Final Approval Order, or Final Judgment shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

D. Any Class Member who objects to the Settlement shall be entitled to all of the benefits of the Settlement if this Agreement and the terms contained herein are approved, as long as the objecting Class Member complies with all requirements of this Agreement applicable to Class Members, including the timely submission of Registration/Claim Forms and other requirements herein.

VII. RELEASE AND WAIVER

A. The Parties agree to the following release and waiver, which shall take effect upon entry of the Final Approval Order and Final Judgment.

B. In consideration for the relief provided above, Plaintiffs and each Class Member, on behalf of themselves and any other legal or natural persons and entities who or which may claim by, through, or under them, including their executors, administrators, heirs, agents, representatives, assigns, predecessors, and successors, agree to fully, finally, and forever release, relinquish, acquit, discharge, and hold harmless the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, losses, damages, and relief of any kind and/or type regarding the

subject matter of the Actions, including, but not limited to, injunctive or declaratory relief compensatory, exemplary, statutory, punitive, restitutionary damages, civil penalties, and expert or attorneys' fees and costs, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative, vicarious or direct, asserted or un-asserted, and whether based on federal, state, or local law, statute, ordinance, rule, regulation, code, contract, tort, fraud or misrepresentation, common law, violations of any state's or territory's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, or other laws, unjust enrichment, any breaches of express, implied or any other warranties, violations of any state's Lemon Laws, the Racketeer Influenced and Corrupt Organizations Act, or the Magnuson-Moss Warranty Act, or any other source, or any claims under the Trade Regulation Rule Concerning the Preservation of Consumers' Claims and Defenses 16. C.F.R. § 433.2, or any claim of any kind, in law or in equity, arising from, related to, connected with, and/or in any way involving the Actions.

C. If a Class Member who does not opt out commences, files, initiates, or institutes any new legal action or other proceeding against a Released Party for any claim released in this Settlement in any federal or state court, arbitral tribunal, or administrative or other forum, such legal action or proceeding shall be dismissed with prejudice at that Class Member's cost.

D. Notwithstanding the Release set forth in Section VII of this Agreement, Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims for personal injury, wrongful death, or actual physical property damage arising from an incident involving a Subject Vehicle, including the deployment or non-deployment of an airbag.

E. Notwithstanding the Release set forth in Section VII of this Agreement, Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims against Excluded Parties, with the exception of the claims covered by Section VII.C of this Agreement.

F. Plaintiffs and Class Members shall not now or hereafter institute, maintain, prosecute, assert, instigate, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, claim, and/or proceeding, whether legal, administrative, or otherwise against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity with respect to the claims, causes of action, and/or any other matters released through this Settlement.

G. In connection with this Agreement, Plaintiffs and Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Actions and/or the Release herein. Nevertheless, it is the intention of Co-Lead Counsel on behalf of Settlement Class Counsel and Class Members in executing this Agreement fully, finally, and forever to settle, release, discharge, acquit, and hold harmless all such matters, and all existing and potential claims against the Released Parties relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Actions, their underlying subject matter, and the Subject Vehicles, except as otherwise stated in this Agreement.

H. Plaintiffs expressly understand and acknowledge, and all Plaintiffs and Class Members will be deemed by the Final Approval Order and Final Judgment to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASE PARTY.

Plaintiffs and Class Members expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable, or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

I. Plaintiffs represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Agreement. Plaintiffs further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned, or encumbered any right, title, interest, or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds, or value under the Actions, and that Plaintiffs are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds, or values under the Actions. Class Members submitting a Registration/Claim Form shall represent and warrant therein that they are the sole and exclusive owners of all claims that they personally are releasing under the Settlement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned, or encumbered any right, title, interest, or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds, or value under the Actions, and that such Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds, or value under the Actions.

J. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, costs or any other fees, costs, and/or disbursements incurred by any attorneys, Settlement Class Counsel, Plaintiffs or Class Members who claim to have assisted in conferring the benefits under this Settlement upon the Class.

K. Settlement Class Counsel and any other attorneys authorized by Co-Lead Counsel who receive attorneys' fees and costs from this Settlement acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

L. Pending final approval of this Settlement via issuance by the Court of the Final Approval Order and Final Judgment, the Parties agree that any and all outstanding pleadings, discovery, deadlines, and other pretrial requirements are hereby stayed and suspended as to the Settling Defendants. Upon the occurrence of final approval of this Settlement via issuance by the Court of the Final Approval Order and Final Judgment, the Parties expressly waive any and all such pretrial requirements as to the Settling Defendants.

M. Nothing in this Release shall preclude any action to enforce the terms of the Agreement, including participation in any of the processes detailed herein.

N. Plaintiffs and Co-Lead Counsel on behalf of Settlement Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Agreement and shall be included in any Final Approval Order and Final Judgment entered by the Court.

VIII. ATTORNEYS' FEES AND EXPENSES AND INDIVIDUAL PLAINTIFF AWARDS

A. The Settling Defendants and Co-Lead Counsel represent that they have not discussed the amount of fees and expenses to be paid prior to agreement on the terms of this Agreement. Co-Lead Counsel shall file a motion for Court-approved attorneys' fees and expenses pursuant to the Court's Order Regarding Protocol for Common Benefit Work and Expenses (Docket No. 111). Any fees and expenses approved by the Court shall be paid from the Settlement Fund and wired from the

Escrow Account within three (3) business days of the Court's order approving such fees and expenses or within three (3) business days of the Settlement Fund being fully funded under Section III.A.3, whichever is later, to an account specified by Co-Lead Counsel. The Settling Defendants reserve the right to oppose Co-Lead Counsel's motion.

IX. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER, FINAL JUDGMENT AND RELATED ORDERS

A. Plaintiffs shall file a Motion for Preliminary Approval. That Motion shall, among other things, ask the Court to provisionally certify the Class for Settlement purposes only, to appoint the Plaintiffs as representatives of the provisionally certified Class, to appoint Settlement Class Counsel as counsel for the provisionally certified Class, to appoint the Settlement Special Administrator, Settlement Notice Administrator, and Tax Administrator, and to enter the Preliminary Approval Order. Certification of the Class shall be for settlement purposes only, and the Settling Defendants do not waive any arguments that they may have that class certification for any other purpose would be improper.

B. The Settling Defendants may, but are not required to, submit a memorandum in connection with the Motion for Preliminary Approval.

C. The Parties agree to take all actions and steps reasonably necessary to obtain a Preliminary Approval Order and to fully implement and effectuate this Agreement.

D. Plaintiffs shall file a Motion for Final Approval of the Settlement pursuant to Federal Rule of Civil Procedure 23(e)(2). That Motion shall, among other things, ask the Court to certify the Class for Settlement purposes only, to appoint the Plaintiffs as representatives of the certified Class, to appoint Settlement Class Counsel as counsel for the certified Class, and to enter the Final Approval Order and Final Judgment. Certification of the Class shall be for settlement purposes only, and the Settling Defendants do not waive any arguments that they may have that class certification for any other purpose would be improper.

E. The Settling Defendants may, but are not required to, submit a memorandum in connection with the Motion for Final Approval or in response to any objection submitted in connection with the Settlement.

F. The Parties agree to take all actions and steps reasonably necessary to obtain a Final Approval Order and Final Judgment and to fully implement and effectuate this Agreement.

G. The Parties may publicly release and announce the fact and terms of this Settlement, subject to the Parties reaching mutual written consent on the contents of the press release. Excepting such announcement, neither the Parties nor their counsel shall issue (or cause any other person to issue) any other press release concerning this Agreement or the Settlement, unless otherwise agreed to in writing by the Parties. Neither the Parties nor their counsel shall make (or cause any other person to make) any statements of any kind to the press concerning this Agreement or the Settlement, except that a Party or Party's counsel may: (1) reference publicly-available information about the Settlement on their firm websites or in a firm resume, or other similar public-facing documents; and (2) after providing advance notice to the other Party(ies), respond to an inquiry from a member of the press by providing information that is in good faith and consistent with the contents of this Agreement or Class Notice and/or by directing the member of the press to a public resource to review or obtain a copy of this Agreement or the Class Notice. A Party or Party's counsel shall provide notice to the other Parties before publishing statements relating to non-public information about the value of the Settlement on a firm website or in a firm resume, or other similar public-facing documents, or before responding to a press inquiry, whenever reasonably possible. If such notice cannot reasonably be provided before responding to a press inquiry, the responding Party or Party's counsel shall notify the other Parties promptly after responding to the press inquiry. This paragraph does not prevent the Parties from communicating with individual Class Members about the Settlement. Notwithstanding the foregoing terms, the Hyundai-Kia Defendants may, without first seeking approval from other Parties, respond

in good faith and in a manner consistent with the contents of this Agreement or Class Notice in Korean to Korean-language press inquiries.

X. MODIFICATION OR TERMINATION OF THIS AGREEMENT

A. The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties, through their respective counsel, and approval of the Court; provided, however, that after entry of the Final Approval Order and Final Judgment, the Parties, through their respective counsel, may by written agreement effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Class or approval by the Court if such changes are consistent with the Final Approval Order and Final Judgment and do not limit the rights of Class Members under this Agreement.

B. This Agreement shall terminate at the discretion of Hyundai and Kia, the Mobis Defendants, or Plaintiffs, through Co-Lead Counsel, if: (1) the Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of this Agreement or the proposed Settlement that results in a substantial modification to a material term of the proposed Settlement, including, without limitation, the amount and terms of relief, the obligations of the Parties, the findings or conclusions of the Court, the definition of the Class, and/or the terms of the Release; or (2) the Court, or any appellate court(s), does not enter or completely affirm, or alters, narrows, or expands, any portion of the Final Approval Order and Final Judgment, or any of the Court's findings of fact or conclusions of law, that results in a substantial modification to a material term of the proposed Settlement. The terminating Party must exercise the option to withdraw from and terminate this Agreement, as provided in this Section X, by a signed writing served on the other Parties no later than twenty (20) business days after receiving notice of the event prompting the termination. The Parties will be returned to their positions *status quo ante*.

C. If an option to withdraw from and terminate this Agreement arises under Section X.B above, none of Hyundai and Kia, the Mobis Defendants, or Plaintiffs are required for any reason or under any circumstance to exercise that option and any exercise of that option shall be in good faith.

D. If, but only if, this Agreement is terminated pursuant to Section X.B, above, then:

1. This Agreement shall be null and void and shall have no force or effect, and no Party to this Agreement shall be bound by any of its terms, except for the terms of Section X.D herein;
2. The Parties will petition the Court to have any stay orders entered pursuant to this Agreement lifted;
3. All of this Agreement's provisions, and all negotiations, statements, and proceedings relating to the Agreement, shall be without prejudice to the rights of the Parties or any Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Agreement, except that the Parties shall cooperate in requesting that the Court set a new scheduling order such that no Party's substantive or procedural rights are prejudiced by the settlement negotiations and proceedings;
4. Plaintiffs and all other Class Members, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors, expressly and affirmatively reserve and do not waive all motions as to, and arguments in support of, all claims, causes of actions, or remedies that have been or might later be asserted in the Actions including, without limitation, any argument concerning class certification, and treble or other damages;
5. Hyundai and Kia, the Mobis Defendants, and the other Released Parties expressly and affirmatively reserve and do not waive all motions and positions

as to, arguments in support of, and substantive and procedural rights as to all defenses to the causes of action or remedies that have been sought or might be later asserted in the actions, including without limitation, any argument or position opposing class certification, liability, or damages;

6. Neither this Agreement, the fact of its having been made, nor the negotiations leading to it, nor any discovery or action taken by a Party or Class Member pursuant to this Agreement shall be admissible or entered into evidence for any purpose whatsoever;
7. Any settlement-related order(s) or judgment(s) entered in this Action after the date of execution of this Agreement shall be deemed vacated and shall be without any force or effect;
8. All costs incurred in connection with the Settlement, including, but not limited to, notice, publication, and customer communications, shall be paid from the Settlement Fund and all remaining funds in the Settlement Fund shall revert back to the Settling Defendants as soon as practicable. Neither Plaintiffs nor Settlement Class Counsel shall be responsible for any of these costs or other settlement-related costs; and
9. Any Attorneys' Fees and Expenses previously paid to Settlement Class Counsel shall be returned to the Settling Defendants within fourteen (14) calendar days of termination of the Agreement.

XI. GENERAL MATTERS AND RESERVATIONS

A. The Settling Defendants have denied and continue to deny each and all of the claims and contentions alleged in the Actions, and have denied and continue to deny that they have committed any violation of law or engaged in any wrongful act or omission that was alleged, or that could have

been alleged, in the Actions. The Settling Defendants believe that they have valid and complete defenses to the claims asserted against them in the Actions and deny that they committed any violations of law, engaged in any unlawful act or conduct, or that there is any basis for liability for any of the claims that have been, are, or might have been alleged in the Actions. Without in any way limiting the scope of this denial, the Settling Defendants deny that they committed any wrongdoing with respect to the issues that are the subject of the Recalls, and Hyundai and Kia firmly believe (backed by extensive research and evidence) that the additional protections added to Recalled Vehicles as part of the Recall Remedy and that exist on the Unrecalled Vehicles eliminate any legitimate safety concerns for the Subject Vehicles. Plaintiffs disagree. Nonetheless, the Settling Defendants have determined that, in order to avoid the burden and expense of continued litigation, it is in their best interests to fully and finally resolve the Actions in accordance with the terms and conditions set forth in this Agreement. The Parties shall seek to finalize and implement this Settlement irrespective of changes in the law applicable to this litigation, and irrespective of any decisions of the Court on pending motions.

B. The obligation of the Parties to implement the proposed Settlement is and shall be contingent upon each of the following:

1. Entry by the Court of a Final Approval Order and Final Judgment from which the time to appeal has expired or which has remained unmodified after any appeal(s); and
2. Any other conditions stated in this Agreement.

C. The Parties and their counsel agree to keep the existence and contents of this Agreement confidential until the date on which the Motion for Preliminary Approval is filed; provided, however, that this Section shall not prevent the Settling Defendants from disclosing such information, prior to the date on which the Motion for Preliminary Approval is filed, to state and federal agencies,

independent accountants, actuaries, advisors, financial analysts, insurers or attorneys, or as otherwise required by law. Nor shall it prevent the Parties and their counsel from disclosing such information to persons or entities (such as experts, courts, co-counsel, and/or administrators) to whom the Parties agree disclosure must be made to effectuate the terms and conditions of this Agreement.

D. Plaintiffs and Co-Lead Counsel on behalf of Settlement Class Counsel agree that the confidential information made available to them solely through the settlement process was made available, as agreed to, on the condition that neither Plaintiffs nor their counsel may disclose it to third parties (other than experts or consultants retained by Plaintiffs in connection with the Actions), nor may they disclose any quotes or excerpts from, or summaries of, such information, whether the source is identified or not; that it not be the subject of public comment; that it not be used by Plaintiffs or Settlement Class Counsel or other counsel representing plaintiffs in the Actions in any way in this litigation or any other litigation or otherwise should the Settlement not be achieved, and that it is to be returned if a Settlement is not concluded; provided, however, that nothing contained herein shall prohibit Plaintiffs from seeking such information through formal discovery if appropriate and not previously requested through formal discovery or from referring to the existence of such information in connection with the Settlement of the Actions.

E. Information provided by the Settling Defendants includes trade secrets and highly confidential and proprietary business information and shall be deemed “Highly Confidential” pursuant to the Confidentiality Order entered in the MDL and any other confidentiality or protective orders that have been entered in the Actions or other agreements, and shall be subject to all of the provisions thereof. Any materials inadvertently produced shall, upon Hyundai’s and Kia’s or the Mobis Defendants’ request, be promptly returned to Hyundai’s and Kia’s Counsel or Mobis’s Counsel, and there shall be no implied or express waiver of any privileges, rights, and defenses.

F. Within 90 days after dismissal of all the Actions (unless the time is extended by agreement of the Parties), all “Confidential” and “Highly Confidential” documents and materials (and all copies of such documents in whatever form made or maintained, including documents referring to such documents) produced during the settlement process by Hyundai and Kia, the Mobis Defendants, Hyundai’s and Kia’s Counsel, or Mobis’s Counsel to Settlement Class Counsel shall be returned to Hyundai’s and Kia’s Counsel or Mobis’s Counsel. Alternatively, Settlement Class Counsel shall certify to Hyundai’s and Kia’s Counsel and Mobis’s Counsel that all such documents and materials (and all copies of such documents in whatever form made or maintained including documents referring to such documents) produced by Hyundai and Kia, the Mobis Defendants, Hyundai’s and Kia’s Counsel, or Mobis’s Counsel during the settlement process have been destroyed; provided, however, that this Section XI.F shall not apply to any documents made part of the record in connection with a claim, nor to any documents made part of a Court filing, nor to Settlement Class Counsel’s work product (as to which the confidentiality provisions above shall continue to apply). All “Confidential” and “Highly Confidential” documents and materials produced by Hyundai and Kia, the Mobis Defendants, Hyundai’s and Kia’s Counsel, or Mobis’s Counsel shall maintain their designation until final dismissal of all Actions. Six (6) months after the distribution of the settlement funds to Class Members who submitted valid Registration/Claim Forms, the Settlement Notice Administrator and Settlement Special Administrator shall either destroy or return all documents and materials to Hyundai and Kia, the Mobis Defendants, Hyundai’s and Kia’s Counsel, Mobis’s Counsel, or Settlement Class Counsel that produced the documents and materials, except that they shall not destroy any and all Registration/Claim Forms, including any and all information and/or documentation submitted by Class Members. Nothing in this Agreement shall affect or alter the terms of the MDL Confidentiality Order or any other applicable confidentiality agreement, which shall govern the documents produced in the Actions.

G. The Settling Defendants' execution of this Agreement shall not be construed to release – and the Settling Defendants expressly do not intend to release – any claim the Settling Defendants may have or make against any insurer or other party for any cost or expense incurred in connection with this Action and/or Settlement, including, without limitation, for attorneys' fees and costs.

H. Co-Lead Counsel for themselves and on behalf of Settlement Class Counsel represent that: (1) they are authorized by the Plaintiffs to enter into this Agreement with respect to the claims in these Actions; and (2) they are seeking to protect the interests of the Class.

I. Co-Lead Counsel for themselves and on behalf of Settlement Class Counsel further represent that the Plaintiffs: (1) have agreed to serve as representatives of the Class proposed to be certified herein; (2) are willing, able, and ready to perform all of the duties and obligations of representatives of the Class, including, but not limited to, being involved in discovery and fact finding; (3) have read the pleadings in the Actions, including the ACCAC, or have had the contents of such pleadings described to them; (4) are familiar with the results of the fact-finding undertaken by Settlement Class Counsel; (5) have been kept apprised of settlement negotiations among the Parties, and have either read this Agreement, including the exhibits annexed hereto, or have received a detailed description of it from Settlement Class Counsel and they have agreed to its terms; (6) have consulted with Settlement Class Counsel about the Actions and this Agreement and the obligations imposed on representatives of the Class; (7) have a good faith belief that this Settlement and its terms are fair, adequate, reasonable and in the best interests of the Class; (8) have authorized Co-Lead Counsel to execute this Agreement on their behalf; and (9) shall remain and serve as representatives of the Class until the terms of this Agreement are effectuated, this Agreement is terminated in accordance with its terms, or the Court at any time determines that said Plaintiffs cannot represent the Class.

J. The Parties acknowledge and agree that no opinion concerning the tax consequences of the proposed Settlement to Class Members is given or will be given by the Parties, nor are any

representations or warranties in this regard made by virtue of this Agreement. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

K. Hyundai and Kia represent and warrant that the individuals executing this Agreement are authorized to enter into this Agreement on the behalf of Hyundai and Kia.

L. The Mobis Defendants represent and warrant that the individuals executing this Agreement are authorized to enter into this Agreement on behalf of the Mobis Defendants.

M. This Agreement, complete with its exhibits, sets forth the sole and entire agreement among the Parties with respect to its subject matter, and it may not be altered, amended, or modified except by written instrument executed by Co-Lead Counsel on behalf of Settlement Class Counsel, Hyundai's and Kia's Counsel on behalf of Hyundai and Kia, and Mobis's Counsel on behalf of the Mobis Defendants. The Parties expressly acknowledge that no other agreements, arrangements, or understandings not expressed or referenced in this Agreement exist among or between them, and that in deciding to enter into this Agreement, they rely solely upon their judgment and knowledge. This Agreement supersedes any prior agreements, understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Agreement. Each Party represents that he or she is not relying on any representation or matter not included in this Agreement.

N. This Agreement and any amendments thereto shall be governed by and interpreted according to the law of the State of California notwithstanding its conflict of laws provisions.

O. Any disagreement and/or action to enforce this Agreement shall be commenced and maintained only in the United States District Court for the Central District of California that oversees the MDL.

P. Whenever this Agreement requires or contemplates that one of the Parties shall or may give notice to the other Parties, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays and Federal Holidays) express delivery service as follows:

1. If to Hyundai and Kia, then to:

Lance A. Etcheverry
Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue
Palo Alto, CA 94301
Tel: (650) 470-3170
Email: lance.etccheverry@skadden.com

2. If to the Mobis Defendants, then to:

Matthew A. Goldberg
DLA Piper LLP (US)
One Liberty Place
1650 Market Street, Suite 5000
Philadelphia, PA 19103-7300

3. If to Plaintiffs, then to:

David Stellings
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP,
250 Hudson Street, 8th Floor
New York, NY 10013-1413
Tel: (212) 355-9500
Email: dstellings@lchb.com

and

Roland Tellis
BARON & BUDD, P.C.
15910 Ventura Blvd #1600
Encino, CA 91436
Tel: (818) 839-2333
Email: rtellis@baronbudd.com

Q. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Agreement or by

order of the Court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a Federal Holiday, or, when the act to be done is the filing of a paper in court, a day on which weather or other conditions have made the office of the clerk of the court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Section X “Federal Holiday” includes New Year’s Day, Birthday of Martin Luther King, Jr., Presidents’ Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Patriot’s Day, Thanksgiving Day, Christmas Day, and any other day appointed as a holiday by the President, the Congress of the United States, or the Clerk of the United States District Court for the Central District of California.

R. The Parties reserve the right, subject to the Court’s approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

S. The Class, Plaintiffs, Settlement Class Counsel, Hyundai and Kia, the Mobis Defendants, Hyundai’s and Kia’s Counsel, or Mobis’s Counsel shall not be deemed to be the drafter of this Agreement or of any particular provision of it, nor shall they argue that any particular provision should be construed against its drafter. All Parties agree that this Agreement was drafted by counsel for the Parties during extensive arm’s-length negotiations. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Agreement was made or executed.

T. The Parties expressly acknowledge and agree that this Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence in any state or jurisdiction. In no event shall this Agreement, any of its provisions or any negotiations, statements or court proceedings relating to its provisions in

any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Actions, any other action, or in any judicial, administrative, regulatory or other proceeding, except in a proceeding to enforce this Agreement or the rights of the Parties or their counsel. Without limiting the foregoing, neither this Agreement nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used as or deemed to be evidence or an admission or concession of any liability or wrongdoing, or any adequacy or inadequacy in the effectiveness of the additional circuit protection installed in the Recalled Vehicles and that exists in the Unrecalled Vehicles, whatsoever on the part of any person or entity, including, but not limited to, the Released Parties, Plaintiffs, or the Class or as a waiver by the Released Parties, Plaintiffs, or the Class of any applicable privileges, claims, or defenses.

U. Plaintiffs expressly affirm that the allegations as to the Settling Defendants contained in the ACCAC were made in good faith but consider it desirable for the Actions to be settled and dismissed as to the Settling Defendants because of the substantial benefits that the Settlement will provide to Class Members.

V. The Parties, their successors and assigns, and their counsel undertake to implement the terms of this Agreement in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Agreement.

W. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Agreement.

X. If one Party to this Agreement considers another Party to be in breach of its obligations under this Agreement, that Party must provide the breaching Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Agreement.

Y. The Parties, their successors and assigns, and their counsel agree to cooperate fully with one another in seeking Court approval of this Agreement and to use their best efforts to effect the prompt consummation of this Agreement and the proposed Settlement.

Z. This Agreement may be signed with an electronic signature and in counterparts, each of which shall constitute a duplicate original, all of which taken together shall constitute one and the same instrument.

AA. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if Hyundai and Kia, the Mobis Defendants, and Co-Lead Counsel on behalf of Settlement Class Counsel, Plaintiffs, and Class Members, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

BB. This Agreement shall be effective upon its execution by Co-Lead Counsel, Hyundai and Kia, the Mobis Defendants, Hyundai's and Kia's Counsel, and Mobis's Counsel, except for those provisions that require Court-approval to be effective, and those provisions shall become effective upon their approval by the Court.

CC. Until the Settlement receives final approval from the Court, the Settling Defendants agree to participate in any limited confirmatory discovery that Co-Lead Counsel, Hyundai's and Kia's Counsel, and Mobis's Counsel deem necessary and appropriate.

DD. The Court retains ongoing and exclusive jurisdiction over the Parties, the Actions, and this Agreement to resolve any dispute that may arise regarding this Agreement or in relation to the Actions, including any dispute regarding validity, performance, interpretation, administration, enforcement, enforceability, or termination of this Agreement.

On Behalf of Plaintiff Class:

BY: 

Dated: March 17, 2025

Roland Tellis
BARON & BUDD, P.C.
15910 Ventura Blvd #1600
Encino, CA 91436
Tel: (818) 839-2333
Email: rtellis@baronbudd.com

BY: 

Dated: March 17, 2025

David Stelling
LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP,
250 Hudson Street, 8th Floor
New York, NY 10013-1413
Tel: (212) 355-9500
Email: dstellings@lchb.com

On Behalf of Hyundai and Kia:

BY 

Jason Erb
Senior Vice President,
Chief Legal and Compliance Officer,
Hyundai Motor North America

DATE: March 17, 2025

For Hyundai Motor America and Hyundai Motor Company

BY _____

Jeremy Close
Director and Managing Litigation Counsel

DATE: March 17, 2025

For Kia America, Inc. and Kia Corporation

BY _____

Lance A. Etcheverry
Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue
Palo Alto, CA 94301
Tel: (650) 470-3170
Email: lance.etccheverry@skadden.com

DATE: March 17, 2025

On Behalf of Hyundai and Kia:

BY _____
Jason Erb
Senior Vice President,
Chief Legal and Compliance Officer,
Hyundai Motor North America

DATE: March 17, 2025

For Hyundai Motor America and Hyundai Motor Company

BY *Jeremy Close*
Jeremy Close
Director and Managing Litigation Counsel

DATE: March 17, 2025

For Kia America, Inc. and Kia Corporation

BY _____
Lance A. Etcheverry
Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue
Palo Alto, CA 94301
Tel: (650) 470-3170
Email: lance.etcheverry@skadden.com

DATE: March 17, 2025

On Behalf of Hyundai and Kia:

BY _____
Jason Erb
Senior Vice President,
Chief Legal and Compliance Officer,
Hyundai Motor North America

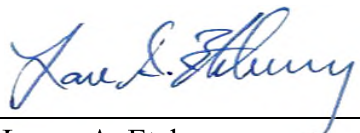
DATE: March 17, 2025

For Hyundai Motor America and Hyundai Motor Company

BY _____
Jeremy Close
Director and Managing Litigation Counsel

DATE: March 17, 2025

For Kia America, Inc. and Kia Corporation

BY  _____
Lance A. Etcheverry
Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue
Palo Alto, CA 94301
Tel: (650) 470-3170
Email: lance.etcheverry@skadden.com

DATE: March 17, 2025

On Behalf of Mobis Defendants:

BY Sun Hee Kim

Sun Hee Kim
Vice President,
Head of Legal Group,
Hyundai Mobis Co., Ltd.

DATE: March 17, 2025

For Hyundai Mobis Co., Ltd.

BY _____

Matthew A. Goldberg
DLA Piper LLP (US)
One Liberty Place
1650 Market Street, Suite 5000
Philadelphia, PA 19103-7300
Tel: (215) 656-3377
Email: matthew.goldberg@us.dlapiper.com

DATE: March 17, 2025

On Behalf of Mobis Defendants:

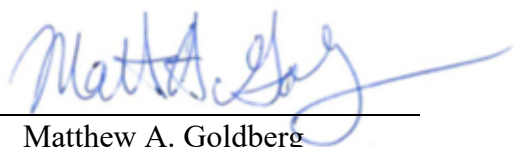
BY _____

Sun Hee Kim
Vice President
Head of Legal Group,
Hyundai Mobis Co., Ltd.

For Hyundai Mobis Co., Ltd

DATE: March 17, 2025

BY _____



Matthew A. Goldberg
DLA Piper LLP (US)
One Liberty Place
1650 Market Street, Suite 5000
Philadelphia, PA 19103-7300
Tel: (215) 656-3377
Email: matthew.goldberg@us.dlapiper.com

DATE: March 17, 2025

EXHIBIT 1

LIST OF ACTIONS IN THE MDL

<i>Thomas Payne et al. v. ZF Friedrichshafen AG et al.</i>	2:19-cv-06894-JAK-FFM
<i>Adalgisa Santos et al. v. ZF Friedrichshafen AG et al.</i>	2:19-cv-06895-JAK-FFM
<i>David Radi et al. v. FCA US LLC et al.</i>	2:19-cv-06900-JAK-FFM
<i>Thomas Copley et al. v. ZF-TRW Automotive Holdings Corp. et al.</i>	2:19-cv-06901-JAK-FFM
<i>Robert A. Underwood v. Kia Motors America, Inc. et al.</i>	2:19-cv-07097-JAK-FFM
<i>Michael Van Ness v. FCA US LLC et al.</i>	2:19-cv-07153-JAK-FFM
<i>William Hauser v. ZF Friedrichshafen AG et al.</i>	2:19-cv-07292-JAK-FFM
<i>Michael Hernandez et al. v. Hyundai Motor America, Inc. et al.</i>	8:19-cv-00782-JAK-FFM
<i>Mark Altier et al. v. ZF-TRW Automotive Holdings Corp. et al.</i>	8:19-cv-00846-JAK-FFM
<i>William Bell et al. v. ZF Friedrichshafen AG et al.</i>	8:19-cv-00963-JAK-FFM
<i>James F. Bliss et al. v. ZF Friedrichshafen AG et al.</i>	8:19-cv-00970-JAK-FFM
<i>Carolyn McFadden v. Hyundai Motor America, Inc. et al.</i>	8:19-cv-01154-JAK-FFM
<i>James Carroll et al. v. American Honda Motor Co., Inc. et al.</i>	8:19-cv-01155-JAK-FFM
<i>Jennifer Johnson v. Hyundai Motor America, Inc. et al.</i>	8:19-cv-01292-JAK-FFM
<i>Ryan Baldwin et al. v. Kia Motors America, Inc. et al.</i>	8:19-cv-01376-JAK-FFM
<i>Christopher Berry et al. v. ZF-TRW Automotive Holdings Corp. et al.</i>	8:19-cv-01403-JAK-FFM
<i>Hamilton Livery Leasing LLC v. Kia Motors America, Inc. et al.</i>	8:19-cv-01459-JAK-FFM
<i>Alice Smith et al. v. Kia Motors America, Inc. et al.</i>	8:19-cv-01515-JAK-FFM
<i>Joseph Fuller et al. v. ZF-TRW Automotive Holdings Corp. et al.</i>	8:19-cv-01566-JAK-FFM

<i>Bonnie Dellatorre et al. v. ZF-TRW Automotive Holdings Corp. et al.</i>	8:19-cv-02497-JAK-FFM
<i>Barry Adams et al. v. ZF Active Safety and Electronics US LLC</i>	2:20-cv-09668-JAK-FFM

EXHIBIT 2**SUBJECT VEHICLES****Recalled Vehicles**

<u>Model Years</u>	<u>Make and Model</u>
Certain 2011-2013	Hyundai Sonata
Certain 2011-2012	Hyundai Sonata Hybrid
2010-2012 and certain 2013	Kia Forte
2010-2012 and certain 2013	Kia Forte Koup
2011-2012 and certain 2013	Kia Optima
2011-2012	Kia Optima Hybrid
2011-2012	Kia Sedona

Unrecalled Vehicles

<u>Model Years</u>	<u>Make and Model</u>
Certain 2011-2013 and all 2014-2019	Hyundai Sonata
Certain 2011-2012 and all 2013-2019	Hyundai Sonata Hybrid
2018-2023	Hyundai Kona
2022-2023	Hyundai Kona N
2019-2021	Hyundai Veloster
Certain 2013	Kia Forte
Certain 2013	Kia Forte Koup
Certain 2013 and all 2014-2020	Kia Optima
2013-2016	Kia Optima Hybrid
2014	Kia Sedona

EXHIBIT 3

SETTLEMENT INSPECTION PROGRAM PROTOCOL¹

Hyundai and Kia will provide a documented inspection for the Subject Vehicles based on the terms of this Settlement Inspection Program Protocol (“Protocol”).² This Protocol will last for 10 years, measured from the date that the Preliminary Approval Order is entered.

The Subject Vehicles are as follows:

HYUNDAI

<u>Model Years</u>	<u>Make and Model</u>
2011-2019	Hyundai Sonata
2011-2019	Hyundai Sonata Hybrid
2018-2023	Hyundai Kona
2022-2023	Hyundai Kona N
2019-2021	Hyundai Veloster

KIA

<u>Model Years</u>	<u>Make and Model</u>
2010-2013	Kia Forte
2010-2013	Kia Forte Koup
2011-2020	Kia Optima
2011-2016	Kia Optima Hybrid
2011-2012, 2014	Kia Sedona

See Exhibit 2 to the Settlement Agreement.

Under this Protocol, and as detailed in Sections I and II, below, Hyundai and Kia will offer an inspection for Subject Vehicles that:

¹ All capitalized terms have the same meaning ascribed to them in the Settlement Agreement.

² Nothing in this Protocol imposes any obligation upon ZF-TRW.

- are involved in a moderate or severe frontal crash; and
- when Hyundai or Kia has been notified of a claim that a ZF-TRW airbag control unit (“ZF-TRW ACU”), seatbelt pretensioner, and/or frontal airbag did not deploy as intended.

I. SUBJECT VEHICLE INSPECTION

When Hyundai or Kia receives notice of a claim – including notice from a Hyundai or Kia Dealer and/or Hyundai or Kia’s Customer Care team – that meet the criteria above, Hyundai or Kia will inspect the Subject Vehicle as follows:

1. For Hyundai and Kia vehicles built after September 1, 2012, Hyundai or Kia will contact the then-current owner/lessee of the Subject Vehicle to request authority to:
 - a. Download the Event Data Recorder data (“EDR”) to the extent the EDR is accessible;
 - b. For Hyundai vehicles, perform a “GDS” Healthcheck relating to the vehicle’s electrical systems;
 - c. For Kia vehicles, use the Kia KDS diagnostic tool to read airbag system data; and
 - d. Perform a visual inspection and photographically document the Subject Vehicle, including but not limited to the Subject Vehicle’s damage, and, to the extent practicable, the ZF-TRW ACU’s wire harness and front impact sensors.
2. For vehicles built before September 1, 2012, Hyundai or Kia will contact the then-current owner/lessee of the Subject Vehicle to request authority to:
 - a. For Hyundai vehicles, perform a “GDS” Healthcheck relating to the vehicle’s electrical systems;
 - b. For Kia vehicles, use the Kia KDS diagnostic tool to read airbag system data; and
 - c. Perform a visual inspection and photographically document the Subject Vehicle, including but not limited to the Subject Vehicle’s damage, and, to the extent practicable, the ZF-TRW ACU’s wire harness and front impact sensors.
3. For Hyundai vehicles built after September 1, 2012, if the inspection steps described in Paragraphs I.1.a and I.1.b, above, are not successful and/or if the data download is incomplete or does not provide coherent data, and the results otherwise are consistent with ACU failure, Hyundai will escalate the inspection to recover, with the customer’s consent, the Subject Vehicle’s ACU and attempt a further download.
4. For Kia vehicles built after September 1, 2012, if the inspection steps described in Paragraphs I.1.a and I.1.c, above, are not successful and/or if the data download is incomplete or does not provide coherent data, and the results otherwise are consistent

with ACU failure, Kia will escalate the inspection to recover, with the customer's consent, the Subject Vehicle's ACU and attempt a further download.

5. For vehicles built before September 1, 2012, if the inspections results do not provide coherent data, and are otherwise consistent with ACU failure, Hyundai and Kia will escalate the inspection to recover, with the customer's consent, the Subject Vehicle's ACU and attempt a further download.
6. If Hyundai or Kia determines in good faith that the ACU does not communicate with the crash data retrieval tool correctly or that the ACU returned a partial or interrupted crash record or no crash record for the at-issue incident, and if Hyundai or Kia do not otherwise determine that ACU failure did not occur, with the customer's consent, the ACU will be sent to ZF-TRW with a request for further inspection. The request will specifically ask for ZF-TRW to check for diagnostic trouble codes that indicated a shutdown or reset during the crash and to measure the resistance to ground on the ACU.

II. DOCUMENTATION OF INSPECTION

To the extent Hyundai or Kia have downloaded the Subject Vehicle's EDR data, the information downloaded from the EDR will be made available to the current owner/lessee of the Subject Vehicle. Hyundai or Kia will inform the current owner/lessee of the Subject Vehicle that the information downloaded is available to them. To the extent there is an electrical overstress condition, Hyundai or Kia shall provide the Settlement Special Master with the photographs and other information related to the inspection. The Settlement Special Master will be required to provide Hyundai and Kia's counsel, and Co-Lead Counsel, with a quarterly report providing the number of electrical overstress events along with the model and model year of each such vehicle.

EXHIBIT A

Exhibit A - Summary of Hours and Expenses Organized by Task Codes

Task Category 1: Lead Counsel Duties						
Firm	Timekeeper	Standard Hourly Rate	Reduced Hourly Rate	Hours	Standard Hourly Lodestar	Reduced Hourly Lodestar
Baron & Budd, P.C.	BENAVIDEZ, ERNEST (Paralegal)	\$250.00	\$250.00	147.2	\$36,800.00	\$36,800.00
Baron & Budd, P.C.	FERNANDES, DAVID B. (Associate)	\$795.00	\$600.00	69.1	\$54,934.50	\$41,460.00
Baron & Budd, P.C.	FERNANDES, DAVID B. (Partner)	\$795.00	\$795.00	2.1	\$1,669.50	\$1,669.50
Baron & Budd, P.C.	ROYSTER, SHANNON (Associate)	\$625.00	\$600.00	25.1	\$15,687.50	\$15,060.00
Baron & Budd, P.C.	SMILEY, ELIZABETH (Associate)	\$575.00	\$575.00	0.3	\$172.50	\$172.50
Baron & Budd, P.C.	TAMBURELLI, ADAM (Associate)	\$795.00	\$600.00	66.9	\$53,185.50	\$40,140.00
Baron & Budd, P.C.	TAMBURELLI, ADAM (Partner)	\$795.00	\$795.00	0.2	\$159.00	\$159.00
Baron & Budd, P.C.	TELLIS, ROLAND (Partner)	\$1,200.00	\$895.00	1	\$1,200.00	\$895.00
Lieff Cabraser Heimann & Bernstein, LLP	ARSOV, DUSHAN (Paralegal)	\$455.00	\$275.00	0.6	\$273.00	\$165.00
Lieff Cabraser Heimann & Bernstein, LLP	BERTRAM, ANNE (Paralegal)	\$360.00	\$275.00	4.2	\$1,512.00	\$1,155.00
Lieff Cabraser Heimann & Bernstein, LLP	BROWN, AIDAN (Paralegal)	\$500.00	\$275.00	1	\$500.00	\$275.00
Lieff Cabraser Heimann & Bernstein, LLP	CALANGIAN, MARGIE (Paralegal)	\$535.00	\$275.00	0.2	\$107.00	\$55.00
Lieff Cabraser Heimann & Bernstein, LLP	CHINN, VICTORIA (Staff Attorney)	\$525.00	\$415.00	3.1	\$1,627.50	\$1,286.50
Lieff Cabraser Heimann & Bernstein, LLP	DESAI, NIMISH (Partner)	\$1,010.00	\$895.00	1.6	\$1,616.00	\$1,432.00
Lieff Cabraser Heimann & Bernstein, LLP	JORDAN, CHRISTOPHER (Staff Attorney)	\$525.00	\$415.00	4.5	\$2,362.50	\$1,867.50
Lieff Cabraser Heimann & Bernstein, LLP	KAWAMURA, JENNIFER (Paralegal)	\$510.00	\$275.00	0.6	\$306.00	\$165.00
Lieff Cabraser Heimann & Bernstein, LLP	KENFIELD-KELLEHER, MURIEL (Associate)	\$500.00	\$500.00	1.1	\$550.00	\$550.00
Lieff Cabraser Heimann & Bernstein, LLP	KENFIELD-KELLEHER, MURIEL (Associate)	\$570.00	\$570.00	8.5	\$4,845.00	\$4,845.00
Lieff Cabraser Heimann & Bernstein, LLP	MACATEE, MARK (Paralegal)	\$510.00	\$275.00	65.4	\$33,354.00	\$17,985.00
Lieff Cabraser Heimann & Bernstein, LLP	MCBRIDE, KATHERINE (Associate)	\$745.00	\$600.00	19.7	\$14,676.50	\$11,820.00
Lieff Cabraser Heimann & Bernstein, LLP	MCBRIDE, KATHERINE (Partner)	\$745.00	\$745.00	112.8	\$84,036.00	\$84,036.00
Lieff Cabraser Heimann & Bernstein, LLP	MUNOZ, CHRISTOPHER (Paralegal)	\$510.00	\$275.00	78.2	\$39,882.00	\$21,505.00
Lieff Cabraser Heimann & Bernstein, LLP	NGUYEN, PHONG-CHAU (Partner)	\$800.00	\$800.00	78.7	\$62,960.00	\$62,960.00
Lieff Cabraser Heimann & Bernstein, LLP	NICOLAOU, JOHN (Partner)	\$800.00	\$800.00	13.5	\$10,800.00	\$10,800.00
Lieff Cabraser Heimann & Bernstein, LLP	STELLINGS, DAVID (Partner)	\$1,305.00	\$895.00	98	\$127,890.00	\$87,710.00
Lieff Cabraser Heimann & Bernstein, LLP	TARPEH, JLE (Paralegal)	\$510.00	\$275.00	3.3	\$1,683.00	\$907.50
Lieff Cabraser Heimann & Bernstein, LLP	WILLIN, MITCHELL (Paralegal)	\$510.00	\$275.00	78.4	\$39,984.00	\$21,560.00
Total Task Category 1				885.3	\$592,773.00	\$467,435.50
Task Category 2: Investigations and Factual Research						
Firm	Timekeeper	Standard Hourly Rate	Reduced Hourly Rate	Hours	Standard Hourly Lodestar	Reduced Hourly Lodestar
Ahdoot & Wolfson	AHDOOT, ROBERT (Partner)	\$895.00	\$895.00	8.5	\$7,607.50	\$7,607.50
Ahdoot & Wolfson	KING, BRADLEY (Partner)	\$900.00	\$895.00	28	\$25,200.00	\$25,060.00
Ahdoot & Wolfson	MAYA, THEODORE (Partner)	\$895.00	\$895.00	10.1	\$9,039.50	\$9,039.50
Ahdoot & Wolfson	MCAULEY, SEAN (Paralegal)	\$250.00	\$250.00	56.4	\$14,100.00	\$14,100.00
Ahdoot & Wolfson	WOLFSON, TINA (Partner)	\$1,200.00	\$895.00	43.6	\$52,320.00	\$39,022.00
Baron & Budd, P.C.	ALLEN, MOLLY GOZA (Staff Attorney)	\$415.00	\$415.00	60.6	\$25,149.00	\$25,149.00
Baron & Budd, P.C.	BENAVIDEZ, ERNEST (Paralegal)	\$250.00	\$250.00	12.9	\$3,225.00	\$3,225.00
Baron & Budd, P.C.	DOBBS, MICHAEL (Associate)	\$600.00	\$600.00	14.1	\$8,460.00	\$8,460.00
Baron & Budd, P.C.	ENGLISH, LYNNZE (Staff Attorney)	\$415.00	\$415.00	209.4	\$86,901.00	\$86,901.00
Baron & Budd, P.C.	FERNANDES, DAVID B. (Associate)	\$795.00	\$600.00	28.4	\$22,578.00	\$17,040.00
Baron & Budd, P.C.	FERNANDES, DAVID B. (Partner)	\$795.00	\$795.00	6.5	\$5,167.50	\$5,167.50
Baron & Budd, P.C.	FRANKLIN-ROBINSON, LAKENYA (Staff Attorney)	\$415.00	\$415.00	7.5	\$3,112.50	\$3,112.50
Baron & Budd, P.C.	HANDT, JULIA (Staff Attorney)	\$415.00	\$415.00	245.7	\$101,965.50	\$101,965.50
Baron & Budd, P.C.	HEILMAN, JOE (Staff Attorney)	\$415.00	\$415.00	10.5	\$4,357.50	\$4,357.50
Baron & Budd, P.C.	LICHTER, JAY MICHAEL (Associate)	\$675.00	\$600.00	24.2	\$16,335.00	\$14,520.00
Baron & Budd, P.C.	MANN, JONAS (Associate)	\$600.00	\$600.00	40.7	\$24,420.00	\$24,420.00
Baron & Budd, P.C.	MUTOMBO, MONIQUE (Staff Attorney)	\$415.00	\$415.00	195	\$80,925.00	\$80,925.00
Baron & Budd, P.C.	ROBELOT, RYAN A. (Staff Attorney)	\$415.00	\$415.00	113.4	\$47,061.00	\$47,061.00
Baron & Budd, P.C.	ROYSTER, SHANNON (Associate)	\$625.00	\$600.00	30	\$18,750.00	\$18,000.00
Baron & Budd, P.C.	TAMBURELLI, ADAM (Associate)	\$795.00	\$600.00	15.1	\$12,004.50	\$9,060.00
Baron & Budd, P.C.	TAMBURELLI, ADAM (Partner)	\$795.00	\$795.00	45.4	\$36,093.00	\$36,093.00

Exhibit A - Summary of Hours and Expenses Organized by Task Codes

Baron & Budd, P.C.	TELLIS, ROLAND (Partner)	\$1,200.00	\$895.00	13	\$15,600.00	\$11,635.00
Beasley Allen Crow Methvin Portis & Miles, PC	BARNETT, CLAY (Partner)	\$1,100.00	\$895.00	4.9	\$5,390.00	\$4,385.50
Beasley Allen Crow Methvin Portis & Miles, PC	MILES, DEE (Partner)	\$1,100.00	\$895.00	3.3	\$3,630.00	\$2,953.50
Beasley Allen Crow Methvin Portis & Miles, PC	RUSSELL, BRENDA (Paralegal)	\$275.00	\$275.00	5	\$1,375.00	\$1,375.00
Bleichmar Fonti & Auld LLP	DAVIS, ANNE (Partner)	\$695.00	\$695.00	0.9	\$625.50	\$625.50
Bleichmar Fonti & Auld LLP	KOO, JOOYOUNG (Staff Attorney)	\$695.00	\$415.00	8	\$5,560.00	\$3,320.00
Bleichmar Fonti & Auld LLP	MULLENS, GREGORY (Of Counsel)	\$895.00	\$895.00	0.7	\$626.50	\$626.50
Bleichmar Fonti & Auld LLP	ORNELAS, ANGELICA (Associate)	\$695.00	\$600.00	2.5	\$1,737.50	\$1,500.00
Bleichmar Fonti & Auld LLP	SAMRA, JOSHUA (Associate)	\$695.00	\$600.00	3.4	\$2,363.00	\$2,040.00
Bleichmar Fonti & Auld LLP	SULLIVAN, KASEY (Staff Attorney)	\$695.00	\$415.00	11.4	\$7,923.00	\$4,731.00
Bleichmar Fonti & Auld LLP	SUM, SYLVIA (Staff Attorney)	\$695.00	\$415.00	10	\$6,950.00	\$4,150.00
Bleichmar Fonti & Auld LLP	WEAVER, LESLEY (Partner)	\$695.00	\$695.00	1.1	\$764.50	\$764.50
Boies, Schiller & Flexner LLP	TYLER ULRICH (Partner)	\$1,060.00	\$895.00	3.5	\$3,710.00	\$3,132.50
Boies, Schiller & Flexner LLP	ULRICH, TYLER (Partner)	\$1,060.00	\$895.00	17.7	\$18,762.00	\$15,841.50
Boies, Schiller & Flexner LLP	WITTE, RYAN (Partner)	\$1,070.00	\$895.00	3.7	\$3,959.00	\$3,311.50
Boies, Schiller & Flexner LLP	ZACK, STEPHEN (Partner)	\$1,610.00	\$895.00	1.1	\$1,771.00	\$984.50
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	BARTLETT, CAROLINE (Partner)	\$875.00	\$875.00	56.7	\$49,612.50	\$49,612.50
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	CARABALLO, LUIS (Paralegal)	\$225.00	\$225.00	40.4	\$9,090.00	\$9,090.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	ECKLUND, DONALD (Partner)	\$900.00	\$895.00	1	\$900.00	\$895.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	FALDUTO, JEFF (Paralegal)	\$225.00	\$225.00	2.2	\$495.00	\$495.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	MAKHAIL, MARK (Associate)	\$600.00	\$600.00	1.1	\$660.00	\$660.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	STEELE, JORDAN (Associate)	\$600.00	\$600.00	15	\$9,000.00	\$9,000.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	TEMPTESTA, LAURA (Paralegal)	\$225.00	\$225.00	3.6	\$810.00	\$810.00
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	BARRON, SETH (Associate)	\$375.00	\$375.00	3.1	\$1,162.50	\$1,162.50
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	BLATT, GAYLE M. (Partner)	\$995.00	\$895.00	0.3	\$298.50	\$268.50
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	CASEY, DAVID S., JR. (Partner)	\$1,100.00	\$895.00	0.3	\$330.00	\$268.50
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	DAVE, SANJEEV (Staff Attorney)	\$450.00	\$415.00	7.7	\$3,465.00	\$3,195.50
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	DAVIS, JAMES (Associate)	\$475.00	\$475.00	1.6	\$760.00	\$760.00
Dicello Levitt & Casey LLC	TANGREN, JOHN (Partner)	\$1,210.00	\$895.00	0.2	\$242.00	\$179.00
Gibbs Law Group, LLP	BLUMENTHAL, AARON (Associate)	\$605.00	\$600.00	15.3	\$9,256.50	\$9,180.00
Gibbs Law Group, LLP	CORBITT, CAROLINE (Associate)	\$725.00	\$600.00	6.3	\$4,567.50	\$3,780.00
Gibbs Law Group, LLP	GIBBS, JASON (Paralegal)	\$280.00	\$275.00	31.7	\$8,876.00	\$8,717.50
Gibbs Law Group, LLP	HUGHES, DYLAN (Partner)	\$935.00	\$895.00	9.4	\$8,789.00	\$8,413.00
Gibbs Law Group, LLP	KOSBIE, JEFF (Associate)	\$605.00	\$600.00	0.4	\$242.00	\$240.00
Gibbs Law Group, LLP	LOPEZ, STEVE (Partner)	\$670.00	\$670.00	9.4	\$6,298.00	\$6,298.00
Gibbs Law Group, LLP	MAH, ROSANNE (Of Counsel)	\$740.00	\$740.00	7.7	\$5,698.00	\$5,698.00
Gibbs Law Group, LLP	RIVAS, ROSEMARY (Partner)	\$995.00	\$895.00	3.6	\$3,582.00	\$3,222.00
Gibbs Law Group, LLP	SOMINSKI, DASHA (Associate)	\$365.00	\$365.00	0.2	\$73.00	\$73.00
Gibbs Law Group, LLP	STEIN, DAVE (Partner)	\$815.00	\$815.00	0.2	\$163.00	\$163.00
Hellmuth & Johnson PLLC	BORLE, CORTLAND (Associate)	\$450.00	\$450.00	1.6	\$720.00	\$720.00
Hellmuth & Johnson PLLC	CAPRA, REBECCA (Paralegal)	\$165.00	\$165.00	0.4	\$66.00	\$66.00
Hellmuth & Johnson PLLC	CASHMAN, MICHAEL (Partner)	\$895.00	\$895.00	21.2	\$18,974.00	\$18,974.00
Hellmuth & Johnson PLLC	HAGSTROM, RICHARD (Partner)	\$980.00	\$895.00	37.4	\$36,652.00	\$33,473.00
Hellmuth & Johnson PLLC	KUHLMANN, NICHOLAS (Associate)	\$600.00	\$600.00	53.5	\$32,100.00	\$32,100.00
Hellmuth & Johnson PLLC	OTSUKA, GREGORY (Partner)	\$760.00	\$760.00	31.3	\$23,788.00	\$23,788.00
Hellmuth & Johnson PLLC	ZERBE, RODNEY (Partner)	\$610.00	\$610.00	0.3	\$183.00	\$183.00
Keller Rohrbach L.L.P.	CAPPIO, GRETCHEN (Partner)	\$1,150.00	\$895.00	4.5	\$5,175.00	\$4,027.50
Keller Rohrbach L.L.P.	GARDNER, KATHRYN (Paralegal)	\$315.00	\$275.00	2.8	\$882.00	\$770.00
Keller Rohrbach L.L.P.	MCDEVITT, RYAN (Partner)	\$875.00	\$875.00	12.4	\$10,850.00	\$10,850.00
Keller Rohrbach L.L.P.	MERSING, JACOB (Paralegal)	\$440.00	\$275.00	20	\$8,800.00	\$5,500.00
Keller Rohrbach L.L.P.	MOROWITZ, RACHEL (Associate)	\$525.00	\$525.00	119.2	\$62,580.00	\$62,580.00
Keller Rohrbach L.L.P.	SARKO, LYNN (Partner)	\$1,450.00	\$895.00	0.5	\$725.00	\$447.50
Keller Rohrbach L.L.P.	WILKINSON, CARRIE (Paralegal)	\$395.00	\$275.00	0.5	\$197.50	\$137.50
Kessler Topaz Meltzer & Check, LLP	JEFFREY, CAROLYN (Staff Attorney)	\$300.00	\$300.00	21	\$6,300.00	\$6,300.00

Exhibit A - Summary of Hours and Expenses Organized by Task Codes

Kessler Topaz Meltzer & Check, LLP	MELTZER, JOSEPH (Partner)	\$1,000.00	\$895.00	2.5	\$2,500.00	\$2,237.50
Kessler Topaz Meltzer & Check, LLP	MONKS, WILLIAM (Staff Attorney)	\$575.00	\$415.00	1.1	\$632.50	\$456.50
Kessler Topaz Meltzer & Check, LLP	RIGHTER, CAITLIN (Staff Attorney)	\$260.00	\$260.00	11.4	\$2,964.00	\$2,964.00
Kessler Topaz Meltzer & Check, LLP	TROUTNER, MELISSA (Partner)	\$950.00	\$895.00	4.2	\$3,990.00	\$3,759.00
Levi & Korsinsky, LLP	KORSINSKY, EDUARD (Partner)	\$1,050.00	\$895.00	0.2	\$210.00	\$179.00
Levi & Korsinsky, LLP	LEVI, JOSEPH (Partner)	\$1,050.00	\$895.00	4.2	\$4,410.00	\$3,759.00
Levi & Korsinsky, LLP	MACCARONE, COURTNEY (Associate)	\$675.00	\$600.00	4.5	\$3,037.50	\$2,700.00
Levi & Korsinsky, LLP	MAH, ROSANNE (Partner)	\$740.00	\$740.00	0.8	\$592.00	\$592.00
Levi & Korsinsky, LLP	RIVAS, ROSEMARY (Partner)	\$995.00	\$895.00	18.5	\$18,407.50	\$16,557.50
Lieff Cabraser Heimann & Bernstein, LLP	BALKOSKI, JANE (Paralegal)	\$360.00	\$275.00	3.6	\$1,296.00	\$990.00
Lieff Cabraser Heimann & Bernstein, LLP	BELUSHKO BARROWS, NIKKI (Paralegal)	\$535.00	\$275.00	11	\$5,885.00	\$3,025.00
Lieff Cabraser Heimann & Bernstein, LLP	BERTRAM, ANNE (Paralegal)	\$360.00	\$275.00	5.3	\$1,908.00	\$1,457.50
Lieff Cabraser Heimann & Bernstein, LLP	BROWN, AIDAN (Paralegal)	\$500.00	\$275.00	53.1	\$26,550.00	\$14,602.50
Lieff Cabraser Heimann & Bernstein, LLP	CABRASER, ELIZABETH (Partner)	\$1,460.00	\$895.00	3.3	\$4,818.00	\$2,953.50
Lieff Cabraser Heimann & Bernstein, LLP	CALANGIAN, MARGIE (Paralegal)	\$535.00	\$275.00	0.5	\$267.50	\$137.50
Lieff Cabraser Heimann & Bernstein, LLP	DESAI, NIMISH (Partner)	\$1,010.00	\$895.00	1.6	\$1,616.00	\$1,432.00
Lieff Cabraser Heimann & Bernstein, LLP	KENFIELD-KELLEHER, MURIEL (Associate)	\$500.00	\$500.00	5.2	\$2,600.00	\$2,600.00
Lieff Cabraser Heimann & Bernstein, LLP	KENFIELD-KELLEHER, MURIEL (Associate)	\$570.00	\$570.00	0.1	\$57.00	\$57.00
Lieff Cabraser Heimann & Bernstein, LLP	LICHTMAN, JASON (Partner)	\$875.00	\$875.00	1.4	\$1,225.00	\$1,225.00
Lieff Cabraser Heimann & Bernstein, LLP	LIM, TRACY (Paralegal)	\$465.00	\$275.00	0.8	\$372.00	\$220.00
Lieff Cabraser Heimann & Bernstein, LLP	MCBRIDE, KATHERINE (Associate)	\$745.00	\$600.00	22	\$16,390.00	\$13,200.00
Lieff Cabraser Heimann & Bernstein, LLP	MCBRIDE, KATHERINE (Partner)	\$745.00	\$745.00	12	\$8,940.00	\$8,940.00
Lieff Cabraser Heimann & Bernstein, LLP	MICLUT, ANDREEA (Staff Attorney)	\$525.00	\$415.00	284.8	\$149,520.00	\$118,192.00
Lieff Cabraser Heimann & Bernstein, LLP	MILORO, SCOTT (Staff Attorney)	\$525.00	\$415.00	74.8	\$39,270.00	\$31,042.00
Lieff Cabraser Heimann & Bernstein, LLP	MUKHERJI, RENEE (Paralegal)	\$535.00	\$275.00	1.6	\$856.00	\$440.00
Lieff Cabraser Heimann & Bernstein, LLP	NGUYEN, PHONG-CHAU (Partner)	\$800.00	\$800.00	8.2	\$6,560.00	\$6,560.00
Lieff Cabraser Heimann & Bernstein, LLP	NICOLAOU, JOHN (Partner)	\$800.00	\$800.00	48.6	\$38,880.00	\$38,880.00
Lieff Cabraser Heimann & Bernstein, LLP	QUISPE, COYA (Paralegal)	\$455.00	\$275.00	5	\$2,275.00	\$1,375.00
Lieff Cabraser Heimann & Bernstein, LLP	RUDNICK, JENNIFER (Paralegal)	\$535.00	\$275.00	3.4	\$1,819.00	\$935.00
Lieff Cabraser Heimann & Bernstein, LLP	SELHORST, HANNAH (Paralegal)	\$395.00	\$275.00	2.3	\$908.50	\$632.50
Lieff Cabraser Heimann & Bernstein, LLP	SIDDIQI, NABILA (Paralegal)	\$470.00	\$275.00	2.3	\$1,081.00	\$632.50
Lieff Cabraser Heimann & Bernstein, LLP	STELLINGS, DAVID (Partner)	\$1,305.00	\$895.00	9.4	\$12,267.00	\$8,413.00
Lieff Cabraser Heimann & Bernstein, LLP	TARPEH, JLE (Paralegal)	\$510.00	\$275.00	205.7	\$104,907.00	\$56,567.50
Lieff Cabraser Heimann & Bernstein, LLP	TROUVAIS, BENJAMIN (Paralegal)	\$425.00	\$275.00	10	\$4,250.00	\$2,750.00
Lieff Cabraser Heimann & Bernstein, LLP	UY, KATRINA (Paralegal)	\$535.00	\$275.00	1.8	\$963.00	\$495.00
Lieff Cabraser Heimann & Bernstein, LLP	WILLIN, MITCHELL (Paralegal)	\$510.00	\$275.00	146.3	\$74,613.00	\$40,232.50
Podhurst Orseck, P.A.	FERNANDEZ ANDES, CHRIS (Paralegal)	\$345.00	\$275.00	4.2	\$1,449.00	\$1,155.00
Podhurst Orseck, P.A.	GRAVANTE, JOHN (Partner)	\$755.00	\$755.00	4.5	\$3,397.50	\$3,397.50
Podhurst Orseck, P.A.	PELL, STEPHANIE (Staff Attorney)	\$445.00	\$415.00	0.5	\$222.50	\$207.50
Podhurst Orseck, P.A.	PENELAS, CHRISTOPHER (Paralegal)	\$345.00	\$275.00	4.4	\$1,518.00	\$1,210.00
Podhurst Orseck, P.A.	YARZABAL, ILIANA (Paralegal)	\$345.00	\$275.00	5.8	\$2,001.00	\$1,595.00
Pritzker Levine LLP	CORBITT, CAROLINE (Associate)	\$725.00	\$600.00	0.7	\$507.50	\$420.00
Pritzker Levine LLP	HAGGARTY, HEATHER (Associate)	\$850.00	\$600.00	3	\$2,550.00	\$1,800.00
Pritzker Levine LLP	LEVINE, JONATHAN (Partner)	\$1,100.00	\$895.00	0.3	\$330.00	\$268.50
Pritzker Levine LLP	PRITZKER, ELIZABETH (Partner)	\$1,100.00	\$895.00	1	\$1,100.00	\$895.00
Robbins Geller Rudman and Dowd LLP	BRANDON, KELLEY (Paralegal)	\$325.00	\$275.00	11.5	\$3,737.50	\$3,162.50
Robbins Geller Rudman and Dowd LLP	DEARMAN, MARK (Partner)	\$1,100.00	\$895.00	3.8	\$4,180.00	\$3,401.00
Robbins Geller Rudman and Dowd LLP	MARENCO, RICARDO (Associate)	\$540.00	\$540.00	5.3	\$2,862.00	\$2,862.00
Robbins Geller Rudman and Dowd LLP	PUERTO, PATRICIA (Paralegal)	\$410.00	\$275.00	1.5	\$615.00	\$412.50
Robins Kaplan, LLP	ADLER, NICHOLAS J. (Paralegal)	\$435.00	\$275.00	1.5	\$652.50	\$412.50
Robins Kaplan, LLP	HURT, J. AUSTIN (Of Counsel)	\$1,050.00	\$895.00	48.4	\$50,820.00	\$43,318.00
Robins Kaplan, LLP	NADEM, KATHLEEN M. (Staff Attorney)	\$255.00	\$255.00	3.6	\$918.00	\$918.00
Robins Kaplan, LLP	PACELLI, MICHAEL J. (Associate)	\$795.00	\$600.00	0.7	\$556.50	\$420.00
Robins Kaplan, LLP	POTTER, ANN M. (Paralegal)	\$410.00	\$275.00	30.5	\$12,505.00	\$8,387.50

Exhibit A - Summary of Hours and Expenses Organized by Task Codes

Robins Kaplan, LLP	SLAUGHTER, STACEY P. (Partner)	\$1,280.00	\$895.00	5.6	\$7,168.00	\$5,012.00
Robins Kaplan, LLP	SOTTORFF, FELIPE (Staff Attorney)	\$255.00	\$255.00	3	\$765.00	\$765.00
Seeger Weiss LLP	AYERS, CHRISTOPHER (Partner)	\$1,075.00	\$895.00	5.1	\$5,482.50	\$4,564.50
Seeger Weiss LLP	AZARIAN, NICOLE (Paralegal)	\$275.00	\$275.00	2.5	\$687.50	\$687.50
Seeger Weiss LLP	KRAMER, LESLIE (Paralegal)	\$295.00	\$275.00	15.1	\$4,454.50	\$4,152.50
Seeger Weiss LLP	SAFDAR, HUMAIRA (Associate)	\$525.00	\$525.00	0.7	\$367.50	\$367.50
Seeger Weiss LLP	TYJER, SABRINA (Paralegal)	\$395.00	\$275.00	3.4	\$1,343.00	\$935.00
Total Task Category 2				2978.3	\$1,674,909.00	\$1,445,678.00
<i>Task Category 3: Case Management and Litigation Strategy</i>						
Firm	Timekeeper	Standard Hourly Rate	Reduced Hourly Rate	Hours	Standard Hourly Lodestar	Reduced Hourly Lodestar
Ahdoot & Wolfson	AHDOOT, ROBERT (Partner)	\$895.00	\$895.00	3.6	\$3,222.00	\$3,222.00
Ahdoot & Wolfson	BENSON, SAMANTHA (Paralegal)	\$250.00	\$250.00	8.3	\$2,075.00	\$2,075.00
Ahdoot & Wolfson	BRASHEAR, AMBER (Paralegal)	\$250.00	\$250.00	0.3	\$75.00	\$75.00
Ahdoot & Wolfson	BUI, MICHELLE (Paralegal)	\$250.00	\$250.00	1.1	\$275.00	\$275.00
Ahdoot & Wolfson	CABRERA, KATHRYN (Paralegal)	\$250.00	\$250.00	0.5	\$125.00	\$125.00
Ahdoot & Wolfson	DEONNA, CHLOE (Associate)	\$550.00	\$550.00	22.9	\$12,595.00	\$12,595.00
Ahdoot & Wolfson	DILEGGI, DAWN (Paralegal)	\$250.00	\$250.00	4.7	\$1,175.00	\$1,175.00
Ahdoot & Wolfson	FABIAN, JESSIELLE (Paralegal)	\$250.00	\$250.00	3.9	\$975.00	\$975.00
Ahdoot & Wolfson	KELSTON, HENRY (Partner)	\$895.00	\$895.00	0.4	\$358.00	\$358.00
Ahdoot & Wolfson	KING, BRADLEY (Partner)	\$900.00	\$895.00	15.6	\$14,040.00	\$13,962.00
Ahdoot & Wolfson	LIIVAMAGI, HEIDI (Paralegal)	\$350.00	\$275.00	0.2	\$70.00	\$55.00
Ahdoot & Wolfson	LORITSCH, WINDY (Paralegal)	\$250.00	\$250.00	24.3	\$6,075.00	\$6,075.00
Ahdoot & Wolfson	LOWE, LAURA (Paralegal)	\$350.00	\$275.00	9.4	\$3,290.00	\$2,585.00
Ahdoot & Wolfson	MAYA, THEODORE (Partner)	\$895.00	\$895.00	1.1	\$984.50	\$984.50
Ahdoot & Wolfson	STINER, CHRISTOPHER (Partner)	\$975.00	\$895.00	34.3	\$33,442.50	\$30,698.50
Ahdoot & Wolfson	UNAL, SARPER (Associate)	\$625.00	\$600.00	3.7	\$2,312.50	\$2,220.00
Ahdoot & Wolfson	WOLFSON, TINA (Partner)	\$1,200.00	\$895.00	28.6	\$34,320.00	\$25,597.00
Baron & Budd, P.C.	ALLEN, MOLLY GOZA (Staff Attorney)	\$415.00	\$415.00	345.7	\$143,465.50	\$143,465.50
Baron & Budd, P.C.	BENAVIDEZ, ERNEST (Paralegal)	\$250.00	\$250.00	211.1	\$52,775.00	\$52,775.00
Baron & Budd, P.C.	DARCHE, BENJAMIN (Staff Attorney)	\$415.00	\$415.00	8	\$3,320.00	\$3,320.00
Baron & Budd, P.C.	DOBBS, MICHAEL (Associate)	\$600.00	\$600.00	27.9	\$16,740.00	\$16,740.00
Baron & Budd, P.C.	ELLING, KELSEY (Associate)	\$600.00	\$600.00	0.6	\$360.00	\$360.00
Baron & Budd, P.C.	ENGLISH, LYNNZE (Staff Attorney)	\$415.00	\$415.00	5.6	\$2,324.00	\$2,324.00
Baron & Budd, P.C.	FERNANDES, DAVID B. (Associate)	\$795.00	\$600.00	999.3	\$794,443.50	\$599,580.00
Baron & Budd, P.C.	FERNANDES, DAVID B. (Partner)	\$795.00	\$795.00	46.4	\$36,888.00	\$36,888.00
Baron & Budd, P.C.	FRANKLIN-ROBINSON, LAKENYA (Staff Attorney)	\$415.00	\$415.00	8	\$3,320.00	\$3,320.00
Baron & Budd, P.C.	HANDT, JULIA (Staff Attorney)	\$415.00	\$415.00	4.8	\$1,992.00	\$1,992.00
Baron & Budd, P.C.	HEILMAN, JOE (Staff Attorney)	\$415.00	\$415.00	143.6	\$59,594.00	\$59,594.00
Baron & Budd, P.C.	IRISH, JASON (Staff Attorney)	\$415.00	\$415.00	11.4	\$4,731.00	\$4,731.00
Baron & Budd, P.C.	LEVINE, HARRISON M. (Staff Attorney)	\$415.00	\$415.00	1	\$415.00	\$415.00
Baron & Budd, P.C.	LICHTER, JAY MICHAEL (Associate)	\$675.00	\$600.00	65.3	\$44,077.50	\$39,180.00
Baron & Budd, P.C.	LIPINSKI, JEFFREY (Staff Attorney)	\$415.00	\$415.00	3.8	\$1,577.00	\$1,577.00
Baron & Budd, P.C.	MANN, JONAS (Associate)	\$600.00	\$600.00	89.3	\$53,580.00	\$53,580.00
Baron & Budd, P.C.	MUTOMBO, MONIQUE (Staff Attorney)	\$415.00	\$415.00	21.2	\$8,798.00	\$8,798.00
Baron & Budd, P.C.	NEAL, RAVYN (Staff Attorney)	\$415.00	\$415.00	8	\$3,320.00	\$3,320.00
Baron & Budd, P.C.	NIEBERGALL, CATHERINE (Staff Attorney)	\$415.00	\$415.00	0.4	\$166.00	\$166.00
Baron & Budd, P.C.	OEFFNER, JESSICA (Staff Attorney)	\$415.00	\$415.00	117.3	\$48,679.50	\$48,679.50
Baron & Budd, P.C.	PACELLI, MICHAEL (Associate)	\$600.00	\$600.00	1.1	\$660.00	\$660.00
Baron & Budd, P.C.	PETTY, TAYLOR (Staff Attorney)	\$415.00	\$415.00	1	\$415.00	\$415.00
Baron & Budd, P.C.	ROBELOT, RYAN A. (Staff Attorney)	\$415.00	\$415.00	33.3	\$13,819.50	\$13,819.50
Baron & Budd, P.C.	ROYSTER, SHANNON (Associate)	\$625.00	\$600.00	149.4	\$93,375.00	\$89,640.00
Baron & Budd, P.C.	SHAFFIN, ORI (Staff Attorney)	\$415.00	\$415.00	45.6	\$18,924.00	\$18,924.00
Baron & Budd, P.C.	SMILEY, ELIZABETH (Associate)	\$575.00	\$575.00	2.6	\$1,495.00	\$1,495.00
Baron & Budd, P.C.	TAMBURELLI, ADAM (Associate)	\$795.00	\$600.00	918.8	\$730,446.00	\$551,280.00

Exhibit A - Summary of Hours and Billing Organized by Task Codes

Baron & Budd, P.C.	TAMBURELLI, ADAM (Partner)	\$795.00	\$795.00	43.2	\$34,344.00	\$34,344.00
Baron & Budd, P.C.	TELLIS, ROLAND (Partner)	\$1,200.00	\$895.00	115.7	\$138,840.00	\$103,551.50
Beasley Allen Crow Methvin Portis & Miles, PC	BALDWIN, CHRIS (Staff Attorney)	\$350.00	\$350.00	0.7	\$245.00	\$245.00
Beasley Allen Crow Methvin Portis & Miles, PC	BARNETT, CLAY (Partner)	\$1,100.00	\$895.00	52.4	\$57,640.00	\$46,898.00
Beasley Allen Crow Methvin Portis & Miles, PC	MARTIN, DYLAN (Associate)	\$550.00	\$550.00	0.4	\$220.00	\$220.00
Beasley Allen Crow Methvin Portis & Miles, PC	MILES, DEE (Partner)	\$1,100.00	\$895.00	65.1	\$71,610.00	\$58,264.50
Beasley Allen Crow Methvin Portis & Miles, PC	RUSSELL, BRENDA (Paralegal)	\$275.00	\$275.00	144.7	\$39,792.50	\$39,792.50
Beasley Allen Crow Methvin Portis & Miles, PC	WILLIAMS, MITCH (Associate)	\$650.00	\$600.00	13.5	\$8,775.00	\$8,100.00
Bleichmar Fonti & Auld LLP	BERTERO, ANTHONY (Staff Attorney)	\$695.00	\$415.00	8	\$5,560.00	\$3,320.00
Bleichmar Fonti & Auld LLP	DAVIS, ANNE (Partner)	\$695.00	\$695.00	10.6	\$7,367.00	\$7,367.00
Bleichmar Fonti & Auld LLP	DAVIS, ANNE (Partner)	\$950.00	\$895.00	0.9	\$855.00	\$805.50
Bleichmar Fonti & Auld LLP	KOO, JOOYOUNG (Staff Attorney)	\$695.00	\$415.00	5.5	\$3,822.50	\$2,282.50
Bleichmar Fonti & Auld LLP	KOO, JOOYOUNG (Staff Attorney)	\$950.00	\$415.00	7.2	\$6,840.00	\$2,988.00
Bleichmar Fonti & Auld LLP	LAW, JULIE (Paralegal)	\$695.00	\$275.00	0.4	\$278.00	\$110.00
Bleichmar Fonti & Auld LLP	MULLENS, GREGORY (Of Counsel)	\$895.00	\$895.00	0.2	\$179.00	\$179.00
Bleichmar Fonti & Auld LLP	ORNELAS, ANGELICA (Associate)	\$695.00	\$600.00	10.2	\$7,089.00	\$6,120.00
Bleichmar Fonti & Auld LLP	ROBERTSON, KELSEY (Staff Attorney)	\$695.00	\$415.00	3.5	\$2,432.50	\$1,452.50
Bleichmar Fonti & Auld LLP	SAMRA, JOSHUA (Associate)	\$695.00	\$600.00	12	\$8,340.00	\$7,200.00
Bleichmar Fonti & Auld LLP	SIMNOWITZ, SARA (Associate)	\$695.00	\$600.00	2.6	\$1,807.00	\$1,560.00
Bleichmar Fonti & Auld LLP	SULLIVAN, KASEY (Staff Attorney)	\$695.00	\$415.00	4.9	\$3,405.50	\$2,033.50
Bleichmar Fonti & Auld LLP	SUM, SYLVIA (Staff Attorney)	\$490.00	\$415.00	0.3	\$147.00	\$124.50
Bleichmar Fonti & Auld LLP	SUM, SYLVIA (Staff Attorney)	\$695.00	\$415.00	16.1	\$11,189.50	\$6,681.50
Bleichmar Fonti & Auld LLP	WEAVER, LESLEY (Partner)	\$695.00	\$695.00	46.7	\$32,456.50	\$32,456.50
Bleichmar Fonti & Auld LLP	WEAVER, LESLEY (Partner)	\$1,250.00	\$895.00	3.5	\$4,375.00	\$3,132.50
Boies, Schiller & Flexner LLP	BEATON, MARCOS (Of Counsel)	\$790.00	\$790.00	92.7	\$73,233.00	\$73,233.00
Boies, Schiller & Flexner LLP	BUTTERWORTH, BRANDON (Associate)	\$740.00	\$600.00	6.5	\$4,810.00	\$3,900.00
Boies, Schiller & Flexner LLP	LICATA, SAMANTHA (Associate)	\$670.00	\$600.00	4.4	\$2,948.00	\$2,640.00
Boies, Schiller & Flexner LLP	MARTIN, RACHEL (Associate)	\$710.00	\$600.00	21.6	\$15,336.00	\$12,960.00
Boies, Schiller & Flexner LLP	MIKULIC, MICHAEL (Associate)	\$740.00	\$600.00	6.8	\$5,032.00	\$4,080.00
Boies, Schiller & Flexner LLP	RACHEL MARTIN (Associate)	\$710.00	\$600.00	0.2	\$142.00	\$120.00
Boies, Schiller & Flexner LLP	STEPHEN ZACK (Partner)	\$1,610.00	\$895.00	6.7	\$10,787.00	\$5,996.50
Boies, Schiller & Flexner LLP	TYLER ULRICH (Partner)	\$1,060.00	\$895.00	15.4	\$16,324.00	\$13,783.00
Boies, Schiller & Flexner LLP	ULRICH, TYLER (Partner)	\$1,060.00	\$895.00	69	\$73,140.00	\$61,755.00
Boies, Schiller & Flexner LLP	WITTE, RYAN (Partner)	\$1,070.00	\$895.00	97.9	\$104,753.00	\$87,620.50
Boies, Schiller & Flexner LLP	ZACK, JASON (Of Counsel)	\$950.00	\$895.00	0.4	\$380.00	\$358.00
Boies, Schiller & Flexner LLP	ZACK, STEPHEN (Partner)	\$1,610.00	\$895.00	77.6	\$124,936.00	\$69,452.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	BARTLETT, CAROLINE (Partner)	\$875.00	\$875.00	15.4	\$13,475.00	\$13,475.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	BOWER, ZACH (Partner)	\$875.00	\$875.00	0.5	\$437.50	\$437.50
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	CARABALLO, LUIS (Paralegal)	\$225.00	\$225.00	70	\$15,750.00	\$15,750.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	CECCHI, JAMES (Partner)	\$1,000.00	\$895.00	3	\$3,000.00	\$2,685.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	ECKLUND, DONALD (Partner)	\$900.00	\$895.00	5.5	\$4,950.00	\$4,922.50
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	FALDUTO, JEFF (Paralegal)	\$225.00	\$225.00	2.1	\$472.50	\$472.50
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	INNES, MICHAEL (Partner)	\$750.00	\$750.00	0.6	\$450.00	\$450.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	MAKHAIL, MARK (Associate)	\$600.00	\$600.00	5.6	\$3,360.00	\$3,360.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	MANORY, WILLIAM (Associate)	\$550.00	\$550.00	5	\$2,750.00	\$2,750.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	MANORY, WILLIAM (Paralegal)	\$550.00	\$275.00	2.2	\$1,210.00	\$605.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	RAGO, MARY ELLEN (Paralegal)	\$225.00	\$225.00	0.9	\$202.50	\$202.50
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	STEELE, JORDAN (Associate)	\$600.00	\$600.00	33.2	\$19,920.00	\$19,920.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	TEMPTESTA, LAURA (Paralegal)	\$225.00	\$225.00	37.7	\$8,482.50	\$8,482.50
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	TYSON, STEVEN (Associate)	\$550.00	\$550.00	2.7	\$1,485.00	\$1,485.00
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	BARRON, SETH (Associate)	\$375.00	\$375.00	4.6	\$1,725.00	\$1,725.00
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	BLATT, GAYLE M. (Partner)	\$995.00	\$895.00	56.5	\$56,217.50	\$50,567.50
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	CASEY, DAVID S., JR. (Partner)	\$1,100.00	\$895.00	8.9	\$9,790.00	\$7,965.50
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	CASEY, III, DAVE (Associate)	\$395.00	\$395.00	3.3	\$1,303.50	\$1,303.50

Exhibit A - Summary of Hours and Expenses Organized by Task Codes

Casey Gerry Schenk Francavilla Blatt & Penfield LLP	DAVIS, JAMES (Associate)	\$475.00	\$475.00	53.3	\$25,317.50	\$25,317.50
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	GUERRA, P. CAMILLE (Partner)	\$815.00	\$815.00	115.3	\$93,969.50	\$93,969.50
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	MCBAIN, CATHERINE (Associate)	\$505.00	\$505.00	0.3	\$151.50	\$151.50
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	NARASIMHAN, AJIT (Paralegal)	\$215.00	\$215.00	2.5	\$537.50	\$537.50
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	RATAJESAK, VICKI (Paralegal)	\$235.00	\$235.00	0.2	\$47.00	\$47.00
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	ROBINSON, JEREMY (Partner)	\$950.00	\$895.00	19.8	\$18,810.00	\$17,721.00
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	SINNING, NANCY (Paralegal)	\$265.00	\$265.00	11.5	\$3,047.50	\$3,047.50
Dicello Levitt & Casey LLC	BANKS, SHARON (Paralegal)	\$415.00	\$275.00	10.7	\$4,440.50	\$2,942.50
Dicello Levitt & Casey LLC	FERRI, DANIEL (Partner)	\$1,110.00	\$895.00	12.4	\$13,764.00	\$11,098.00
Dicello Levitt & Casey LLC	LEVITT, ADAM (Partner)	\$1,430.00	\$895.00	82.3	\$117,689.00	\$73,658.50
Dicello Levitt & Casey LLC	OTTO, ASHTIN (Paralegal)	\$325.00	\$275.00	0.8	\$260.00	\$220.00
Dicello Levitt & Casey LLC	PROM, ADAM (Paralegal)	\$760.00	\$275.00	0.7	\$532.00	\$192.50
Dicello Levitt & Casey LLC	TANGREN, JOHN (Partner)	\$1,210.00	\$895.00	27.7	\$33,517.00	\$24,791.50
Gibbs Law Group, LLP	BLOOMFIELD, JOSHUA (Of Counsel)	\$850.00	\$850.00	47.7	\$40,545.00	\$40,545.00
Gibbs Law Group, LLP	CORBITT, CAROLINE (Associate)	\$725.00	\$600.00	1.2	\$870.00	\$720.00
Gibbs Law Group, LLP	GIBBONEY, KYLA (Associate)	\$605.00	\$600.00	0.1	\$60.50	\$60.00
Gibbs Law Group, LLP	GIBBS, ERIC (Partner)	\$1,065.00	\$895.00	0.8	\$852.00	\$716.00
Gibbs Law Group, LLP	HUTCHINSON, PARKER (Of Counsel)	\$660.00	\$660.00	1.4	\$924.00	\$924.00
Gibbs Law Group, LLP	KOSBIE, JEFF (Associate)	\$605.00	\$600.00	7.9	\$4,779.50	\$4,740.00
Gibbs Law Group, LLP	LOPEZ, STEVE (Partner)	\$670.00	\$670.00	3.2	\$2,144.00	\$2,144.00
Gibbs Law Group, LLP	MAH, ROSANNE (Of Counsel)	\$740.00	\$740.00	0.9	\$666.00	\$666.00
Gibbs Law Group, LLP	RISOLDI, ALYSSA (Staff Attorney)	\$415.00	\$415.00	39	\$16,185.00	\$16,185.00
Gibbs Law Group, LLP	RIVAS, ROSEMARY (Partner)	\$995.00	\$895.00	9.2	\$9,154.00	\$8,234.00
Gibbs Law Group, LLP	STEIN, DAVE (Partner)	\$815.00	\$815.00	1	\$815.00	\$815.00
Hellmuth & Johnson PLLC	CASHMAN, MICHAEL (Partner)	\$895.00	\$895.00	5.5	\$4,922.50	\$4,922.50
Hellmuth & Johnson PLLC	HAGSTROM, RICHARD (Partner)	\$980.00	\$895.00	41.5	\$40,670.00	\$37,142.50
Hellmuth & Johnson PLLC	KUHLMANN, NICHOLAS (Associate)	\$600.00	\$600.00	15.4	\$9,240.00	\$9,240.00
Hellmuth & Johnson PLLC	NELSON, BRIAN (Associate)	\$650.00	\$600.00	10.7	\$6,955.00	\$6,420.00
Hellmuth & Johnson PLLC	OTSUKA, GREGORY (Partner)	\$760.00	\$760.00	13.5	\$10,260.00	\$10,260.00
Keller Rohrbach L.L.P.	BORSETH, XANNIE (Paralegal)	\$300.00	\$275.00	0.2	\$60.00	\$55.00
Keller Rohrbach L.L.P.	CAPPIO, GRETCHEN (Partner)	\$1,150.00	\$895.00	78.5	\$90,275.00	\$70,257.50
Keller Rohrbach L.L.P.	CHAN, ALEX (Paralegal)	\$380.00	\$275.00	42.2	\$16,036.00	\$11,605.00
Keller Rohrbach L.L.P.	DANIEL, ADELE (Associate)	\$650.00	\$600.00	0.1	\$65.00	\$60.00
Keller Rohrbach L.L.P.	EMERSON, ERIKA (Associate)	\$605.00	\$600.00	5.8	\$3,509.00	\$3,480.00
Keller Rohrbach L.L.P.	FIERRO, ERIC (Partner)	\$910.00	\$895.00	1.5	\$1,365.00	\$1,342.50
Keller Rohrbach L.L.P.	GARDNER, KATHRYN (Paralegal)	\$315.00	\$275.00	16.9	\$5,323.50	\$4,647.50
Keller Rohrbach L.L.P.	GARRIDO, JOEL (Paralegal)	\$365.00	\$275.00	17.6	\$6,424.00	\$4,840.00
Keller Rohrbach L.L.P.	GUSSIN, ZACHARY (Associate)	\$625.00	\$600.00	1.4	\$875.00	\$840.00
Keller Rohrbach L.L.P.	GUTHRIE, HEATHER R. (Paralegal)	\$330.00	\$275.00	0.8	\$264.00	\$220.00
Keller Rohrbach L.L.P.	HARRIS, ARDUA (Paralegal)	\$270.00	\$270.00	4	\$1,080.00	\$1,080.00
Keller Rohrbach L.L.P.	HILL, JENNIFER (Paralegal)	\$425.00	\$275.00	2	\$850.00	\$550.00
Keller Rohrbach L.L.P.	JANSEN, JESSICA S. (Paralegal)	\$410.00	\$275.00	0.1	\$41.00	\$27.50
Keller Rohrbach L.L.P.	LAPORTE, KAIT (Paralegal)	\$280.00	\$275.00	7.6	\$2,128.00	\$2,090.00
Keller Rohrbach L.L.P.	LIKIT, JAN (Paralegal)	\$260.00	\$260.00	0.4	\$104.00	\$104.00
Keller Rohrbach L.L.P.	MARRIOTT, PATRICK T. (Associate)	\$510.00	\$510.00	3.2	\$1,632.00	\$1,632.00
Keller Rohrbach L.L.P.	MCCENEY, ABIGAIL (Paralegal)	\$260.00	\$260.00	1	\$260.00	\$260.00
Keller Rohrbach L.L.P.	MCDEVITT, RYAN (Partner)	\$875.00	\$875.00	307	\$268,625.00	\$268,625.00
Keller Rohrbach L.L.P.	MERSING, JACOB (Paralegal)	\$440.00	\$275.00	207.8	\$91,432.00	\$57,145.00
Keller Rohrbach L.L.P.	MEYER, WYATT (Paralegal)	\$90.00	\$90.00	12	\$1,080.00	\$1,080.00
Keller Rohrbach L.L.P.	MOROWITZ, RACHEL (Associate)	\$525.00	\$525.00	59.9	\$31,447.50	\$31,447.50
Keller Rohrbach L.L.P.	NEALIOUS, BIANCA (Paralegal)	\$335.00	\$275.00	41.2	\$13,802.00	\$11,330.00
Keller Rohrbach L.L.P.	NICHOLS, RAENY M. (Paralegal)	\$330.00	\$275.00	0.1	\$33.00	\$27.50
Keller Rohrbach L.L.P.	PREUSCH, MATTHEW J. (Associate)	\$750.00	\$600.00	0.2	\$150.00	\$120.00
Keller Rohrbach L.L.P.	PRY, JONATHAN (Paralegal)	\$260.00	\$260.00	1.7	\$442.00	\$442.00

Exhibit A - Summary of Hours and Expenses Organized by Task Codes

Keller Rohrbach L.L.P.	READ, SYDNEY (Associate)	\$510.00	\$510.00	70.5	\$35,955.00	\$35,955.00
Keller Rohrbach L.L.P.	RODGERS, AUBREY (Paralegal)	\$385.00	\$275.00	15	\$5,775.00	\$4,125.00
Keller Rohrbach L.L.P.	SARKO, LYNN (Partner)	\$1,450.00	\$895.00	8.1	\$11,745.00	\$7,249.50
Keller Rohrbach L.L.P.	SMITH, ALEX (Paralegal)	\$395.00	\$275.00	2.9	\$1,145.50	\$797.50
Keller Rohrbach L.L.P.	SPANGLER, BRIAN E. (Paralegal)	\$350.00	\$275.00	36.8	\$12,880.00	\$10,120.00
Keller Rohrbach L.L.P.	STRECKERT, PATRICKM T.M. (Associate)	\$510.00	\$510.00	6	\$3,060.00	\$3,060.00
Keller Rohrbach L.L.P.	TIEZAZU, Y. TIZZY (Paralegal)	\$305.00	\$275.00	1.1	\$335.50	\$302.50
Keller Rohrbach L.L.P.	TUNKKARI, KATJA (Paralegal)	\$300.00	\$275.00	21.6	\$6,480.00	\$5,940.00
Keller Rohrbach L.L.P.	VERDUGO, GABE E. (Associate)	\$630.00	\$600.00	13.1	\$8,253.00	\$7,860.00
Keller Rohrbach L.L.P.	WILSON, KIANA (Paralegal)	\$365.00	\$275.00	7.3	\$2,664.50	\$2,007.50
Keller Rohrbach L.L.P.	WRIGHT, EMMA (Paralegal)	\$595.00	\$275.00	11.5	\$6,842.50	\$3,162.50
Kessler Topaz Meltzer & Check, LLP	AMJED, NAUMON (Partner)	\$970.00	\$895.00	2.1	\$2,037.00	\$1,879.50
Kessler Topaz Meltzer & Check, LLP	BELL, ADRIENNE (Associate)	\$575.00	\$575.00	189.9	\$109,192.50	\$109,192.50
Kessler Topaz Meltzer & Check, LLP	GRADEN, TYLER (Associate)	\$965.00	\$600.00	6	\$5,790.00	\$3,600.00
Kessler Topaz Meltzer & Check, LLP	HEMSLEY, COURTNEY (Paralegal)	\$405.00	\$275.00	32.8	\$13,284.00	\$9,020.00
Kessler Topaz Meltzer & Check, LLP	JULIANO, MAGGIE (Staff Attorney)	\$385.00	\$385.00	0.2	\$77.00	\$77.00
Kessler Topaz Meltzer & Check, LLP	LESSER, NATALIE (Associate)	\$535.00	\$535.00	13.8	\$7,383.00	\$7,383.00
Kessler Topaz Meltzer & Check, LLP	MARO, JAMES (Partner)	\$950.00	\$895.00	2	\$1,900.00	\$1,790.00
Kessler Topaz Meltzer & Check, LLP	MCGINLEY, LAUREN (Associate)	\$480.00	\$480.00	4.8	\$2,304.00	\$2,304.00
Kessler Topaz Meltzer & Check, LLP	MELTZER, JOSEPH (Partner)	\$1,000.00	\$895.00	28.9	\$28,900.00	\$25,865.50
Kessler Topaz Meltzer & Check, LLP	MONKS, WILLIAM (Staff Attorney)	\$575.00	\$415.00	1.6	\$920.00	\$664.00
Kessler Topaz Meltzer & Check, LLP	PAFFAS, HOLLY (Paralegal)	\$320.00	\$275.00	0.4	\$128.00	\$110.00
Kessler Topaz Meltzer & Check, LLP	PARK, ALEX (Associate)	\$480.00	\$480.00	0.5	\$240.00	\$240.00
Kessler Topaz Meltzer & Check, LLP	PEOPLES, ANDREW (Staff Attorney)	\$455.00	\$415.00	3.6	\$1,638.00	\$1,494.00
Kessler Topaz Meltzer & Check, LLP	PORT, LISA LAMB (Associate)	\$750.00	\$600.00	8	\$6,000.00	\$4,800.00
Kessler Topaz Meltzer & Check, LLP	SHERONAS, KELSEY (Associate)	\$510.00	\$510.00	2	\$1,020.00	\$1,020.00
Kessler Topaz Meltzer & Check, LLP	SWIFT, MARY (Paralegal)	\$320.00	\$275.00	4.3	\$1,376.00	\$1,182.50
Kessler Topaz Meltzer & Check, LLP	TAMERIER, JULIE (Paralegal)	\$85.00	\$85.00	0.5	\$42.50	\$42.50
Kessler Topaz Meltzer & Check, LLP	TOPAZ, MARC (Partner)	\$1,000.00	\$895.00	2.5	\$2,500.00	\$2,237.50
Kessler Topaz Meltzer & Check, LLP	TROUTNER, MELISSA (Partner)	\$950.00	\$895.00	25.4	\$24,130.00	\$22,733.00
Kessler Topaz Meltzer & Check, LLP	WHITMAN, JOHNSTON (Partner)	\$950.00	\$895.00	5.2	\$4,940.00	\$4,654.00
Kessler Topaz Meltzer & Check, LLP	WINCHESTER, ROBIN (Partner)	\$1,145.00	\$895.00	5.1	\$5,839.50	\$4,564.50
Kessler Topaz Meltzer & Check, LLP	YEATES, MELISSA (Partner)	\$1,145.00	\$895.00	1.5	\$1,717.50	\$1,342.50
Law Offices of Richard M. Hagstrom	HAGSTROM, RICHARD (Partner)	\$980.00	\$895.00	2.3	\$2,254.00	\$2,058.50
Levi & Korsinsky, LLP	KORSINSKY, EDUARD (Partner)	\$1,050.00	\$895.00	0.4	\$420.00	\$358.00
Levi & Korsinsky, LLP	LEVI, JOSEPH (Partner)	\$1,050.00	\$895.00	0.2	\$210.00	\$179.00
Levi & Korsinsky, LLP	MACCARONE, COURTNEY (Associate)	\$675.00	\$600.00	85.6	\$57,780.00	\$51,360.00
Levi & Korsinsky, LLP	MAH, ROSANNE (Partner)	\$740.00	\$740.00	42.2	\$31,228.00	\$31,228.00
Levi & Korsinsky, LLP	RIVAS, ROSEMARY (Partner)	\$995.00	\$895.00	19.8	\$19,701.00	\$17,721.00
Levi & Korsinsky, LLP	SCHMITT, CHRISTOPHER (Staff Attorney)	\$475.00	\$415.00	23.7	\$11,257.50	\$9,835.50
Lieff Cabraser Heimann & Bernstein, LLP	ANTHONY, RICHARD (Paralegal)	\$535.00	\$275.00	0.5	\$267.50	\$137.50
Lieff Cabraser Heimann & Bernstein, LLP	ARSOV, DUSHAN (Paralegal)	\$455.00	\$275.00	109.7	\$49,913.50	\$30,167.50
Lieff Cabraser Heimann & Bernstein, LLP	BALKOSKI, JANE (Paralegal)	\$360.00	\$275.00	30.2	\$10,872.00	\$8,305.00
Lieff Cabraser Heimann & Bernstein, LLP	BAYRON, ERICA (Paralegal)	\$510.00	\$275.00	61	\$31,110.00	\$16,775.00
Lieff Cabraser Heimann & Bernstein, LLP	BEHRMANN, DAWN (Paralegal)	\$390.00	\$275.00	3.5	\$1,365.00	\$962.50
Lieff Cabraser Heimann & Bernstein, LLP	BELUSHKO BARROWS, NIKKI (Paralegal)	\$535.00	\$275.00	1.7	\$909.50	\$467.50
Lieff Cabraser Heimann & Bernstein, LLP	BERTRAM, ANNE (Paralegal)	\$360.00	\$275.00	40.8	\$14,688.00	\$11,220.00
Lieff Cabraser Heimann & Bernstein, LLP	BILKISS, ABBY (Staff Attorney)	\$415.00	\$415.00	11	\$4,565.00	\$4,565.00
Lieff Cabraser Heimann & Bernstein, LLP	BROWN, AIDAN (Paralegal)	\$500.00	\$275.00	348.2	\$174,100.00	\$95,755.00
Lieff Cabraser Heimann & Bernstein, LLP	BUDNER, KEVIN (Partner)	\$790.00	\$790.00	0.8	\$632.00	\$632.00
Lieff Cabraser Heimann & Bernstein, LLP	CABRASER, ELIZABETH (Partner)	\$1,460.00	\$895.00	0.9	\$1,314.00	\$805.50
Lieff Cabraser Heimann & Bernstein, LLP	CALANGIAN, MARGIE (Paralegal)	\$535.00	\$275.00	44.6	\$23,861.00	\$12,265.00
Lieff Cabraser Heimann & Bernstein, LLP	CHINN, VICTORIA (Staff Attorney)	\$525.00	\$415.00	0.5	\$262.50	\$207.50
Lieff Cabraser Heimann & Bernstein, LLP	CHIPLOCK, DANIEL (Partner)	\$1,080.00	\$895.00	2.2	\$2,376.00	\$1,969.00

Exhibit A - Summary of Hours and Fees Organized by Task Codes

Lieff Cabraser Heimann & Bernstein, LLP	DESAI, NIMISH (Partner)	\$1,010.00	\$895.00	38.1	\$38,481.00	\$34,099.50
Lieff Cabraser Heimann & Bernstein, LLP	GEISSLER, ROGER (Staff Attorney)	\$525.00	\$415.00	1	\$525.00	\$415.00
Lieff Cabraser Heimann & Bernstein, LLP	GRANT, ANTHONY (Paralegal)	\$535.00	\$275.00	1.4	\$749.00	\$385.00
Lieff Cabraser Heimann & Bernstein, LLP	GRIFFITH, SPENCER (Paralegal)	\$405.00	\$275.00	5.5	\$2,227.50	\$1,512.50
Lieff Cabraser Heimann & Bernstein, LLP	JONES, KAREN (Staff Attorney)	\$525.00	\$415.00	3	\$1,575.00	\$1,245.00
Lieff Cabraser Heimann & Bernstein, LLP	JORDAN, CHRISTOPHER (Staff Attorney)	\$525.00	\$415.00	14.1	\$7,402.50	\$5,851.50
Lieff Cabraser Heimann & Bernstein, LLP	KAWAMURA, JENNIFER (Paralegal)	\$510.00	\$275.00	0.4	\$204.00	\$110.00
Lieff Cabraser Heimann & Bernstein, LLP	KENFIELD-KELLEHER, MURIEL (Associate)	\$500.00	\$500.00	54.6	\$27,300.00	\$27,300.00
Lieff Cabraser Heimann & Bernstein, LLP	KENFIELD-KELLEHER, MURIEL (Associate)	\$570.00	\$570.00	10.3	\$5,871.00	\$5,871.00
Lieff Cabraser Heimann & Bernstein, LLP	KRAVATZ, JILLIAN (Paralegal)	\$360.00	\$275.00	12.4	\$4,464.00	\$3,410.00
Lieff Cabraser Heimann & Bernstein, LLP	KRUGER, ERIK (Paralegal)	\$510.00	\$275.00	26.2	\$13,362.00	\$7,205.00
Lieff Cabraser Heimann & Bernstein, LLP	LICHTMAN, JASON (Partner)	\$875.00	\$875.00	5.6	\$4,900.00	\$4,900.00
Lieff Cabraser Heimann & Bernstein, LLP	LIM, TRACY (Paralegal)	\$465.00	\$275.00	14.5	\$6,742.50	\$3,987.50
Lieff Cabraser Heimann & Bernstein, LLP	MACATEE, MARK (Paralegal)	\$510.00	\$275.00	0.3	\$153.00	\$82.50
Lieff Cabraser Heimann & Bernstein, LLP	MCBRIDE, KATHERINE (Associate)	\$745.00	\$600.00	176.4	\$131,418.00	\$105,840.00
Lieff Cabraser Heimann & Bernstein, LLP	MCBRIDE, KATHERINE (Partner)	\$745.00	\$745.00	143.9	\$107,205.50	\$107,205.50
Lieff Cabraser Heimann & Bernstein, LLP	MICLUT, ANDREEA (Staff Attorney)	\$525.00	\$415.00	3.4	\$1,785.00	\$1,411.00
Lieff Cabraser Heimann & Bernstein, LLP	MILORO, SCOTT (Staff Attorney)	\$525.00	\$415.00	146.5	\$76,912.50	\$60,797.50
Lieff Cabraser Heimann & Bernstein, LLP	NEE, MAYA (Paralegal)	\$455.00	\$275.00	48.9	\$22,249.50	\$13,447.50
Lieff Cabraser Heimann & Bernstein, LLP	NGUYEN, PHONG-CHAU (Partner)	\$800.00	\$800.00	223.2	\$178,560.00	\$178,560.00
Lieff Cabraser Heimann & Bernstein, LLP	NICOLAOU, JOHN (Partner)	\$800.00	\$800.00	486.7	\$389,360.00	\$389,360.00
Lieff Cabraser Heimann & Bernstein, LLP	PUSTILNIK, ALIX (Staff Attorney)	\$415.00	\$415.00	8.9	\$3,693.50	\$3,693.50
Lieff Cabraser Heimann & Bernstein, LLP	RAHIMI, FAWAD (Paralegal)	\$535.00	\$275.00	36.9	\$19,741.50	\$10,147.50
Lieff Cabraser Heimann & Bernstein, LLP	RUDNICK, JENNIFER (Paralegal)	\$510.00	\$275.00	2.5	\$1,275.00	\$687.50
Lieff Cabraser Heimann & Bernstein, LLP	SELHORST, HANNAH (Paralegal)	\$395.00	\$275.00	19	\$7,505.00	\$5,225.00
Lieff Cabraser Heimann & Bernstein, LLP	STELLINGS, DAVID (Partner)	\$1,305.00	\$895.00	1102	\$1,438,110.00	\$986,290.00
Lieff Cabraser Heimann & Bernstein, LLP	TARPEH, JLE (Paralegal)	\$510.00	\$275.00	280.9	\$143,259.00	\$77,247.50
Lieff Cabraser Heimann & Bernstein, LLP	TEXIER, MUNA (Paralegal)	\$535.00	\$275.00	7.3	\$3,905.50	\$2,007.50
Lieff Cabraser Heimann & Bernstein, LLP	WILLIN, MITCHELL (Paralegal)	\$510.00	\$275.00	2	\$1,020.00	\$550.00
Podhurst Orseck, P.A.	DEL RIEGO, ALISSA (Associate)	\$655.00	\$600.00	82.2	\$53,841.00	\$49,320.00
Podhurst Orseck, P.A.	GRAVANTE, JOHN (Partner)	\$755.00	\$755.00	52.7	\$39,788.50	\$39,788.50
Podhurst Orseck, P.A.	LEVY, NATHALIE (Staff Attorney)	\$590.00	\$415.00	20.1	\$11,859.00	\$8,341.50
Podhurst Orseck, P.A.	LOPEZ, ALEJANDRO (Staff Attorney)	\$590.00	\$415.00	0.5	\$295.00	\$207.50
Podhurst Orseck, P.A.	PELL, STEPHANIE (Staff Attorney)	\$445.00	\$415.00	84.4	\$37,558.00	\$35,026.00
Podhurst Orseck, P.A.	PRIETO, PETER (Partner)	\$1,275.00	\$895.00	16.8	\$21,420.00	\$15,036.00
Podhurst Orseck, P.A.	WEINSHALL, MATT (Partner)	\$755.00	\$755.00	8.2	\$6,191.00	\$6,191.00
Podhurst Orseck, P.A.	YARZABAL, ILIANA (Paralegal)	\$345.00	\$275.00	169	\$58,305.00	\$46,475.00
Pritzker Levine LLP	CARACUZZO, BETHANY (Partner)	\$950.00	\$895.00	8.6	\$8,170.00	\$7,697.00
Pritzker Levine LLP	CORBITT, CAROLINE (Associate)	\$725.00	\$600.00	12.7	\$9,207.50	\$7,620.00
Pritzker Levine LLP	DOWALIBY, JOANNA (Paralegal)	\$295.00	\$275.00	2	\$590.00	\$550.00
Pritzker Levine LLP	HAGGARTY, HEATHER (Associate)	\$850.00	\$600.00	39.6	\$33,660.00	\$23,760.00
Pritzker Levine LLP	LEVINE, JONATHAN (Partner)	\$1,100.00	\$895.00	131.3	\$144,430.00	\$117,513.50
Pritzker Levine LLP	PRITZKER, ELIZABETH (Partner)	\$1,100.00	\$895.00	9.1	\$10,010.00	\$8,144.50
Pritzker Levine LLP	WHITNEY, ANNE (Associate)	\$700.00	\$600.00	11.6	\$8,120.00	\$6,960.00
Robbins Geller Rudman and Dowd LLP	ALPERSTEIN, JASON (Partner)	\$840.00	\$840.00	0.3	\$252.00	\$252.00
Robbins Geller Rudman and Dowd LLP	COHEN, ALEXANDER (Associate)	\$560.00	\$560.00	6.9	\$3,864.00	\$3,864.00
Robbins Geller Rudman and Dowd LLP	CURTISS, BROOKE (Staff Attorney)	\$440.00	\$415.00	6.1	\$2,684.00	\$2,531.50
Robbins Geller Rudman and Dowd LLP	DAVIS, ALINA (Associate)	\$675.00	\$600.00	0.6	\$405.00	\$360.00
Robbins Geller Rudman and Dowd LLP	DEARMAN, MARK (Partner)	\$1,100.00	\$895.00	28.2	\$31,020.00	\$25,239.00
Robbins Geller Rudman and Dowd LLP	GELLER, PAUL (Partner)	\$1,375.00	\$895.00	3.5	\$4,812.50	\$3,132.50
Robbins Geller Rudman and Dowd LLP	HANSON, KATINA (Paralegal)	\$410.00	\$275.00	62.8	\$25,748.00	\$17,270.00
Robbins Geller Rudman and Dowd LLP	JENSEN, RACHEL (Partner)	\$985.00	\$895.00	8.3	\$8,175.50	\$7,428.50
Robbins Geller Rudman and Dowd LLP	MARENCO, RICARDO (Associate)	\$540.00	\$540.00	27.9	\$15,066.00	\$15,066.00
Robbins Geller Rudman and Dowd LLP	PUERTO, PATRICIA (Paralegal)	\$410.00	\$275.00	9.1	\$3,731.00	\$2,502.50

Exhibit A - Summary of Hours and Fees Organized by Task Codes

Robbins Geller Rudman and Dowd LLP	SAWYER, MAXWELL (Associate)	\$475.00	\$475.00	0.2	\$95.00	\$95.00
Robbins Geller Rudman and Dowd LLP	SCIALPI, FACUNDO (Associate)	\$465.00	\$465.00	0.5	\$232.50	\$232.50
Robbins Geller Rudman and Dowd LLP	TACK, DEBORAH (Paralegal)	\$410.00	\$275.00	9.4	\$3,854.00	\$2,585.00
Robbins Geller Rudman and Dowd LLP	TAYLOR, LINDSEY (Partner)	\$1,200.00	\$895.00	0.3	\$360.00	\$268.50
Robins Kaplan, LLP	BERNHAGEN, NICOLE R. (Paralegal)	\$390.00	\$275.00	8.1	\$3,159.00	\$2,227.50
Robins Kaplan, LLP	HURT, J. AUSTIN (Of Counsel)	\$1,050.00	\$895.00	226.8	\$238,140.00	\$202,986.00
Robins Kaplan, LLP	HURT, J. AUSTIN (Partner)	\$1,050.00	\$895.00	21.1	\$22,155.00	\$18,884.50
Robins Kaplan, LLP	PACELLI, MICHAEL J. (Associate)	\$795.00	\$600.00	73.1	\$58,114.50	\$43,860.00
Robins Kaplan, LLP	POTTER, ANN M. (Paralegal)	\$410.00	\$275.00	13.4	\$5,494.00	\$3,685.00
Robins Kaplan, LLP	SLAUGHTER, STACEY P. (Partner)	\$1,280.00	\$895.00	112.9	\$144,512.00	\$101,045.50
Seeger Weiss LLP	ARTEAGA, ALEXANDRA (Paralegal)	\$395.00	\$275.00	3.6	\$1,422.00	\$990.00
Seeger Weiss LLP	AYERS, CHRISTOPHER (Partner)	\$1,075.00	\$895.00	29.5	\$31,712.50	\$26,402.50
Seeger Weiss LLP	KRAMER, LESLIE (Paralegal)	\$295.00	\$275.00	19.5	\$5,752.50	\$5,362.50
Seeger Weiss LLP	SCULLION, JENNIFER (Partner)	\$850.00	\$850.00	3.8	\$3,230.00	\$3,230.00
Seeger Weiss LLP	SEEGER, CHRISTOPHER (Partner)	\$985.00	\$895.00	1.5	\$1,477.50	\$1,342.50
Total Task Category 3				11575.2	\$8,732,402.00	\$7,058,580.00
<i>Task Category 4: Discovery</i>						
Firm	Timekeeper	Standard Hourly Rate	Reduced Hourly Rate	Hours	Standard Hourly Lodestar	Reduced Hourly Lodestar
Ahdoot & Wolfson	BENSON, SAMANTHA (Paralegal)	\$250.00	\$250.00	0.4	\$100.00	\$100.00
Ahdoot & Wolfson	BUI, MICHELLE (Paralegal)	\$250.00	\$250.00	0.7	\$175.00	\$175.00
Ahdoot & Wolfson	DEONNA, CHLOE (Associate)	\$550.00	\$550.00	11	\$6,050.00	\$6,050.00
Ahdoot & Wolfson	KING, BRADLEY (Partner)	\$900.00	\$895.00	0.4	\$360.00	\$358.00
Ahdoot & Wolfson	LORITSCH, WINDY (Paralegal)	\$250.00	\$250.00	0.6	\$150.00	\$150.00
Ahdoot & Wolfson	LOWE, LAURA (Paralegal)	\$350.00	\$275.00	0.9	\$315.00	\$247.50
Ahdoot & Wolfson	MAYA, THEODORE (Partner)	\$895.00	\$895.00	0.9	\$805.50	\$805.50
Ahdoot & Wolfson	STINER, CHRISTOPHER (Partner)	\$975.00	\$895.00	46.9	\$45,727.50	\$41,975.50
Ahdoot & Wolfson	UNAL, SARPER (Associate)	\$625.00	\$600.00	1.9	\$1,187.50	\$1,140.00
Ahdoot & Wolfson	WOLFSON, TINA (Partner)	\$1,200.00	\$895.00	12.8	\$15,360.00	\$11,456.00
Baron & Budd, P.C.	ALLEN, MOLLY GOZA (Staff Attorney)	\$415.00	\$415.00	196.6	\$81,589.00	\$81,589.00
Baron & Budd, P.C.	DOBBS, MICHAEL (Associate)	\$600.00	\$600.00	84.9	\$50,940.00	\$50,940.00
Baron & Budd, P.C.	ELLING, KELSEY (Associate)	\$600.00	\$600.00	1.1	\$660.00	\$660.00
Baron & Budd, P.C.	ENGLISH, LYNNZE (Staff Attorney)	\$415.00	\$415.00	719.8	\$298,717.00	\$298,717.00
Baron & Budd, P.C.	FERNANDES, DAVID B. (Associate)	\$795.00	\$600.00	836.4	\$664,938.00	\$501,840.00
Baron & Budd, P.C.	FERNANDES, DAVID B. (Partner)	\$795.00	\$795.00	100.2	\$79,659.00	\$79,659.00
Baron & Budd, P.C.	FRANKLIN-ROBINSON, LAKENYA (Staff Attorney)	\$415.00	\$415.00	45	\$18,675.00	\$18,675.00
Baron & Budd, P.C.	HEILMAN, JOE (Staff Attorney)	\$415.00	\$415.00	11.8	\$4,897.00	\$4,897.00
Baron & Budd, P.C.	KENT, JOSEPH (Staff Attorney)	\$415.00	\$415.00	16	\$6,640.00	\$6,640.00
Baron & Budd, P.C.	LEVINE, HARRISON M. (Staff Attorney)	\$415.00	\$415.00	1	\$415.00	\$415.00
Baron & Budd, P.C.	LICHTER, JAY MICHAEL (Associate)	\$675.00	\$600.00	27.9	\$18,832.50	\$16,740.00
Baron & Budd, P.C.	LIPINSKI, JEFFREY (Staff Attorney)	\$415.00	\$415.00	2.8	\$1,162.00	\$1,162.00
Baron & Budd, P.C.	MANN, JONAS (Associate)	\$600.00	\$600.00	88.4	\$53,040.00	\$53,040.00
Baron & Budd, P.C.	MUTOMBO, MONIQUE (Staff Attorney)	\$415.00	\$415.00	301.7	\$125,205.50	\$125,205.50
Baron & Budd, P.C.	OEFFNER, JESSICA (Staff Attorney)	\$415.00	\$415.00	104.1	\$43,201.50	\$43,201.50
Baron & Budd, P.C.	PACELLI, MICHAEL (Associate)	\$600.00	\$600.00	34.7	\$20,820.00	\$20,820.00
Baron & Budd, P.C.	PETTY, TAYLOR (Staff Attorney)	\$415.00	\$415.00	1	\$415.00	\$415.00
Baron & Budd, P.C.	ROBELOT, RYAN A. (Staff Attorney)	\$415.00	\$415.00	80.2	\$33,283.00	\$33,283.00
Baron & Budd, P.C.	ROYSTER, SHANNON (Associate)	\$625.00	\$600.00	888.8	\$555,500.00	\$533,280.00
Baron & Budd, P.C.	SHAFFIN, ORI (Staff Attorney)	\$415.00	\$415.00	52.4	\$21,746.00	\$21,746.00
Baron & Budd, P.C.	SMILEY, ELIZABETH (Associate)	\$575.00	\$575.00	15	\$8,625.00	\$8,625.00
Baron & Budd, P.C.	TAMBURELLI, ADAM (Associate)	\$795.00	\$600.00	1053.7	\$837,691.50	\$632,220.00
Baron & Budd, P.C.	TAMBURELLI, ADAM (Partner)	\$795.00	\$795.00	83.7	\$66,541.50	\$66,541.50
Baron & Budd, P.C.	TELLIS, ROLAND (Partner)	\$1,200.00	\$895.00	164.5	\$197,400.00	\$147,227.50
Beasley Allen Crow Methvin Portis & Miles, PC	BARNETT, CLAY (Partner)	\$1,100.00	\$895.00	19	\$20,900.00	\$17,005.00
Beasley Allen Crow Methvin Portis & Miles, PC	MANN, TRENT (Associate)	\$550.00	\$550.00	10.4	\$5,720.00	\$5,720.00

Exhibit A - Summary of Hours and Expenses Organized by Task Codes

Beasley Allen Crow Methvin Portis & Miles, PC	MANN, TRENT (Paralegal)	\$550.00	\$275.00	2.4	\$1,320.00	\$660.00
Beasley Allen Crow Methvin Portis & Miles, PC	MARTIN, DYLAN (Associate)	\$550.00	\$550.00	30.9	\$16,995.00	\$16,995.00
Beasley Allen Crow Methvin Portis & Miles, PC	MILES, DEE (Partner)	\$1,100.00	\$895.00	5.8	\$6,380.00	\$5,191.00
Beasley Allen Crow Methvin Portis & Miles, PC	RUSSELL, BRENDA (Paralegal)	\$275.00	\$275.00	15.7	\$4,317.50	\$4,317.50
Beasley Allen Crow Methvin Portis & Miles, PC	WILLIAMS, MITCH (Associate)	\$650.00	\$600.00	18.9	\$12,285.00	\$11,340.00
Bleichmar Fonti & Auld LLP	DAVIS, ANNE (Partner)	\$695.00	\$695.00	1.3	\$903.50	\$903.50
Bleichmar Fonti & Auld LLP	DAVIS, ANNE (Partner)	\$950.00	\$895.00	11.2	\$10,640.00	\$10,024.00
Bleichmar Fonti & Auld LLP	KOO, JOOYOUNG (Staff Attorney)	\$695.00	\$415.00	4	\$2,780.00	\$1,660.00
Bleichmar Fonti & Auld LLP	KOO, JOOYOUNG (Staff Attorney)	\$950.00	\$415.00	332.9	\$316,255.00	\$138,153.50
Bleichmar Fonti & Auld LLP	LAW, JULIE (Paralegal)	\$395.00	\$275.00	0.7	\$276.50	\$192.50
Bleichmar Fonti & Auld LLP	ORNELAS, ANGELICA (Associate)	\$695.00	\$600.00	10.5	\$7,297.50	\$6,300.00
Bleichmar Fonti & Auld LLP	SAMRA, JOSHUA (Associate)	\$695.00	\$600.00	0.5	\$347.50	\$300.00
Bleichmar Fonti & Auld LLP	SULLIVAN, KASEY (Staff Attorney)	\$695.00	\$415.00	1.3	\$903.50	\$539.50
Bleichmar Fonti & Auld LLP	SUM, SYLVIA (Staff Attorney)	\$490.00	\$415.00	1290.3	\$632,247.00	\$535,474.50
Bleichmar Fonti & Auld LLP	TSURUDOME, GLEN (Staff Attorney)	\$520.00	\$415.00	8	\$4,160.00	\$3,320.00
Bleichmar Fonti & Auld LLP	WEAVER, LESLEY (Partner)	\$695.00	\$695.00	6.2	\$4,309.00	\$4,309.00
Bleichmar Fonti & Auld LLP	WEAVER, LESLEY (Partner)	\$1,250.00	\$895.00	3.1	\$3,875.00	\$2,774.50
Boies, Schiller & Flexner LLP	BUTTERWORTH, BRANDON (Associate)	\$740.00	\$600.00	7	\$5,180.00	\$4,200.00
Boies, Schiller & Flexner LLP	GARCILZAO, GABRIELA (Paralegal)	\$390.00	\$275.00	3.4	\$1,326.00	\$935.00
Boies, Schiller & Flexner LLP	JASON ZACK (Of Counsel)	\$950.00	\$895.00	9.3	\$8,835.00	\$8,323.50
Boies, Schiller & Flexner LLP	TYLER ULRICH (Partner)	\$1,060.00	\$895.00	1.6	\$1,696.00	\$1,432.00
Boies, Schiller & Flexner LLP	ULRICH, TYLER (Partner)	\$1,060.00	\$895.00	12.6	\$13,356.00	\$11,277.00
Boies, Schiller & Flexner LLP	WITTE, RYAN (Partner)	\$1,070.00	\$895.00	30.7	\$32,849.00	\$27,476.50
Boies, Schiller & Flexner LLP	ZACK, JASON (Of Counsel)	\$950.00	\$895.00	1.2	\$1,140.00	\$1,074.00
Boies, Schiller & Flexner LLP	ZACK, STEPHEN (Partner)	\$1,610.00	\$895.00	13.3	\$21,413.00	\$11,903.50
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	BARTLETT, CAROLINE (Partner)	\$875.00	\$875.00	13.4	\$11,725.00	\$11,725.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	CECCHI, JAMES (Partner)	\$1,000.00	\$895.00	3.5	\$3,500.00	\$3,132.50
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	FALDUTO, JEFF (Paralegal)	\$225.00	\$225.00	3.2	\$720.00	\$720.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	MAKHAIL, MARK (Associate)	\$600.00	\$600.00	32.1	\$19,260.00	\$19,260.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	MANORY, WILLIAM (Associate)	\$550.00	\$550.00	5.5	\$3,025.00	\$3,025.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	MANORY, WILLIAM (Paralegal)	\$550.00	\$275.00	11	\$6,050.00	\$3,025.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	MCPHERSON, KEN (Paralegal)	\$225.00	\$225.00	8.2	\$1,845.00	\$1,845.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	RAGO, MARY ELLEN (Paralegal)	\$225.00	\$225.00	0.6	\$135.00	\$135.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	STEELE, JORDAN (Associate)	\$600.00	\$600.00	86.9	\$52,140.00	\$52,140.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	TAYLOR, LINDSEY (Partner)	\$1,200.00	\$895.00	0.5	\$600.00	\$447.50
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	BLATT, GAYLE M. (Partner)	\$995.00	\$895.00	11	\$10,945.00	\$9,845.00
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	DAVE, SANJEEV (Staff Attorney)	\$450.00	\$415.00	5.1	\$2,295.00	\$2,116.50
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	DAVIS, JAMES (Associate)	\$475.00	\$475.00	0.5	\$237.50	\$237.50
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	DAVIS, MICHELLE (Paralegal)	\$275.00	\$275.00	5.5	\$1,512.50	\$1,512.50
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	GUERRA, P. CAMILLE (Partner)	\$815.00	\$815.00	37.9	\$30,888.50	\$30,888.50
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	GUERRA, P. CAMILLE (Partner)	\$815.00	\$815.00	2.1	\$1,711.50	\$1,711.50
Dicello Levitt & Casey LLC	LEVITT, ADAM (Partner)	\$1,430.00	\$895.00	6.8	\$9,724.00	\$6,086.00
Dicello Levitt & Casey LLC	TANGREN, JOHN (Partner)	\$1,210.00	\$895.00	3.1	\$3,751.00	\$2,774.50
Gibbs Law Group, LLP	BLOOMFIELD, JOSHUA (Of Counsel)	\$850.00	\$850.00	351.1	\$298,435.00	\$298,435.00
Gibbs Law Group, LLP	GIBBS, ERIC (Partner)	\$1,065.00	\$895.00	0.4	\$426.00	\$358.00
Gibbs Law Group, LLP	HUTCHINSON, PARKER (Of Counsel)	\$660.00	\$660.00	8	\$5,280.00	\$5,280.00
Gibbs Law Group, LLP	KOSBIE, JEFF (Associate)	\$605.00	\$600.00	6	\$3,630.00	\$3,600.00
Gibbs Law Group, LLP	LOPEZ, STEVE (Partner)	\$670.00	\$670.00	5.5	\$3,685.00	\$3,685.00
Gibbs Law Group, LLP	MAH, ROSANNE (Of Counsel)	\$740.00	\$740.00	52	\$38,480.00	\$38,480.00
Gibbs Law Group, LLP	PROTHERO, ALYSSA (Staff Attorney)	\$415.00	\$415.00	210.5	\$87,357.50	\$87,357.50
Gibbs Law Group, LLP	RISOLDI, ALYSSA (Staff Attorney)	\$415.00	\$415.00	33.3	\$13,819.50	\$13,819.50
Gibbs Law Group, LLP	RIVAS, ROSEMARY (Partner)	\$995.00	\$895.00	28.8	\$28,656.00	\$25,776.00
Hellmuth & Johnson PLLC	CASHMAN, MICHAEL (Partner)	\$895.00	\$895.00	8	\$7,160.00	\$7,160.00
Hellmuth & Johnson PLLC	HAGSTROM, RICHARD (Partner)	\$980.00	\$895.00	0.7	\$686.00	\$626.50

Exhibit A - Summary of Hours and Expenses Organized by Task Codes

Hellmuth & Johnson PLLC	KUHLMANN, NICHOLAS (Associate)	\$600.00	\$600.00	0.2	\$120.00	\$120.00
Hellmuth & Johnson PLLC	NELSON, BRIAN (Associate)	\$650.00	\$600.00	3.2	\$2,080.00	\$1,920.00
Hellmuth & Johnson PLLC	OTSUKA, GREGORY (Partner)	\$760.00	\$760.00	0.5	\$380.00	\$380.00
Jeffrey Lipinski	LIPINSKI, JEFFREY (Partner)	\$415.00	\$415.00	20.9	\$8,673.50	\$8,673.50
Keller Rohrback L.L.P.	CAPPIO, GRETCHEN (Partner)	\$1,150.00	\$895.00	43	\$49,450.00	\$38,485.00
Keller Rohrback L.L.P.	EVANS, JOHN M. (Paralegal)	\$340.00	\$275.00	10.2	\$3,468.00	\$2,805.00
Keller Rohrback L.L.P.	FIERRO, ERIC (Partner)	\$910.00	\$895.00	39.3	\$35,763.00	\$35,173.50
Keller Rohrback L.L.P.	GOTTO, ALEX (Paralegal)	\$330.00	\$275.00	0.5	\$165.00	\$137.50
Keller Rohrback L.L.P.	GUSSIN, ZACHARY (Associate)	\$625.00	\$600.00	42.7	\$26,687.50	\$25,620.00
Keller Rohrback L.L.P.	HILL, JENNIFER (Paralegal)	\$425.00	\$275.00	0.5	\$212.50	\$137.50
Keller Rohrback L.L.P.	JONES, KRIS C. (Staff Attorney)	\$480.00	\$415.00	14	\$6,720.00	\$5,810.00
Keller Rohrback L.L.P.	MARRIOTT, PATRICK T. (Associate)	\$510.00	\$510.00	3.3	\$1,683.00	\$1,683.00
Keller Rohrback L.L.P.	MCDEVITT, RYAN (Partner)	\$875.00	\$875.00	168.1	\$147,087.50	\$147,087.50
Keller Rohrback L.L.P.	MERSING, JACOB (Paralegal)	\$440.00	\$275.00	138	\$60,720.00	\$37,950.00
Keller Rohrback L.L.P.	MITTENTHAL, ROBERT O. (Paralegal)	\$440.00	\$275.00	4.3	\$1,892.00	\$1,182.50
Keller Rohrback L.L.P.	MOROWITZ, RACHEL (Associate)	\$525.00	\$525.00	47	\$24,675.00	\$24,675.00
Keller Rohrback L.L.P.	NEALIOUS, BIANCA (Paralegal)	\$335.00	\$275.00	0.4	\$134.00	\$110.00
Keller Rohrback L.L.P.	PARRILLA, CAVIN L. (Paralegal)	\$340.00	\$275.00	0.7	\$238.00	\$192.50
Keller Rohrback L.L.P.	READ, SYDNEY (Associate)	\$510.00	\$510.00	362.7	\$184,977.00	\$184,977.00
Keller Rohrback L.L.P.	STRECKERT, PATRICK M. T.M. (Associate)	\$510.00	\$510.00	12.7	\$6,477.00	\$6,477.00
Keller Rohrback L.L.P.	TIEZAZU, Y. TIZZY (Paralegal)	\$305.00	\$275.00	0.6	\$183.00	\$165.00
Keller Rohrback L.L.P.	VERDUGO, GABE E. (Associate)	\$630.00	\$600.00	18.8	\$11,844.00	\$11,280.00
Keller Rohrback L.L.P.	WILSON, KIANA (Paralegal)	\$365.00	\$275.00	2	\$730.00	\$550.00
Kessler Topaz Meltzer & Check, LLP	BLOCK, ADAM (Staff Attorney)	\$370.00	\$370.00	26.8	\$9,916.00	\$9,916.00
Kessler Topaz Meltzer & Check, LLP	CORSON, MEGAN (Paralegal)	\$320.00	\$275.00	14.2	\$4,544.00	\$3,905.00
Kessler Topaz Meltzer & Check, LLP	GRADEN, TYLER (Partner)	\$965.00	\$895.00	0.9	\$868.50	\$805.50
Kessler Topaz Meltzer & Check, LLP	HEMSLEY, COURTNEY (Paralegal)	\$405.00	\$275.00	18.5	\$7,492.50	\$5,087.50
Kessler Topaz Meltzer & Check, LLP	HOWELL, MATTHEW (Associate)	\$420.00	\$420.00	6.9	\$2,898.00	\$2,898.00
Kessler Topaz Meltzer & Check, LLP	LESSER, NATALIE (Associate)	\$535.00	\$535.00	17.2	\$9,202.00	\$9,202.00
Kessler Topaz Meltzer & Check, LLP	MARO, JAMES (Partner)	\$950.00	\$895.00	2.9	\$2,755.00	\$2,595.50
Kessler Topaz Meltzer & Check, LLP	MCGINLEY, LAUREN (Associate)	\$480.00	\$480.00	16.1	\$7,728.00	\$7,728.00
Kessler Topaz Meltzer & Check, LLP	MELTZER, JOSEPH (Partner)	\$1,000.00	\$895.00	4	\$4,000.00	\$3,580.00
Kessler Topaz Meltzer & Check, LLP	NAJI, JONATHAN (Associate)	\$510.00	\$510.00	6.7	\$3,417.00	\$3,417.00
Kessler Topaz Meltzer & Check, LLP	PAFFAS, HOLLY (Paralegal)	\$320.00	\$275.00	0.3	\$96.00	\$82.50
Kessler Topaz Meltzer & Check, LLP	PARK, ALEX (Associate)	\$480.00	\$480.00	18.3	\$8,784.00	\$8,784.00
Kessler Topaz Meltzer & Check, LLP	PEOPLES, ANDREW (Staff Attorney)	\$455.00	\$415.00	350.6	\$159,523.00	\$145,499.00
Kessler Topaz Meltzer & Check, LLP	PORT, LISA LAMB (Associate)	\$750.00	\$600.00	811.7	\$608,775.00	\$487,020.00
Kessler Topaz Meltzer & Check, LLP	SHERONAS, KELSEY (Associate)	\$510.00	\$510.00	125.1	\$63,801.00	\$63,801.00
Kessler Topaz Meltzer & Check, LLP	TROUTNER, MELISSA (Partner)	\$950.00	\$895.00	26.3	\$24,985.00	\$23,538.50
Kessler Topaz Meltzer & Check, LLP	WINCHESTER, ROBIN (Partner)	\$1,145.00	\$895.00	0.5	\$572.50	\$447.50
Kessler Topaz Meltzer & Check, LLP	YEATES, MELISSA (Partner)	\$1,145.00	\$895.00	12.5	\$14,312.50	\$11,187.50
Law Offices of Richard M. Hagstrom	HAGSTROM, RICHARD (Partner)	\$980.00	\$895.00	4	\$3,920.00	\$3,580.00
Levi & Korsinsky, LLP	RIVAS, ROSEMARY (Partner)	\$995.00	\$895.00	5	\$4,975.00	\$4,475.00
Lieff Cabraser Heimann & Bernstein, LLP	ARSOV, DUSHAN (Paralegal)	\$455.00	\$275.00	4.8	\$2,184.00	\$1,320.00
Lieff Cabraser Heimann & Bernstein, LLP	BALKOSKI, JANE (Paralegal)	\$360.00	\$275.00	0.5	\$180.00	\$137.50
Lieff Cabraser Heimann & Bernstein, LLP	BELUSHKO BARROWS, NIKKI (Paralegal)	\$535.00	\$275.00	0.9	\$481.50	\$247.50
Lieff Cabraser Heimann & Bernstein, LLP	BERTRAM, ANNE (Paralegal)	\$360.00	\$275.00	10.5	\$3,780.00	\$2,887.50
Lieff Cabraser Heimann & Bernstein, LLP	BILKISS, ABBY (Staff Attorney)	\$415.00	\$415.00	8.5	\$3,527.50	\$3,527.50
Lieff Cabraser Heimann & Bernstein, LLP	BROWN, AIDAN (Paralegal)	\$500.00	\$275.00	125.9	\$62,950.00	\$34,622.50
Lieff Cabraser Heimann & Bernstein, LLP	CALANGIAN, MARGIE (Paralegal)	\$535.00	\$275.00	105.4	\$56,389.00	\$28,985.00
Lieff Cabraser Heimann & Bernstein, LLP	CHINN, VICTORIA (Staff Attorney)	\$525.00	\$415.00	594.8	\$312,270.00	\$246,842.00
Lieff Cabraser Heimann & Bernstein, LLP	DESAI, NIMISH (Partner)	\$1,010.00	\$895.00	2.4	\$2,424.00	\$2,148.00
Lieff Cabraser Heimann & Bernstein, LLP	GEISSLER, ROGER (Staff Attorney)	\$525.00	\$415.00	7.5	\$3,937.50	\$3,112.50
Lieff Cabraser Heimann & Bernstein, LLP	GRANT, ANTHONY (Paralegal)	\$535.00	\$275.00	164.5	\$88,007.50	\$45,237.50

Exhibit A - Summary of Hours and Fees Organized by Task Codes

Lieff Cabraser Heimann & Bernstein, LLP	JORDAN, CHRISTOPHER (Staff Attorney)	\$525.00	\$415.00	23.1	\$12,127.50	\$9,586.50
Lieff Cabraser Heimann & Bernstein, LLP	KENFIELD-KELLEHER, MURIEL (Associate)	\$500.00	\$500.00	187.6	\$93,800.00	\$93,800.00
Lieff Cabraser Heimann & Bernstein, LLP	KENFIELD-KELLEHER, MURIEL (Associate)	\$570.00	\$570.00	417.6	\$238,032.00	\$238,032.00
Lieff Cabraser Heimann & Bernstein, LLP	KIM, SUN (Contract Attorney)	\$525.00	\$525.00	29.9	\$15,697.50	\$15,697.50
Lieff Cabraser Heimann & Bernstein, LLP	KRAVATZ, JILLIAN (Paralegal)	\$360.00	\$275.00	11.2	\$4,032.00	\$3,080.00
Lieff Cabraser Heimann & Bernstein, LLP	KRUGER, ERIK (Paralegal)	\$510.00	\$275.00	1.3	\$663.00	\$357.50
Lieff Cabraser Heimann & Bernstein, LLP	LICHTMAN, JASON (Partner)	\$875.00	\$875.00	4.1	\$3,587.50	\$3,587.50
Lieff Cabraser Heimann & Bernstein, LLP	LIM, SOOKYUNG (Contract Attorney)	\$525.00	\$525.00	14.5	\$7,612.50	\$7,612.50
Lieff Cabraser Heimann & Bernstein, LLP	LIM, TRACY (Paralegal)	\$465.00	\$275.00	0.2	\$93.00	\$55.00
Lieff Cabraser Heimann & Bernstein, LLP	MCBRIDE, KATHERINE (Associate)	\$745.00	\$600.00	281.6	\$209,792.00	\$168,960.00
Lieff Cabraser Heimann & Bernstein, LLP	MCBRIDE, KATHERINE (Partner)	\$745.00	\$745.00	343.6	\$255,982.00	\$255,982.00
Lieff Cabraser Heimann & Bernstein, LLP	MILORO, SCOTT (Staff Attorney)	\$525.00	\$415.00	13.1	\$6,877.50	\$5,436.50
Lieff Cabraser Heimann & Bernstein, LLP	NGUYEN, PHONG-CHAU (Partner)	\$800.00	\$800.00	327	\$261,600.00	\$261,600.00
Lieff Cabraser Heimann & Bernstein, LLP	NICOLAOU, JOHN (Partner)	\$800.00	\$800.00	1032.6	\$826,080.00	\$826,080.00
Lieff Cabraser Heimann & Bernstein, LLP	OH, MARISSA (Staff Attorney)	\$525.00	\$415.00	496	\$260,400.00	\$205,840.00
Lieff Cabraser Heimann & Bernstein, LLP	OXMAN, ELLY (Paralegal)	\$535.00	\$275.00	17.5	\$9,362.50	\$4,812.50
Lieff Cabraser Heimann & Bernstein, LLP	PUSTILNIK, ALIX (Staff Attorney)	\$415.00	\$415.00	396	\$164,340.00	\$164,340.00
Lieff Cabraser Heimann & Bernstein, LLP	RAHIMI, FAWAD (Paralegal)	\$535.00	\$275.00	123.4	\$66,019.00	\$33,935.00
Lieff Cabraser Heimann & Bernstein, LLP	STELLINGS, DAVID (Partner)	\$1,305.00	\$895.00	156.8	\$204,624.00	\$140,336.00
Lieff Cabraser Heimann & Bernstein, LLP	TARPEH, JLE (Paralegal)	\$510.00	\$275.00	26.3	\$13,413.00	\$7,232.50
Lieff Cabraser Heimann & Bernstein, LLP	TEXIER, MUNA (Paralegal)	\$535.00	\$275.00	48.5	\$25,947.50	\$13,337.50
Podhurst Orseck, P.A.	DEL RIEGO, ALISSA (Associate)	\$655.00	\$600.00	28.5	\$18,667.50	\$17,100.00
Podhurst Orseck, P.A.	GRAVANTE, JOHN (Partner)	\$755.00	\$755.00	68.9	\$52,019.50	\$52,019.50
Podhurst Orseck, P.A.	PELL, STEPHANIE (Staff Attorney)	\$445.00	\$415.00	1	\$445.00	\$415.00
Podhurst Orseck, P.A.	PRIETO, PETER (Partner)	\$1,275.00	\$895.00	1.5	\$1,912.50	\$1,342.50
Podhurst Orseck, P.A.	WEINSHALL, MATT (Partner)	\$755.00	\$755.00	0.5	\$377.50	\$377.50
Podhurst Orseck, P.A.	YARZABAL, ILIANA (Paralegal)	\$345.00	\$275.00	71.1	\$24,529.50	\$19,552.50
Pritzker Levine LLP	HAGGARTY, HEATHER (Associate)	\$850.00	\$600.00	0.2	\$170.00	\$120.00
Pritzker Levine LLP	LEVINE, JONATHAN (Partner)	\$1,100.00	\$895.00	15.3	\$16,830.00	\$13,693.50
Robbins Geller Rudman and Dowd LLP	ALPERSTEIN, JASON (Partner)	\$840.00	\$840.00	2.8	\$2,352.00	\$2,352.00
Robbins Geller Rudman and Dowd LLP	BEALL, BRADLEY (Associate)	\$515.00	\$515.00	61.2	\$31,518.00	\$31,518.00
Robbins Geller Rudman and Dowd LLP	COHEN, ALEXANDER (Associate)	\$560.00	\$560.00	2.9	\$1,624.00	\$1,624.00
Robbins Geller Rudman and Dowd LLP	DEARMAN, MARK (Partner)	\$1,100.00	\$895.00	16.5	\$18,150.00	\$14,767.50
Robbins Geller Rudman and Dowd LLP	JENSEN, RACHEL (Partner)	\$985.00	\$895.00	34.9	\$34,376.50	\$31,235.50
Robbins Geller Rudman and Dowd LLP	PUERTO, PATRICIA (Paralegal)	\$410.00	\$275.00	1.4	\$574.00	\$385.00
Robbins Geller Rudman and Dowd LLP	SAWYER, MAXWELL (Associate)	\$475.00	\$475.00	4.8	\$2,280.00	\$2,280.00
Robbins Geller Rudman and Dowd LLP	SCIALPI, FACUNDO (Associate)	\$465.00	\$465.00	5.6	\$2,604.00	\$2,604.00
Robbins Geller Rudman and Dowd LLP	TACK, DEBORAH (Paralegal)	\$410.00	\$275.00	1.7	\$697.00	\$467.50
Robins Kaplan, LLP	HURT, J. AUSTIN (Of Counsel)	\$1,050.00	\$895.00	163.6	\$171,780.00	\$146,422.00
Robins Kaplan, LLP	HURT, J. AUSTIN (Partner)	\$1,050.00	\$895.00	164.6	\$172,830.00	\$147,317.00
Robins Kaplan, LLP	PACELLI, MICHAEL J. (Associate)	\$795.00	\$600.00	106.3	\$84,508.50	\$63,780.00
Robins Kaplan, LLP	POTTER, ANN M. (Paralegal)	\$410.00	\$275.00	14.6	\$5,986.00	\$4,015.00
Robins Kaplan, LLP	SLAUGHTER, STACEY P. (Partner)	\$1,280.00	\$895.00	48.7	\$62,336.00	\$43,586.50
Robins Kaplan, LLP	WILSON, STACEY (Staff Attorney)	\$400.00	\$400.00	1	\$400.00	\$400.00
Seeger Weiss LLP	AYERS, CHRISTOPHER (Partner)	\$1,075.00	\$895.00	34.7	\$37,302.50	\$31,056.50
Seeger Weiss LLP	AZARIAN, NICOLE (Paralegal)	\$275.00	\$275.00	4.9	\$1,347.50	\$1,347.50
Seeger Weiss LLP	KRAMER, LESLIE (Paralegal)	\$295.00	\$275.00	19.3	\$5,693.50	\$5,307.50
Seeger Weiss LLP	ROINICK, SUSAN (Staff Attorney)	\$575.00	\$415.00	6.3	\$3,622.50	\$2,614.50
Seeger Weiss LLP	SAFDAR, HUMAIRA (Associate)	\$525.00	\$525.00	4.3	\$2,257.50	\$2,257.50
Seeger Weiss LLP	TAWIL, DAVID (Associate)	\$675.00	\$600.00	10.8	\$7,290.00	\$6,480.00
Seeger Weiss LLP	TYJER, SABRINA (Paralegal)	\$395.00	\$275.00	5.2	\$2,054.00	\$1,430.00
Total Task Category 4				16064.4	\$10,545,884.50	\$9,086,779.00
Task Category 5: Document Review						
Firm	Timekeeper	Standard Hourly Rate	Reduced Hourly Rate	Hours	Standard Hourly Lodestar	Reduced Hourly Lodestar

Exhibit A - Summary of Hours and Expenses Organized by Task Codes

Ahdoot & Wolfson	DEONNA, CHLOE (Associate)	\$550.00	\$415.00	767	\$421,850.00	\$318,305.00
Ahdoot & Wolfson	EVERETT, JAKARAH (Associate)	\$550.00	\$415.00	34	\$18,700.00	\$14,110.00
Ahdoot & Wolfson	STINER, CHRISTOPHER (Partner)	\$975.00	\$415.00	0.7	\$682.50	\$290.50
Ahdoot & Wolfson	UNAL, SARPER (Associate)	\$625.00	\$415.00	660.8	\$413,000.00	\$274,232.00
Ahdoot & Wolfson	WOLFSON, TINA (Partner)	\$1,200.00	\$415.00	0.3	\$360.00	\$124.50
Baron & Budd, P.C.	ALLEN, MOLLY GOZA (Staff Attorney)	\$415.00	\$415.00	1895.4	\$786,591.00	\$786,591.00
Baron & Budd, P.C.	BAIRD, JOSEPH (Staff Attorney)	\$415.00	\$415.00	119.5	\$49,592.50	\$49,592.50
Baron & Budd, P.C.	BENAVIDEZ, ERNEST (Paralegal)	\$250.00	\$250.00	65.9	\$16,475.00	\$16,475.00
Baron & Budd, P.C.	BROWN, AARON (Staff Attorney)	\$415.00	\$415.00	191	\$79,265.00	\$79,265.00
Baron & Budd, P.C.	BROWN, ANGELA (Staff Attorney)	\$415.00	\$415.00	37.8	\$15,687.00	\$15,687.00
Baron & Budd, P.C.	CLUFF, STERLING (Associate)	\$675.00	\$415.00	3.2	\$2,160.00	\$1,328.00
Baron & Budd, P.C.	DARCHE, BENJAMIN (Staff Attorney)	\$415.00	\$415.00	216	\$89,640.00	\$89,640.00
Baron & Budd, P.C.	DOBBS, MICHAEL (Associate)	\$600.00	\$415.00	0.2	\$120.00	\$83.00
Baron & Budd, P.C.	ENGLISH, LYNNZE (Staff Attorney)	\$415.00	\$415.00	247.9	\$102,878.50	\$102,878.50
Baron & Budd, P.C.	FERNANDES, DAVID B. (Associate)	\$795.00	\$415.00	279	\$221,805.00	\$115,785.00
Baron & Budd, P.C.	FRANKLIN-ROBINSON, LAKENYA (Staff Attorney)	\$415.00	\$415.00	986	\$409,190.00	\$409,190.00
Baron & Budd, P.C.	HANDT, JULIA (Staff Attorney)	\$415.00	\$415.00	39.3	\$16,309.50	\$16,309.50
Baron & Budd, P.C.	HEILMAN, JOE (Staff Attorney)	\$415.00	\$415.00	1117	\$463,555.00	\$463,555.00
Baron & Budd, P.C.	IRISH, JASON (Staff Attorney)	\$415.00	\$415.00	45	\$18,675.00	\$18,675.00
Baron & Budd, P.C.	KENT, JOSEPH (Staff Attorney)	\$415.00	\$415.00	1089	\$451,935.00	\$451,935.00
Baron & Budd, P.C.	KORFF, LYDIA (Staff Attorney)	\$415.00	\$415.00	120.8	\$50,132.00	\$50,132.00
Baron & Budd, P.C.	LAWSON, MELANIE (Staff Attorney)	\$415.00	\$415.00	184.7	\$76,650.50	\$76,650.50
Baron & Budd, P.C.	LEVINE, HARRISON M. (Staff Attorney)	\$415.00	\$415.00	210.1	\$87,191.50	\$87,191.50
Baron & Budd, P.C.	LICHTER, JAY MICHAEL (Associate)	\$675.00	\$415.00	7.6	\$5,130.00	\$3,154.00
Baron & Budd, P.C.	LIPINSKI, JEFFREY (Staff Attorney)	\$415.00	\$415.00	869.9	\$361,008.50	\$361,008.50
Baron & Budd, P.C.	MANN, JONAS (Associate)	\$600.00	\$415.00	17	\$10,200.00	\$7,055.00
Baron & Budd, P.C.	MCDONALD, PAUL (Staff Attorney)	\$415.00	\$415.00	304	\$126,160.00	\$126,160.00
Baron & Budd, P.C.	MUTOMBO, MONIQUE (Staff Attorney)	\$415.00	\$415.00	864.7	\$358,850.50	\$358,850.50
Baron & Budd, P.C.	NEAL, RAVYN (Staff Attorney)	\$415.00	\$415.00	1928.2	\$800,203.00	\$800,203.00
Baron & Budd, P.C.	OEFFNER, JESSICA (Staff Attorney)	\$415.00	\$415.00	236	\$97,940.00	\$97,940.00
Baron & Budd, P.C.	OETTINGER, DANIEL (Staff Attorney)	\$415.00	\$415.00	824	\$341,960.00	\$341,960.00
Baron & Budd, P.C.	PERSAND, VIVIAN (Staff Attorney)	\$415.00	\$415.00	375.3	\$155,749.50	\$155,749.50
Baron & Budd, P.C.	PETTY, TAYLOR (Staff Attorney)	\$415.00	\$415.00	122.3	\$50,754.50	\$50,754.50
Baron & Budd, P.C.	RABESS, CLEMENT (Staff Attorney)	\$415.00	\$415.00	3592	\$1,490,680.00	\$1,490,680.00
Baron & Budd, P.C.	ROBELOT, RYAN A. (Staff Attorney)	\$415.00	\$415.00	335.3	\$139,149.50	\$139,149.50
Baron & Budd, P.C.	ROYSTER, SHANNON (Associate)	\$625.00	\$415.00	129.3	\$80,812.50	\$53,659.50
Baron & Budd, P.C.	SALAZAR, ERIKA (Staff Attorney)	\$415.00	\$415.00	296	\$122,840.00	\$122,840.00
Baron & Budd, P.C.	SHAFFIN, ORI (Staff Attorney)	\$415.00	\$415.00	2204.2	\$914,743.00	\$914,743.00
Baron & Budd, P.C.	SMILEY, ELIZABETH (Associate)	\$575.00	\$415.00	4.1	\$2,357.50	\$1,701.50
Baron & Budd, P.C.	SON, DAVID (Staff Attorney)	\$415.00	\$415.00	1168	\$484,720.00	\$484,720.00
Baron & Budd, P.C.	TAMBURELLI, ADAM (Associate)	\$795.00	\$415.00	229.1	\$182,134.50	\$95,076.50
Baron & Budd, P.C.	TELLIS, ROLAND (Partner)	\$1,200.00	\$415.00	20.1	\$24,120.00	\$8,341.50
Baron & Budd, P.C.	TURNER, MEGHAN (Staff Attorney)	\$415.00	\$415.00	224	\$92,960.00	\$92,960.00
Baron & Budd, P.C.	YI, KIMBERLY (Staff Attorney)	\$415.00	\$415.00	304	\$126,160.00	\$126,160.00
Beasley Allen Crow Methvin Portis & Miles, PC	MANN, TRENT (Associate)	\$550.00	\$415.00	416.8	\$229,240.00	\$172,972.00
Beasley Allen Crow Methvin Portis & Miles, PC	WYNN, JONATHAN (J)	\$415.00	\$415.00	216.1	\$89,681.50	\$89,681.50
Beasley Allen Crow Methvin Portis & Miles, PC	WYNN, JONATHAN (Staff Attorney)	\$415.00	\$415.00	68.6	\$28,469.00	\$28,469.00
Bleichmar Fonti & Auld LLP	KOO, JOOYOUNG (Staff Attorney)	\$950.00	\$415.00	930.7	\$884,165.00	\$386,240.50
Bleichmar Fonti & Auld LLP	ORNELAS, ANGELICA (Associate)	\$695.00	\$415.00	0.1	\$69.50	\$41.50
Bleichmar Fonti & Auld LLP	SUM, SYLVIA (Staff Attorney)	\$490.00	\$415.00	880.9	\$431,641.00	\$365,573.50
Bleichmar Fonti & Auld LLP	SUM, SYLVIA (Staff Attorney)	\$695.00	\$415.00	508.6	\$353,477.00	\$211,069.00
Boies, Schiller & Flexner LLP	TYLER ULRICH (Partner)	\$1,060.00	\$415.00	11.2	\$11,872.00	\$4,648.00
Boies, Schiller & Flexner LLP	ULRICH, TYLER (Partner)	\$1,060.00	\$415.00	7.7	\$8,162.00	\$3,195.50
Boies, Schiller & Flexner LLP	WITTE, RYAN (Partner)	\$1,070.00	\$415.00	1.9	\$2,033.00	\$788.50

Exhibit A - Summary of Hours and Expenses Organized by Task Codes

Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	BARTLETT, CAROLINE (Partner)	\$875.00	\$415.00	10.2	\$8,925.00	\$4,233.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	BOWER, ZACH (Partner)	\$875.00	\$415.00	4.5	\$3,937.50	\$1,867.50
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	FALDUTO, JEFF (Paralegal)	\$225.00	\$225.00	4.3	\$967.50	\$967.50
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	HASSAN, NAJMA (Paralegal)	\$125.00	\$125.00	34.8	\$4,350.00	\$4,350.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	LETTIRE, IAN (Paralegal)	\$225.00	\$225.00	9.3	\$2,092.50	\$2,092.50
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	MANORY, WILLIAM (Associate)	\$550.00	\$415.00	1.4	\$770.00	\$581.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	MANORY, WILLIAM (Paralegal)	\$550.00	\$415.00	7	\$3,850.00	\$2,905.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	PATEL, ANTRA (Paralegal)	\$125.00	\$125.00	47.5	\$5,937.50	\$5,937.50
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	RAGO, MARY ELLEN (Paralegal)	\$225.00	\$225.00	0.3	\$67.50	\$67.50
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	STEELE, JORDAN (Associate)	\$600.00	\$415.00	5.5	\$3,300.00	\$2,282.50
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	TEMPTESTA, LAURA (Paralegal)	\$225.00	\$225.00	12.8	\$2,880.00	\$2,880.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	TYSON, STEVEN (Associate)	\$550.00	\$415.00	20.2	\$11,110.00	\$8,383.00
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	BLATT, GAYLE M. (Partner)	\$995.00	\$415.00	0.2	\$199.00	\$83.00
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	DAVE, SANJEEV (Staff Attorney)	\$450.00	\$415.00	2459.7	\$1,106,865.00	\$1,020,775.50
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	GUERRA, P. CAMILLE (Partner)	\$815.00	\$415.00	0.9	\$733.50	\$373.50
Gibbs Law Group, LLP	BLOOMFIELD, JOSHUA (Of Counsel)	\$850.00	\$415.00	100.7	\$85,595.00	\$41,790.50
Gibbs Law Group, LLP	GARDNER, DORRY (Staff Attorney)	\$415.00	\$415.00	1330.1	\$551,991.50	\$551,991.50
Gibbs Law Group, LLP	PROTHERO, ALYSSA (Staff Attorney)	\$415.00	\$415.00	744.8	\$309,092.00	\$309,092.00
Gibbs Law Group, LLP	RISOLDI, ALYSSA (Staff Attorney)	\$415.00	\$415.00	929.9	\$385,908.50	\$385,908.50
Gibbs Law Group, LLP	RIVAS, ROSEMARY (Partner)	\$995.00	\$415.00	1.3	\$1,293.50	\$539.50
Hellmuth & Johnson PLLC	NELSON, BRIAN (Associate)	\$650.00	\$415.00	2.1	\$1,365.00	\$871.50
Jeffrey Lipinski	LIPINSKI, JEFFREY (Partner)	\$415.00	\$415.00	202.5	\$84,037.50	\$84,037.50
Keller Rohrbach L.L.P.	FIERRO, ERIC (Partner)	\$910.00	\$415.00	4	\$3,640.00	\$1,660.00
Keller Rohrbach L.L.P.	JONES, KRIS C. (Staff Attorney)	\$480.00	\$415.00	1808.5	\$868,080.00	\$750,527.50
Keller Rohrbach L.L.P.	MCDEVITT, RYAN (Partner)	\$875.00	\$415.00	4.6	\$4,025.00	\$1,909.00
Keller Rohrbach L.L.P.	MERSING, JACOB (Paralegal)	\$440.00	\$415.00	2.6	\$1,144.00	\$1,079.00
Kessler Topaz Meltzer & Check, LLP	BLOCK, ADAM (Contract Attorney)	\$370.00	\$370.00	218	\$80,660.00	\$80,660.00
Kessler Topaz Meltzer & Check, LLP	BLOCK, ADAM (Staff Attorney)	\$370.00	\$370.00	819.9	\$303,363.00	\$303,363.00
Kessler Topaz Meltzer & Check, LLP	GILLIS, MARTHA (Contract Attorney)	\$370.00	\$370.00	56	\$20,720.00	\$20,720.00
Kessler Topaz Meltzer & Check, LLP	PEOPLES, ANDREW (Staff Attorney)	\$455.00	\$415.00	88.2	\$40,131.00	\$36,603.00
Kessler Topaz Meltzer & Check, LLP	PHAM, HIEN (Contract Attorney)	\$370.00	\$370.00	55.3	\$20,461.00	\$20,461.00
Levi & Korsinsky, LLP	MACCARONE, COURTNEY (Associate)	\$675.00	\$415.00	0.5	\$337.50	\$207.50
Levi & Korsinsky, LLP	MESSINA, RYAN (Staff Attorney)	\$500.00	\$415.00	2.1	\$1,050.00	\$871.50
Levi & Korsinsky, LLP	RIVAS, ROSEMARY (Partner)	\$995.00	\$415.00	1.2	\$1,194.00	\$498.00
Lieff Cabraser Heimann & Bernstein, LLP	ANTHONY, RICHARD (Paralegal)	\$535.00	\$415.00	7.9	\$4,226.50	\$3,278.50
Lieff Cabraser Heimann & Bernstein, LLP	ARSOV, DUSHAN (Paralegal)	\$455.00	\$415.00	0.3	\$136.50	\$124.50
Lieff Cabraser Heimann & Bernstein, LLP	BILKISS, ABBY (Staff Attorney)	\$415.00	\$415.00	381	\$158,115.00	\$158,115.00
Lieff Cabraser Heimann & Bernstein, LLP	CALANGIAN, MARGIE (Paralegal)	\$535.00	\$415.00	22	\$11,770.00	\$9,130.00
Lieff Cabraser Heimann & Bernstein, LLP	CHINN, VICTORIA (Staff Attorney)	\$525.00	\$415.00	1816.4	\$953,610.00	\$753,806.00
Lieff Cabraser Heimann & Bernstein, LLP	GEISSLER, ROGER (Staff Attorney)	\$525.00	\$415.00	1706.2	\$895,755.00	\$708,073.00
Lieff Cabraser Heimann & Bernstein, LLP	GRANT, ANTHONY (Paralegal)	\$535.00	\$415.00	92.1	\$49,273.50	\$38,221.50
Lieff Cabraser Heimann & Bernstein, LLP	JONES, KAREN (Staff Attorney)	\$525.00	\$415.00	161.4	\$84,735.00	\$66,981.00
Lieff Cabraser Heimann & Bernstein, LLP	JORDAN, CHRISTOPHER (Staff Attorney)	\$525.00	\$415.00	3290.3	\$1,727,407.50	\$1,365,474.50
Lieff Cabraser Heimann & Bernstein, LLP	KENFIELD-KELLEHER, MURIEL (Associate)	\$500.00	\$415.00	41.8	\$20,900.00	\$17,347.00
Lieff Cabraser Heimann & Bernstein, LLP	KENFIELD-KELLEHER, MURIEL (Associate)	\$570.00	\$415.00	4.7	\$2,679.00	\$1,950.50
Lieff Cabraser Heimann & Bernstein, LLP	KIM, SUN (Contract Attorney)	\$525.00	\$415.00	256	\$134,400.00	\$106,240.00
Lieff Cabraser Heimann & Bernstein, LLP	LIM, SOOKYUNG (Contract Attorney)	\$525.00	\$415.00	281.5	\$147,787.50	\$116,822.50
Lieff Cabraser Heimann & Bernstein, LLP	MCBRIDE, KATHERINE (Associate)	\$745.00	\$415.00	13.3	\$9,908.50	\$5,519.50
Lieff Cabraser Heimann & Bernstein, LLP	MCBRIDE, KATHERINE (Partner)	\$745.00	\$415.00	11.2	\$8,344.00	\$4,648.00
Lieff Cabraser Heimann & Bernstein, LLP	MILORO, SCOTT (Staff Attorney)	\$525.00	\$415.00	4632.8	\$2,432,220.00	\$1,922,612.00
Lieff Cabraser Heimann & Bernstein, LLP	NGUYEN, PHONG-CHAU (Partner)	\$800.00	\$415.00	0.2	\$160.00	\$83.00
Lieff Cabraser Heimann & Bernstein, LLP	NICOLAOU, JOHN (Partner)	\$800.00	\$415.00	275.2	\$220,160.00	\$114,208.00
Lieff Cabraser Heimann & Bernstein, LLP	OH, MARISSA (Staff Attorney)	\$525.00	\$415.00	3870.7	\$2,032,117.50	\$1,606,340.50
Lieff Cabraser Heimann & Bernstein, LLP	OXMAN, ELLY (Paralegal)	\$535.00	\$415.00	31.8	\$17,013.00	\$13,197.00

Exhibit A - Summary of Hours and Fees Organized by Task Codes

Lieff Cabraser Heimann & Bernstein, LLP	RAHIMI, FAWAD (Paralegal)	\$535.00	\$415.00	25.1	\$13,428.50	\$10,416.50
Lieff Cabraser Heimann & Bernstein, LLP	SHINDELBOWER, JERRY (Staff Attorney)	\$525.00	\$415.00	40	\$21,000.00	\$16,600.00
Lieff Cabraser Heimann & Bernstein, LLP	TEXIER, MUNA (Paralegal)	\$535.00	\$415.00	86.1	\$46,063.50	\$35,731.50
Podhurst Orseck, P.A.	GRAVANTE, JOHN (Partner)	\$755.00	\$415.00	1	\$755.00	\$415.00
Podhurst Orseck, P.A.	PELL, STEPHANIE (Staff Attorney)	\$445.00	\$415.00	2736.6	\$1,217,787.00	\$1,135,689.00
Podhurst Orseck, P.A.	PRIETO, PETER (Partner)	\$1,275.00	\$415.00	0.5	\$637.50	\$207.50
Podhurst Orseck, P.A.	SPULAK, MATT (Staff Attorney)	\$755.00	\$415.00	5	\$3,775.00	\$2,075.00
Pritzker Levine LLP	WHITNEY, ANNE (Associate)	\$700.00	\$415.00	360	\$252,000.00	\$149,400.00
Robbins Geller Rudman and Dowd LLP	DONOVAN, BYRON (Staff Attorney)	\$440.00	\$415.00	9	\$3,960.00	\$3,735.00
Robins Kaplan, LLP	HURT, J. AUSTIN (Of Counsel)	\$1,050.00	\$415.00	2	\$2,100.00	\$830.00
Robins Kaplan, LLP	HURT, J. AUSTIN (Partner)	\$1,050.00	\$415.00	0.4	\$420.00	\$166.00
Robins Kaplan, LLP	LARSON, TAMARA L. (Staff Attorney)	\$365.00	\$365.00	0.1	\$36.50	\$36.50
Robins Kaplan, LLP	SLAUGHTER, STACEY P. (Partner)	\$1,280.00	\$415.00	1.6	\$2,048.00	\$664.00
Total Task Category 5				54563.4	\$26,194,691.00	\$22,552,278.50
Task Category 6: Pleadings, Briefs and Legal Research						
Firm	Timekeeper	Standard Hourly Rate	Reduced Hourly Rate	Hours	Standard Hourly Lodestar	Reduced Hourly Lodestar
Ahdoot & Wolfson	AHDOOT, ROBERT (Partner)	\$895.00	\$895.00	5.2	\$4,654.00	\$4,654.00
Ahdoot & Wolfson	CABRERA, KATHRYN (Paralegal)	\$250.00	\$250.00	1.4	\$350.00	\$350.00
Ahdoot & Wolfson	DEONNA, CHLOE (Associate)	\$550.00	\$550.00	37.8	\$20,790.00	\$20,790.00
Ahdoot & Wolfson	EVERETT, JAKARAH (Associate)	\$550.00	\$550.00	13.4	\$7,370.00	\$7,370.00
Ahdoot & Wolfson	GLEZAKOS, RUHANDY (Associate)	\$450.00	\$450.00	17.5	\$7,875.00	\$7,875.00
Ahdoot & Wolfson	KELSTON, HENRY (Partner)	\$895.00	\$895.00	20.7	\$18,526.50	\$18,526.50
Ahdoot & Wolfson	KING, BRADLEY (Partner)	\$900.00	\$895.00	82.8	\$74,520.00	\$74,106.00
Ahdoot & Wolfson	MAYA, THEODORE (Partner)	\$895.00	\$895.00	10.6	\$9,487.00	\$9,487.00
Ahdoot & Wolfson	STINER, CHRISTOPHER (Partner)	\$975.00	\$895.00	132.4	\$129,090.00	\$118,498.00
Ahdoot & Wolfson	UNAL, SARPEN (Associate)	\$625.00	\$600.00	11.3	\$7,062.50	\$6,780.00
Ahdoot & Wolfson	WOLFSON, TINA (Partner)	\$1,200.00	\$895.00	73.1	\$87,720.00	\$65,424.50
Baron & Budd, P.C.	BENAVIDEZ, ERNEST (Paralegal)	\$250.00	\$250.00	198	\$49,500.00	\$49,500.00
Baron & Budd, P.C.	BROWN, AARON (Staff Attorney)	\$415.00	\$415.00	47	\$19,505.00	\$19,505.00
Baron & Budd, P.C.	CLUFF, STERLING (Associate)	\$675.00	\$600.00	5.2	\$3,510.00	\$3,120.00
Baron & Budd, P.C.	DOBBS, MICHAEL (Associate)	\$600.00	\$600.00	31.7	\$19,020.00	\$19,020.00
Baron & Budd, P.C.	ELLING, KELSEY (Associate)	\$600.00	\$600.00	1.7	\$1,020.00	\$1,020.00
Baron & Budd, P.C.	FERNANDES, DAVID B. (Associate)	\$795.00	\$600.00	1550.8	\$1,232,886.00	\$930,480.00
Baron & Budd, P.C.	FERNANDES, DAVID B. (Partner)	\$795.00	\$795.00	17.7	\$14,071.50	\$14,071.50
Baron & Budd, P.C.	LICHTER, JAY MICHAEL (Associate)	\$675.00	\$600.00	3.5	\$2,362.50	\$2,100.00
Baron & Budd, P.C.	MANN, JONAS (Associate)	\$600.00	\$600.00	125.2	\$75,120.00	\$75,120.00
Baron & Budd, P.C.	OETTINGER, DANIEL (Staff Attorney)	\$415.00	\$415.00	8	\$3,320.00	\$3,320.00
Baron & Budd, P.C.	PACELLI, MICHAEL (Associate)	\$600.00	\$600.00	5.9	\$3,540.00	\$3,540.00
Baron & Budd, P.C.	RABESS, CLEMENT (Staff Attorney)	\$415.00	\$415.00	32	\$13,280.00	\$13,280.00
Baron & Budd, P.C.	ROYSTER, SHANNON (Associate)	\$625.00	\$600.00	666.4	\$416,500.00	\$399,840.00
Baron & Budd, P.C.	SMILEY, ELIZABETH (Associate)	\$575.00	\$575.00	156.5	\$89,987.50	\$89,987.50
Baron & Budd, P.C.	TAMBURELLI, ADAM (Associate)	\$795.00	\$600.00	2159.1	\$1,716,484.50	\$1,295,460.00
Baron & Budd, P.C.	TAMBURELLI, ADAM (Partner)	\$795.00	\$795.00	13.7	\$10,891.50	\$10,891.50
Baron & Budd, P.C.	TELLIS, ROLAND (Partner)	\$1,200.00	\$895.00	320.8	\$384,960.00	\$287,116.00
Beasley Allen Crow Methvin Portis & Miles, PC	BALDWIN, CHRIS (Staff Attorney)	\$350.00	\$350.00	17.5	\$6,125.00	\$6,125.00
Beasley Allen Crow Methvin Portis & Miles, PC	BARNETT, CLAY (Partner)	\$1,100.00	\$895.00	103.8	\$114,180.00	\$92,901.00
Beasley Allen Crow Methvin Portis & Miles, PC	BOYD, RACHEL (Associate)	\$750.00	\$600.00	10.3	\$7,725.00	\$6,180.00
Beasley Allen Crow Methvin Portis & Miles, PC	MARTIN, DYLAN (Associate)	\$550.00	\$550.00	3.3	\$1,815.00	\$1,815.00
Beasley Allen Crow Methvin Portis & Miles, PC	MILES, DEE (Partner)	\$1,100.00	\$895.00	137.7	\$151,470.00	\$123,241.50
Beasley Allen Crow Methvin Portis & Miles, PC	RUSSELL, BRENDA (Paralegal)	\$275.00	\$275.00	18.8	\$5,170.00	\$5,170.00
Beasley Allen Crow Methvin Portis & Miles, PC	WILLIAMS, MITCH (Associate)	\$650.00	\$600.00	73.2	\$47,580.00	\$43,920.00
Bleichmar Fonti & Auld LLP	BERTERO, ANTHONY (Staff Attorney)	\$695.00	\$415.00	2.5	\$1,737.50	\$1,037.50
Bleichmar Fonti & Auld LLP	DAVIS, ANNE (Partner)	\$695.00	\$695.00	25.8	\$17,931.00	\$17,931.00
Bleichmar Fonti & Auld LLP	DAVIS, ANNE (Partner)	\$950.00	\$895.00	13.3	\$12,635.00	\$11,903.50

Exhibit A - Summary of Hours and Expenses Organized by Task Codes

Bleichmar Fonti & Auld LLP	KOO, JOOYOUNG (Staff Attorney)	\$695.00	\$415.00	59.6	\$41,422.00	\$24,734.00
Bleichmar Fonti & Auld LLP	LAW, JULIE (Paralegal)	\$695.00	\$275.00	0.4	\$278.00	\$110.00
Bleichmar Fonti & Auld LLP	ORNELAS, ANGELICA (Associate)	\$695.00	\$600.00	115	\$79,925.00	\$69,000.00
Bleichmar Fonti & Auld LLP	ROBERTSON, KELSEY (Staff Attorney)	\$695.00	\$415.00	2.7	\$1,876.50	\$1,120.50
Bleichmar Fonti & Auld LLP	SAMRA, JOSHUA (Associate)	\$695.00	\$600.00	12	\$8,340.00	\$7,200.00
Bleichmar Fonti & Auld LLP	SIMNOWITZ, SARA (Associate)	\$695.00	\$600.00	1.3	\$903.50	\$780.00
Bleichmar Fonti & Auld LLP	SULLIVAN, KASEY (Staff Attorney)	\$695.00	\$415.00	9	\$6,255.00	\$3,735.00
Bleichmar Fonti & Auld LLP	SUM, SYLVIA (Staff Attorney)	\$695.00	\$415.00	16.2	\$11,259.00	\$6,723.00
Bleichmar Fonti & Auld LLP	TAMONDONG, CESAR (Paralegal)	\$695.00	\$275.00	3.9	\$2,710.50	\$1,072.50
Bleichmar Fonti & Auld LLP	TSURUDOME, GLEN (Staff Attorney)	\$520.00	\$415.00	43.5	\$22,620.00	\$18,052.50
Bleichmar Fonti & Auld LLP	WEAVER, LESLEY (Partner)	\$695.00	\$695.00	31.8	\$22,101.00	\$22,101.00
Bleichmar Fonti & Auld LLP	WEAVER, LESLEY (Partner)	\$1,250.00	\$895.00	1.4	\$1,750.00	\$1,253.00
Boies, Schiller & Flexner LLP	BEATON, MARCOS (Of Counsel)	\$790.00	\$790.00	121.7	\$96,143.00	\$96,143.00
Boies, Schiller & Flexner LLP	BUTTERWORTH, BRANDON (Associate)	\$740.00	\$600.00	262.9	\$194,546.00	\$157,740.00
Boies, Schiller & Flexner LLP	HARRISON, LASELVE (Associate)	\$740.00	\$600.00	181.9	\$134,606.00	\$109,140.00
Boies, Schiller & Flexner LLP	LICATA, SAMANTHA (Associate)	\$670.00	\$600.00	149.6	\$100,232.00	\$89,760.00
Boies, Schiller & Flexner LLP	MIKULIC, MICHAEL (Associate)	\$740.00	\$600.00	72.5	\$53,650.00	\$43,500.00
Boies, Schiller & Flexner LLP	SCHIFMAN, JARED (Associate)	\$450.00	\$450.00	9.5	\$4,275.00	\$4,275.00
Boies, Schiller & Flexner LLP	STEPHEN ZACK (Partner)	\$1,610.00	\$895.00	4.5	\$7,245.00	\$4,027.50
Boies, Schiller & Flexner LLP	ULRICH, TYLER (Partner)	\$1,060.00	\$895.00	78.8	\$83,528.00	\$70,526.00
Boies, Schiller & Flexner LLP	VOEGELE, JONATHAN (Associate)	\$770.00	\$600.00	45	\$34,650.00	\$27,000.00
Boies, Schiller & Flexner LLP	WITTE, RYAN (Partner)	\$1,070.00	\$895.00	226	\$241,820.00	\$202,270.00
Boies, Schiller & Flexner LLP	ZACK, STEPHEN (Partner)	\$1,610.00	\$895.00	152.8	\$246,008.00	\$136,756.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	STEELE, JORDAN (Associate)	\$600.00	\$600.00	5.6	\$3,360.00	\$3,360.00
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	BARRON, SETH (Associate)	\$375.00	\$375.00	13.7	\$5,137.50	\$5,137.50
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	BLATT, GAYLE M. (Partner)	\$995.00	\$895.00	55.8	\$55,521.00	\$49,941.00
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	CASEY, DAVID S., JR. (Partner)	\$1,100.00	\$895.00	10	\$11,000.00	\$8,950.00
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	CASEY, III, DAVE (Associate)	\$395.00	\$395.00	2.3	\$908.50	\$908.50
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	DAVIS, JAMES (Associate)	\$475.00	\$475.00	115.5	\$54,862.50	\$54,862.50
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	DAVIS, MICHELLE (Paralegal)	\$275.00	\$275.00	1	\$275.00	\$275.00
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	GUERRA, P. CAMILLE (Partner)	\$815.00	\$815.00	28.3	\$23,064.50	\$23,064.50
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	MCBAIN, CATHERINE (Associate)	\$505.00	\$505.00	102.7	\$51,863.50	\$51,863.50
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	RATAJESAK, VICKI (Paralegal)	\$235.00	\$235.00	2.8	\$658.00	\$658.00
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	ROBINSON, JEREMY (Partner)	\$950.00	\$895.00	49.2	\$46,740.00	\$44,034.00
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	SINNING, NANCY (Paralegal)	\$265.00	\$265.00	2	\$530.00	\$530.00
Dicello Levitt & Casey LLC	FERRI, DANIEL (Partner)	\$1,110.00	\$895.00	8.9	\$9,879.00	\$7,965.50
Dicello Levitt & Casey LLC	HAWAL, JUSTIN (Partner)	\$1,000.00	\$895.00	4.8	\$4,800.00	\$4,296.00
Dicello Levitt & Casey LLC	LEVITT, ADAM (Partner)	\$1,430.00	\$895.00	64.4	\$92,092.00	\$57,638.00
Dicello Levitt & Casey LLC	PROM, ADAM (Paralegal)	\$760.00	\$275.00	19.4	\$14,744.00	\$5,335.00
Dicello Levitt & Casey LLC	TANGREN, JOHN (Partner)	\$1,210.00	\$895.00	54.5	\$65,945.00	\$48,777.50
Dicello Levitt & Casey LLC	VESEER, JULIA (Paralegal)	\$400.00	\$275.00	12.9	\$5,160.00	\$3,547.50
Gibbs Law Group, LLP	BLOOMFIELD, JOSHUA (Of Counsel)	\$850.00	\$850.00	36.1	\$30,685.00	\$30,685.00
Gibbs Law Group, LLP	BLUMENTHAL, AARON (Associate)	\$605.00	\$600.00	2.8	\$1,694.00	\$1,680.00
Gibbs Law Group, LLP	GIBBS, ERIC (Partner)	\$1,065.00	\$895.00	3.8	\$4,047.00	\$3,401.00
Gibbs Law Group, LLP	HUGHES, DYLAN (Partner)	\$935.00	\$895.00	8.1	\$7,573.50	\$7,249.50
Gibbs Law Group, LLP	HUTCHINSON, PARKER (Of Counsel)	\$660.00	\$660.00	71.2	\$46,992.00	\$46,992.00
Gibbs Law Group, LLP	KOSBIE, JEFF (Associate)	\$605.00	\$600.00	52	\$31,460.00	\$31,200.00
Gibbs Law Group, LLP	LOPEZ, STEVE (Partner)	\$670.00	\$670.00	4.5	\$3,015.00	\$3,015.00
Gibbs Law Group, LLP	PROTHERO, ALYSSA (Staff Attorney)	\$415.00	\$415.00	327.2	\$135,788.00	\$135,788.00
Gibbs Law Group, LLP	RISOLDI, ALYSSA (Staff Attorney)	\$415.00	\$415.00	159.5	\$66,192.50	\$66,192.50
Gibbs Law Group, LLP	RIVAS, ROSEMARY (Partner)	\$995.00	\$895.00	50.6	\$50,347.00	\$45,287.00
Gibbs Law Group, LLP	SOMINSKI, DASHA (Associate)	\$365.00	\$365.00	9.8	\$3,577.00	\$3,577.00
Gibbs Law Group, LLP	STEIN, DAVE (Partner)	\$815.00	\$815.00	1.6	\$1,304.00	\$1,304.00
Hellmuth & Johnson PLLC	CASHMAN, MICHAEL (Partner)	\$895.00	\$895.00	14.4	\$12,888.00	\$12,888.00

Exhibit A - Summary of Hours and Expenses Organized by Task Codes

Hellmuth & Johnson PLLC	HAGSTROM, RICHARD (Partner)	\$980.00	\$895.00	35.8	\$35,084.00	\$32,041.00
Hellmuth & Johnson PLLC	KUHLMANN, NICHOLAS (Associate)	\$600.00	\$600.00	24.4	\$14,640.00	\$14,640.00
Hellmuth & Johnson PLLC	OTSUKA, GREGORY (Partner)	\$760.00	\$760.00	69	\$52,440.00	\$52,440.00
Keller Rohrback L.L.P.	BORSETH, XANNIE (Paralegal)	\$300.00	\$275.00	18.4	\$5,520.00	\$5,060.00
Keller Rohrback L.L.P.	BOWANKO, RACHEL (Paralegal)	\$320.00	\$275.00	60.5	\$19,360.00	\$16,637.50
Keller Rohrback L.L.P.	CAPPIO, GRETCHEN (Partner)	\$1,150.00	\$895.00	32.1	\$36,915.00	\$28,729.50
Keller Rohrback L.L.P.	DANIEL, ADELE (Associate)	\$650.00	\$600.00	118.7	\$77,155.00	\$71,220.00
Keller Rohrback L.L.P.	DE VRIES, AJ (Paralegal)	\$425.00	\$275.00	15.3	\$6,502.50	\$4,207.50
Keller Rohrback L.L.P.	EMERSON, ERIKA (Associate)	\$605.00	\$600.00	36.4	\$22,022.00	\$21,840.00
Keller Rohrback L.L.P.	GOINS, MAX (Associate)	\$585.00	\$585.00	2.7	\$1,579.50	\$1,579.50
Keller Rohrback L.L.P.	GUSSIN, ZACHARY (Associate)	\$625.00	\$600.00	140.3	\$87,687.50	\$84,180.00
Keller Rohrback L.L.P.	MCDEVITT, RYAN (Partner)	\$875.00	\$875.00	345.2	\$302,050.00	\$302,050.00
Keller Rohrback L.L.P.	MERSING, JACOB (Paralegal)	\$440.00	\$275.00	80.4	\$35,376.00	\$22,110.00
Keller Rohrback L.L.P.	MISHLER, LARA (Paralegal)	\$330.00	\$275.00	4	\$1,320.00	\$1,100.00
Keller Rohrback L.L.P.	MOROWITZ, RACHEL (Associate)	\$525.00	\$525.00	220.7	\$115,867.50	\$115,867.50
Keller Rohrback L.L.P.	NEALIOUS, BIANCA (Paralegal)	\$335.00	\$275.00	6	\$2,010.00	\$1,650.00
Keller Rohrback L.L.P.	READ, SYDNEY (Associate)	\$510.00	\$510.00	41.8	\$21,318.00	\$21,318.00
Keller Rohrback L.L.P.	SPANGLER, BRIAN E. (Paralegal)	\$350.00	\$275.00	2.1	\$735.00	\$577.50
Keller Rohrback L.L.P.	TIEZAU, Y. TIZZY (Paralegal)	\$305.00	\$275.00	0.2	\$61.00	\$55.00
Keller Rohrback L.L.P.	VERDUGO, GABE E. (Associate)	\$630.00	\$600.00	102	\$64,260.00	\$61,200.00
Keller Rohrback L.L.P.	WILSON, KIANA (Paralegal)	\$365.00	\$275.00	0.1	\$36.50	\$27.50
Keller Rohrback L.L.P.	WRIGHT, EMMA (Paralegal)	\$595.00	\$275.00	17.7	\$10,531.50	\$4,867.50
Kessler Topaz Meltzer & Check, LLP	ADAMS, SCOTT (Staff Attorney)	\$385.00	\$385.00	2.5	\$962.50	\$962.50
Kessler Topaz Meltzer & Check, LLP	AMJED, NAUMON (Partner)	\$970.00	\$895.00	1.4	\$1,358.00	\$1,253.00
Kessler Topaz Meltzer & Check, LLP	BELL, ADRIENNE (Associate)	\$575.00	\$575.00	8	\$4,600.00	\$4,600.00
Kessler Topaz Meltzer & Check, LLP	CORSON, MEGAN (Paralegal)	\$320.00	\$275.00	4.5	\$1,440.00	\$1,237.50
Kessler Topaz Meltzer & Check, LLP	ELANGOVAN, VARUN (Associate)	\$420.00	\$420.00	3	\$1,260.00	\$1,260.00
Kessler Topaz Meltzer & Check, LLP	GERTNER, ABIGAIL (Associate)	\$385.00	\$385.00	10.6	\$4,081.00	\$4,081.00
Kessler Topaz Meltzer & Check, LLP	HEMSLEY, COURTNEY (Paralegal)	\$405.00	\$275.00	133	\$53,865.00	\$36,575.00
Kessler Topaz Meltzer & Check, LLP	HERLING, BRANDON (Associate)	\$390.00	\$390.00	85.4	\$33,306.00	\$33,306.00
Kessler Topaz Meltzer & Check, LLP	HINDMARSH, LISA (Paralegal)	\$255.00	\$255.00	2.1	\$535.50	\$535.50
Kessler Topaz Meltzer & Check, LLP	JACOBSON, JORDAN (Associate)	\$560.00	\$560.00	25.2	\$14,112.00	\$14,112.00
Kessler Topaz Meltzer & Check, LLP	JULIANO, MAGGIE (Staff Attorney)	\$385.00	\$385.00	2.6	\$1,001.00	\$1,001.00
Kessler Topaz Meltzer & Check, LLP	LESSER, NATALIE (Associate)	\$535.00	\$535.00	205.8	\$110,103.00	\$110,103.00
Kessler Topaz Meltzer & Check, LLP	MCGINLEY, LAUREN (Associate)	\$480.00	\$480.00	81.6	\$39,168.00	\$39,168.00
Kessler Topaz Meltzer & Check, LLP	MELTZER, JOSEPH (Partner)	\$1,000.00	\$895.00	35.6	\$35,600.00	\$31,862.00
Kessler Topaz Meltzer & Check, LLP	PARK, ALEX (Associate)	\$480.00	\$480.00	8.8	\$4,224.00	\$4,224.00
Kessler Topaz Meltzer & Check, LLP	PEOPLES, ANDREW (Staff Attorney)	\$455.00	\$415.00	24.2	\$11,011.00	\$10,043.00
Kessler Topaz Meltzer & Check, LLP	PORT, LISA LAMB (Associate)	\$750.00	\$600.00	91.8	\$68,850.00	\$55,080.00
Kessler Topaz Meltzer & Check, LLP	RUSO, LACEY (Paralegal)	\$260.00	\$260.00	0.8	\$208.00	\$208.00
Kessler Topaz Meltzer & Check, LLP	STARLING, TEDDY (Associate)	\$475.00	\$475.00	7.5	\$3,562.50	\$3,562.50
Kessler Topaz Meltzer & Check, LLP	TAMERIER, JULIE (Paralegal)	\$85.00	\$85.00	12.2	\$1,037.00	\$1,037.00
Kessler Topaz Meltzer & Check, LLP	TOPAZ, MARC (Partner)	\$1,000.00	\$895.00	6	\$6,000.00	\$5,370.00
Kessler Topaz Meltzer & Check, LLP	TROUTNER, MELISSA (Partner)	\$950.00	\$895.00	295.5	\$280,725.00	\$264,472.50
Kessler Topaz Meltzer & Check, LLP	WHITMAN, JOHNSTON (Partner)	\$950.00	\$895.00	18.3	\$17,385.00	\$16,378.50
Kessler Topaz Meltzer & Check, LLP	WOTRING, JULIE (Paralegal)	\$275.00	\$275.00	32	\$8,800.00	\$8,800.00
Levi & Korsinsky, LLP	KORSINSKY, EDUARD (Partner)	\$1,050.00	\$895.00	0.9	\$945.00	\$805.50
Levi & Korsinsky, LLP	MACCARONE, COURTNEY (Associate)	\$675.00	\$600.00	48.6	\$32,805.00	\$29,160.00
Levi & Korsinsky, LLP	MAH, ROSANNE (Partner)	\$740.00	\$740.00	112.7	\$83,398.00	\$83,398.00
Levi & Korsinsky, LLP	RIVAS, ROSEMARY (Partner)	\$995.00	\$895.00	93.2	\$92,734.00	\$83,414.00
Levi & Korsinsky, LLP	SCHMITT, CHRISTOPHER (Staff Attorney)	\$475.00	\$415.00	5.7	\$2,707.50	\$2,365.50
Lieff Cabraser Heimann & Bernstein, LLP	ARSOV, DUSHAN (Paralegal)	\$455.00	\$275.00	8.4	\$3,822.00	\$2,310.00
Lieff Cabraser Heimann & Bernstein, LLP	ATKINS, CECILIA (Paralegal)	\$360.00	\$275.00	1.1	\$396.00	\$302.50
Lieff Cabraser Heimann & Bernstein, LLP	BALKOSKI, JANE (Paralegal)	\$360.00	\$275.00	8.8	\$3,168.00	\$2,420.00

Exhibit A - Summary of Hours and Costs Organized by Task Codes

Lieff Cabraser Heimann & Bernstein, LLP	BELUSHKO BARROWS, NIKKI (Paralegal)	\$535.00	\$275.00	10.3	\$5,510.50	\$2,832.50
Lieff Cabraser Heimann & Bernstein, LLP	BERTRAM, ANNE (Paralegal)	\$360.00	\$275.00	103.3	\$37,188.00	\$28,407.50
Lieff Cabraser Heimann & Bernstein, LLP	BROWN, AIDAN (Paralegal)	\$500.00	\$275.00	74.8	\$37,400.00	\$20,570.00
Lieff Cabraser Heimann & Bernstein, LLP	BUDNER, KEVIN (Partner)	\$790.00	\$790.00	2.4	\$1,896.00	\$1,896.00
Lieff Cabraser Heimann & Bernstein, LLP	CHINN, VICTORIA (Staff Attorney)	\$525.00	\$415.00	16.8	\$8,820.00	\$6,972.00
Lieff Cabraser Heimann & Bernstein, LLP	DESAI, NIMISH (Partner)	\$1,010.00	\$895.00	21.6	\$21,816.00	\$19,332.00
Lieff Cabraser Heimann & Bernstein, LLP	EDEN, NICA (Paralegal)	\$455.00	\$275.00	1.4	\$637.00	\$385.00
Lieff Cabraser Heimann & Bernstein, LLP	KAWAMURA, JENNIFER (Paralegal)	\$510.00	\$275.00	13.7	\$6,987.00	\$3,767.50
Lieff Cabraser Heimann & Bernstein, LLP	KEENLEY, ELIZABETH (Paralegal)	\$510.00	\$275.00	1.4	\$714.00	\$385.00
Lieff Cabraser Heimann & Bernstein, LLP	KENFIELD-KELLEHER, MURIEL (Associate)	\$500.00	\$500.00	291.7	\$145,850.00	\$145,850.00
Lieff Cabraser Heimann & Bernstein, LLP	KENFIELD-KELLEHER, MURIEL (Associate)	\$570.00	\$570.00	176.3	\$100,491.00	\$100,491.00
Lieff Cabraser Heimann & Bernstein, LLP	KRAVATZ, JILLIAN (Paralegal)	\$360.00	\$275.00	9	\$3,240.00	\$2,475.00
Lieff Cabraser Heimann & Bernstein, LLP	KRUGER, ERIK (Paralegal)	\$510.00	\$275.00	16.1	\$8,211.00	\$4,427.50
Lieff Cabraser Heimann & Bernstein, LLP	LICHTMAN, JASON (Partner)	\$875.00	\$875.00	1.4	\$1,225.00	\$1,225.00
Lieff Cabraser Heimann & Bernstein, LLP	LIM, TRACY (Paralegal)	\$465.00	\$275.00	6	\$2,790.00	\$1,650.00
Lieff Cabraser Heimann & Bernstein, LLP	MCBRIDE, KATHERINE (Associate)	\$745.00	\$600.00	950.5	\$708,122.50	\$570,300.00
Lieff Cabraser Heimann & Bernstein, LLP	MCBRIDE, KATHERINE (Partner)	\$745.00	\$745.00	402.5	\$299,862.50	\$299,862.50
Lieff Cabraser Heimann & Bernstein, LLP	MILORO, SCOTT (Staff Attorney)	\$525.00	\$415.00	22.9	\$12,022.50	\$9,503.50
Lieff Cabraser Heimann & Bernstein, LLP	MUKHERJI, RENEE (Paralegal)	\$535.00	\$275.00	0.9	\$481.50	\$247.50
Lieff Cabraser Heimann & Bernstein, LLP	NGUYEN, PHONG-CHAU (Partner)	\$800.00	\$800.00	452.4	\$361,920.00	\$361,920.00
Lieff Cabraser Heimann & Bernstein, LLP	NICOLAOU, JOHN (Partner)	\$800.00	\$800.00	2755.4	\$2,204,320.00	\$2,204,320.00
Lieff Cabraser Heimann & Bernstein, LLP	ORSLAND, KRISTIN (Paralegal)	\$405.00	\$275.00	6.8	\$2,754.00	\$1,870.00
Lieff Cabraser Heimann & Bernstein, LLP	ORSLAND, KRISTIN (Paralegal)	\$510.00	\$275.00	3.3	\$1,683.00	\$907.50
Lieff Cabraser Heimann & Bernstein, LLP	RUDNICK, JENNIFER (Paralegal)	\$510.00	\$275.00	21.2	\$10,812.00	\$5,830.00
Lieff Cabraser Heimann & Bernstein, LLP	RUDNICK, JENNIFER (Paralegal)	\$535.00	\$275.00	1.2	\$642.00	\$330.00
Lieff Cabraser Heimann & Bernstein, LLP	SABBE, JENNIFER (Paralegal)	\$535.00	\$275.00	1.6	\$856.00	\$440.00
Lieff Cabraser Heimann & Bernstein, LLP	SELHORST, HANNAH (Paralegal)	\$395.00	\$275.00	26.2	\$10,349.00	\$7,205.00
Lieff Cabraser Heimann & Bernstein, LLP	SIDDIQI, NABILA (Paralegal)	\$470.00	\$275.00	0.8	\$376.00	\$220.00
Lieff Cabraser Heimann & Bernstein, LLP	STELLINGS, DAVID (Partner)	\$1,305.00	\$895.00	222.2	\$289,971.00	\$198,869.00
Lieff Cabraser Heimann & Bernstein, LLP	TARPEH, JLE (Paralegal)	\$510.00	\$275.00	74.3	\$37,893.00	\$20,432.50
Lieff Cabraser Heimann & Bernstein, LLP	TEXIER, RICHARD (Paralegal)	\$510.00	\$275.00	4.8	\$2,448.00	\$1,320.00
Lieff Cabraser Heimann & Bernstein, LLP	TROUVAIS, BENJAMIN (Paralegal)	\$425.00	\$275.00	11.9	\$5,057.50	\$3,272.50
Lieff Cabraser Heimann & Bernstein, LLP	TROXEL, BRIAN (Paralegal)	\$510.00	\$275.00	30.1	\$15,351.00	\$8,277.50
Podhurst Orseck, P.A.	CLAVELQ, TAILYN (Staff Attorney)	\$445.00	\$415.00	82.5	\$36,712.50	\$34,237.50
Podhurst Orseck, P.A.	DEL RIEGO, ALISSA (Associate)	\$655.00	\$600.00	93.6	\$61,308.00	\$56,160.00
Podhurst Orseck, P.A.	FERNANDEZ ANDES, CHRIS (Paralegal)	\$345.00	\$275.00	28.9	\$9,970.50	\$7,947.50
Podhurst Orseck, P.A.	GRAVANTE, JOHN (Partner)	\$755.00	\$755.00	101.4	\$76,557.00	\$76,557.00
Podhurst Orseck, P.A.	LEVY, NATHALIE (Staff Attorney)	\$590.00	\$415.00	81.2	\$47,908.00	\$33,698.00
Podhurst Orseck, P.A.	MARSTON, VICTORIA (Staff Attorney)	\$445.00	\$415.00	90	\$40,050.00	\$37,350.00
Podhurst Orseck, P.A.	PELL, STEPHANIE (Staff Attorney)	\$445.00	\$415.00	97.5	\$43,387.50	\$40,462.50
Podhurst Orseck, P.A.	PENELAS, CHRISTOPHER (Paralegal)	\$345.00	\$275.00	14.4	\$4,968.00	\$3,960.00
Podhurst Orseck, P.A.	PRIETO, PETER (Partner)	\$1,275.00	\$895.00	11.3	\$14,407.50	\$10,113.50
Podhurst Orseck, P.A.	RAFAELI, JOEY (Staff Attorney)	\$590.00	\$415.00	34.7	\$20,473.00	\$14,400.50
Podhurst Orseck, P.A.	SPULAK, MATT (Staff Attorney)	\$755.00	\$415.00	77	\$58,135.00	\$31,955.00
Podhurst Orseck, P.A.	WAHAB, CHAFIC (Staff Attorney)	\$590.00	\$415.00	120.2	\$70,918.00	\$49,883.00
Podhurst Orseck, P.A.	WEINSHALL, MATT (Partner)	\$755.00	\$755.00	96.9	\$73,159.50	\$73,159.50
Podhurst Orseck, P.A.	YARZABAL, ILIANA (Paralegal)	\$345.00	\$275.00	42.4	\$14,628.00	\$11,660.00
Pritzker Levine LLP	CARACUZZO, BETHANY (Partner)	\$950.00	\$895.00	29.5	\$28,025.00	\$26,402.50
Pritzker Levine LLP	CORBITT, CAROLINE (Associate)	\$725.00	\$600.00	8.4	\$6,090.00	\$5,040.00
Pritzker Levine LLP	HAGGARTY, HEATHER (Associate)	\$850.00	\$600.00	48	\$40,800.00	\$28,800.00
Pritzker Levine LLP	LEVINE, JONATHAN (Partner)	\$1,100.00	\$895.00	97.5	\$107,250.00	\$87,262.50
Pritzker Levine LLP	PRITZKER, ELIZABETH (Partner)	\$1,100.00	\$895.00	7.8	\$8,580.00	\$6,981.00
Pritzker Levine LLP	WHITNEY, ANNE (Associate)	\$700.00	\$600.00	14	\$9,800.00	\$8,400.00
Robbins Geller Rudman and Dowd LLP	ALPERSTEIN, JASON (Partner)	\$840.00	\$840.00	274.7	\$230,748.00	\$230,748.00

Exhibit A - Summary of Hours and Lodestar Organized by Task Codes

Robbins Geller Rudman and Dowd LLP	BEALL, BRADLEY (Associate)	\$515.00	\$515.00	554.3	\$285,464.50	\$285,464.50
Robbins Geller Rudman and Dowd LLP	BRITO, NICOLLE (Associate)	\$675.00	\$600.00	28.9	\$19,507.50	\$17,340.00
Robbins Geller Rudman and Dowd LLP	COHEN, ALEXANDER (Associate)	\$560.00	\$560.00	75.6	\$42,336.00	\$42,336.00
Robbins Geller Rudman and Dowd LLP	CURTISS, BROOKE (Staff Attorney)	\$440.00	\$415.00	1.1	\$484.00	\$456.50
Robbins Geller Rudman and Dowd LLP	DAVIDSON, STUART (Partner)	\$1,030.00	\$895.00	0.2	\$206.00	\$179.00
Robbins Geller Rudman and Dowd LLP	DEARMAN, MARK (Partner)	\$1,100.00	\$895.00	111.6	\$122,760.00	\$99,882.00
Robbins Geller Rudman and Dowd LLP	GELLER, PAUL (Partner)	\$1,375.00	\$895.00	9.4	\$12,925.00	\$8,413.00
Robbins Geller Rudman and Dowd LLP	HANSON, KATINA (Paralegal)	\$410.00	\$275.00	85.1	\$34,891.00	\$23,402.50
Robbins Geller Rudman and Dowd LLP	JENSEN, RACHEL (Partner)	\$985.00	\$895.00	129.6	\$127,656.00	\$115,992.00
Robbins Geller Rudman and Dowd LLP	MARENCO, RICARDO (Associate)	\$540.00	\$540.00	140.5	\$75,870.00	\$75,870.00
Robbins Geller Rudman and Dowd LLP	PUERTO, PATRICIA (Paralegal)	\$410.00	\$275.00	10.5	\$4,305.00	\$2,887.50
Robbins Geller Rudman and Dowd LLP	SAWYER, MAXWELL (Associate)	\$475.00	\$475.00	323.9	\$153,852.50	\$153,852.50
Robbins Geller Rudman and Dowd LLP	SCIALPI, FACUNDO (Associate)	\$465.00	\$465.00	52.6	\$24,459.00	\$24,459.00
Robbins Geller Rudman and Dowd LLP	TACK, DEBORAH (Paralegal)	\$410.00	\$275.00	12.5	\$5,125.00	\$3,437.50
Robbins Geller Rudman and Dowd LLP	TAYLOR, LINDSEY (Partner)	\$1,200.00	\$895.00	23.3	\$27,960.00	\$20,853.50
Robins Kaplan, LLP	HURT, J. AUSTIN (Of Counsel)	\$1,050.00	\$895.00	581.6	\$610,680.00	\$520,532.00
Robins Kaplan, LLP	KOZEN, GEOFFREY H. (Associate)	\$990.00	\$600.00	171.2	\$169,488.00	\$102,720.00
Robins Kaplan, LLP	PACELLI, MICHAEL J. (Associate)	\$795.00	\$600.00	650.2	\$516,909.00	\$390,120.00
Robins Kaplan, LLP	POTTER, ANN M. (Paralegal)	\$410.00	\$275.00	20.6	\$8,446.00	\$5,665.00
Robins Kaplan, LLP	SLAUGHTER, STACEY P. (Partner)	\$1,280.00	\$895.00	332.1	\$425,088.00	\$297,229.50
Robins Kaplan, LLP	ZABEL, RICHARD R. (Paralegal)	\$930.00	\$275.00	3.7	\$3,441.00	\$1,017.50
Seeger Weiss LLP	AYERS, CHRISTOPHER (Partner)	\$1,075.00	\$895.00	26.3	\$28,272.50	\$23,538.50
Seeger Weiss LLP	KRAMER, LESLIE (Paralegal)	\$295.00	\$275.00	33.7	\$9,941.50	\$9,267.50
Total Task Category 6				22370.2	\$16,925,300.00	\$14,571,571.50
<i>Task Category 7: Court Appearances and Preparation</i>						
Firm	Timekeeper	Standard Hourly Rate	Reduced Hourly Rate	Hours	Standard Hourly Lodestar	Reduced Hourly Lodestar
Ahdoot & Wolfson	STINER, CHRISTOPHER (Partner)	\$975.00	\$895.00	14.8	\$14,430.00	\$13,246.00
Ahdoot & Wolfson	WOLFSON, TINA (Partner)	\$1,200.00	\$895.00	32.5	\$39,000.00	\$29,087.50
Baron & Budd, P.C.	BENAVIDEZ, ERNEST (Paralegal)	\$250.00	\$250.00	23	\$5,750.00	\$5,750.00
Baron & Budd, P.C.	FERNANDES, DAVID B. (Associate)	\$795.00	\$600.00	208.5	\$165,757.50	\$125,100.00
Baron & Budd, P.C.	FERNANDES, DAVID B. (Partner)	\$795.00	\$795.00	5.1	\$4,054.50	\$4,054.50
Baron & Budd, P.C.	MANN, JONAS (Associate)	\$600.00	\$600.00	1	\$600.00	\$600.00
Baron & Budd, P.C.	ROYSTER, SHANNON (Associate)	\$625.00	\$600.00	30.1	\$18,812.50	\$18,060.00
Baron & Budd, P.C.	SMILEY, ELIZABETH (Associate)	\$575.00	\$575.00	23.3	\$13,397.50	\$13,397.50
Baron & Budd, P.C.	TAMBURELLI, ADAM (Associate)	\$795.00	\$600.00	134.3	\$106,768.50	\$80,580.00
Baron & Budd, P.C.	TAMBURELLI, ADAM (Partner)	\$795.00	\$795.00	32.8	\$26,076.00	\$26,076.00
Baron & Budd, P.C.	TELLIS, ROLAND (Partner)	\$1,200.00	\$895.00	227.6	\$273,120.00	\$203,702.00
Beasley Allen Crow Methvin Portis & Miles, PC	BARNETT, CLAY (Partner)	\$1,100.00	\$895.00	4.5	\$4,950.00	\$4,027.50
Beasley Allen Crow Methvin Portis & Miles, PC	MARTIN, DYLAN (Associate)	\$550.00	\$550.00	1.2	\$660.00	\$660.00
Beasley Allen Crow Methvin Portis & Miles, PC	MILES, DEE (Partner)	\$1,100.00	\$895.00	53.8	\$59,180.00	\$48,151.00
Beasley Allen Crow Methvin Portis & Miles, PC	RUSSELL, BRENDA (Paralegal)	\$275.00	\$275.00	0.6	\$165.00	\$165.00
Beasley Allen Crow Methvin Portis & Miles, PC	WILLIAMS, MITCH (Associate)	\$650.00	\$600.00	5.6	\$3,640.00	\$3,360.00
Bleichmar Fonti & Auld LLP	DAVIS, ANNE (Partner)	\$695.00	\$695.00	1.3	\$903.50	\$903.50
Bleichmar Fonti & Auld LLP	ORNELAS, ANGELICA (Associate)	\$695.00	\$600.00	26.2	\$18,209.00	\$15,720.00
Bleichmar Fonti & Auld LLP	WEAVER, LESLEY (Partner)	\$695.00	\$695.00	12.8	\$8,896.00	\$8,896.00
Bleichmar Fonti & Auld LLP	WEAVER, LESLEY (Partner)	\$1,250.00	\$895.00	0.2	\$250.00	\$179.00
Boies, Schiller & Flexner LLP	ULRICH, TYLER (Partner)	\$1,060.00	\$895.00	1.4	\$1,484.00	\$1,253.00
Boies, Schiller & Flexner LLP	WITTE, RYAN (Partner)	\$1,070.00	\$895.00	31.4	\$33,598.00	\$28,103.00
Boies, Schiller & Flexner LLP	ZACK, STEPHEN (Partner)	\$1,610.00	\$895.00	13.5	\$21,735.00	\$12,082.50
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	BLATT, GAYLE M. (Partner)	\$995.00	\$895.00	21	\$20,895.00	\$18,795.00
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	MCBAIN, CATHERINE (Associate)	\$505.00	\$505.00	0.7	\$353.50	\$353.50
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	ROBINSON, JEREMY (Partner)	\$950.00	\$895.00	2.4	\$2,280.00	\$2,148.00
Dicello Levitt & Casey LLC	FERRI, DANIEL (Partner)	\$1,110.00	\$895.00	4.3	\$4,773.00	\$3,848.50
Dicello Levitt & Casey LLC	LEVITT, ADAM (Partner)	\$1,430.00	\$895.00	36.2	\$51,766.00	\$32,399.00

Exhibit A - Summary of Hours and Fees Organized by Task Codes

Dicello Levitt & Casey LLC	PROM, ADAM (Paralegal)	\$760.00	\$275.00	2	\$1,520.00	\$550.00
Dicello Levitt & Casey LLC	TANGREN, JOHN (Partner)	\$1,210.00	\$895.00	8.5	\$10,285.00	\$7,607.50
Gibbs Law Group, LLP	GIBBONEY, KYLA (Associate)	\$605.00	\$600.00	2.6	\$1,573.00	\$1,560.00
Gibbs Law Group, LLP	RIVAS, ROSEMARY (Partner)	\$995.00	\$895.00	10.3	\$10,248.50	\$9,218.50
Heilmuth & Johnson PLLC	CASHMAN, MICHAEL (Partner)	\$895.00	\$895.00	25.3	\$22,643.50	\$22,643.50
Heilmuth & Johnson PLLC	HAGSTROM, RICHARD (Partner)	\$980.00	\$895.00	3.2	\$3,136.00	\$2,864.00
Keller Rohrback L.L.P.	CAPPIO, GRETCHEN (Partner)	\$1,150.00	\$895.00	40.7	\$46,805.00	\$36,426.50
Keller Rohrback L.L.P.	MCDEVITT, RYAN (Partner)	\$875.00	\$875.00	37.1	\$32,462.50	\$32,462.50
Keller Rohrback L.L.P.	MERSING, JACOB (Paralegal)	\$440.00	\$275.00	3.5	\$1,540.00	\$962.50
Keller Rohrback L.L.P.	MOROWITZ, RACHEL (Associate)	\$525.00	\$525.00	32.8	\$17,220.00	\$17,220.00
Keller Rohrback L.L.P.	NEALIOUS, BIANCA (Paralegal)	\$335.00	\$275.00	2.2	\$737.00	\$605.00
Keller Rohrback L.L.P.	READ, SYDNEY (Associate)	\$510.00	\$510.00	4.5	\$2,295.00	\$2,295.00
Keller Rohrback L.L.P.	SPANGLER, BRIAN E. (Paralegal)	\$350.00	\$275.00	0.2	\$70.00	\$55.00
Keller Rohrback L.L.P.	TIEZAZU, Y. TIZZY (Paralegal)	\$305.00	\$275.00	0.2	\$61.00	\$55.00
Keller Rohrback L.L.P.	WRIGHT, EMMA (Paralegal)	\$595.00	\$275.00	0.8	\$476.00	\$220.00
Kessler Topaz Meltzer & Check, LLP	HEMSLEY, COURTNEY (Paralegal)	\$405.00	\$275.00	1	\$405.00	\$275.00
Kessler Topaz Meltzer & Check, LLP	MCGINLEY, LAUREN (Associate)	\$480.00	\$480.00	0.8	\$384.00	\$384.00
Kessler Topaz Meltzer & Check, LLP	MELTZER, JOSEPH (Partner)	\$1,000.00	\$895.00	25.1	\$25,100.00	\$22,464.50
Kessler Topaz Meltzer & Check, LLP	PORT, LISA LAMB (Associate)	\$750.00	\$600.00	1.9	\$1,425.00	\$1,140.00
Kessler Topaz Meltzer & Check, LLP	TROUTNER, MELISSA (Partner)	\$950.00	\$895.00	8.4	\$7,980.00	\$7,518.00
Levi & Korsinsky, LLP	LEVI, JOSEPH (Partner)	\$1,050.00	\$895.00	22.9	\$24,045.00	\$20,495.50
Levi & Korsinsky, LLP	RIVAS, ROSEMARY (Partner)	\$995.00	\$895.00	24.9	\$24,775.50	\$22,285.50
Lieff Cabraser Heimann & Bernstein, LLP	BALKOSKI, JANE (Paralegal)	\$360.00	\$275.00	6.1	\$2,196.00	\$1,677.50
Lieff Cabraser Heimann & Bernstein, LLP	BROWN, AIDAN (Paralegal)	\$500.00	\$275.00	17.9	\$8,950.00	\$4,922.50
Lieff Cabraser Heimann & Bernstein, LLP	DESAI, NIMISH (Partner)	\$1,010.00	\$895.00	0.7	\$707.00	\$626.50
Lieff Cabraser Heimann & Bernstein, LLP	KENFIELD-KELLEHER, MURIEL (Associate)	\$500.00	\$500.00	1.3	\$650.00	\$650.00
Lieff Cabraser Heimann & Bernstein, LLP	KENFIELD-KELLEHER, MURIEL (Associate)	\$570.00	\$570.00	4.4	\$2,508.00	\$2,508.00
Lieff Cabraser Heimann & Bernstein, LLP	MCBRIDE, KATHERINE (Associate)	\$745.00	\$600.00	93.1	\$69,359.50	\$55,860.00
Lieff Cabraser Heimann & Bernstein, LLP	MCBRIDE, KATHERINE (Partner)	\$745.00	\$745.00	93.5	\$69,657.50	\$69,657.50
Lieff Cabraser Heimann & Bernstein, LLP	NGUYEN, PHONG-CHAU (Partner)	\$800.00	\$800.00	81.7	\$65,360.00	\$65,360.00
Lieff Cabraser Heimann & Bernstein, LLP	NICOLAOU, JOHN (Partner)	\$800.00	\$800.00	280	\$224,000.00	\$224,000.00
Lieff Cabraser Heimann & Bernstein, LLP	STELLINGS, DAVID (Partner)	\$1,305.00	\$895.00	290.6	\$379,233.00	\$260,087.00
Podhurst Orseck, P.A.	DEL RIEGO, ALISSA (Associate)	\$655.00	\$600.00	5.7	\$3,733.50	\$3,420.00
Podhurst Orseck, P.A.	GRAVANTE, JOHN (Partner)	\$755.00	\$755.00	3.5	\$2,642.50	\$2,642.50
Podhurst Orseck, P.A.	PRIETO, PETER (Partner)	\$1,275.00	\$895.00	2.7	\$3,442.50	\$2,416.50
Podhurst Orseck, P.A.	WEINSHALL, MATT (Partner)	\$755.00	\$755.00	2.7	\$2,038.50	\$2,038.50
Pritzker Levine LLP	LEVINE, JONATHAN (Partner)	\$1,100.00	\$895.00	32.8	\$36,080.00	\$29,356.00
Robbins Geller Rudman and Dowd LLP	ALPERSTEIN, JASON (Partner)	\$840.00	\$840.00	1	\$840.00	\$840.00
Robbins Geller Rudman and Dowd LLP	COHEN, ALEXANDER (Associate)	\$560.00	\$560.00	1.2	\$672.00	\$672.00
Robbins Geller Rudman and Dowd LLP	DEARMAN, MARK (Partner)	\$1,100.00	\$895.00	33.8	\$37,180.00	\$30,251.00
Robbins Geller Rudman and Dowd LLP	GELLER, PAUL (Partner)	\$1,375.00	\$895.00	0.1	\$137.50	\$89.50
Robbins Geller Rudman and Dowd LLP	HANSON, KATINA (Paralegal)	\$410.00	\$275.00	3.8	\$1,558.00	\$1,045.00
Robbins Geller Rudman and Dowd LLP	JENSEN, RACHEL (Partner)	\$985.00	\$895.00	6.7	\$6,599.50	\$5,996.50
Robbins Geller Rudman and Dowd LLP	MARENCO, RICARDO (Associate)	\$540.00	\$540.00	1	\$540.00	\$540.00
Robbins Geller Rudman and Dowd LLP	SAWYER, MAXWELL (Associate)	\$475.00	\$475.00	0.6	\$285.00	\$285.00
Robins Kaplan, LLP	HURT, J. AUSTIN (Of Counsel)	\$1,050.00	\$895.00	4.9	\$5,145.00	\$4,385.50
Robins Kaplan, LLP	HURT, J. AUSTIN (Partner)	\$1,050.00	\$895.00	0.5	\$525.00	\$447.50
Robins Kaplan, LLP	PACELLI, MICHAEL J. (Associate)	\$795.00	\$600.00	10	\$7,950.00	\$6,000.00
Robins Kaplan, LLP	SLAUGHTER, STACEY P. (Partner)	\$1,280.00	\$895.00	41.4	\$52,992.00	\$37,053.00
Total Task Category 7				2230.7	\$2,121,673.50	\$1,722,833.00
Task 8: Experts/Consultants						
Firm	Timekeeper	Standard Hourly Rate	Reduced Hourly Rate	Hours	Standard Hourly Lodestar	Reduced Hourly Lodestar
Ahdoot & Wolfson	WOLFSON, TINA (Partner)	\$1,200.00	\$895.00	3.9	\$4,680.00	\$3,490.50
Baron & Budd, P.C.	ALLEN, MOLLY GOZA (Staff Attorney)	\$415.00	\$415.00	420	\$174,300.00	\$174,300.00

Exhibit A - Summary of Hours and Costs Organized by Task Codes

Baron & Budd, P.C.	DOBBS, MICHAEL (Associate)	\$600.00	\$600.00	3.3	\$1,980.00	\$1,980.00
Baron & Budd, P.C.	FERNANDES, DAVID B. (Associate)	\$795.00	\$600.00	21.5	\$17,092.50	\$12,900.00
Baron & Budd, P.C.	FERNANDES, DAVID B. (Partner)	\$795.00	\$795.00	18.7	\$14,866.50	\$14,866.50
Baron & Budd, P.C.	FRANKLIN-ROBINSON, LAKENYA (Staff Attorney)	\$415.00	\$415.00	7.5	\$3,112.50	\$3,112.50
Baron & Budd, P.C.	IRISH, JASON (Staff Attorney)	\$415.00	\$415.00	418.6	\$173,719.00	\$173,719.00
Baron & Budd, P.C.	LICHTER, JAY MICHAEL (Associate)	\$675.00	\$600.00	281	\$189,675.00	\$168,600.00
Baron & Budd, P.C.	LIPINSKI, JEFFREY (Staff Attorney)	\$415.00	\$415.00	1.3	\$539.50	\$539.50
Baron & Budd, P.C.	ROBELOT, RYAN A. (Staff Attorney)	\$415.00	\$415.00	558.7	\$231,860.50	\$231,860.50
Baron & Budd, P.C.	ROYSTER, SHANNON (Associate)	\$625.00	\$600.00	85.5	\$53,437.50	\$51,300.00
Baron & Budd, P.C.	SHAFFIN, ORI (Staff Attorney)	\$415.00	\$415.00	895.5	\$371,632.50	\$371,632.50
Baron & Budd, P.C.	TAMBURELLI, ADAM (Associate)	\$795.00	\$600.00	18.5	\$14,707.50	\$11,100.00
Baron & Budd, P.C.	TAMBURELLI, ADAM (Partner)	\$795.00	\$795.00	16.2	\$12,879.00	\$12,879.00
Baron & Budd, P.C.	TELLIS, ROLAND (Partner)	\$1,200.00	\$895.00	11.2	\$13,440.00	\$10,024.00
Beasley Allen Crow Methvin Portis & Miles, PC	MANN, TRENT (Associate)	\$550.00	\$550.00	0.8	\$440.00	\$440.00
Bleichmar Fonti & Auld LLP	ORNELAS, ANGELICA (Associate)	\$695.00	\$600.00	4.2	\$2,919.00	\$2,520.00
Bleichmar Fonti & Auld LLP	SUM, SYLVIA (Staff Attorney)	\$490.00	\$415.00	0.6	\$294.00	\$249.00
Bleichmar Fonti & Auld LLP	WEAVER, LESLEY (Partner)	\$695.00	\$695.00	7.2	\$5,004.00	\$5,004.00
Boies, Schiller & Flexner LLP	JASON ZACK (Of Counsel)	\$950.00	\$895.00	35.9	\$34,105.00	\$32,130.50
Boies, Schiller & Flexner LLP	ULRICH, TYLER (Partner)	\$1,060.00	\$895.00	48.7	\$51,622.00	\$43,586.50
Boies, Schiller & Flexner LLP	WITTE, RYAN (Partner)	\$1,070.00	\$895.00	0.3	\$321.00	\$268.50
Boies, Schiller & Flexner LLP	ZACK, JASON (Of Counsel)	\$950.00	\$895.00	85	\$80,750.00	\$76,075.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	BARTLETT, CAROLINE (Partner)	\$875.00	\$875.00	1.2	\$1,050.00	\$1,050.00
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	BLATT, GAYLE M. (Partner)	\$995.00	\$895.00	2.7	\$2,686.50	\$2,416.50
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	DAVE, SANJEEV (Staff Attorney)	\$450.00	\$415.00	288.1	\$129,645.00	\$119,561.50
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	DAVIS, JAMES (Associate)	\$475.00	\$475.00	3.6	\$1,710.00	\$1,710.00
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	GUERRA, P. CAMILLE (Partner)	\$815.00	\$815.00	2	\$1,630.00	\$1,630.00
Jeffrey Lipinski	LIPINSKI, JEFFREY (Partner)	\$415.00	\$415.00	253	\$104,995.00	\$104,995.00
Keller Rohrbach L.L.P.	MCDEVITT, RYAN (Partner)	\$875.00	\$875.00	1	\$875.00	\$875.00
Keller Rohrbach L.L.P.	NEALIOUS, BIANCA (Paralegal)	\$335.00	\$275.00	0.3	\$100.50	\$82.50
Keller Rohrbach L.L.P.	SARKO, LYNN (Partner)	\$1,450.00	\$895.00	0.7	\$1,015.00	\$626.50
Kessler Topaz Meltzer & Check, LLP	HEMSLEY, COURTNEY (Paralegal)	\$405.00	\$275.00	1.3	\$526.50	\$357.50
Kessler Topaz Meltzer & Check, LLP	LESSER, NATALIE (Associate)	\$535.00	\$535.00	2.4	\$1,284.00	\$1,284.00
Kessler Topaz Meltzer & Check, LLP	MELTZER, JOSEPH (Partner)	\$1,000.00	\$895.00	1	\$1,000.00	\$895.00
Kessler Topaz Meltzer & Check, LLP	TROUTNER, MELISSA (Partner)	\$950.00	\$895.00	9.8	\$9,310.00	\$8,771.00
Lieff Cabraser Heimann & Bernstein, LLP	BELUSHKO BARROWS, NIKKI (Paralegal)	\$535.00	\$275.00	0.5	\$267.50	\$137.50
Lieff Cabraser Heimann & Bernstein, LLP	BERTRAM, ANNE (Paralegal)	\$360.00	\$275.00	0.3	\$108.00	\$82.50
Lieff Cabraser Heimann & Bernstein, LLP	CHINN, VICTORIA (Staff Attorney)	\$525.00	\$415.00	1.6	\$840.00	\$664.00
Lieff Cabraser Heimann & Bernstein, LLP	DESAI, NIMISH (Partner)	\$1,010.00	\$895.00	152.4	\$153,924.00	\$136,398.00
Lieff Cabraser Heimann & Bernstein, LLP	KENFIELD-KELLEHER, MURIEL (Associate)	\$570.00	\$570.00	3.2	\$1,824.00	\$1,824.00
Lieff Cabraser Heimann & Bernstein, LLP	LICHTMAN, JASON (Partner)	\$875.00	\$875.00	73	\$63,875.00	\$63,875.00
Lieff Cabraser Heimann & Bernstein, LLP	LICHTMAN, JASON (Partner)	\$980.00	\$895.00	1.8	\$1,764.00	\$1,611.00
Lieff Cabraser Heimann & Bernstein, LLP	MCBRIDE, KATHERINE (Associate)	\$745.00	\$600.00	9.7	\$7,226.50	\$5,820.00
Lieff Cabraser Heimann & Bernstein, LLP	MCBRIDE, KATHERINE (Partner)	\$745.00	\$745.00	9.1	\$6,779.50	\$6,779.50
Lieff Cabraser Heimann & Bernstein, LLP	MILORO, SCOTT (Staff Attorney)	\$525.00	\$415.00	116.8	\$61,320.00	\$48,472.00
Lieff Cabraser Heimann & Bernstein, LLP	NGUYEN, PHONG-CHAU (Partner)	\$800.00	\$800.00	7.4	\$5,920.00	\$5,920.00
Lieff Cabraser Heimann & Bernstein, LLP	NICOLAOU, JOHN (Partner)	\$800.00	\$800.00	250.3	\$200,240.00	\$200,240.00
Lieff Cabraser Heimann & Bernstein, LLP	OH, MARISSA (Staff Attorney)	\$525.00	\$415.00	10.5	\$5,512.50	\$4,357.50
Lieff Cabraser Heimann & Bernstein, LLP	SIDDIQI, NABILA (Paralegal)	\$470.00	\$275.00	0.4	\$188.00	\$110.00
Lieff Cabraser Heimann & Bernstein, LLP	STELLINGS, DAVID (Partner)	\$1,305.00	\$895.00	18.8	\$24,534.00	\$16,826.00
Robbins Geller Rudman and Dowd LLP	COHEN, ALEXANDER (Associate)	\$560.00	\$560.00	55	\$30,800.00	\$30,800.00
Robbins Geller Rudman and Dowd LLP	DEARMAN, MARK (Partner)	\$1,100.00	\$895.00	16.7	\$18,370.00	\$14,946.50
Robbins Geller Rudman and Dowd LLP	JENSEN, RACHEL (Partner)	\$985.00	\$895.00	4.1	\$4,038.50	\$3,669.50
Robbins Geller Rudman and Dowd LLP	SCIALPI, FACUNDO (Associate)	\$465.00	\$465.00	1	\$465.00	\$465.00
Seeger Weiss LLP	AYERS, CHRISTOPHER (Partner)	\$1,075.00	\$895.00	4	\$4,300.00	\$3,580.00

Exhibit A - Summary of Hours and Lodestar Organized by Task Codes

Total Task Category 8				4247.8	\$2,301,501.00	\$2,193,410.00
Task Category 9: Class Certification						
Firm	Timekeeper	Standard Hourly Rate	Reduced Hourly Rate	Hours	Standard Hourly Lodestar	Reduced Hourly Lodestar
Total Task Category 9						
Task Category 10: Trial & Preparation						
Firm	Timekeeper	Standard Hourly Rate	Reduced Hourly Rate	Hours	Standard Hourly Lodestar	Reduced Hourly Lodestar
Total Task Category 10						
Task Category 11: Appeal						
Firm	Timekeeper	Standard Hourly Rate	Reduced Hourly Rate	Hours	Standard Hourly Lodestar	Reduced Hourly Lodestar
Ahdoot & Wolfson	KELSTON, HENRY (Partner)	\$895.00	\$895.00	2.4	\$2,148.00	\$2,148.00
Ahdoot & Wolfson	KING, BRADLEY (Partner)	\$900.00	\$895.00	0.2	\$180.00	\$179.00
Ahdoot & Wolfson	LORITSCH, WINDY (Paralegal)	\$250.00	\$250.00	0.8	\$200.00	\$200.00
Ahdoot & Wolfson	STINER, CHRISTOPHER (Partner)	\$975.00	\$895.00	6.1	\$5,947.50	\$5,459.50
Ahdoot & Wolfson	WOLFSON, TINA (Partner)	\$1,200.00	\$895.00	2.5	\$3,000.00	\$2,237.50
Baron & Budd, P.C.	DOBBS, MICHAEL (Associate)	\$600.00	\$600.00	0.1	\$60.00	\$60.00
Baron & Budd, P.C.	FERNANDES, DAVID B. (Partner)	\$795.00	\$795.00	17.7	\$14,071.50	\$14,071.50
Baron & Budd, P.C.	FISH, LISA (Associate)	\$600.00	\$600.00	14.7	\$8,820.00	\$8,820.00
Baron & Budd, P.C.	ROYSTER, SHANNON (Associate)	\$625.00	\$600.00	11.1	\$6,937.50	\$6,660.00
Baron & Budd, P.C.	TAMBURELLI, ADAM (Partner)	\$795.00	\$795.00	12.1	\$9,619.50	\$9,619.50
Baron & Budd, P.C.	TELLIS, ROLAND (Partner)	\$1,200.00	\$895.00	6.3	\$7,560.00	\$5,638.50
Lieff Cabraser Heimann & Bernstein, LLP	KENFIELD-KELLEHER, MURIEL (Associate)	\$570.00	\$570.00	0.5	\$285.00	\$285.00
Lieff Cabraser Heimann & Bernstein, LLP	MCBRIDE, KATHERINE (Partner)	\$745.00	\$745.00	53	\$39,485.00	\$39,485.00
Lieff Cabraser Heimann & Bernstein, LLP	NGUYEN, PHONG-CHAU (Partner)	\$800.00	\$800.00	33.7	\$26,960.00	\$26,960.00
Lieff Cabraser Heimann & Bernstein, LLP	TOLLAFIELD, STEPHEN (Paralegal)	\$510.00	\$275.00	2.2	\$1,122.00	\$605.00
Podhurst Orseck, P.A.	WEINSHALL, MATTHEW (Partner)	\$895.00	\$895.00	58	\$51,910.00	\$51,910.00
Robins Kaplan, LLP	HURT, J. AUSTIN (Partner)	\$1,050.00	\$895.00	0.7	\$735.00	\$626.50
Robins Kaplan, LLP	SLAUGHTER, STACEY P. (Partner)	\$1,280.00	\$895.00	0.4	\$512.00	\$358.00
Total Task Category 11				222.5	\$179,553.00	\$175,323.00
Task Category 12: Settlement						
Firm	Timekeeper	Standard Hourly Rate	Reduced Hourly Rate	Hours	Standard Hourly Lodestar	Reduced Hourly Lodestar
Baron & Budd, P.C.	BENAVIDEZ, ERNEST (Paralegal)	\$250.00	\$250.00	25.2	\$6,300.00	\$6,300.00
Baron & Budd, P.C.	DOBBS, MICHAEL (Associate)	\$600.00	\$600.00	0.4	\$240.00	\$240.00
Baron & Budd, P.C.	FERNANDES, DAVID B. (Associate)	\$795.00	\$600.00	388.1	\$308,539.50	\$232,860.00
Baron & Budd, P.C.	FERNANDES, DAVID B. (Partner)	\$795.00	\$795.00	109.5	\$87,052.50	\$87,052.50
Baron & Budd, P.C.	LICHTER, JAY MICHAEL (Associate)	\$675.00	\$600.00	6.7	\$4,522.50	\$4,020.00
Baron & Budd, P.C.	ROYSTER, SHANNON (Associate)	\$625.00	\$600.00	78.5	\$49,062.50	\$47,100.00
Baron & Budd, P.C.	SHERMAN, ALEX (Staff Attorney)	\$415.00	\$415.00	15.3	\$6,349.50	\$6,349.50
Baron & Budd, P.C.	TAMBURELLI, ADAM (Associate)	\$795.00	\$600.00	196.5	\$156,217.50	\$117,900.00
Baron & Budd, P.C.	TAMBURELLI, ADAM (Partner)	\$795.00	\$795.00	39.1	\$31,084.50	\$31,084.50
Baron & Budd, P.C.	TELLIS, ROLAND (Partner)	\$1,200.00	\$895.00	275.7	\$330,840.00	\$246,751.50
Bleichmar Fonti & Auld LLP	GREEN, WILLIAM (Associate)	\$620.00	\$600.00	2	\$1,240.00	\$1,200.00
Bleichmar Fonti & Auld LLP	LAW, JULIE (Paralegal)	\$395.00	\$275.00	0.4	\$158.00	\$110.00
Bleichmar Fonti & Auld LLP	ORNELAS, ANGELICA (Associate)	\$695.00	\$600.00	0.1	\$69.50	\$60.00
Bleichmar Fonti & Auld LLP	WEAVER, LESLEY (Partner)	\$1,250.00	\$895.00	0.7	\$875.00	\$626.50
Boies, Schiller & Flexner LLP	ZACK, STEPHEN (Partner)	\$1,610.00	\$895.00	0.8	\$1,288.00	\$716.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	BARTLETT, CAROLINE (Partner)	\$875.00	\$875.00	0.5	\$437.50	\$437.50
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	STEELE, JORDAN (Associate)	\$600.00	\$600.00	0.8	\$480.00	\$480.00
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	BLATT, GAYLE M. (Partner)	\$995.00	\$895.00	0.1	\$99.50	\$89.50
Keller Rohrback L.L.P.	CAPPIO, GRETCHEN (Partner)	\$1,150.00	\$895.00	0.8	\$920.00	\$716.00
Keller Rohrback L.L.P.	MCDEVITT, RYAN (Partner)	\$875.00	\$875.00	2.8	\$2,450.00	\$2,450.00
Keller Rohrback L.L.P.	MERSING, JACOB (Paralegal)	\$440.00	\$275.00	0.5	\$220.00	\$137.50
Keller Rohrback L.L.P.	READ, SYDNEY (Associate)	\$510.00	\$510.00	1.1	\$561.00	\$561.00

Exhibit A - Summary of Hours and Fees Organized by Task Codes

Keller Rohrbach L.L.P.	TIEZAZU, Y. TIZZY (Paralegal)	\$305.00	\$275.00	0.1	\$30.50	\$27.50
Keller Rohrbach L.L.P.	VERDUGO, GABE E. (Associate)	\$630.00	\$600.00	0.2	\$126.00	\$120.00
Kessler Topaz Meltzer & Check, LLP	GRADEN, TYLER (Partner)	\$965.00	\$895.00	0.1	\$96.50	\$89.50
Kessler Topaz Meltzer & Check, LLP	LESSER, NATALIE (Associate)	\$535.00	\$535.00	0.3	\$160.50	\$160.50
Kessler Topaz Meltzer & Check, LLP	MARO, JAMES (Partner)	\$950.00	\$895.00	0.2	\$190.00	\$179.00
Kessler Topaz Meltzer & Check, LLP	PORT, LISA LAMB (Associate)	\$750.00	\$600.00	5.2	\$3,900.00	\$3,120.00
Kessler Topaz Meltzer & Check, LLP	YEATES, MELISSA (Partner)	\$1,145.00	\$895.00	3.6	\$4,122.00	\$3,222.00
Lieff Cabraser Heimann & Bernstein, LLP	ARSOV, DUSHAN (Paralegal)	\$455.00	\$275.00	7.1	\$3,230.50	\$1,952.50
Lieff Cabraser Heimann & Bernstein, LLP	BROWN, AIDAN (Paralegal)	\$500.00	\$275.00	2.5	\$1,250.00	\$687.50
Lieff Cabraser Heimann & Bernstein, LLP	DESAI, NIMISH (Partner)	\$1,010.00	\$895.00	19.2	\$19,392.00	\$17,184.00
Lieff Cabraser Heimann & Bernstein, LLP	KENFIELD-KELLEHER, MURIEL (Associate)	\$500.00	\$500.00	29.7	\$14,850.00	\$14,850.00
Lieff Cabraser Heimann & Bernstein, LLP	KENFIELD-KELLEHER, MURIEL (Associate)	\$570.00	\$570.00	4.8	\$2,736.00	\$2,736.00
Lieff Cabraser Heimann & Bernstein, LLP	MCBRIDE, KATHERINE (Associate)	\$745.00	\$600.00	35.7	\$26,596.50	\$21,420.00
Lieff Cabraser Heimann & Bernstein, LLP	MCBRIDE, KATHERINE (Partner)	\$745.00	\$745.00	283.3	\$211,058.50	\$211,058.50
Lieff Cabraser Heimann & Bernstein, LLP	NGUYEN, PHONG-CHAU (Partner)	\$800.00	\$800.00	331.3	\$265,040.00	\$265,040.00
Lieff Cabraser Heimann & Bernstein, LLP	NICOLAOU, JOHN (Partner)	\$800.00	\$800.00	112.3	\$89,840.00	\$89,840.00
Lieff Cabraser Heimann & Bernstein, LLP	RUDNICK, JENNIFER (Paralegal)	\$535.00	\$275.00	1.5	\$802.50	\$412.50
Lieff Cabraser Heimann & Bernstein, LLP	STELLINGS, DAVID (Partner)	\$1,305.00	\$895.00	575.7	\$751,288.50	\$515,251.50
Lieff Cabraser Heimann & Bernstein, LLP	TOLLAFIELD, STEPHEN (Paralegal)	\$510.00	\$275.00	2	\$1,020.00	\$550.00
Podhurst Orseck, P.A.	GRAVANTE, JOHN (Partner)	\$755.00	\$755.00	8	\$6,040.00	\$6,040.00
Podhurst Orseck, P.A.	PRIETO, PETER (Partner)	\$1,275.00	\$895.00	1.5	\$1,912.50	\$1,342.50
Podhurst Orseck, P.A.	WEINSHALL, MATT (Partner)	\$755.00	\$755.00	1.5	\$1,132.50	\$1,132.50
Podhurst Orseck, P.A.	YARZABAL, ILIANA (Paralegal)	\$345.00	\$275.00	3.6	\$1,242.00	\$990.00
Robbins Geller Rudman and Dowd LLP	BEALL, BRADLEY (Associate)	\$515.00	\$515.00	0.7	\$360.50	\$360.50
Robbins Geller Rudman and Dowd LLP	DEARMAN, MARK (Partner)	\$1,100.00	\$895.00	0.8	\$880.00	\$716.00
Robins Kaplan, LLP	HURT, J. AUSTIN (Partner)	\$1,050.00	\$895.00	2	\$2,100.00	\$1,790.00
Robins Kaplan, LLP	SLAUGHTER, STACEY P. (Partner)	\$1,280.00	\$895.00	1.3	\$1,664.00	\$1,163.50
Total Task Category 12				2579.8	\$2,400,068.50	\$1,948,678.00
<i>Task Category 13: Miscellaneous (describe)</i>						
Firm	Timekeeper	Standard Hourly Rate	Reduced Hourly Rate	Hours	Standard Hourly Lodestar	Reduced Hourly Lodestar
Total Task Category 13						
Grand Totals				117717.6	\$71,668,755.50	\$61,222,566.50

EXHIBIT B

Firm	Timekeeper	Standard Hourly Rate	Adjusted Hourly Rate	Task Category	Total Hours Spent by Task	Standard Hourly Lodestar	Reduced Hourly Lodestar
Ahdoot & Wolfson	AHDOOT, ROBERT (Partner)	\$895.00	\$895.00	2 - Investigations and Factual Research	8.5	\$7,607.50	\$7,607.50
				3 - Case Management and Litigation Strategy	3.6	\$3,222.00	\$3,222.00
				6 - Pleadings, Briefs and Legal Research	5.2	\$4,654.00	\$4,654.00
					17.3	\$15,483.50	\$15,483.50
Ahdoot & Wolfson	BENSON, SAMANTHA (Paralegal)	\$250.00	\$250.00	3 - Case Management and Litigation Strategy	8.3	\$2,075.00	\$2,075.00
				4 - Discovery	0.4	\$100.00	\$100.00
					8.7	\$2,175.00	\$2,175.00
Ahdoot & Wolfson	BRASHEAR, AMBER (Paralegal)	\$250.00	\$250.00	3 - Case Management and Litigation Strategy	0.3	\$75.00	\$75.00
					0.3	\$75.00	\$75.00
Ahdoot & Wolfson	BUI, MICHELLE (Paralegal)	\$250.00	\$250.00	3 - Case Management and Litigation Strategy	1.1	\$275.00	\$275.00
				4 - Discovery	0.7	\$175.00	\$175.00
					1.8	\$450.00	\$450.00
Ahdoot & Wolfson	CABRERA, KATHRYN (Paralegal)	\$250.00	\$250.00	3 - Case Management and Litigation Strategy	0.5	\$125.00	\$125.00
				6 - Pleadings, Briefs and Legal Research	1.4	\$350.00	\$350.00
					1.9	\$475.00	\$475.00
Ahdoot & Wolfson	DEONNA, CHLOE (Associate)	\$550.00	\$415.00	5 - Document Review	767	\$421,850.00	\$318,305.00
					767	\$421,850.00	\$318,305.00
Ahdoot & Wolfson	DEONNA, CHLOE (Associate)	\$550.00	\$550.00	3 - Case Management and Litigation Strategy	22.9	\$12,595.00	\$12,595.00
				4 - Discovery	11	\$6,050.00	\$6,050.00
				6 - Pleadings, Briefs and Legal Research	37.8	\$20,790.00	\$20,790.00
					71.7	\$39,435.00	\$39,435.00
Ahdoot & Wolfson	DILEGGI, DAWN (Paralegal)	\$250.00	\$250.00	3 - Case Management and Litigation Strategy	4.7	\$1,175.00	\$1,175.00
					4.7	\$1,175.00	\$1,175.00
Ahdoot & Wolfson	EVERETT, JAKARAH (Associate)	\$550.00	\$415.00	5 - Document Review	34	\$18,700.00	\$14,110.00
					34	\$18,700.00	\$14,110.00
Ahdoot & Wolfson	EVERETT, JAKARAH (Associate)	\$550.00	\$550.00	6 - Pleadings, Briefs and Legal Research	13.4	\$7,370.00	\$7,370.00
					13.4	\$7,370.00	\$7,370.00
Ahdoot & Wolfson	FABIAN, JESSIELLE (Paralegal)	\$250.00	\$250.00	3 - Case Management and Litigation Strategy	3.9	\$975.00	\$975.00
					3.9	\$975.00	\$975.00
Ahdoot & Wolfson	GLEZAKOS, RUHANDY (Associate)	\$450.00	\$450.00	6 - Pleadings, Briefs and Legal Research	17.5	\$7,875.00	\$7,875.00
					17.5	\$7,875.00	\$7,875.00
Ahdoot & Wolfson	KELSTON, HENRY (Partner)	\$895.00	\$895.00	3 - Case Management and Litigation Strategy	0.4	\$358.00	\$358.00
				6 - Pleadings, Briefs and Legal Research	20.7	\$18,526.50	\$18,526.50
				11 - Appeal	2.4	\$2,148.00	\$2,148.00
					23.5	\$21,032.50	\$21,032.50
Ahdoot & Wolfson	KING, BRADLEY (Partner)	\$900.00	\$895.00	2 - Investigations and Factual Research	28	\$25,200.00	\$25,060.00
				3 - Case Management and Litigation Strategy	15.6	\$14,040.00	\$13,962.00
				4 - Discovery	0.4	\$360.00	\$358.00
				6 - Pleadings, Briefs and Legal Research	82.8	\$74,520.00	\$74,106.00
				11 - Appeal	0.2	\$180.00	\$179.00
					127	\$114,300.00	\$113,665.00
Ahdoot & Wolfson	LIIVAMAGI, HEIDI (Paralegal)	\$350.00	\$275.00	3 - Case Management and Litigation Strategy	0.2	\$70.00	\$55.00
					0.2	\$70.00	\$55.00

Ahdoot & Wolfson	LORITSCH, WINDY (Paralegal)	\$250.00	\$250.00	3 - Case Management and Litigation Strategy	24.3	\$6,075.00	\$6,075.00
				4 - Discovery	0.6	\$150.00	\$150.00
				11 - Appeal	0.8	\$200.00	\$200.00
					25.7	\$6,425.00	\$6,425.00
Ahdoot & Wolfson	LOWE, LAURA (Paralegal)	\$350.00	\$275.00	3 - Case Management and Litigation Strategy	9.4	\$3,290.00	\$2,585.00
				4 - Discovery	0.9	\$315.00	\$247.50
					10.3	\$3,605.00	\$2,832.50
Ahdoot & Wolfson	MAYA, THEODORE (Partner)	\$895.00	\$895.00	2 - Investigations and Factual Research	10.1	\$9,039.50	\$9,039.50
				3 - Case Management and Litigation Strategy	1.1	\$984.50	\$984.50
				4 - Discovery	0.9	\$805.50	\$805.50
				6 - Pleadings, Briefs and Legal Research	10.6	\$9,487.00	\$9,487.00
					22.7	\$20,316.50	\$20,316.50
Ahdoot & Wolfson	MCAULEY, SEAN (Paralegal)	\$250.00	\$250.00	2 - Investigations and Factual Research	56.4	\$14,100.00	\$14,100.00
					56.4	\$14,100.00	\$14,100.00
Ahdoot & Wolfson	STINER, CHRISTOPHER (Partner)	\$975.00	\$415.00	5 - Document Review	0.7	\$682.50	\$290.50
					0.7	\$682.50	\$290.50
Ahdoot & Wolfson	STINER, CHRISTOPHER (Partner)	\$975.00	\$895.00	3 - Case Management and Litigation Strategy	34.3	\$33,442.50	\$30,698.50
				4 - Discovery	46.9	\$45,727.50	\$41,975.50
				6 - Pleadings, Briefs and Legal Research	132.4	\$129,090.00	\$118,498.00
				7 - Court Appearances and Preparation	14.8	\$14,430.00	\$13,246.00
				11 - Appeal	6.1	\$5,947.50	\$5,459.50
					234.5	\$228,637.50	\$209,877.50
Ahdoot & Wolfson	UNAL, SARPER (Associate)	\$625.00	\$415.00	5 - Document Review	660.8	\$413,000.00	\$274,232.00
					660.8	\$413,000.00	\$274,232.00
Ahdoot & Wolfson	UNAL, SARPER (Associate)	\$625.00	\$600.00	3 - Case Management and Litigation Strategy	3.7	\$2,312.50	\$2,220.00
				4 - Discovery	1.9	\$1,187.50	\$1,140.00
				6 - Pleadings, Briefs and Legal Research	11.3	\$7,062.50	\$6,780.00
					16.9	\$10,562.50	\$10,140.00
Ahdoot & Wolfson	WOLFSON, TINA (Partner)	\$1,200.00	\$415.00	5 - Document Review	0.3	\$360.00	\$124.50
					0.3	\$360.00	\$124.50
Ahdoot & Wolfson	WOLFSON, TINA (Partner)	\$1,200.00	\$895.00	2 - Investigations and Factual Research	43.6	\$52,320.00	\$39,022.00
				3 - Case Management and Litigation Strategy	28.6	\$34,320.00	\$25,597.00
				4 - Discovery	12.8	\$15,360.00	\$11,456.00
				6 - Pleadings, Briefs and Legal Research	73.1	\$87,720.00	\$65,424.50
				7 - Court Appearances and Preparation	32.5	\$39,000.00	\$29,087.50
				8 - Experts/Consultants	3.9	\$4,680.00	\$3,490.50
				11 - Appeal	2.5	\$3,000.00	\$2,237.50
					197	\$236,400.00	\$176,315.00
Baron & Budd, P.C.	ALLEN, MOLLY GOZA (Staff Attorney)	\$415.00	\$415.00	2 - Investigations and Factual Research	60.6	\$25,149.00	\$25,149.00
				3 - Case Management and Litigation Strategy	345.7	\$143,465.50	\$143,465.50
				4 - Discovery	196.6	\$81,589.00	\$81,589.00
				5 - Document Review	1895.4	\$786,591.00	\$786,591.00
				8 - Experts/Consultants	420	\$174,300.00	\$174,300.00
					2918.3	\$1,211,094.50	\$1,211,094.50
Baron & Budd, P.C.	BAIRD, JOSEPH (Staff Attorney)	\$415.00	\$415.00	5 - Document Review	119.5	\$49,592.50	\$49,592.50
					119.5	\$49,592.50	\$49,592.50
Baron & Budd, P.C.	BENAVIDEZ, ERNEST (Paralegal)	\$250.00	\$250.00	1 - Lead Counsel Duties	147.2	\$36,800.00	\$36,800.00

				2 - Investigations and Factual Research	12.9	\$3,225.00	\$3,225.00
				3 - Case Management and Litigation Strategy	211.1	\$52,775.00	\$52,775.00
				5 - Document Review	65.9	\$16,475.00	\$16,475.00
				6 - Pleadings, Briefs and Legal Research	198	\$49,500.00	\$49,500.00
				7 - Court Appearances and Preparation	23	\$5,750.00	\$5,750.00
				12 - Settlement	25.2	\$6,300.00	\$6,300.00
					683.3	\$170,825.00	\$170,825.00
Baron & Budd, P.C.	BROWN, AARON (Staff Attorney)	\$415.00	\$415.00	5 - Document Review	191	\$79,265.00	\$79,265.00
				6 - Pleadings, Briefs and Legal Research	47	\$19,505.00	\$19,505.00
					238	\$98,770.00	\$98,770.00
Baron & Budd, P.C.	BROWN, ANGELA (Staff Attorney)	\$415.00	\$415.00	5 - Document Review	37.8	\$15,687.00	\$15,687.00
					37.8	\$15,687.00	\$15,687.00
Baron & Budd, P.C.	CLUFF, STERLING (Associate)	\$675.00	\$415.00	5 - Document Review	3.2	\$2,160.00	\$1,328.00
					3.2	\$2,160.00	\$1,328.00
Baron & Budd, P.C.	CLUFF, STERLING (Associate)	\$675.00	\$600.00	6 - Pleadings, Briefs and Legal Research	5.2	\$3,510.00	\$3,120.00
					5.2	\$3,510.00	\$3,120.00
Baron & Budd, P.C.	DARCHE, BENJAMIN (Staff Attorney)	\$415.00	\$415.00	3 - Case Management and Litigation Strategy	8	\$3,320.00	\$3,320.00
				5 - Document Review	216	\$89,640.00	\$89,640.00
					224	\$92,960.00	\$92,960.00
Baron & Budd, P.C.	DOBBS, MICHAEL (Associate)	\$600.00	\$415.00	5 - Document Review	0.2	\$120.00	\$83.00
					0.2	\$120.00	\$83.00
Baron & Budd, P.C.	DOBBS, MICHAEL (Associate)	\$600.00	\$600.00	2 - Investigations and Factual Research	14.1	\$8,460.00	\$8,460.00
				3 - Case Management and Litigation Strategy	27.9	\$16,740.00	\$16,740.00
				4 - Discovery	84.9	\$50,940.00	\$50,940.00
				6 - Pleadings, Briefs and Legal Research	31.7	\$19,020.00	\$19,020.00
				8 - Experts/Consultants	3.3	\$1,980.00	\$1,980.00
				11 - Appeal	0.1	\$60.00	\$60.00
				12 - Settlement	0.4	\$240.00	\$240.00
					162.4	\$97,440.00	\$97,440.00
Baron & Budd, P.C.	ELLING, KELSEY (Associate)	\$600.00	\$600.00	3 - Case Management and Litigation Strategy	0.6	\$360.00	\$360.00
				4 - Discovery	1.1	\$660.00	\$660.00
				6 - Pleadings, Briefs and Legal Research	1.7	\$1,020.00	\$1,020.00
					3.4	\$2,040.00	\$2,040.00
Baron & Budd, P.C.	ENGLISH, LYNNZE (Staff Attorney)	\$415.00	\$415.00	2 - Investigations and Factual Research	209.4	\$86,901.00	\$86,901.00
				3 - Case Management and Litigation Strategy	5.6	\$2,324.00	\$2,324.00
				4 - Discovery	719.8	\$298,717.00	\$298,717.00
				5 - Document Review	247.9	\$102,878.50	\$102,878.50
					1182.7	\$490,820.50	\$490,820.50
Baron & Budd, P.C.	FERNANDES, DAVID B. (Associate)	\$795.00	\$415.00	5 - Document Review	279	\$221,805.00	\$115,785.00
					279	\$221,805.00	\$115,785.00
Baron & Budd, P.C.	FERNANDES, DAVID B. (Associate)	\$795.00	\$600.00	1 - Lead Counsel Duties	69.1	\$54,934.50	\$41,460.00
				2 - Investigations and Factual Research	28.4	\$22,578.00	\$17,040.00
				3 - Case Management and Litigation Strategy	999.3	\$794,443.50	\$599,580.00
				4 - Discovery	836.4	\$664,938.00	\$501,840.00
				6 - Pleadings, Briefs and Legal Research	1550.8	\$1,232,886.00	\$930,480.00
				7 - Court Appearances and Preparation	208.5	\$165,757.50	\$125,100.00
				8 - Experts/Consultants	21.5	\$17,092.50	\$12,900.00

Exhibit B - Summary of Hours and Costs Organized by Timekeeper

				12 - Settlement	388.1	\$308,539.50	\$232,860.00
					4102.1	\$3,261,169.50	\$2,461,260.00
Baron & Budd, P.C.	FERNANDES, DAVID B. (Partner)	\$795.00	\$795.00	1 - Lead Counsel Duties	2.1	\$1,669.50	\$1,669.50
				2 - Investigations and Factual Research	6.5	\$5,167.50	\$5,167.50
				3 - Case Management and Litigation Strategy	46.4	\$36,888.00	\$36,888.00
				4 - Discovery	100.2	\$79,659.00	\$79,659.00
				6 - Pleadings, Briefs and Legal Research	17.7	\$14,071.50	\$14,071.50
				7 - Court Appearances and Preparation	5.1	\$4,054.50	\$4,054.50
				8 - Experts/Consultants	18.7	\$14,866.50	\$14,866.50
				11 - Appeal	17.7	\$14,071.50	\$14,071.50
				12 - Settlement	109.5	\$87,052.50	\$87,052.50
					323.9	\$257,500.50	\$257,500.50
Baron & Budd, P.C.	FISH, LISA (Associate)	\$600.00	\$600.00	11 - Appeal	14.7	\$8,820.00	\$8,820.00
					14.7	\$8,820.00	\$8,820.00
Baron & Budd, P.C.	FRANKLIN-ROBINSON, LAKENYA (Staff Attorney)	\$415.00	\$415.00	2 - Investigations and Factual Research	7.5	\$3,112.50	\$3,112.50
				3 - Case Management and Litigation Strategy	8	\$3,320.00	\$3,320.00
				4 - Discovery	45	\$18,675.00	\$18,675.00
				5 - Document Review	986	\$409,190.00	\$409,190.00
				8 - Experts/Consultants	7.5	\$3,112.50	\$3,112.50
					1054	\$437,410.00	\$437,410.00
Baron & Budd, P.C.	HANDT, JULIA (Staff Attorney)	\$415.00	\$415.00	2 - Investigations and Factual Research	245.7	\$101,965.50	\$101,965.50
				3 - Case Management and Litigation Strategy	4.8	\$1,992.00	\$1,992.00
				5 - Document Review	39.3	\$16,309.50	\$16,309.50
					289.8	\$120,267.00	\$120,267.00
Baron & Budd, P.C.	HEILMAN, JOE (Staff Attorney)	\$415.00	\$415.00	2 - Investigations and Factual Research	10.5	\$4,357.50	\$4,357.50
				3 - Case Management and Litigation Strategy	143.6	\$59,594.00	\$59,594.00
				4 - Discovery	11.8	\$4,897.00	\$4,897.00
				5 - Document Review	1117	\$463,555.00	\$463,555.00
					1282.9	\$532,403.50	\$532,403.50
Baron & Budd, P.C.	IRISH, JASON (Staff Attorney)	\$415.00	\$415.00	3 - Case Management and Litigation Strategy	11.4	\$4,731.00	\$4,731.00
				5 - Document Review	45	\$18,675.00	\$18,675.00
				8 - Experts/Consultants	418.6	\$173,719.00	\$173,719.00
					475	\$197,125.00	\$197,125.00
Baron & Budd, P.C.	KENT, JOSEPH (Staff Attorney)	\$415.00	\$415.00	4 - Discovery	16	\$6,640.00	\$6,640.00
				5 - Document Review	1089	\$451,935.00	\$451,935.00
					1105	\$458,575.00	\$458,575.00
Baron & Budd, P.C.	KORFF, LYDIA (Staff Attorney)	\$415.00	\$415.00	5 - Document Review	120.8	\$50,132.00	\$50,132.00
					120.8	\$50,132.00	\$50,132.00
Baron & Budd, P.C.	LAWSON, MELANIE (Staff Attorney)	\$415.00	\$415.00	5 - Document Review	184.7	\$76,650.50	\$76,650.50
					184.7	\$76,650.50	\$76,650.50
Baron & Budd, P.C.	LEVINE, HARRISON M. (Staff Attorney)	\$415.00	\$415.00	3 - Case Management and Litigation Strategy	1	\$415.00	\$415.00
				4 - Discovery	1	\$415.00	\$415.00
				5 - Document Review	210.1	\$87,191.50	\$87,191.50
					212.1	\$88,021.50	\$88,021.50
Baron & Budd, P.C.	LICHTER, JAY MICHAEL (Associate)	\$675.00	\$415.00	5 - Document Review	7.6	\$5,130.00	\$3,154.00
					7.6	\$5,130.00	\$3,154.00
Baron & Budd, P.C.	LICHTER, JAY MICHAEL (Associate)	\$675.00	\$600.00	2 - Investigations and Factual Research	24.2	\$16,335.00	\$14,520.00

Exhibit B - Summary of Hours and Costs Organized by Timekeeper

				3 - Case Management and Litigation Strategy	65.3	\$44,077.50	\$39,180.00
				4 - Discovery	27.9	\$18,832.50	\$16,740.00
				6 - Pleadings, Briefs and Legal Research	3.5	\$2,362.50	\$2,100.00
				8 - Experts/Consultants	281	\$189,675.00	\$168,600.00
				12 - Settlement	6.7	\$4,522.50	\$4,020.00
					408.6	\$275,805.00	\$245,160.00
Baron & Budd, P.C.	LIPINSKI, JEFFREY (Staff Attorney)	\$415.00	\$415.00	3 - Case Management and Litigation Strategy	3.8	\$1,577.00	\$1,577.00
				4 - Discovery	2.8	\$1,162.00	\$1,162.00
				5 - Document Review	869.9	\$361,008.50	\$361,008.50
				8 - Experts/Consultants	1.3	\$539.50	\$539.50
					877.8	\$364,287.00	\$364,287.00
Baron & Budd, P.C.	MANN, JONAS (Associate)	\$600.00	\$415.00	5 - Document Review	17	\$10,200.00	\$7,055.00
					17	\$10,200.00	\$7,055.00
Baron & Budd, P.C.	MANN, JONAS (Associate)	\$600.00	\$600.00	2 - Investigations and Factual Research	40.7	\$24,420.00	\$24,420.00
				3 - Case Management and Litigation Strategy	89.3	\$53,580.00	\$53,580.00
				4 - Discovery	88.4	\$53,040.00	\$53,040.00
				6 - Pleadings, Briefs and Legal Research	125.2	\$75,120.00	\$75,120.00
				7 - Court Appearances and Preparation	1	\$600.00	\$600.00
					344.6	\$206,760.00	\$206,760.00
Baron & Budd, P.C.	MCDONALD, PAUL (Staff Attorney)	\$415.00	\$415.00	5 - Document Review	304	\$126,160.00	\$126,160.00
					304	\$126,160.00	\$126,160.00
Baron & Budd, P.C.	MUTOMBO, MONIQUE (Staff Attorney)	\$415.00	\$415.00	2 - Investigations and Factual Research	195	\$80,925.00	\$80,925.00
				3 - Case Management and Litigation Strategy	21.2	\$8,798.00	\$8,798.00
				4 - Discovery	301.7	\$125,205.50	\$125,205.50
				5 - Document Review	864.7	\$358,850.50	\$358,850.50
					1382.6	\$573,779.00	\$573,779.00
Baron & Budd, P.C.	NEAL, RAVYN (Staff Attorney)	\$415.00	\$415.00	3 - Case Management and Litigation Strategy	8	\$3,320.00	\$3,320.00
				5 - Document Review	1928.2	\$800,203.00	\$800,203.00
					1936.2	\$803,523.00	\$803,523.00
Baron & Budd, P.C.	NIEBERGALL, CATHERINE (Staff Attorney)	\$415.00	\$415.00	3 - Case Management and Litigation Strategy	0.4	\$166.00	\$166.00
					0.4	\$166.00	\$166.00
Baron & Budd, P.C.	OEFFNER, JESSICA (Staff Attorney)	\$415.00	\$415.00	3 - Case Management and Litigation Strategy	117.3	\$48,679.50	\$48,679.50
				4 - Discovery	104.1	\$43,201.50	\$43,201.50
				5 - Document Review	236	\$97,940.00	\$97,940.00
					457.4	\$189,821.00	\$189,821.00
Baron & Budd, P.C.	OETTINGER, DANIEL (Staff Attorney)	\$415.00	\$415.00	5 - Document Review	824	\$341,960.00	\$341,960.00
				6 - Pleadings, Briefs and Legal Research	8	\$3,320.00	\$3,320.00
					832	\$345,280.00	\$345,280.00
Baron & Budd, P.C.	PACELLI, MICHAEL (Associate)	\$600.00	\$600.00	3 - Case Management and Litigation Strategy	1.1	\$660.00	\$660.00
				4 - Discovery	34.7	\$20,820.00	\$20,820.00
				6 - Pleadings, Briefs and Legal Research	5.9	\$3,540.00	\$3,540.00
					41.7	\$25,020.00	\$25,020.00
Baron & Budd, P.C.	PERSAND, VIVIAN (Staff Attorney)	\$415.00	\$415.00	5 - Document Review	375.3	\$155,749.50	\$155,749.50
					375.3	\$155,749.50	\$155,749.50
Baron & Budd, P.C.	PETTY, TAYLOR (Staff Attorney)	\$415.00	\$415.00	3 - Case Management and Litigation Strategy	1	\$415.00	\$415.00
				4 - Discovery	1	\$415.00	\$415.00
				5 - Document Review	122.3	\$50,754.50	\$50,754.50

Exhibit B - Summary of Hours and Costs Organized by Timekeeper

					124.3	\$51,584.50	\$51,584.50
Baron & Budd, P.C.	RABESS, CLEMENT (Staff Attorney)	\$415.00	\$415.00	5 - Document Review	3592	\$1,490,680.00	\$1,490,680.00
				6 - Pleadings, Briefs and Legal Research	32	\$13,280.00	\$13,280.00
					3624	\$1,503,960.00	\$1,503,960.00
Baron & Budd, P.C.	ROBELOT, RYAN A. (Staff Attorney)	\$415.00	\$415.00	2 - Investigations and Factual Research	113.4	\$47,061.00	\$47,061.00
				3 - Case Management and Litigation Strategy	33.3	\$13,819.50	\$13,819.50
				4 - Discovery	80.2	\$33,283.00	\$33,283.00
				5 - Document Review	335.3	\$139,149.50	\$139,149.50
				8 - Experts/Consultants	558.7	\$231,860.50	\$231,860.50
					1120.9	\$465,173.50	\$465,173.50
Baron & Budd, P.C.	ROYSTER, SHANNON (Associate)	\$625.00	\$415.00	5 - Document Review	129.3	\$80,812.50	\$53,659.50
					129.3	\$80,812.50	\$53,659.50
Baron & Budd, P.C.	ROYSTER, SHANNON (Associate)	\$625.00	\$600.00	1 - Lead Counsel Duties	25.1	\$15,687.50	\$15,060.00
				2 - Investigations and Factual Research	30	\$18,750.00	\$18,000.00
				3 - Case Management and Litigation Strategy	149.4	\$93,375.00	\$89,640.00
				4 - Discovery	888.8	\$555,500.00	\$533,280.00
				6 - Pleadings, Briefs and Legal Research	666.4	\$416,500.00	\$399,840.00
				7 - Court Appearances and Preparation	30.1	\$18,812.50	\$18,060.00
				8 - Experts/Consultants	85.5	\$53,437.50	\$51,300.00
				11 - Appeal	11.1	\$6,937.50	\$6,660.00
				12 - Settlement	78.5	\$49,062.50	\$47,100.00
					1964.9	\$1,228,062.50	\$1,178,940.00
Baron & Budd, P.C.	SALAZAR, ERIKA (Staff Attorney)	\$415.00	\$415.00	5 - Document Review	296	\$122,840.00	\$122,840.00
					296	\$122,840.00	\$122,840.00
Baron & Budd, P.C.	SHAFFIN, ORI (Staff Attorney)	\$415.00	\$415.00	3 - Case Management and Litigation Strategy	45.6	\$18,924.00	\$18,924.00
				4 - Discovery	52.4	\$21,746.00	\$21,746.00
				5 - Document Review	2204.2	\$914,743.00	\$914,743.00
				8 - Experts/Consultants	895.5	\$371,632.50	\$371,632.50
					3197.7	\$1,327,045.50	\$1,327,045.50
Baron & Budd, P.C.	SHERMAN, ALEX (Staff Attorney)	\$415.00	\$415.00	12 - Settlement	15.3	\$6,349.50	\$6,349.50
					15.3	\$6,349.50	\$6,349.50
Baron & Budd, P.C.	SMILEY, ELIZABETH (Associate)	\$575.00	\$415.00	5 - Document Review	4.1	\$2,357.50	\$1,701.50
					4.1	\$2,357.50	\$1,701.50
Baron & Budd, P.C.	SMILEY, ELIZABETH (Associate)	\$575.00	\$575.00	1 - Lead Counsel Duties	0.3	\$172.50	\$172.50
				3 - Case Management and Litigation Strategy	2.6	\$1,495.00	\$1,495.00
				4 - Discovery	15	\$8,625.00	\$8,625.00
				6 - Pleadings, Briefs and Legal Research	156.5	\$89,987.50	\$89,987.50
				7 - Court Appearances and Preparation	23.3	\$13,397.50	\$13,397.50
					197.7	\$113,677.50	\$113,677.50
Baron & Budd, P.C.	SON, DAVID (Staff Attorney)	\$415.00	\$415.00	5 - Document Review	1168	\$484,720.00	\$484,720.00
					1168	\$484,720.00	\$484,720.00
Baron & Budd, P.C.	TAMBURELLI, ADAM (Associate)	\$795.00	\$415.00	5 - Document Review	229.1	\$182,134.50	\$95,076.50
					229.1	\$182,134.50	\$95,076.50
Baron & Budd, P.C.	TAMBURELLI, ADAM (Associate)	\$795.00	\$600.00	1 - Lead Counsel Duties	66.9	\$53,185.50	\$40,140.00
				2 - Investigations and Factual Research	15.1	\$12,004.50	\$9,060.00
				3 - Case Management and Litigation Strategy	918.8	\$730,446.00	\$551,280.00
				4 - Discovery	1053.7	\$837,691.50	\$632,220.00

Exhibit B - Summary of Hours and Costs Organized by Timekeeper

				6 - Pleadings, Briefs and Legal Research	2159.1	\$1,716,484.50	\$1,295,460.00
				7 - Court Appearances and Preparation	134.3	\$106,768.50	\$80,580.00
				8 - Experts/Consultants	18.5	\$14,707.50	\$11,100.00
				12 - Settlement	196.5	\$156,217.50	\$117,900.00
					4562.9	\$3,627,505.50	\$2,737,740.00
Baron & Budd, P.C.	TAMBURELLI, ADAM (Partner)	\$795.00	\$795.00	1 - Lead Counsel Duties	0.2	\$159.00	\$159.00
				2 - Investigations and Factual Research	45.4	\$36,093.00	\$36,093.00
				3 - Case Management and Litigation Strategy	43.2	\$34,344.00	\$34,344.00
				4 - Discovery	83.7	\$66,541.50	\$66,541.50
				6 - Pleadings, Briefs and Legal Research	13.7	\$10,891.50	\$10,891.50
				7 - Court Appearances and Preparation	32.8	\$26,076.00	\$26,076.00
				8 - Experts/Consultants	16.2	\$12,879.00	\$12,879.00
				11 - Appeal	12.1	\$9,619.50	\$9,619.50
				12 - Settlement	39.1	\$31,084.50	\$31,084.50
					286.4	\$227,688.00	\$227,688.00
Baron & Budd, P.C.	TELLIS, ROLAND (Partner)	\$1,200.00	\$415.00	5 - Document Review	20.1	\$24,120.00	\$8,341.50
					20.1	\$24,120.00	\$8,341.50
Baron & Budd, P.C.	TELLIS, ROLAND (Partner)	\$1,200.00	\$895.00	1 - Lead Counsel Duties	1	\$1,200.00	\$895.00
				2 - Investigations and Factual Research	13	\$15,600.00	\$11,635.00
				3 - Case Management and Litigation Strategy	115.7	\$138,840.00	\$103,551.50
				4 - Discovery	164.5	\$197,400.00	\$147,227.50
				6 - Pleadings, Briefs and Legal Research	320.8	\$384,960.00	\$287,116.00
				7 - Court Appearances and Preparation	227.6	\$273,120.00	\$203,702.00
				8 - Experts/Consultants	11.2	\$13,440.00	\$10,024.00
				11 - Appeal	6.3	\$7,560.00	\$5,638.50
				12 - Settlement	275.7	\$330,840.00	\$246,751.50
					1135.8	\$1,362,960.00	\$1,016,541.00
Baron & Budd, P.C.	TURNER, MEGHAN (Staff Attorney)	\$415.00	\$415.00	5 - Document Review	224	\$92,960.00	\$92,960.00
					224	\$92,960.00	\$92,960.00
Baron & Budd, P.C.	YI, KIMBERLY (Staff Attorney)	\$415.00	\$415.00	5 - Document Review	304	\$126,160.00	\$126,160.00
					304	\$126,160.00	\$126,160.00
Beasley Allen Crow Methvin Portis & Miles, PC	BALDWIN, CHRIS (Staff Attorney)	\$350.00	\$350.00	3 - Case Management and Litigation Strategy	0.7	\$245.00	\$245.00
				6 - Pleadings, Briefs and Legal Research	17.5	\$6,125.00	\$6,125.00
					18.2	\$6,370.00	\$6,370.00
Beasley Allen Crow Methvin Portis & Miles, PC	BARNETT, CLAY (Partner)	\$1,100.00	\$895.00	2 - Investigations and Factual Research	4.9	\$5,390.00	\$4,385.50
				3 - Case Management and Litigation Strategy	52.4	\$57,640.00	\$46,898.00
				4 - Discovery	19	\$20,900.00	\$17,005.00
				6 - Pleadings, Briefs and Legal Research	103.8	\$114,180.00	\$92,901.00
				7 - Court Appearances and Preparation	4.5	\$4,950.00	\$4,027.50
					184.6	\$203,060.00	\$165,217.00
Beasley Allen Crow Methvin Portis & Miles, PC	BOYD, RACHEL (Associate)	\$750.00	\$600.00	6 - Pleadings, Briefs and Legal Research	10.3	\$7,725.00	\$6,180.00
					10.3	\$7,725.00	\$6,180.00
Beasley Allen Crow Methvin Portis & Miles, PC	MANN, TRENT (Associate)	\$550.00	\$415.00	5 - Document Review	416.8	\$229,240.00	\$172,972.00
					416.8	\$229,240.00	\$172,972.00
Beasley Allen Crow Methvin Portis & Miles, PC	MANN, TRENT (Associate)	\$550.00	\$550.00	4 - Discovery	10.4	\$5,720.00	\$5,720.00
				8 - Experts/Consultants	0.8	\$440.00	\$440.00
					11.2	\$6,160.00	\$6,160.00

Exhibit B - Summary of Hours and Costs Organized by Timekeeper

Beasley Allen Crow Methvin Portis & Miles, PC	MANN, TRENT (Paralegal)	\$550.00	\$275.00	4 - Discovery	2.4	\$1,320.00	\$660.00
					2.4	\$1,320.00	\$660.00
Beasley Allen Crow Methvin Portis & Miles, PC	MARTIN, DYLAN (Associate)	\$550.00	\$550.00	3 - Case Management and Litigation Strategy	0.4	\$220.00	\$220.00
				4 - Discovery	30.9	\$16,995.00	\$16,995.00
				6 - Pleadings, Briefs and Legal Research	3.3	\$1,815.00	\$1,815.00
				7 - Court Appearances and Preparation	1.2	\$660.00	\$660.00
					35.8	\$19,690.00	\$19,690.00
Beasley Allen Crow Methvin Portis & Miles, PC	MILES, DEE (Partner)	\$1,100.00	\$895.00	2 - Investigations and Factual Research	3.3	\$3,630.00	\$2,953.50
				3 - Case Management and Litigation Strategy	65.1	\$71,610.00	\$58,264.50
				4 - Discovery	5.8	\$6,380.00	\$5,191.00
				6 - Pleadings, Briefs and Legal Research	137.7	\$151,470.00	\$123,241.50
				7 - Court Appearances and Preparation	53.8	\$59,180.00	\$48,151.00
					265.7	\$292,270.00	\$237,801.50
Beasley Allen Crow Methvin Portis & Miles, PC	RUSSELL, BRENDA (Paralegal)	\$275.00	\$275.00	2 - Investigations and Factual Research	5	\$1,375.00	\$1,375.00
				3 - Case Management and Litigation Strategy	144.7	\$39,792.50	\$39,792.50
				4 - Discovery	15.7	\$4,317.50	\$4,317.50
				6 - Pleadings, Briefs and Legal Research	18.8	\$5,170.00	\$5,170.00
				7 - Court Appearances and Preparation	0.6	\$165.00	\$165.00
					184.8	\$50,820.00	\$50,820.00
Beasley Allen Crow Methvin Portis & Miles, PC	WILLIAMS, MITCH (Associate)	\$650.00	\$600.00	3 - Case Management and Litigation Strategy	13.5	\$8,775.00	\$8,100.00
				4 - Discovery	18.9	\$12,285.00	\$11,340.00
				6 - Pleadings, Briefs and Legal Research	73.2	\$47,580.00	\$43,920.00
				7 - Court Appearances and Preparation	5.6	\$3,640.00	\$3,360.00
					111.2	\$72,280.00	\$66,720.00
Beasley Allen Crow Methvin Portis & Miles, PC	WYNN, JONATHAN ()	\$415.00	\$415.00	5 - Document Review	216.1	\$89,681.50	\$89,681.50
					216.1	\$89,681.50	\$89,681.50
Beasley Allen Crow Methvin Portis & Miles, PC	WYNN, JONATHAN (Staff Attorney)	\$415.00	\$415.00	5 - Document Review	68.6	\$28,469.00	\$28,469.00
					68.6	\$28,469.00	\$28,469.00
Bleichmar Fonti & Auld LLP	BERTERO, ANTHONY (Staff Attorney)	\$695.00	\$415.00	3 - Case Management and Litigation Strategy	8	\$5,560.00	\$3,320.00
				6 - Pleadings, Briefs and Legal Research	2.5	\$1,737.50	\$1,037.50
					10.5	\$7,297.50	\$4,357.50
Bleichmar Fonti & Auld LLP	DAVIS, ANNE (Partner)	\$695.00	\$695.00	2 - Investigations and Factual Research	0.9	\$625.50	\$625.50
				3 - Case Management and Litigation Strategy	10.6	\$7,367.00	\$7,367.00
				4 - Discovery	1.3	\$903.50	\$903.50
				6 - Pleadings, Briefs and Legal Research	25.8	\$17,931.00	\$17,931.00
				7 - Court Appearances and Preparation	1.3	\$903.50	\$903.50
					39.9	\$27,730.50	\$27,730.50
Bleichmar Fonti & Auld LLP	DAVIS, ANNE (Partner)	\$950.00	\$895.00	3 - Case Management and Litigation Strategy	0.9	\$855.00	\$805.50
				4 - Discovery	11.2	\$10,640.00	\$10,024.00
				6 - Pleadings, Briefs and Legal Research	13.3	\$12,635.00	\$11,903.50
					25.4	\$24,130.00	\$22,733.00
Bleichmar Fonti & Auld LLP	GREEN, WILLIAM (Associate)	\$620.00	\$600.00	12 - Settlement	2	\$1,240.00	\$1,200.00
					2	\$1,240.00	\$1,200.00
Bleichmar Fonti & Auld LLP	KOO, JOOYOUNG (Staff Attorney)	\$695.00	\$415.00	2 - Investigations and Factual Research	8	\$5,560.00	\$3,320.00
				3 - Case Management and Litigation Strategy	5.5	\$3,822.50	\$2,282.50
				4 - Discovery	4	\$2,780.00	\$1,660.00
				6 - Pleadings, Briefs and Legal Research	59.6	\$41,422.00	\$24,734.00

Exhibit B - Summary of Hours and Fees Organized by Timekeeper

					77.1	\$53,584.50	\$31,996.50
Bleichmar Fonti & Auld LLP	KOO, JOOYOUNG (Staff Attorney)	\$950.00	\$415.00	3 - Case Management and Litigation Strategy	7.2	\$6,840.00	\$2,988.00
				4 - Discovery	332.9	\$316,255.00	\$138,153.50
				5 - Document Review	930.7	\$884,165.00	\$386,240.50
					1270.8	\$1,207,260.00	\$527,382.00
Bleichmar Fonti & Auld LLP	LAW, JULIE (Paralegal)	\$395.00	\$275.00	4 - Discovery	0.7	\$276.50	\$192.50
				12 - Settlement	0.4	\$158.00	\$110.00
					1.1	\$434.50	\$302.50
Bleichmar Fonti & Auld LLP	LAW, JULIE (Paralegal)	\$695.00	\$275.00	3 - Case Management and Litigation Strategy	0.4	\$278.00	\$110.00
				6 - Pleadings, Briefs and Legal Research	0.4	\$278.00	\$110.00
					0.8	\$556.00	\$220.00
Bleichmar Fonti & Auld LLP	MULLENS, GREGORY (Of Counsel)	\$895.00	\$895.00	2 - Investigations and Factual Research	0.7	\$626.50	\$626.50
				3 - Case Management and Litigation Strategy	0.2	\$179.00	\$179.00
					0.9	\$805.50	\$805.50
Bleichmar Fonti & Auld LLP	ORNELAS, ANGELICA (Associate)	\$695.00	\$415.00	5 - Document Review	0.1	\$69.50	\$41.50
					0.1	\$69.50	\$41.50
Bleichmar Fonti & Auld LLP	ORNELAS, ANGELICA (Associate)	\$695.00	\$600.00	2 - Investigations and Factual Research	2.5	\$1,737.50	\$1,500.00
				3 - Case Management and Litigation Strategy	10.2	\$7,089.00	\$6,120.00
				4 - Discovery	10.5	\$7,297.50	\$6,300.00
				6 - Pleadings, Briefs and Legal Research	115	\$79,925.00	\$69,000.00
				7 - Court Appearances and Preparation	26.2	\$18,209.00	\$15,720.00
				8 - Experts/Consultants	4.2	\$2,919.00	\$2,520.00
				12 - Settlement	0.1	\$69.50	\$60.00
					168.7	\$117,246.50	\$101,220.00
Bleichmar Fonti & Auld LLP	ROBERTSON, KELSEY (Staff Attorney)	\$695.00	\$415.00	3 - Case Management and Litigation Strategy	3.5	\$2,432.50	\$1,452.50
				6 - Pleadings, Briefs and Legal Research	2.7	\$1,876.50	\$1,120.50
					6.2	\$4,309.00	\$2,573.00
Bleichmar Fonti & Auld LLP	SAMRA, JOSHUA (Associate)	\$695.00	\$600.00	2 - Investigations and Factual Research	3.4	\$2,363.00	\$2,040.00
				3 - Case Management and Litigation Strategy	12	\$8,340.00	\$7,200.00
				4 - Discovery	0.5	\$347.50	\$300.00
				6 - Pleadings, Briefs and Legal Research	12	\$8,340.00	\$7,200.00
					27.9	\$19,390.50	\$16,740.00
Bleichmar Fonti & Auld LLP	SIMNOWITZ, SARA (Associate)	\$695.00	\$600.00	3 - Case Management and Litigation Strategy	2.6	\$1,807.00	\$1,560.00
				6 - Pleadings, Briefs and Legal Research	1.3	\$903.50	\$780.00
					3.9	\$2,710.50	\$2,340.00
Bleichmar Fonti & Auld LLP	SULLIVAN, KASEY (Staff Attorney)	\$695.00	\$415.00	2 - Investigations and Factual Research	11.4	\$7,923.00	\$4,731.00
				3 - Case Management and Litigation Strategy	4.9	\$3,405.50	\$2,033.50
				4 - Discovery	1.3	\$903.50	\$539.50
				6 - Pleadings, Briefs and Legal Research	9	\$6,255.00	\$3,735.00
					26.6	\$18,487.00	\$11,039.00
Bleichmar Fonti & Auld LLP	SUM, SYLVIA (Staff Attorney)	\$490.00	\$415.00	3 - Case Management and Litigation Strategy	0.3	\$147.00	\$124.50
				4 - Discovery	1290.3	\$632,247.00	\$535,474.50
				5 - Document Review	880.9	\$431,641.00	\$365,573.50
				8 - Experts/Consultants	0.6	\$294.00	\$249.00
					2172.1	\$1,064,329.00	\$901,421.50
Bleichmar Fonti & Auld LLP	SUM, SYLVIA (Staff Attorney)	\$695.00	\$415.00	2 - Investigations and Factual Research	10	\$6,950.00	\$4,150.00
				3 - Case Management and Litigation Strategy	16.1	\$11,189.50	\$6,681.50

Exhibit B - Summary of Hours and Costs Organized by Timekeeper

				5 - Document Review	508.6	\$353,477.00	\$211,069.00
				6 - Pleadings, Briefs and Legal Research	16.2	\$11,259.00	\$6,723.00
					550.9	\$382,875.50	\$228,623.50
Bleichmar Fonti & Auld LLP	TAMONDONG, CESAR (Paralegal)	\$695.00	\$275.00	6 - Pleadings, Briefs and Legal Research	3.9	\$2,710.50	\$1,072.50
					3.9	\$2,710.50	\$1,072.50
Bleichmar Fonti & Auld LLP	TSURUDOME, GLEN (Staff Attorney)	\$520.00	\$415.00	4 - Discovery	8	\$4,160.00	\$3,320.00
				6 - Pleadings, Briefs and Legal Research	43.5	\$22,620.00	\$18,052.50
					51.5	\$26,780.00	\$21,372.50
Bleichmar Fonti & Auld LLP	WEAVER, LESLEY (Partner)	\$695.00	\$695.00	2 - Investigations and Factual Research	1.1	\$764.50	\$764.50
				3 - Case Management and Litigation Strategy	46.7	\$32,456.50	\$32,456.50
				4 - Discovery	6.2	\$4,309.00	\$4,309.00
				6 - Pleadings, Briefs and Legal Research	31.8	\$22,101.00	\$22,101.00
				7 - Court Appearances and Preparation	12.8	\$8,896.00	\$8,896.00
				8 - Experts/Consultants	7.2	\$5,004.00	\$5,004.00
					105.8	\$73,531.00	\$73,531.00
Bleichmar Fonti & Auld LLP	WEAVER, LESLEY (Partner)	\$1,250.00	\$895.00	3 - Case Management and Litigation Strategy	3.5	\$4,375.00	\$3,132.50
				4 - Discovery	3.1	\$3,875.00	\$2,774.50
				6 - Pleadings, Briefs and Legal Research	1.4	\$1,750.00	\$1,253.00
				7 - Court Appearances and Preparation	0.2	\$250.00	\$179.00
				12 - Settlement	0.7	\$875.00	\$626.50
					8.9	\$11,125.00	\$7,965.50
Boies, Schiller & Flexner LLP	BEATON, MARCOS (Of Counsel)	\$790.00	\$790.00	3 - Case Management and Litigation Strategy	92.7	\$73,233.00	\$73,233.00
				6 - Pleadings, Briefs and Legal Research	121.7	\$96,143.00	\$96,143.00
					214.4	\$169,376.00	\$169,376.00
Boies, Schiller & Flexner LLP	BUTTERWORTH, BRANDON (Associate)	\$740.00	\$600.00	3 - Case Management and Litigation Strategy	6.5	\$4,810.00	\$3,900.00
				4 - Discovery	7	\$5,180.00	\$4,200.00
				6 - Pleadings, Briefs and Legal Research	262.9	\$194,546.00	\$157,740.00
					276.4	\$204,536.00	\$165,840.00
Boies, Schiller & Flexner LLP	GARCILZAO, GABRIELA (Paralegal)	\$390.00	\$275.00	4 - Discovery	3.4	\$1,326.00	\$935.00
					3.4	\$1,326.00	\$935.00
Boies, Schiller & Flexner LLP	HARRISON, LASELVE (Associate)	\$740.00	\$600.00	6 - Pleadings, Briefs and Legal Research	181.9	\$134,606.00	\$109,140.00
					181.9	\$134,606.00	\$109,140.00
Boies, Schiller & Flexner LLP	JASON ZACK (Of Counsel)	\$950.00	\$895.00	4 - Discovery	9.3	\$8,835.00	\$8,323.50
				8 - Experts/Consultants	35.9	\$34,105.00	\$32,130.50
					45.2	\$42,940.00	\$40,454.00
Boies, Schiller & Flexner LLP	LICATA, SAMANTHA (Associate)	\$670.00	\$600.00	3 - Case Management and Litigation Strategy	4.4	\$2,948.00	\$2,640.00
				6 - Pleadings, Briefs and Legal Research	149.6	\$100,232.00	\$89,760.00
					154	\$103,180.00	\$92,400.00
Boies, Schiller & Flexner LLP	MARTIN, RACHEL (Associate)	\$710.00	\$600.00	3 - Case Management and Litigation Strategy	21.6	\$15,336.00	\$12,960.00
					21.6	\$15,336.00	\$12,960.00
Boies, Schiller & Flexner LLP	MIKULIC, MICHAEL (Associate)	\$740.00	\$600.00	3 - Case Management and Litigation Strategy	6.8	\$5,032.00	\$4,080.00
				6 - Pleadings, Briefs and Legal Research	72.5	\$53,650.00	\$43,500.00
					79.3	\$58,682.00	\$47,580.00
Boies, Schiller & Flexner LLP	RACHEL MARTIN (Associate)	\$710.00	\$600.00	3 - Case Management and Litigation Strategy	0.2	\$142.00	\$120.00
					0.2	\$142.00	\$120.00
Boies, Schiller & Flexner LLP	SCHIFMAN, JARED (Associate)	\$450.00	\$450.00	6 - Pleadings, Briefs and Legal Research	9.5	\$4,275.00	\$4,275.00
					9.5	\$4,275.00	\$4,275.00

Exhibit B - Summary of Hours and Costs Organized by Timekeeper

Boies, Schiller & Flexner LLP	STEPHEN ZACK (Partner)	\$1,610.00	\$895.00	3 - Case Management and Litigation Strategy	6.7	\$10,787.00	\$5,996.50
				6 - Pleadings, Briefs and Legal Research	4.5	\$7,245.00	\$4,027.50
					11.2	\$18,032.00	\$10,024.00
Boies, Schiller & Flexner LLP	TYLER ULRICH (Partner)	\$1,060.00	\$415.00	5 - Document Review	11.2	\$11,872.00	\$4,648.00
					11.2	\$11,872.00	\$4,648.00
Boies, Schiller & Flexner LLP	TYLER ULRICH (Partner)	\$1,060.00	\$895.00	2 - Investigations and Factual Research	3.5	\$3,710.00	\$3,132.50
				3 - Case Management and Litigation Strategy	15.4	\$16,324.00	\$13,783.00
				4 - Discovery	1.6	\$1,696.00	\$1,432.00
					20.5	\$21,730.00	\$18,347.50
Boies, Schiller & Flexner LLP	ULRICH, TYLER (Partner)	\$1,060.00	\$415.00	5 - Document Review	7.7	\$8,162.00	\$3,195.50
					7.7	\$8,162.00	\$3,195.50
Boies, Schiller & Flexner LLP	ULRICH, TYLER (Partner)	\$1,060.00	\$895.00	2 - Investigations and Factual Research	17.7	\$18,762.00	\$15,841.50
				3 - Case Management and Litigation Strategy	69	\$73,140.00	\$61,755.00
				4 - Discovery	12.6	\$13,356.00	\$11,277.00
				6 - Pleadings, Briefs and Legal Research	78.8	\$83,528.00	\$70,526.00
				7 - Court Appearances and Preparation	1.4	\$1,484.00	\$1,253.00
				8 - Experts/Consultants	48.7	\$51,622.00	\$43,586.50
					228.2	\$241,892.00	\$204,239.00
Boies, Schiller & Flexner LLP	VOEGELE, JONATHAN (Associate)	\$770.00	\$600.00	6 - Pleadings, Briefs and Legal Research	45	\$34,650.00	\$27,000.00
					45	\$34,650.00	\$27,000.00
Boies, Schiller & Flexner LLP	WITTE, RYAN (Partner)	\$1,070.00	\$415.00	5 - Document Review	1.9	\$2,033.00	\$788.50
					1.9	\$2,033.00	\$788.50
Boies, Schiller & Flexner LLP	WITTE, RYAN (Partner)	\$1,070.00	\$895.00	2 - Investigations and Factual Research	3.7	\$3,959.00	\$3,311.50
				3 - Case Management and Litigation Strategy	97.9	\$104,753.00	\$87,620.50
				4 - Discovery	30.7	\$32,849.00	\$27,476.50
				6 - Pleadings, Briefs and Legal Research	226	\$241,820.00	\$202,270.00
				7 - Court Appearances and Preparation	31.4	\$33,598.00	\$28,103.00
				8 - Experts/Consultants	0.3	\$321.00	\$268.50
					390	\$417,300.00	\$349,050.00
Boies, Schiller & Flexner LLP	ZACK, JASON (Of Counsel)	\$950.00	\$895.00	3 - Case Management and Litigation Strategy	0.4	\$380.00	\$358.00
				4 - Discovery	1.2	\$1,140.00	\$1,074.00
				8 - Experts/Consultants	85	\$80,750.00	\$76,075.00
					86.6	\$82,270.00	\$77,507.00
Boies, Schiller & Flexner LLP	ZACK, STEPHEN (Partner)	\$1,610.00	\$895.00	2 - Investigations and Factual Research	1.1	\$1,771.00	\$984.50
				3 - Case Management and Litigation Strategy	77.6	\$124,936.00	\$69,452.00
				4 - Discovery	13.3	\$21,413.00	\$11,903.50
				6 - Pleadings, Briefs and Legal Research	152.8	\$246,008.00	\$136,756.00
				7 - Court Appearances and Preparation	13.5	\$21,735.00	\$12,082.50
				12 - Settlement	0.8	\$1,288.00	\$716.00
					259.1	\$417,151.00	\$231,894.50
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	BARTLETT, CAROLINE (Partner)	\$875.00	\$415.00	5 - Document Review	10.2	\$8,925.00	\$4,233.00
					10.2	\$8,925.00	\$4,233.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	BARTLETT, CAROLINE (Partner)	\$875.00	\$875.00	2 - Investigations and Factual Research	56.7	\$49,612.50	\$49,612.50
				3 - Case Management and Litigation Strategy	15.4	\$13,475.00	\$13,475.00
				4 - Discovery	13.4	\$11,725.00	\$11,725.00
				8 - Experts/Consultants	1.2	\$1,050.00	\$1,050.00
				12 - Settlement	0.5	\$437.50	\$437.50

Exhibit B - Summary of Hours and Costs Organized by Timekeeper

					87.2	\$76,300.00	\$76,300.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	BOWER, ZACH (Partner)	\$875.00	\$415.00	5 - Document Review	4.5	\$3,937.50	\$1,867.50
					4.5	\$3,937.50	\$1,867.50
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	BOWER, ZACH (Partner)	\$875.00	\$875.00	3 - Case Management and Litigation Strategy	0.5	\$437.50	\$437.50
					0.5	\$437.50	\$437.50
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	CARABALLO, LUIS (Paralegal)	\$225.00	\$225.00	2 - Investigations and Factual Research	40.4	\$9,090.00	\$9,090.00
				3 - Case Management and Litigation Strategy	70	\$15,750.00	\$15,750.00
					110.4	\$24,840.00	\$24,840.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	CECCHI, JAMES (Partner)	\$1,000.00	\$895.00	3 - Case Management and Litigation Strategy	3	\$3,000.00	\$2,685.00
				4 - Discovery	3.5	\$3,500.00	\$3,132.50
					6.5	\$6,500.00	\$5,817.50
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	ECKLUND, DONALD (Partner)	\$900.00	\$895.00	2 - Investigations and Factual Research	1	\$900.00	\$895.00
				3 - Case Management and Litigation Strategy	5.5	\$4,922.50	\$4,922.50
					6.5	\$5,850.00	\$5,817.50
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	FALDUTO, JEFF (Paralegal)	\$225.00	\$225.00	2 - Investigations and Factual Research	2.2	\$495.00	\$495.00
				3 - Case Management and Litigation Strategy	2.1	\$472.50	\$472.50
				4 - Discovery	3.2	\$720.00	\$720.00
				5 - Document Review	4.3	\$967.50	\$967.50
					11.8	\$2,655.00	\$2,655.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	HASSAN, NAJMA (Paralegal)	\$125.00	\$125.00	5 - Document Review	34.8	\$4,350.00	\$4,350.00
					34.8	\$4,350.00	\$4,350.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	INNES, MICHAEL (Partner)	\$750.00	\$750.00	3 - Case Management and Litigation Strategy	0.6	\$450.00	\$450.00
					0.6	\$450.00	\$450.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	LETTIRE, IAN (Paralegal)	\$225.00	\$225.00	5 - Document Review	9.3	\$2,092.50	\$2,092.50
					9.3	\$2,092.50	\$2,092.50
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	MAKHAIL, MARK (Associate)	\$600.00	\$600.00	2 - Investigations and Factual Research	1.1	\$660.00	\$660.00
				3 - Case Management and Litigation Strategy	5.6	\$3,360.00	\$3,360.00
				4 - Discovery	32.1	\$19,260.00	\$19,260.00
					38.8	\$23,280.00	\$23,280.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	MANORY, WILLIAM (Associate)	\$550.00	\$415.00	5 - Document Review	1.4	\$770.00	\$581.00
					1.4	\$770.00	\$581.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	MANORY, WILLIAM (Associate)	\$550.00	\$550.00	3 - Case Management and Litigation Strategy	5	\$2,750.00	\$2,750.00
				4 - Discovery	5.5	\$3,025.00	\$3,025.00
					10.5	\$5,775.00	\$5,775.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	MANORY, WILLIAM (Paralegal)	\$550.00	\$275.00	3 - Case Management and Litigation Strategy	2.2	\$1,210.00	\$605.00
				4 - Discovery	11	\$6,050.00	\$3,025.00
					13.2	\$7,260.00	\$3,630.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	MANORY, WILLIAM (Paralegal)	\$550.00	\$415.00	5 - Document Review	7	\$3,850.00	\$2,905.00
					7	\$3,850.00	\$2,905.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	MCPHERSON, KEN (Paralegal)	\$225.00	\$225.00	4 - Discovery	8.2	\$1,845.00	\$1,845.00
					8.2	\$1,845.00	\$1,845.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	PATEL, ANTRA (Paralegal)	\$125.00	\$125.00	5 - Document Review	47.5	\$5,937.50	\$5,937.50
					47.5	\$5,937.50	\$5,937.50
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	RAGO, MARY ELLEN (Paralegal)	\$225.00	\$225.00	3 - Case Management and Litigation Strategy	0.9	\$202.50	\$202.50
				4 - Discovery	0.6	\$135.00	\$135.00
				5 - Document Review	0.3	\$67.50	\$67.50
					1.8	\$405.00	\$405.00

Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	STEELE, JORDAN (Associate)	\$600.00	\$415.00	5 - Document Review	5.5	\$3,300.00	\$2,282.50
					5.5	\$3,300.00	\$2,282.50
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	STEELE, JORDAN (Associate)	\$600.00	\$600.00	2 - Investigations and Factual Research	15	\$9,000.00	\$9,000.00
				3 - Case Management and Litigation Strategy	33.2	\$19,920.00	\$19,920.00
				4 - Discovery	86.9	\$52,140.00	\$52,140.00
				6 - Pleadings, Briefs and Legal Research	5.6	\$3,360.00	\$3,360.00
				12 - Settlement	0.8	\$480.00	\$480.00
					141.5	\$84,900.00	\$84,900.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	TAYLOR, LINDSEY (Partner)	\$1,200.00	\$895.00	4 - Discovery	0.5	\$600.00	\$447.50
					0.5	\$600.00	\$447.50
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	TEMPTESTA, LAURA (Paralegal)	\$225.00	\$225.00	2 - Investigations and Factual Research	3.6	\$810.00	\$810.00
				3 - Case Management and Litigation Strategy	37.7	\$8,482.50	\$8,482.50
				5 - Document Review	12.8	\$2,880.00	\$2,880.00
					54.1	\$12,172.50	\$12,172.50
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	TYSON, STEVEN (Associate)	\$550.00	\$415.00	5 - Document Review	20.2	\$11,110.00	\$8,383.00
					20.2	\$11,110.00	\$8,383.00
Carella Byrne Cecchi Olstein Brody & Agnello, P.C.	TYSON, STEVEN (Associate)	\$550.00	\$550.00	3 - Case Management and Litigation Strategy	2.7	\$1,485.00	\$1,485.00
					2.7	\$1,485.00	\$1,485.00
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	BARRON, SETH (Associate)	\$375.00	\$375.00	2 - Investigations and Factual Research	3.1	\$1,162.50	\$1,162.50
				3 - Case Management and Litigation Strategy	4.6	\$1,725.00	\$1,725.00
				6 - Pleadings, Briefs and Legal Research	13.7	\$5,137.50	\$5,137.50
					21.4	\$8,025.00	\$8,025.00
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	BLATT, GAYLE M. (Partner)	\$995.00	\$415.00	5 - Document Review	0.2	\$199.00	\$83.00
					0.2	\$199.00	\$83.00
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	BLATT, GAYLE M. (Partner)	\$995.00	\$895.00	2 - Investigations and Factual Research	0.3	\$298.50	\$268.50
				3 - Case Management and Litigation Strategy	56.5	\$56,217.50	\$50,567.50
				4 - Discovery	11	\$10,945.00	\$9,845.00
				6 - Pleadings, Briefs and Legal Research	55.8	\$55,521.00	\$49,941.00
				7 - Court Appearances and Preparation	21	\$20,895.00	\$18,795.00
				8 - Experts/Consultants	2.7	\$2,686.50	\$2,416.50
				12 - Settlement	0.1	\$99.50	\$89.50
					147.4	\$146,663.00	\$131,923.00
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	CASEY, DAVID S., JR. (Partner)	\$1,100.00	\$895.00	2 - Investigations and Factual Research	0.3	\$330.00	\$268.50
				3 - Case Management and Litigation Strategy	8.9	\$9,790.00	\$7,965.50
				6 - Pleadings, Briefs and Legal Research	10	\$11,000.00	\$8,950.00
					19.2	\$21,120.00	\$17,184.00
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	CASEY, III, DAVE (Associate)	\$395.00	\$395.00	3 - Case Management and Litigation Strategy	3.3	\$1,303.50	\$1,303.50
				6 - Pleadings, Briefs and Legal Research	2.3	\$908.50	\$908.50
					5.6	\$2,212.00	\$2,212.00
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	DAVE, SANJEEV (Staff Attorney)	\$450.00	\$415.00	2 - Investigations and Factual Research	7.7	\$3,465.00	\$3,195.50
				4 - Discovery	5.1	\$2,295.00	\$2,116.50
				5 - Document Review	2459.7	\$1,106,865.00	\$1,020,775.50
				8 - Experts/Consultants	288.1	\$129,645.00	\$119,561.50
					2760.6	\$1,242,270.00	\$1,145,649.00
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	DAVIS, JAMES (Associate)	\$475.00	\$475.00	2 - Investigations and Factual Research	1.6	\$760.00	\$760.00
				3 - Case Management and Litigation Strategy	53.3	\$25,317.50	\$25,317.50
				4 - Discovery	0.5	\$237.50	\$237.50

Exhibit B - Summary of Hours and Fees Organized by Timekeeper

				6 - Pleadings, Briefs and Legal Research	115.5	\$54,862.50	\$54,862.50
				8 - Experts/Consultants	3.6	\$1,710.00	\$1,710.00
					174.5	\$82,887.50	\$82,887.50
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	DAVIS, MICHELLE (Paralegal)	\$275.00	\$275.00	4 - Discovery	5.5	\$1,512.50	\$1,512.50
				6 - Pleadings, Briefs and Legal Research	1	\$275.00	\$275.00
					6.5	\$1,787.50	\$1,787.50
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	GUERRA, P. CAMILLE (Partner)	\$815.00	\$415.00	5 - Document Review	0.9	\$733.50	\$373.50
					0.9	\$733.50	\$373.50
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	GUERRA, P. CAMILLE (Partner)	\$815.00	\$815.00	3 - Case Management and Litigation Strategy	115.3	\$93,969.50	\$93,969.50
				4 - Discovery	37.9	\$30,888.50	\$30,888.50
				6 - Pleadings, Briefs and Legal Research	28.3	\$23,064.50	\$23,064.50
				8 - Experts/Consultants	2	\$1,630.00	\$1,630.00
					183.5	\$149,552.50	\$149,552.50
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	GUERRA,P. CAMILLE (Partner)	\$815.00	\$815.00	4 - Discovery	2.1	\$1,711.50	\$1,711.50
					2.1	\$1,711.50	\$1,711.50
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	MCBAIN, CATHERINE (Associate)	\$505.00	\$505.00	3 - Case Management and Litigation Strategy	0.3	\$151.50	\$151.50
				6 - Pleadings, Briefs and Legal Research	102.7	\$51,863.50	\$51,863.50
				7 - Court Appearances and Preparation	0.7	\$353.50	\$353.50
					103.7	\$52,368.50	\$52,368.50
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	NARASIMHAN, AJIT (Paralegal)	\$215.00	\$215.00	3 - Case Management and Litigation Strategy	2.5	\$537.50	\$537.50
					2.5	\$537.50	\$537.50
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	RATAJESAK, VICKI (Paralegal)	\$235.00	\$235.00	3 - Case Management and Litigation Strategy	0.2	\$47.00	\$47.00
				6 - Pleadings, Briefs and Legal Research	2.8	\$658.00	\$658.00
					3	\$705.00	\$705.00
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	ROBINSON, JEREMY (Partner)	\$950.00	\$895.00	3 - Case Management and Litigation Strategy	19.8	\$18,810.00	\$17,721.00
				6 - Pleadings, Briefs and Legal Research	49.2	\$46,740.00	\$44,034.00
				7 - Court Appearances and Preparation	2.4	\$2,280.00	\$2,148.00
					71.4	\$67,830.00	\$63,903.00
Casey Gerry Schenk Francavilla Blatt & Penfield LLP	SINNING, NANCY (Paralegal)	\$265.00	\$265.00	3 - Case Management and Litigation Strategy	11.5	\$3,047.50	\$3,047.50
				6 - Pleadings, Briefs and Legal Research	2	\$530.00	\$530.00
					13.5	\$3,577.50	\$3,577.50
Dicello Levitt & Casey LLC	BANKS, SHARON (Paralegal)	\$415.00	\$275.00	3 - Case Management and Litigation Strategy	10.7	\$4,440.50	\$2,942.50
					10.7	\$4,440.50	\$2,942.50
Dicello Levitt & Casey LLC	FERRI, DANIEL (Partner)	\$1,110.00	\$895.00	3 - Case Management and Litigation Strategy	12.4	\$13,764.00	\$11,098.00
				6 - Pleadings, Briefs and Legal Research	8.9	\$9,879.00	\$7,965.50
				7 - Court Appearances and Preparation	4.3	\$4,773.00	\$3,848.50
					25.6	\$28,416.00	\$22,912.00
Dicello Levitt & Casey LLC	HAWAL, JUSTIN (Partner)	\$1,000.00	\$895.00	6 - Pleadings, Briefs and Legal Research	4.8	\$4,800.00	\$4,296.00
					4.8	\$4,800.00	\$4,296.00
Dicello Levitt & Casey LLC	LEVITT, ADAM (Partner)	\$1,430.00	\$895.00	3 - Case Management and Litigation Strategy	82.3	\$117,689.00	\$73,658.50
				4 - Discovery	6.8	\$9,724.00	\$6,086.00
				6 - Pleadings, Briefs and Legal Research	64.4	\$92,092.00	\$57,638.00
				7 - Court Appearances and Preparation	36.2	\$51,766.00	\$32,399.00
					189.7	\$271,271.00	\$169,781.50
Dicello Levitt & Casey LLC	OTTO, ASHTIN (Paralegal)	\$325.00	\$275.00	3 - Case Management and Litigation Strategy	0.8	\$260.00	\$220.00
					0.8	\$260.00	\$220.00
Dicello Levitt & Casey LLC	PROM, ADAM (Paralegal)	\$760.00	\$275.00	3 - Case Management and Litigation Strategy	0.7	\$532.00	\$192.50

Exhibit B - Summary of Hours and Costs Organized by Timekeeper

				6 - Pleadings, Briefs and Legal Research	19.4	\$14,744.00	\$5,335.00
				7 - Court Appearances and Preparation	2	\$1,520.00	\$550.00
					22.1	\$16,796.00	\$6,077.50
Dicello Levitt & Casey LLC	TANGREN, JOHN (Partner)	\$1,210.00	\$895.00	2 - Investigations and Factual Research	0.2	\$242.00	\$179.00
				3 - Case Management and Litigation Strategy	27.7	\$33,517.00	\$24,791.50
				4 - Discovery	3.1	\$3,751.00	\$2,774.50
				6 - Pleadings, Briefs and Legal Research	54.5	\$65,945.00	\$48,777.50
				7 - Court Appearances and Preparation	8.5	\$10,285.00	\$7,607.50
					94	\$113,740.00	\$84,130.00
Dicello Levitt & Casey LLC	VESEER, JULIA (Paralegal)	\$400.00	\$275.00	6 - Pleadings, Briefs and Legal Research	12.9	\$5,160.00	\$3,547.50
					12.9	\$5,160.00	\$3,547.50
Gibbs Law Group, LLP	BLOOMFIELD, JOSHUA (Of Counsel)	\$850.00	\$415.00	5 - Document Review	100.7	\$85,595.00	\$41,790.50
					100.7	\$85,595.00	\$41,790.50
Gibbs Law Group, LLP	BLOOMFIELD, JOSHUA (Of Counsel)	\$850.00	\$850.00	3 - Case Management and Litigation Strategy	47.7	\$40,545.00	\$40,545.00
				4 - Discovery	351.1	\$298,435.00	\$298,435.00
				6 - Pleadings, Briefs and Legal Research	36.1	\$30,685.00	\$30,685.00
					434.9	\$369,665.00	\$369,665.00
Gibbs Law Group, LLP	BLUMENTHAL, AARON (Associate)	\$605.00	\$600.00	2 - Investigations and Factual Research	15.3	\$9,256.50	\$9,180.00
				6 - Pleadings, Briefs and Legal Research	2.8	\$1,694.00	\$1,680.00
					18.1	\$10,950.50	\$10,860.00
Gibbs Law Group, LLP	CORBITT, CAROLINE (Associate)	\$725.00	\$600.00	2 - Investigations and Factual Research	6.3	\$4,567.50	\$3,780.00
				3 - Case Management and Litigation Strategy	1.2	\$870.00	\$720.00
					7.5	\$5,437.50	\$4,500.00
Gibbs Law Group, LLP	GARDNER, DORRY (Staff Attorney)	\$415.00	\$415.00	5 - Document Review	1330.1	\$551,991.50	\$551,991.50
					1330.1	\$551,991.50	\$551,991.50
Gibbs Law Group, LLP	GIBBONEY, KYLA (Associate)	\$605.00	\$600.00	3 - Case Management and Litigation Strategy	0.1	\$60.50	\$60.00
				7 - Court Appearances and Preparation	2.6	\$1,573.00	\$1,560.00
					2.7	\$1,633.50	\$1,620.00
Gibbs Law Group, LLP	GIBBS, ERIC (Partner)	\$1,065.00	\$895.00	3 - Case Management and Litigation Strategy	0.8	\$852.00	\$716.00
				4 - Discovery	0.4	\$426.00	\$358.00
				6 - Pleadings, Briefs and Legal Research	3.8	\$4,047.00	\$3,401.00
					5	\$5,325.00	\$4,475.00
Gibbs Law Group, LLP	GIBBS, JASON (Paralegal)	\$280.00	\$275.00	2 - Investigations and Factual Research	31.7	\$8,876.00	\$8,717.50
					31.7	\$8,876.00	\$8,717.50
Gibbs Law Group, LLP	HUGHES, DYLAN (Partner)	\$935.00	\$895.00	2 - Investigations and Factual Research	9.4	\$8,789.00	\$8,413.00
				6 - Pleadings, Briefs and Legal Research	8.1	\$7,573.50	\$7,249.50
					17.5	\$16,362.50	\$15,662.50
Gibbs Law Group, LLP	HUTCHINSON, PARKER (Of Counsel)	\$660.00	\$660.00	3 - Case Management and Litigation Strategy	1.4	\$924.00	\$924.00
				4 - Discovery	8	\$5,280.00	\$5,280.00
				6 - Pleadings, Briefs and Legal Research	71.2	\$46,992.00	\$46,992.00
					80.6	\$53,196.00	\$53,196.00
Gibbs Law Group, LLP	KOSBIE, JEFF (Associate)	\$605.00	\$600.00	2 - Investigations and Factual Research	0.4	\$242.00	\$240.00
				3 - Case Management and Litigation Strategy	7.9	\$4,779.50	\$4,740.00
				4 - Discovery	6	\$3,630.00	\$3,600.00
				6 - Pleadings, Briefs and Legal Research	52	\$31,460.00	\$31,200.00
					66.3	\$40,111.50	\$39,780.00
Gibbs Law Group, LLP	LOPEZ, STEVE (Partner)	\$670.00	\$670.00	2 - Investigations and Factual Research	9.4	\$6,298.00	\$6,298.00

Exhibit B - Summary of Hours and Costs Organized by Timekeeper

				3 - Case Management and Litigation Strategy	3.2	\$2,144.00	\$2,144.00
				4 - Discovery	5.5	\$3,685.00	\$3,685.00
				6 - Pleadings, Briefs and Legal Research	4.5	\$3,015.00	\$3,015.00
					22.6	\$15,142.00	\$15,142.00
Gibbs Law Group, LLP	MAH, ROSANNE (Of Counsel)	\$740.00	\$740.00	2 - Investigations and Factual Research	7.7	\$5,698.00	\$5,698.00
				3 - Case Management and Litigation Strategy	0.9	\$666.00	\$666.00
				4 - Discovery	52	\$38,480.00	\$38,480.00
					60.6	\$44,844.00	\$44,844.00
Gibbs Law Group, LLP	PROTHERO, ALYSSA (Staff Attorney)	\$415.00	\$415.00	4 - Discovery	210.5	\$87,357.50	\$87,357.50
				5 - Document Review	744.8	\$309,092.00	\$309,092.00
				6 - Pleadings, Briefs and Legal Research	327.2	\$135,788.00	\$135,788.00
					1282.5	\$532,237.50	\$532,237.50
Gibbs Law Group, LLP	RISOLDI, ALYSSA (Staff Attorney)	\$415.00	\$415.00	3 - Case Management and Litigation Strategy	39	\$16,185.00	\$16,185.00
				4 - Discovery	33.3	\$13,819.50	\$13,819.50
				5 - Document Review	929.9	\$385,908.50	\$385,908.50
				6 - Pleadings, Briefs and Legal Research	159.5	\$66,192.50	\$66,192.50
					1161.7	\$482,105.50	\$482,105.50
Gibbs Law Group, LLP	RIVAS, ROSEMARY (Partner)	\$995.00	\$415.00	5 - Document Review	1.3	\$1,293.50	\$539.50
					1.3	\$1,293.50	\$539.50
Gibbs Law Group, LLP	RIVAS, ROSEMARY (Partner)	\$995.00	\$895.00	2 - Investigations and Factual Research	3.6	\$3,582.00	\$3,222.00
				3 - Case Management and Litigation Strategy	9.2	\$9,154.00	\$8,234.00
				4 - Discovery	28.8	\$28,656.00	\$25,776.00
				6 - Pleadings, Briefs and Legal Research	50.6	\$50,347.00	\$45,287.00
				7 - Court Appearances and Preparation	10.3	\$10,248.50	\$9,218.50
					102.5	\$101,987.50	\$91,737.50
Gibbs Law Group, LLP	SOMINSKI, DASHA (Associate)	\$365.00	\$365.00	2 - Investigations and Factual Research	0.2	\$73.00	\$73.00
				6 - Pleadings, Briefs and Legal Research	9.8	\$3,577.00	\$3,577.00
					10	\$3,650.00	\$3,650.00
Gibbs Law Group, LLP	STEIN, DAVE (Partner)	\$815.00	\$815.00	2 - Investigations and Factual Research	0.2	\$163.00	\$163.00
				3 - Case Management and Litigation Strategy	1	\$815.00	\$815.00
				6 - Pleadings, Briefs and Legal Research	1.6	\$1,304.00	\$1,304.00
					2.8	\$2,282.00	\$2,282.00
Hellmuth & Johnson PLLC	BORLE, CORTLAND (Associate)	\$450.00	\$450.00	2 - Investigations and Factual Research	1.6	\$720.00	\$720.00
					1.6	\$720.00	\$720.00
Hellmuth & Johnson PLLC	CAPRA, REBECCA (Paralegal)	\$165.00	\$165.00	2 - Investigations and Factual Research	0.4	\$66.00	\$66.00
					0.4	\$66.00	\$66.00
Hellmuth & Johnson PLLC	CASHMAN, MICHAEL (Partner)	\$895.00	\$895.00	2 - Investigations and Factual Research	21.2	\$18,974.00	\$18,974.00
				3 - Case Management and Litigation Strategy	5.5	\$4,922.50	\$4,922.50
				4 - Discovery	8	\$7,160.00	\$7,160.00
				6 - Pleadings, Briefs and Legal Research	14.4	\$12,888.00	\$12,888.00
				7 - Court Appearances and Preparation	25.3	\$22,643.50	\$22,643.50
					74.4	\$66,588.00	\$66,588.00
Hellmuth & Johnson PLLC	HAGSTROM, RICHARD (Partner)	\$980.00	\$895.00	2 - Investigations and Factual Research	37.4	\$36,652.00	\$33,473.00
				3 - Case Management and Litigation Strategy	41.5	\$40,670.00	\$37,142.50
				4 - Discovery	0.7	\$686.00	\$626.50
				6 - Pleadings, Briefs and Legal Research	35.8	\$35,084.00	\$32,041.00
				7 - Court Appearances and Preparation	3.2	\$3,136.00	\$2,864.00

					118.6	\$116,228.00	\$106,147.00
Hellmuth & Johnson PLLC	KUHLMANN, NICHOLAS (Associate)	\$600.00	\$600.00	2 - Investigations and Factual Research	53.5	\$32,100.00	\$32,100.00
				3 - Case Management and Litigation Strategy	15.4	\$9,240.00	\$9,240.00
				4 - Discovery	0.2	\$120.00	\$120.00
				6 - Pleadings, Briefs and Legal Research	24.4	\$14,640.00	\$14,640.00
					93.5	\$56,100.00	\$56,100.00
Hellmuth & Johnson PLLC	NELSON, BRIAN (Associate)	\$650.00	\$415.00	5 - Document Review	2.1	\$1,365.00	\$871.50
					2.1	\$1,365.00	\$871.50
Hellmuth & Johnson PLLC	NELSON, BRIAN (Associate)	\$650.00	\$600.00	3 - Case Management and Litigation Strategy	10.7	\$6,955.00	\$6,420.00
				4 - Discovery	3.2	\$2,080.00	\$1,920.00
					13.9	\$9,035.00	\$8,340.00
Hellmuth & Johnson PLLC	OTSUKA, GREGORY (Partner)	\$760.00	\$760.00	2 - Investigations and Factual Research	31.3	\$23,788.00	\$23,788.00
				3 - Case Management and Litigation Strategy	13.5	\$10,260.00	\$10,260.00
				4 - Discovery	0.5	\$380.00	\$380.00
				6 - Pleadings, Briefs and Legal Research	69	\$52,440.00	\$52,440.00
					114.3	\$86,868.00	\$86,868.00
Hellmuth & Johnson PLLC	ZERBE, RODNEY (Partner)	\$610.00	\$610.00	2 - Investigations and Factual Research	0.3	\$183.00	\$183.00
					0.3	\$183.00	\$183.00
Jeffrey Lipinski	LIPINSKI, JEFFREY (Partner)	\$415.00	\$415.00	4 - Discovery	20.9	\$8,673.50	\$8,673.50
				5 - Document Review	202.5	\$84,037.50	\$84,037.50
				8 - Experts/Consultants	253	\$104,995.00	\$104,995.00
					476.4	\$197,706.00	\$197,706.00
Keller Rohrback L.L.P.	BORSETH, XANNIE (Paralegal)	\$300.00	\$275.00	3 - Case Management and Litigation Strategy	0.2	\$60.00	\$55.00
				6 - Pleadings, Briefs and Legal Research	18.4	\$5,520.00	\$5,060.00
					18.6	\$5,580.00	\$5,115.00
Keller Rohrback L.L.P.	BOWANKO, RACHEL (Paralegal)	\$320.00	\$275.00	6 - Pleadings, Briefs and Legal Research	60.5	\$19,360.00	\$16,637.50
					60.5	\$19,360.00	\$16,637.50
Keller Rohrback L.L.P.	CAPPIO, GRETCHEN (Partner)	\$1,150.00	\$895.00	2 - Investigations and Factual Research	4.5	\$5,175.00	\$4,027.50
				3 - Case Management and Litigation Strategy	78.5	\$90,275.00	\$70,257.50
				4 - Discovery	43	\$49,450.00	\$38,485.00
				6 - Pleadings, Briefs and Legal Research	32.1	\$36,915.00	\$28,729.50
				7 - Court Appearances and Preparation	40.7	\$46,805.00	\$36,426.50
				12 - Settlement	0.8	\$920.00	\$716.00
					199.6	\$229,540.00	\$178,642.00
Keller Rohrback L.L.P.	CHAN, ALEX (Paralegal)	\$380.00	\$275.00	3 - Case Management and Litigation Strategy	42.2	\$16,036.00	\$11,605.00
					42.2	\$16,036.00	\$11,605.00
Keller Rohrback L.L.P.	DANIEL, ADELE (Associate)	\$650.00	\$600.00	3 - Case Management and Litigation Strategy	0.1	\$65.00	\$60.00
				6 - Pleadings, Briefs and Legal Research	118.7	\$77,155.00	\$71,220.00
					118.8	\$77,220.00	\$71,280.00
Keller Rohrback L.L.P.	DE VRIES, AJ (Paralegal)	\$425.00	\$275.00	6 - Pleadings, Briefs and Legal Research	15.3	\$6,502.50	\$4,207.50
					15.3	\$6,502.50	\$4,207.50
Keller Rohrback L.L.P.	EMERSON, ERIKA (Associate)	\$605.00	\$600.00	3 - Case Management and Litigation Strategy	5.8	\$3,509.00	\$3,480.00
				6 - Pleadings, Briefs and Legal Research	36.4	\$22,022.00	\$21,840.00
					42.2	\$25,531.00	\$25,320.00
Keller Rohrback L.L.P.	EVANS, JOHN M. (Paralegal)	\$340.00	\$275.00	4 - Discovery	10.2	\$3,468.00	\$2,805.00
					10.2	\$3,468.00	\$2,805.00
Keller Rohrback L.L.P.	FIERRO, ERIC (Partner)	\$910.00	\$415.00	5 - Document Review	4	\$3,640.00	\$1,660.00

Exhibit B - Summary of Hours and Costs Organized by Timekeeper

					4	\$3,640.00	\$1,660.00
Keller Rohrbach L.L.P.	FIERRO, ERIC (Partner)	\$910.00	\$895.00	3 - Case Management and Litigation Strategy	1.5	\$1,365.00	\$1,342.50
				4 - Discovery	39.3	\$35,763.00	\$35,173.50
					40.8	\$37,128.00	\$36,516.00
Keller Rohrbach L.L.P.	GARDNER, KATHRYN (Paralegal)	\$315.00	\$275.00	2 - Investigations and Factual Research	2.8	\$882.00	\$770.00
				3 - Case Management and Litigation Strategy	16.9	\$5,323.50	\$4,647.50
					19.7	\$6,205.50	\$5,417.50
Keller Rohrbach L.L.P.	GARRIDO, JOEL (Paralegal)	\$365.00	\$275.00	3 - Case Management and Litigation Strategy	17.6	\$6,424.00	\$4,840.00
					17.6	\$6,424.00	\$4,840.00
Keller Rohrbach L.L.P.	GOINS, MAX (Associate)	\$585.00	\$585.00	6 - Pleadings, Briefs and Legal Research	2.7	\$1,579.50	\$1,579.50
					2.7	\$1,579.50	\$1,579.50
Keller Rohrbach L.L.P.	GOTTO, ALEX (Paralegal)	\$330.00	\$275.00	4 - Discovery	0.5	\$165.00	\$137.50
					0.5	\$165.00	\$137.50
Keller Rohrbach L.L.P.	GUSSIN, ZACHARY (Associate)	\$625.00	\$600.00	3 - Case Management and Litigation Strategy	1.4	\$875.00	\$840.00
				4 - Discovery	42.7	\$26,687.50	\$25,620.00
				6 - Pleadings, Briefs and Legal Research	140.3	\$87,687.50	\$84,180.00
					184.4	\$115,250.00	\$110,640.00
Keller Rohrbach L.L.P.	GUTHRIE, HEATHER R. (Paralegal)	\$330.00	\$275.00	3 - Case Management and Litigation Strategy	0.8	\$264.00	\$220.00
					0.8	\$264.00	\$220.00
Keller Rohrbach L.L.P.	HARRIS, ARDUA (Paralegal)	\$270.00	\$270.00	3 - Case Management and Litigation Strategy	4	\$1,080.00	\$1,080.00
					4	\$1,080.00	\$1,080.00
Keller Rohrbach L.L.P.	HILL, JENNIFER (Paralegal)	\$425.00	\$275.00	3 - Case Management and Litigation Strategy	2	\$850.00	\$550.00
				4 - Discovery	0.5	\$212.50	\$137.50
					2.5	\$1,062.50	\$687.50
Keller Rohrbach L.L.P.	JANSEN, JESSICA S. (Paralegal)	\$410.00	\$275.00	3 - Case Management and Litigation Strategy	0.1	\$41.00	\$27.50
					0.1	\$41.00	\$27.50
Keller Rohrbach L.L.P.	JONES, KRIS C. (Staff Attorney)	\$480.00	\$415.00	4 - Discovery	14	\$6,720.00	\$5,810.00
				5 - Document Review	1808.5	\$868,080.00	\$750,527.50
					1822.5	\$874,800.00	\$756,337.50
Keller Rohrbach L.L.P.	LAPORTE, KAIT (Paralegal)	\$280.00	\$275.00	3 - Case Management and Litigation Strategy	7.6	\$2,128.00	\$2,090.00
					7.6	\$2,128.00	\$2,090.00
Keller Rohrbach L.L.P.	LIKIT, JAN (Paralegal)	\$260.00	\$260.00	3 - Case Management and Litigation Strategy	0.4	\$104.00	\$104.00
					0.4	\$104.00	\$104.00
Keller Rohrbach L.L.P.	MARRIOTT, PATRICK T. (Associate)	\$510.00	\$510.00	3 - Case Management and Litigation Strategy	3.2	\$1,632.00	\$1,632.00
				4 - Discovery	3.3	\$1,683.00	\$1,683.00
					6.5	\$3,315.00	\$3,315.00
Keller Rohrbach L.L.P.	MCCENEY, ABIGAIL (Paralegal)	\$260.00	\$260.00	3 - Case Management and Litigation Strategy	1	\$260.00	\$260.00
					1	\$260.00	\$260.00
Keller Rohrbach L.L.P.	MCDEVITT, RYAN (Partner)	\$875.00	\$415.00	5 - Document Review	4.6	\$4,025.00	\$1,909.00
					4.6	\$4,025.00	\$1,909.00
Keller Rohrbach L.L.P.	MCDEVITT, RYAN (Partner)	\$875.00	\$875.00	2 - Investigations and Factual Research	12.4	\$10,850.00	\$10,850.00
				3 - Case Management and Litigation Strategy	307	\$268,625.00	\$268,625.00
				4 - Discovery	168.1	\$147,087.50	\$147,087.50
				6 - Pleadings, Briefs and Legal Research	345.2	\$302,050.00	\$302,050.00
				7 - Court Appearances and Preparation	37.1	\$32,462.50	\$32,462.50
				8 - Experts/Consultants	1	\$875.00	\$875.00
				12 - Settlement	2.8	\$2,450.00	\$2,450.00

Exhibit B - Summary of Hours and Costs Organized by Timekeeper

					873.6	\$764,400.00	\$764,400.00
Keller Rohrbach L.L.P.	MERSING, JACOB (Paralegal)	\$440.00	\$275.00	2 - Investigations and Factual Research	20	\$8,800.00	\$5,500.00
				3 - Case Management and Litigation Strategy	207.8	\$91,432.00	\$57,145.00
				4 - Discovery	138	\$60,720.00	\$37,950.00
				6 - Pleadings, Briefs and Legal Research	80.4	\$35,376.00	\$22,110.00
				7 - Court Appearances and Preparation	3.5	\$1,540.00	\$962.50
				12 - Settlement	0.5	\$220.00	\$137.50
					450.2	\$198,088.00	\$123,805.00
Keller Rohrbach L.L.P.	MERSING, JACOB (Paralegal)	\$440.00	\$415.00	5 - Document Review	2.6	\$1,144.00	\$1,079.00
					2.6	\$1,144.00	\$1,079.00
Keller Rohrbach L.L.P.	MEYER, WYATT (Paralegal)	\$90.00	\$90.00	3 - Case Management and Litigation Strategy	12	\$1,080.00	\$1,080.00
					12	\$1,080.00	\$1,080.00
Keller Rohrbach L.L.P.	MISHLER, LARA (Paralegal)	\$330.00	\$275.00	6 - Pleadings, Briefs and Legal Research	4	\$1,320.00	\$1,100.00
					4	\$1,320.00	\$1,100.00
Keller Rohrbach L.L.P.	MITTENTHAL, ROBERT O. (Paralegal)	\$440.00	\$275.00	4 - Discovery	4.3	\$1,892.00	\$1,182.50
					4.3	\$1,892.00	\$1,182.50
Keller Rohrbach L.L.P.	MOROWITZ, RACHEL (Associate)	\$525.00	\$525.00	2 - Investigations and Factual Research	119.2	\$62,580.00	\$62,580.00
				3 - Case Management and Litigation Strategy	59.9	\$31,447.50	\$31,447.50
				4 - Discovery	47	\$24,675.00	\$24,675.00
				6 - Pleadings, Briefs and Legal Research	220.7	\$115,867.50	\$115,867.50
				7 - Court Appearances and Preparation	32.8	\$17,220.00	\$17,220.00
					479.6	\$251,790.00	\$251,790.00
Keller Rohrbach L.L.P.	NEALIOUS, BIANCA (Paralegal)	\$335.00	\$275.00	3 - Case Management and Litigation Strategy	41.2	\$13,802.00	\$11,330.00
				4 - Discovery	0.4	\$134.00	\$110.00
				6 - Pleadings, Briefs and Legal Research	6	\$2,010.00	\$1,650.00
				7 - Court Appearances and Preparation	2.2	\$737.00	\$605.00
				8 - Experts/Consultants	0.3	\$100.50	\$82.50
					50.1	\$16,783.50	\$13,777.50
Keller Rohrbach L.L.P.	NICHOLS, RAENY M. (Paralegal)	\$330.00	\$275.00	3 - Case Management and Litigation Strategy	0.1	\$33.00	\$27.50
					0.1	\$33.00	\$27.50
Keller Rohrbach L.L.P.	PARRILLA, CAVIN L. (Paralegal)	\$340.00	\$275.00	4 - Discovery	0.7	\$238.00	\$192.50
					0.7	\$238.00	\$192.50
Keller Rohrbach L.L.P.	PREUSCH, MATTHEW J. (Associate)	\$750.00	\$600.00	3 - Case Management and Litigation Strategy	0.2	\$150.00	\$120.00
					0.2	\$150.00	\$120.00
Keller Rohrbach L.L.P.	PRY, JONATHAN (Paralegal)	\$260.00	\$260.00	3 - Case Management and Litigation Strategy	1.7	\$442.00	\$442.00
					1.7	\$442.00	\$442.00
Keller Rohrbach L.L.P.	READ, SYDNEY (Associate)	\$510.00	\$510.00	3 - Case Management and Litigation Strategy	70.5	\$35,955.00	\$35,955.00
				4 - Discovery	362.7	\$184,977.00	\$184,977.00
				6 - Pleadings, Briefs and Legal Research	41.8	\$21,318.00	\$21,318.00
				7 - Court Appearances and Preparation	4.5	\$2,295.00	\$2,295.00
				12 - Settlement	1.1	\$561.00	\$561.00
					480.6	\$245,106.00	\$245,106.00
Keller Rohrbach L.L.P.	RODGERS, AUBREY (Paralegal)	\$385.00	\$275.00	3 - Case Management and Litigation Strategy	15	\$5,775.00	\$4,125.00
					15	\$5,775.00	\$4,125.00
Keller Rohrbach L.L.P.	SARKO, LYNN (Partner)	\$1,450.00	\$895.00	2 - Investigations and Factual Research	0.5	\$725.00	\$447.50
				3 - Case Management and Litigation Strategy	8.1	\$11,745.00	\$7,249.50
				8 - Experts/Consultants	0.7	\$1,015.00	\$626.50

					9.3	\$13,485.00	\$8,323.50
Keller Rohrbach L.L.P.	SMITH, ALEX (Paralegal)	\$395.00	\$275.00	3 - Case Management and Litigation Strategy	2.9	\$1,145.50	\$797.50
					2.9	\$1,145.50	\$797.50
Keller Rohrbach L.L.P.	SPANGLER, BRIAN E. (Paralegal)	\$350.00	\$275.00	3 - Case Management and Litigation Strategy	36.8	\$12,880.00	\$10,120.00
				6 - Pleadings, Briefs and Legal Research	2.1	\$735.00	\$577.50
				7 - Court Appearances and Preparation	0.2	\$70.00	\$55.00
					39.1	\$13,685.00	\$10,752.50
Keller Rohrbach L.L.P.	STRECKERT, PATRICK M.T.M. (Associate)	\$510.00	\$510.00	3 - Case Management and Litigation Strategy	6	\$3,060.00	\$3,060.00
				4 - Discovery	12.7	\$6,477.00	\$6,477.00
					18.7	\$9,537.00	\$9,537.00
Keller Rohrbach L.L.P.	TIEZAZU, Y. TIZZY (Paralegal)	\$305.00	\$275.00	3 - Case Management and Litigation Strategy	1.1	\$335.50	\$302.50
				4 - Discovery	0.6	\$183.00	\$165.00
				6 - Pleadings, Briefs and Legal Research	0.2	\$61.00	\$55.00
				7 - Court Appearances and Preparation	0.2	\$61.00	\$55.00
				12 - Settlement	0.1	\$30.50	\$27.50
					2.2	\$671.00	\$605.00
Keller Rohrbach L.L.P.	TUNKKARI, KATJA (Paralegal)	\$300.00	\$275.00	3 - Case Management and Litigation Strategy	21.6	\$6,480.00	\$5,940.00
					21.6	\$6,480.00	\$5,940.00
Keller Rohrbach L.L.P.	VERDUGO, GABE E. (Associate)	\$630.00	\$600.00	3 - Case Management and Litigation Strategy	13.1	\$8,253.00	\$7,860.00
				4 - Discovery	18.8	\$11,844.00	\$11,280.00
				6 - Pleadings, Briefs and Legal Research	102	\$64,260.00	\$61,200.00
				12 - Settlement	0.2	\$126.00	\$120.00
					134.1	\$84,483.00	\$80,460.00
Keller Rohrbach L.L.P.	WILKINSON, CARRIE (Paralegal)	\$395.00	\$275.00	2 - Investigations and Factual Research	0.5	\$197.50	\$137.50
					0.5	\$197.50	\$137.50
Keller Rohrbach L.L.P.	WILSON, KIANA (Paralegal)	\$365.00	\$275.00	3 - Case Management and Litigation Strategy	7.3	\$2,664.50	\$2,007.50
				4 - Discovery	2	\$730.00	\$550.00
				6 - Pleadings, Briefs and Legal Research	0.1	\$36.50	\$27.50
					9.4	\$3,431.00	\$2,585.00
Keller Rohrbach L.L.P.	WRIGHT, EMMA (Paralegal)	\$595.00	\$275.00	3 - Case Management and Litigation Strategy	11.5	\$6,842.50	\$3,162.50
				6 - Pleadings, Briefs and Legal Research	17.7	\$10,531.50	\$4,867.50
				7 - Court Appearances and Preparation	0.8	\$476.00	\$220.00
					30	\$17,850.00	\$8,250.00
Kessler Topaz Meltzer & Check, LLP	ADAMS, SCOTT (Staff Attorney)	\$385.00	\$385.00	6 - Pleadings, Briefs and Legal Research	2.5	\$962.50	\$962.50
					2.5	\$962.50	\$962.50
Kessler Topaz Meltzer & Check, LLP	AMJED, NAUMON (Partner)	\$970.00	\$895.00	3 - Case Management and Litigation Strategy	2.1	\$2,037.00	\$1,879.50
				6 - Pleadings, Briefs and Legal Research	1.4	\$1,358.00	\$1,253.00
					3.5	\$3,395.00	\$3,132.50
Kessler Topaz Meltzer & Check, LLP	BELL, ADRIENNE (Associate)	\$575.00	\$575.00	3 - Case Management and Litigation Strategy	189.9	\$109,192.50	\$109,192.50
				6 - Pleadings, Briefs and Legal Research	8	\$4,600.00	\$4,600.00
					197.9	\$113,792.50	\$113,792.50
Kessler Topaz Meltzer & Check, LLP	BLOCK, ADAM (Contract Attorney)	\$370.00	\$370.00	5 - Document Review	218	\$80,660.00	\$80,660.00
					218	\$80,660.00	\$80,660.00
Kessler Topaz Meltzer & Check, LLP	BLOCK, ADAM (Staff Attorney)	\$370.00	\$370.00	4 - Discovery	26.8	\$9,916.00	\$9,916.00
				5 - Document Review	819.9	\$303,363.00	\$303,363.00
					846.7	\$313,279.00	\$313,279.00
Kessler Topaz Meltzer & Check, LLP	CORSON, MEGAN (Paralegal)	\$320.00	\$275.00	4 - Discovery	14.2	\$4,544.00	\$3,905.00

Exhibit B - Summary of Hours and Costs Organized by Timekeeper

				6 - Pleadings, Briefs and Legal Research	4.5	\$1,440.00	\$1,237.50
					18.7	\$5,984.00	\$5,142.50
Kessler Topaz Meltzer & Check, LLP	ELANGO VAN, VARUN (Associate)	\$420.00	\$420.00	6 - Pleadings, Briefs and Legal Research	3	\$1,260.00	\$1,260.00
					3	\$1,260.00	\$1,260.00
Kessler Topaz Meltzer & Check, LLP	GERTNER, ABIGAIL (Associate)	\$385.00	\$385.00	6 - Pleadings, Briefs and Legal Research	10.6	\$4,081.00	\$4,081.00
					10.6	\$4,081.00	\$4,081.00
Kessler Topaz Meltzer & Check, LLP	GILLIS, MARTHA (Contract Attorney)	\$370.00	\$370.00	5 - Document Review	56	\$20,720.00	\$20,720.00
					56	\$20,720.00	\$20,720.00
Kessler Topaz Meltzer & Check, LLP	GRADEN, TYLER (Associate)	\$965.00	\$600.00	3 - Case Management and Litigation Strategy	6	\$5,790.00	\$3,600.00
					6	\$5,790.00	\$3,600.00
Kessler Topaz Meltzer & Check, LLP	GRADEN, TYLER (Partner)	\$965.00	\$895.00	4 - Discovery	0.9	\$868.50	\$805.50
				12 - Settlement	0.1	\$96.50	\$89.50
					1	\$965.00	\$895.00
Kessler Topaz Meltzer & Check, LLP	HEMSLEY, COURTNEY (Paralegal)	\$405.00	\$275.00	3 - Case Management and Litigation Strategy	32.8	\$13,284.00	\$9,020.00
				4 - Discovery	18.5	\$7,492.50	\$5,087.50
				6 - Pleadings, Briefs and Legal Research	133	\$53,865.00	\$36,575.00
				7 - Court Appearances and Preparation	1	\$405.00	\$275.00
				8 - Experts/Consultants	1.3	\$526.50	\$357.50
					186.6	\$75,573.00	\$51,315.00
Kessler Topaz Meltzer & Check, LLP	HERLING, BRANDON (Associate)	\$390.00	\$390.00	6 - Pleadings, Briefs and Legal Research	85.4	\$33,306.00	\$33,306.00
					85.4	\$33,306.00	\$33,306.00
Kessler Topaz Meltzer & Check, LLP	HINDMARSH, LISA (Paralegal)	\$255.00	\$255.00	6 - Pleadings, Briefs and Legal Research	2.1	\$535.50	\$535.50
					2.1	\$535.50	\$535.50
Kessler Topaz Meltzer & Check, LLP	HOWELL, MATTHEW (Associate)	\$420.00	\$420.00	4 - Discovery	6.9	\$2,898.00	\$2,898.00
					6.9	\$2,898.00	\$2,898.00
Kessler Topaz Meltzer & Check, LLP	JACOBSON, JORDAN (Associate)	\$560.00	\$560.00	6 - Pleadings, Briefs and Legal Research	25.2	\$14,112.00	\$14,112.00
					25.2	\$14,112.00	\$14,112.00
Kessler Topaz Meltzer & Check, LLP	JEFFREY, CAROLYN (Staff Attorney)	\$300.00	\$300.00	2 - Investigations and Factual Research	21	\$6,300.00	\$6,300.00
					21	\$6,300.00	\$6,300.00
Kessler Topaz Meltzer & Check, LLP	JULIANO, MAGGIE (Staff Attorney)	\$385.00	\$385.00	3 - Case Management and Litigation Strategy	0.2	\$77.00	\$77.00
				6 - Pleadings, Briefs and Legal Research	2.6	\$1,001.00	\$1,001.00
					2.8	\$1,078.00	\$1,078.00
Kessler Topaz Meltzer & Check, LLP	LESSER, NATALIE (Associate)	\$535.00	\$535.00	3 - Case Management and Litigation Strategy	13.8	\$7,383.00	\$7,383.00
				4 - Discovery	17.2	\$9,202.00	\$9,202.00
				6 - Pleadings, Briefs and Legal Research	205.8	\$110,103.00	\$110,103.00
				8 - Experts/Consultants	2.4	\$1,284.00	\$1,284.00
				12 - Settlement	0.3	\$160.50	\$160.50
					239.5	\$128,132.50	\$128,132.50
Kessler Topaz Meltzer & Check, LLP	MARO, JAMES (Partner)	\$950.00	\$895.00	3 - Case Management and Litigation Strategy	2	\$1,900.00	\$1,790.00
				4 - Discovery	2.9	\$2,755.00	\$2,595.50
				12 - Settlement	0.2	\$190.00	\$179.00
					5.1	\$4,845.00	\$4,564.50
Kessler Topaz Meltzer & Check, LLP	MCGINLEY, LAUREN (Associate)	\$480.00	\$480.00	3 - Case Management and Litigation Strategy	4.8	\$2,304.00	\$2,304.00
				4 - Discovery	16.1	\$7,728.00	\$7,728.00
				6 - Pleadings, Briefs and Legal Research	81.6	\$39,168.00	\$39,168.00
				7 - Court Appearances and Preparation	0.8	\$384.00	\$384.00
					103.3	\$49,584.00	\$49,584.00

Kessler Topaz Meltzer & Check, LLP	MELTZER, JOSEPH (Partner)	\$1,000.00	\$895.00	2 - Investigations and Factual Research	2.5	\$2,500.00	\$2,237.50
				3 - Case Management and Litigation Strategy	28.9	\$28,900.00	\$25,865.50
				4 - Discovery	4	\$4,000.00	\$3,580.00
				6 - Pleadings, Briefs and Legal Research	35.6	\$35,600.00	\$31,862.00
				7 - Court Appearances and Preparation	25.1	\$25,100.00	\$22,464.50
				8 - Experts/Consultants	1	\$1,000.00	\$895.00
					97.1	\$97,100.00	\$86,904.50
Kessler Topaz Meltzer & Check, LLP	MONKS, WILLIAM (Staff Attorney)	\$575.00	\$415.00	2 - Investigations and Factual Research	1.1	\$632.50	\$456.50
				3 - Case Management and Litigation Strategy	1.6	\$920.00	\$664.00
					2.7	\$1,552.50	\$1,120.50
Kessler Topaz Meltzer & Check, LLP	NAJI, JONATHAN (Associate)	\$510.00	\$510.00	4 - Discovery	6.7	\$3,417.00	\$3,417.00
					6.7	\$3,417.00	\$3,417.00
Kessler Topaz Meltzer & Check, LLP	PAFFAS, HOLLY (Paralegal)	\$320.00	\$275.00	3 - Case Management and Litigation Strategy	0.4	\$128.00	\$110.00
				4 - Discovery	0.3	\$96.00	\$82.50
					0.7	\$224.00	\$192.50
Kessler Topaz Meltzer & Check, LLP	PARK, ALEX (Associate)	\$480.00	\$480.00	3 - Case Management and Litigation Strategy	0.5	\$240.00	\$240.00
				4 - Discovery	18.3	\$8,784.00	\$8,784.00
				6 - Pleadings, Briefs and Legal Research	8.8	\$4,224.00	\$4,224.00
					27.6	\$13,248.00	\$13,248.00
Kessler Topaz Meltzer & Check, LLP	PEOPLES, ANDREW (Staff Attorney)	\$455.00	\$415.00	3 - Case Management and Litigation Strategy	3.6	\$1,638.00	\$1,494.00
				4 - Discovery	350.6	\$159,523.00	\$145,499.00
				5 - Document Review	88.2	\$40,131.00	\$36,603.00
				6 - Pleadings, Briefs and Legal Research	24.2	\$11,011.00	\$10,043.00
					466.6	\$212,303.00	\$193,639.00
Kessler Topaz Meltzer & Check, LLP	PHAM, HIEN (Contract Attorney)	\$370.00	\$370.00	5 - Document Review	55.3	\$20,461.00	\$20,461.00
					55.3	\$20,461.00	\$20,461.00
Kessler Topaz Meltzer & Check, LLP	PORT, LISA LAMB (Associate)	\$750.00	\$600.00	3 - Case Management and Litigation Strategy	8	\$6,000.00	\$4,800.00
				4 - Discovery	811.7	\$608,775.00	\$487,020.00
				6 - Pleadings, Briefs and Legal Research	91.8	\$68,850.00	\$55,080.00
				7 - Court Appearances and Preparation	1.9	\$1,425.00	\$1,140.00
				12 - Settlement	5.2	\$3,900.00	\$3,120.00
					918.6	\$688,950.00	\$551,160.00
Kessler Topaz Meltzer & Check, LLP	RIGHTER, CAITLIN (Staff Attorney)	\$260.00	\$260.00	2 - Investigations and Factual Research	11.4	\$2,964.00	\$2,964.00
					11.4	\$2,964.00	\$2,964.00
Kessler Topaz Meltzer & Check, LLP	RUSSO, LACEY (Paralegal)	\$260.00	\$260.00	6 - Pleadings, Briefs and Legal Research	0.8	\$208.00	\$208.00
					0.8	\$208.00	\$208.00
Kessler Topaz Meltzer & Check, LLP	SHERONAS, KELSEY (Associate)	\$510.00	\$510.00	3 - Case Management and Litigation Strategy	2	\$1,020.00	\$1,020.00
				4 - Discovery	125.1	\$63,801.00	\$63,801.00
					127.1	\$64,821.00	\$64,821.00
Kessler Topaz Meltzer & Check, LLP	STARLING, TEDDY (Associate)	\$475.00	\$475.00	6 - Pleadings, Briefs and Legal Research	7.5	\$3,562.50	\$3,562.50
					7.5	\$3,562.50	\$3,562.50
Kessler Topaz Meltzer & Check, LLP	SWIFT, MARY (Paralegal)	\$320.00	\$275.00	3 - Case Management and Litigation Strategy	4.3	\$1,376.00	\$1,182.50
					4.3	\$1,376.00	\$1,182.50
Kessler Topaz Meltzer & Check, LLP	TAMERIER, JULIE (Paralegal)	\$85.00	\$85.00	3 - Case Management and Litigation Strategy	0.5	\$42.50	\$42.50
				6 - Pleadings, Briefs and Legal Research	12.2	\$1,037.00	\$1,037.00
					12.7	\$1,079.50	\$1,079.50
Kessler Topaz Meltzer & Check, LLP	TOPAZ, MARC (Partner)	\$1,000.00	\$895.00	3 - Case Management and Litigation Strategy	2.5	\$2,500.00	\$2,237.50

Exhibit B - Summary of Hours and Costs Organized by Timekeeper

				6 - Pleadings, Briefs and Legal Research	6	\$6,000.00	\$5,370.00
					8.5	\$8,500.00	\$7,607.50
Kessler Topaz Meltzer & Check, LLP	TROUTNER, MELISSA (Partner)	\$950.00	\$895.00	2 - Investigations and Factual Research	4.2	\$3,990.00	\$3,759.00
				3 - Case Management and Litigation Strategy	25.4	\$24,130.00	\$22,733.00
				4 - Discovery	26.3	\$24,985.00	\$23,538.50
				6 - Pleadings, Briefs and Legal Research	295.5	\$280,725.00	\$264,472.50
				7 - Court Appearances and Preparation	8.4	\$7,980.00	\$7,518.00
				8 - Experts/Consultants	9.8	\$9,310.00	\$8,771.00
					369.6	\$351,120.00	\$330,792.00
Kessler Topaz Meltzer & Check, LLP	WHITMAN, JOHNSTON (Partner)	\$950.00	\$895.00	3 - Case Management and Litigation Strategy	5.2	\$4,940.00	\$4,654.00
				6 - Pleadings, Briefs and Legal Research	18.3	\$17,385.00	\$16,378.50
					23.5	\$22,325.00	\$21,032.50
Kessler Topaz Meltzer & Check, LLP	WINCHESTER, ROBIN (Partner)	\$1,145.00	\$895.00	3 - Case Management and Litigation Strategy	5.1	\$5,839.50	\$4,564.50
				4 - Discovery	0.5	\$572.50	\$447.50
					5.6	\$6,412.00	\$5,012.00
Kessler Topaz Meltzer & Check, LLP	WOTRING, JULIE (Paralegal)	\$275.00	\$275.00	6 - Pleadings, Briefs and Legal Research	32	\$8,800.00	\$8,800.00
					32	\$8,800.00	\$8,800.00
Kessler Topaz Meltzer & Check, LLP	YEATES, MELISSA (Partner)	\$1,145.00	\$895.00	3 - Case Management and Litigation Strategy	1.5	\$1,717.50	\$1,342.50
				4 - Discovery	12.5	\$14,312.50	\$11,187.50
				12 - Settlement	3.6	\$4,122.00	\$3,222.00
					17.6	\$20,152.00	\$15,752.00
Law Offices of Richard M. Hagstrom	HAGSTROM, RICHARD (Partner)	\$980.00	\$895.00	3 - Case Management and Litigation Strategy	2.3	\$2,254.00	\$2,058.50
				4 - Discovery	4	\$3,920.00	\$3,580.00
					6.3	\$6,174.00	\$5,638.50
Levi & Korsinsky, LLP	KORSINSKY, EDUARD (Partner)	\$1,050.00	\$895.00	2 - Investigations and Factual Research	0.2	\$210.00	\$179.00
				3 - Case Management and Litigation Strategy	0.4	\$420.00	\$358.00
				6 - Pleadings, Briefs and Legal Research	0.9	\$945.00	\$805.50
					1.5	\$1,575.00	\$1,342.50
Levi & Korsinsky, LLP	LEVI, JOSEPH (Partner)	\$1,050.00	\$895.00	2 - Investigations and Factual Research	4.2	\$4,410.00	\$3,759.00
				3 - Case Management and Litigation Strategy	0.2	\$210.00	\$179.00
				7 - Court Appearances and Preparation	22.9	\$24,045.00	\$20,495.50
					27.3	\$28,665.00	\$24,433.50
Levi & Korsinsky, LLP	MACCARONE, COURTNEY (Associate)	\$675.00	\$415.00	5 - Document Review	0.5	\$337.50	\$207.50
					0.5	\$337.50	\$207.50
Levi & Korsinsky, LLP	MACCARONE, COURTNEY (Associate)	\$675.00	\$600.00	2 - Investigations and Factual Research	4.5	\$3,037.50	\$2,700.00
				3 - Case Management and Litigation Strategy	85.6	\$57,780.00	\$51,360.00
				6 - Pleadings, Briefs and Legal Research	48.6	\$32,805.00	\$29,160.00
					138.7	\$93,622.50	\$83,220.00
Levi & Korsinsky, LLP	MAH, ROSANNE (Partner)	\$740.00	\$740.00	2 - Investigations and Factual Research	0.8	\$592.00	\$592.00
				3 - Case Management and Litigation Strategy	42.2	\$31,228.00	\$31,228.00
				6 - Pleadings, Briefs and Legal Research	112.7	\$83,398.00	\$83,398.00
					155.7	\$115,218.00	\$115,218.00
Levi & Korsinsky, LLP	MESSINA, RYAN (Staff Attorney)	\$500.00	\$415.00	5 - Document Review	2.1	\$1,050.00	\$871.50
					2.1	\$1,050.00	\$871.50
Levi & Korsinsky, LLP	RIVAS, ROSEMARY (Partner)	\$995.00	\$415.00	5 - Document Review	1.2	\$1,194.00	\$498.00
					1.2	\$1,194.00	\$498.00
Levi & Korsinsky, LLP	RIVAS, ROSEMARY (Partner)	\$995.00	\$895.00	2 - Investigations and Factual Research	18.5	\$18,407.50	\$16,557.50

Exhibit B - Summary of Hours and Costs Organized by Timekeeper

				3 - Case Management and Litigation Strategy	19.8	\$19,701.00	\$17,721.00
				4 - Discovery	5	\$4,975.00	\$4,475.00
				6 - Pleadings, Briefs and Legal Research	93.2	\$92,734.00	\$83,414.00
				7 - Court Appearances and Preparation	24.9	\$24,775.50	\$22,285.50
					161.4	\$160,593.00	\$144,453.00
Levi & Korsinsky, LLP	SCHMITT, CHRISTOPHER (Staff Attorney)	\$475.00	\$415.00	3 - Case Management and Litigation Strategy	23.7	\$11,257.50	\$9,835.50
				6 - Pleadings, Briefs and Legal Research	5.7	\$2,707.50	\$2,365.50
					29.4	\$13,965.00	\$12,201.00
Lieff Cabraser Heimann & Bernstein, LLP	ANTHONY, RICHARD (Paralegal)	\$535.00	\$275.00	3 - Case Management and Litigation Strategy	0.5	\$267.50	\$137.50
					0.5	\$267.50	\$137.50
Lieff Cabraser Heimann & Bernstein, LLP	ANTHONY, RICHARD (Paralegal)	\$535.00	\$415.00	5 - Document Review	7.9	\$4,226.50	\$3,278.50
					7.9	\$4,226.50	\$3,278.50
Lieff Cabraser Heimann & Bernstein, LLP	ARSOV, DUSHAN (Paralegal)	\$455.00	\$275.00	1 - Lead Counsel Duties	0.6	\$273.00	\$165.00
				3 - Case Management and Litigation Strategy	109.7	\$49,913.50	\$30,167.50
				4 - Discovery	4.8	\$2,184.00	\$1,320.00
				6 - Pleadings, Briefs and Legal Research	8.4	\$3,822.00	\$2,310.00
				12 - Settlement	7.1	\$3,230.50	\$1,952.50
					130.6	\$59,423.00	\$35,915.00
Lieff Cabraser Heimann & Bernstein, LLP	ARSOV, DUSHAN (Paralegal)	\$455.00	\$415.00	5 - Document Review	0.3	\$136.50	\$124.50
					0.3	\$136.50	\$124.50
Lieff Cabraser Heimann & Bernstein, LLP	ATKINS, CECILIA (Paralegal)	\$360.00	\$275.00	6 - Pleadings, Briefs and Legal Research	1.1	\$396.00	\$302.50
					1.1	\$396.00	\$302.50
Lieff Cabraser Heimann & Bernstein, LLP	BALKOSKI, JANE (Paralegal)	\$360.00	\$275.00	2 - Investigations and Factual Research	3.6	\$1,296.00	\$990.00
				3 - Case Management and Litigation Strategy	30.2	\$10,872.00	\$8,305.00
				4 - Discovery	0.5	\$180.00	\$137.50
				6 - Pleadings, Briefs and Legal Research	8.8	\$3,168.00	\$2,420.00
				7 - Court Appearances and Preparation	6.1	\$2,196.00	\$1,677.50
					49.2	\$17,712.00	\$13,530.00
Lieff Cabraser Heimann & Bernstein, LLP	BAYRON, ERICA (Paralegal)	\$510.00	\$275.00	3 - Case Management and Litigation Strategy	61	\$31,110.00	\$16,775.00
					61	\$31,110.00	\$16,775.00
Lieff Cabraser Heimann & Bernstein, LLP	BEHRMANN, DAWN (Paralegal)	\$390.00	\$275.00	3 - Case Management and Litigation Strategy	3.5	\$1,365.00	\$962.50
					3.5	\$1,365.00	\$962.50
Lieff Cabraser Heimann & Bernstein, LLP	BELUSHKO BARROWS, NIKKI (Paralegal)	\$535.00	\$275.00	2 - Investigations and Factual Research	11	\$5,885.00	\$3,025.00
				3 - Case Management and Litigation Strategy	1.7	\$909.50	\$467.50
				4 - Discovery	0.9	\$481.50	\$247.50
				6 - Pleadings, Briefs and Legal Research	10.3	\$5,510.50	\$2,832.50
				8 - Experts/Consultants	0.5	\$267.50	\$137.50
					24.4	\$13,054.00	\$6,710.00
Lieff Cabraser Heimann & Bernstein, LLP	BERTRAM, ANNE (Paralegal)	\$360.00	\$275.00	1 - Lead Counsel Duties	4.2	\$1,512.00	\$1,155.00
				2 - Investigations and Factual Research	5.3	\$1,908.00	\$1,457.50
				3 - Case Management and Litigation Strategy	40.8	\$14,688.00	\$11,220.00
				4 - Discovery	10.5	\$3,780.00	\$2,887.50
				6 - Pleadings, Briefs and Legal Research	103.3	\$37,188.00	\$28,407.50
				8 - Experts/Consultants	0.3	\$108.00	\$82.50
					164.4	\$59,184.00	\$45,210.00
Lieff Cabraser Heimann & Bernstein, LLP	BILKISS, ABBY (Staff Attorney)	\$415.00	\$415.00	3 - Case Management and Litigation Strategy	11	\$4,565.00	\$4,565.00
				4 - Discovery	8.5	\$3,527.50	\$3,527.50

Exhibit B - Summary of Hours and Costs Organized by Timekeeper

				5 - Document Review	381	\$158,115.00	\$158,115.00
					400.5	\$166,207.50	\$166,207.50
Lieff Cabraser Heimann & Bernstein, LLP	BROWN, AIDAN (Paralegal)	\$500.00	\$275.00	1 - Lead Counsel Duties	1	\$500.00	\$275.00
				2 - Investigations and Factual Research	53.1	\$26,550.00	\$14,602.50
				3 - Case Management and Litigation Strategy	348.2	\$174,100.00	\$95,755.00
				4 - Discovery	125.9	\$62,950.00	\$34,622.50
				6 - Pleadings, Briefs and Legal Research	74.8	\$37,400.00	\$20,570.00
				7 - Court Appearances and Preparation	17.9	\$8,950.00	\$4,922.50
				12 - Settlement	2.5	\$1,250.00	\$687.50
					623.4	\$311,700.00	\$171,435.00
Lieff Cabraser Heimann & Bernstein, LLP	BUDNER, KEVIN (Partner)	\$790.00	\$790.00	3 - Case Management and Litigation Strategy	0.8	\$632.00	\$632.00
				6 - Pleadings, Briefs and Legal Research	2.4	\$1,896.00	\$1,896.00
					3.2	\$2,528.00	\$2,528.00
Lieff Cabraser Heimann & Bernstein, LLP	CABRASER, ELIZABETH (Partner)	\$1,460.00	\$895.00	2 - Investigations and Factual Research	3.3	\$4,818.00	\$2,953.50
				3 - Case Management and Litigation Strategy	0.9	\$1,314.00	\$805.50
					4.2	\$6,132.00	\$3,759.00
Lieff Cabraser Heimann & Bernstein, LLP	CALANGIAN, MARGIE (Paralegal)	\$535.00	\$275.00	1 - Lead Counsel Duties	0.2	\$107.00	\$55.00
				2 - Investigations and Factual Research	0.5	\$267.50	\$137.50
				3 - Case Management and Litigation Strategy	44.6	\$23,861.00	\$12,265.00
				4 - Discovery	105.4	\$56,389.00	\$28,985.00
					150.7	\$80,624.50	\$41,442.50
Lieff Cabraser Heimann & Bernstein, LLP	CALANGIAN, MARGIE (Paralegal)	\$535.00	\$415.00	5 - Document Review	22	\$11,770.00	\$9,130.00
					22	\$11,770.00	\$9,130.00
Lieff Cabraser Heimann & Bernstein, LLP	CHINN, VICTORIA (Staff Attorney)	\$525.00	\$415.00	1 - Lead Counsel Duties	3.1	\$1,627.50	\$1,286.50
				3 - Case Management and Litigation Strategy	0.5	\$262.50	\$207.50
				4 - Discovery	594.8	\$312,270.00	\$246,842.00
				5 - Document Review	1816.4	\$953,610.00	\$753,806.00
				6 - Pleadings, Briefs and Legal Research	16.8	\$8,820.00	\$6,972.00
				8 - Experts/Consultants	1.6	\$840.00	\$664.00
					2433.2	\$1,277,430.00	\$1,009,778.00
Lieff Cabraser Heimann & Bernstein, LLP	CHIPLOCK, DANIEL (Partner)	\$1,080.00	\$895.00	3 - Case Management and Litigation Strategy	2.2	\$2,376.00	\$1,969.00
					2.2	\$2,376.00	\$1,969.00
Lieff Cabraser Heimann & Bernstein, LLP	DESAI, NIMISH (Partner)	\$1,010.00	\$895.00	1 - Lead Counsel Duties	1.6	\$1,616.00	\$1,432.00
				2 - Investigations and Factual Research	1.6	\$1,616.00	\$1,432.00
				3 - Case Management and Litigation Strategy	38.1	\$38,481.00	\$34,099.50
				4 - Discovery	2.4	\$2,424.00	\$2,148.00
				6 - Pleadings, Briefs and Legal Research	21.6	\$21,816.00	\$19,332.00
				7 - Court Appearances and Preparation	0.7	\$707.00	\$626.50
				8 - Experts/Consultants	152.4	\$153,924.00	\$136,398.00
				12 - Settlement	19.2	\$19,392.00	\$17,184.00
					237.6	\$239,976.00	\$212,652.00
Lieff Cabraser Heimann & Bernstein, LLP	EDEN, NICA (Paralegal)	\$455.00	\$275.00	6 - Pleadings, Briefs and Legal Research	1.4	\$637.00	\$385.00
					1.4	\$637.00	\$385.00
Lieff Cabraser Heimann & Bernstein, LLP	GEISSLER, ROGER (Staff Attorney)	\$525.00	\$415.00	3 - Case Management and Litigation Strategy	1	\$525.00	\$415.00
				4 - Discovery	7.5	\$3,937.50	\$3,112.50
				5 - Document Review	1706.2	\$895,755.00	\$708,073.00
					1714.7	\$900,217.50	\$711,600.50

Exhibit B - Summary of Hours and Costs Organized by Timekeeper

Lieff Cabraser Heimann & Bernstein, LLP	GRANT, ANTHONY (Paralegal)	\$535.00	\$275.00	3 - Case Management and Litigation Strategy	1.4	\$749.00	\$385.00
				4 - Discovery	164.5	\$88,007.50	\$45,237.50
					165.9	\$88,756.50	\$45,622.50
Lieff Cabraser Heimann & Bernstein, LLP	GRANT, ANTHONY (Paralegal)	\$535.00	\$415.00	5 - Document Review	92.1	\$49,273.50	\$38,221.50
					92.1	\$49,273.50	\$38,221.50
Lieff Cabraser Heimann & Bernstein, LLP	GRIFFITH, SPENCER (Paralegal)	\$405.00	\$275.00	3 - Case Management and Litigation Strategy	5.5	\$2,227.50	\$1,512.50
					5.5	\$2,227.50	\$1,512.50
Lieff Cabraser Heimann & Bernstein, LLP	JONES, KAREN (Staff Attorney)	\$525.00	\$415.00	3 - Case Management and Litigation Strategy	3	\$1,575.00	\$1,245.00
				5 - Document Review	161.4	\$84,735.00	\$66,981.00
					164.4	\$86,310.00	\$68,226.00
Lieff Cabraser Heimann & Bernstein, LLP	JORDAN, CHRISTOPHER (Staff Attorney)	\$525.00	\$415.00	1 - Lead Counsel Duties	4.5	\$2,362.50	\$1,867.50
				3 - Case Management and Litigation Strategy	14.1	\$7,402.50	\$5,851.50
				4 - Discovery	23.1	\$12,127.50	\$9,586.50
				5 - Document Review	3290.3	\$1,727,407.50	\$1,365,474.50
					3332	\$1,749,300.00	\$1,382,780.00
Lieff Cabraser Heimann & Bernstein, LLP	KAWAMURA, JENNIFER (Paralegal)	\$510.00	\$275.00	1 - Lead Counsel Duties	0.6	\$306.00	\$165.00
				3 - Case Management and Litigation Strategy	0.4	\$204.00	\$110.00
				6 - Pleadings, Briefs and Legal Research	13.7	\$6,987.00	\$3,767.50
					14.7	\$7,497.00	\$4,042.50
Lieff Cabraser Heimann & Bernstein, LLP	KEENLEY, ELIZABETH (Paralegal)	\$510.00	\$275.00	6 - Pleadings, Briefs and Legal Research	1.4	\$714.00	\$385.00
					1.4	\$714.00	\$385.00
Lieff Cabraser Heimann & Bernstein, LLP	KENFIELD-KELLEHER, MURIEL (Associate)	\$500.00	\$415.00	5 - Document Review	41.8	\$20,900.00	\$17,347.00
					41.8	\$20,900.00	\$17,347.00
Lieff Cabraser Heimann & Bernstein, LLP	KENFIELD-KELLEHER, MURIEL (Associate)	\$500.00	\$500.00	1 - Lead Counsel Duties	1.1	\$550.00	\$550.00
				2 - Investigations and Factual Research	5.2	\$2,600.00	\$2,600.00
				3 - Case Management and Litigation Strategy	54.6	\$27,300.00	\$27,300.00
				4 - Discovery	187.6	\$93,800.00	\$93,800.00
				6 - Pleadings, Briefs and Legal Research	291.7	\$145,850.00	\$145,850.00
				7 - Court Appearances and Preparation	1.3	\$650.00	\$650.00
				12 - Settlement	29.7	\$14,850.00	\$14,850.00
					571.2	\$285,600.00	\$285,600.00
Lieff Cabraser Heimann & Bernstein, LLP	KENFIELD-KELLEHER, MURIEL (Associate)	\$570.00	\$415.00	5 - Document Review	4.7	\$2,679.00	\$1,950.50
					4.7	\$2,679.00	\$1,950.50
Lieff Cabraser Heimann & Bernstein, LLP	KENFIELD-KELLEHER, MURIEL (Associate)	\$570.00	\$570.00	1 - Lead Counsel Duties	8.5	\$4,845.00	\$4,845.00
				2 - Investigations and Factual Research	0.1	\$57.00	\$57.00
				3 - Case Management and Litigation Strategy	10.3	\$5,871.00	\$5,871.00
				4 - Discovery	417.6	\$238,032.00	\$238,032.00
				6 - Pleadings, Briefs and Legal Research	176.3	\$100,491.00	\$100,491.00
				7 - Court Appearances and Preparation	4.4	\$2,508.00	\$2,508.00
				8 - Experts/Consultants	3.2	\$1,824.00	\$1,824.00
				11 - Appeal	0.5	\$285.00	\$285.00
				12 - Settlement	4.8	\$2,736.00	\$2,736.00
					625.7	\$356,649.00	\$356,649.00
Lieff Cabraser Heimann & Bernstein, LLP	KIM, SUN (Contract Attorney)	\$525.00	\$415.00	5 - Document Review	256	\$134,400.00	\$106,240.00
					256	\$134,400.00	\$106,240.00
Lieff Cabraser Heimann & Bernstein, LLP	KIM, SUN (Contract Attorney)	\$525.00	\$525.00	4 - Discovery	29.9	\$15,697.50	\$15,697.50
					29.9	\$15,697.50	\$15,697.50

Exhibit B - Summary of Hours and Costs Organized by Timekeeper

Lieff Cabraser Heimann & Bernstein, LLP	KRAVATZ, JILLIAN (Paralegal)	\$360.00	\$275.00	3 - Case Management and Litigation Strategy	12.4	\$4,464.00	\$3,410.00
				4 - Discovery	11.2	\$4,032.00	\$3,080.00
				6 - Pleadings, Briefs and Legal Research	9	\$3,240.00	\$2,475.00
					32.6	\$11,736.00	\$8,965.00
Lieff Cabraser Heimann & Bernstein, LLP	KRUGER, ERIK (Paralegal)	\$510.00	\$275.00	3 - Case Management and Litigation Strategy	26.2	\$13,362.00	\$7,205.00
				4 - Discovery	1.3	\$663.00	\$357.50
				6 - Pleadings, Briefs and Legal Research	16.1	\$8,211.00	\$4,427.50
					43.6	\$22,236.00	\$11,990.00
Lieff Cabraser Heimann & Bernstein, LLP	LICHTMAN, JASON (Partner)	\$875.00	\$875.00	2 - Investigations and Factual Research	1.4	\$1,225.00	\$1,225.00
				3 - Case Management and Litigation Strategy	5.6	\$4,900.00	\$4,900.00
				4 - Discovery	4.1	\$3,587.50	\$3,587.50
				6 - Pleadings, Briefs and Legal Research	1.4	\$1,225.00	\$1,225.00
				8 - Experts/Consultants	73	\$63,875.00	\$63,875.00
					85.5	\$74,812.50	\$74,812.50
Lieff Cabraser Heimann & Bernstein, LLP	LICHTMAN, JASON (Partner)	\$980.00	\$895.00	8 - Experts/Consultants	1.8	\$1,764.00	\$1,611.00
					1.8	\$1,764.00	\$1,611.00
Lieff Cabraser Heimann & Bernstein, LLP	LIM, SOOKYUNG (Contract Attorney)	\$525.00	\$415.00	5 - Document Review	281.5	\$147,787.50	\$116,822.50
					281.5	\$147,787.50	\$116,822.50
Lieff Cabraser Heimann & Bernstein, LLP	LIM, SOOKYUNG (Contract Attorney)	\$525.00	\$525.00	4 - Discovery	14.5	\$7,612.50	\$7,612.50
					14.5	\$7,612.50	\$7,612.50
Lieff Cabraser Heimann & Bernstein, LLP	LIM, TRACY (Paralegal)	\$465.00	\$275.00	2 - Investigations and Factual Research	0.8	\$372.00	\$220.00
				3 - Case Management and Litigation Strategy	14.5	\$6,742.50	\$3,987.50
				4 - Discovery	0.2	\$93.00	\$55.00
				6 - Pleadings, Briefs and Legal Research	6	\$2,790.00	\$1,650.00
					21.5	\$9,997.50	\$5,912.50
Lieff Cabraser Heimann & Bernstein, LLP	MACATEE, MARK (Paralegal)	\$510.00	\$275.00	1 - Lead Counsel Duties	65.4	\$33,354.00	\$17,985.00
				3 - Case Management and Litigation Strategy	0.3	\$153.00	\$82.50
					65.7	\$33,507.00	\$18,067.50
Lieff Cabraser Heimann & Bernstein, LLP	MCBRIDE, KATHERINE (Associate)	\$745.00	\$415.00	5 - Document Review	13.3	\$9,908.50	\$5,519.50
					13.3	\$9,908.50	\$5,519.50
Lieff Cabraser Heimann & Bernstein, LLP	MCBRIDE, KATHERINE (Associate)	\$745.00	\$600.00	1 - Lead Counsel Duties	19.7	\$14,676.50	\$11,820.00
				2 - Investigations and Factual Research	22	\$16,390.00	\$13,200.00
				3 - Case Management and Litigation Strategy	176.4	\$131,418.00	\$105,840.00
				4 - Discovery	281.6	\$209,792.00	\$168,960.00
				6 - Pleadings, Briefs and Legal Research	950.5	\$708,122.50	\$570,300.00
				7 - Court Appearances and Preparation	93.1	\$69,359.50	\$55,860.00
				8 - Experts/Consultants	9.7	\$7,226.50	\$5,820.00
				12 - Settlement	35.7	\$26,596.50	\$21,420.00
					1588.7	\$1,183,581.50	\$953,220.00
Lieff Cabraser Heimann & Bernstein, LLP	MCBRIDE, KATHERINE (Partner)	\$745.00	\$415.00	5 - Document Review	11.2	\$8,344.00	\$4,648.00
					11.2	\$8,344.00	\$4,648.00
Lieff Cabraser Heimann & Bernstein, LLP	MCBRIDE, KATHERINE (Partner)	\$745.00	\$745.00	1 - Lead Counsel Duties	112.8	\$84,036.00	\$84,036.00
				2 - Investigations and Factual Research	12	\$8,940.00	\$8,940.00
				3 - Case Management and Litigation Strategy	143.9	\$107,205.50	\$107,205.50
				4 - Discovery	343.6	\$255,982.00	\$255,982.00
				6 - Pleadings, Briefs and Legal Research	402.5	\$299,862.50	\$299,862.50
				7 - Court Appearances and Preparation	93.5	\$69,657.50	\$69,657.50

Exhibit B - Summary of Hours and Costs Organized by Timekeeper

				8 - Experts/Consultants	9.1	\$6,779.50	\$6,779.50
				11 - Appeal	53	\$39,485.00	\$39,485.00
				12 - Settlement	283.3	\$211,058.50	\$211,058.50
					1453.7	\$1,083,006.50	\$1,083,006.50
Lieff Cabraser Heimann & Bernstein, LLP	MICLUT, ANDREEA (Staff Attorney)	\$525.00	\$415.00	2 - Investigations and Factual Research	284.8	\$149,520.00	\$118,192.00
				3 - Case Management and Litigation Strategy	3.4	\$1,785.00	\$1,411.00
					288.2	\$151,305.00	\$119,603.00
Lieff Cabraser Heimann & Bernstein, LLP	MILORO, SCOTT (Staff Attorney)	\$525.00	\$415.00	2 - Investigations and Factual Research	74.8	\$39,270.00	\$31,042.00
				3 - Case Management and Litigation Strategy	146.5	\$76,912.50	\$60,797.50
				4 - Discovery	13.1	\$6,877.50	\$5,436.50
				5 - Document Review	4632.8	\$2,432,220.00	\$1,922,612.00
				6 - Pleadings, Briefs and Legal Research	22.9	\$12,022.50	\$9,503.50
				8 - Experts/Consultants	116.8	\$61,320.00	\$48,472.00
					5006.9	\$2,628,622.50	\$2,077,863.50
Lieff Cabraser Heimann & Bernstein, LLP	MUKHERJI, RENEE (Paralegal)	\$535.00	\$275.00	2 - Investigations and Factual Research	1.6	\$856.00	\$440.00
				6 - Pleadings, Briefs and Legal Research	0.9	\$481.50	\$247.50
					2.5	\$1,337.50	\$687.50
Lieff Cabraser Heimann & Bernstein, LLP	MUNOZ, CHRISTOPHER (Paralegal)	\$510.00	\$275.00	1 - Lead Counsel Duties	78.2	\$39,882.00	\$21,505.00
					78.2	\$39,882.00	\$21,505.00
Lieff Cabraser Heimann & Bernstein, LLP	NEE, MAYA (Paralegal)	\$455.00	\$275.00	3 - Case Management and Litigation Strategy	48.9	\$22,249.50	\$13,447.50
					48.9	\$22,249.50	\$13,447.50
Lieff Cabraser Heimann & Bernstein, LLP	NGUYEN, PHONG-CHAU (Partner)	\$800.00	\$415.00	5 - Document Review	0.2	\$160.00	\$83.00
					0.2	\$160.00	\$83.00
Lieff Cabraser Heimann & Bernstein, LLP	NGUYEN, PHONG-CHAU (Partner)	\$800.00	\$800.00	1 - Lead Counsel Duties	78.7	\$62,960.00	\$62,960.00
				2 - Investigations and Factual Research	8.2	\$6,560.00	\$6,560.00
				3 - Case Management and Litigation Strategy	223.2	\$178,560.00	\$178,560.00
				4 - Discovery	327	\$261,600.00	\$261,600.00
				6 - Pleadings, Briefs and Legal Research	452.4	\$361,920.00	\$361,920.00
				7 - Court Appearances and Preparation	81.7	\$65,360.00	\$65,360.00
				8 - Experts/Consultants	7.4	\$5,920.00	\$5,920.00
				11 - Appeal	33.7	\$26,960.00	\$26,960.00
				12 - Settlement	331.3	\$265,040.00	\$265,040.00
					1543.6	\$1,234,880.00	\$1,234,880.00
Lieff Cabraser Heimann & Bernstein, LLP	NICOLAOU, JOHN (Partner)	\$800.00	\$415.00	5 - Document Review	275.2	\$220,160.00	\$114,208.00
					275.2	\$220,160.00	\$114,208.00
Lieff Cabraser Heimann & Bernstein, LLP	NICOLAOU, JOHN (Partner)	\$800.00	\$800.00	1 - Lead Counsel Duties	13.5	\$10,800.00	\$10,800.00
				2 - Investigations and Factual Research	48.6	\$38,880.00	\$38,880.00
				3 - Case Management and Litigation Strategy	486.7	\$389,360.00	\$389,360.00
				4 - Discovery	1032.6	\$826,080.00	\$826,080.00
				6 - Pleadings, Briefs and Legal Research	2755.4	\$2,204,320.00	\$2,204,320.00
				7 - Court Appearances and Preparation	280	\$224,000.00	\$224,000.00
				8 - Experts/Consultants	250.3	\$200,240.00	\$200,240.00
				12 - Settlement	112.3	\$89,840.00	\$89,840.00
					4979.4	\$3,983,520.00	\$3,983,520.00
Lieff Cabraser Heimann & Bernstein, LLP	OH, MARISSA (Staff Attorney)	\$525.00	\$415.00	4 - Discovery	496	\$260,400.00	\$205,840.00
				5 - Document Review	3870.7	\$2,032,117.50	\$1,606,340.50
				8 - Experts/Consultants	10.5	\$5,512.50	\$4,357.50

Exhibit B - Summary of Hours and Costs Organized by Timekeeper

					4377.2	\$2,298,030.00	\$1,816,538.00
Lieff Cabraser Heimann & Bernstein, LLP	ORSLAND, KRISTIN (Paralegal)	\$405.00	\$275.00	6 - Pleadings, Briefs and Legal Research	6.8	\$2,754.00	\$1,870.00
					6.8	\$2,754.00	\$1,870.00
Lieff Cabraser Heimann & Bernstein, LLP	ORSLAND, KRISTIN (Paralegal)	\$510.00	\$275.00	6 - Pleadings, Briefs and Legal Research	3.3	\$1,683.00	\$907.50
					3.3	\$1,683.00	\$907.50
Lieff Cabraser Heimann & Bernstein, LLP	OXMAN, ELLY (Paralegal)	\$535.00	\$275.00	4 - Discovery	17.5	\$9,362.50	\$4,812.50
					17.5	\$9,362.50	\$4,812.50
Lieff Cabraser Heimann & Bernstein, LLP	OXMAN, ELLY (Paralegal)	\$535.00	\$415.00	5 - Document Review	31.8	\$17,013.00	\$13,197.00
					31.8	\$17,013.00	\$13,197.00
Lieff Cabraser Heimann & Bernstein, LLP	PUSTILNIK, ALIX (Staff Attorney)	\$415.00	\$415.00	3 - Case Management and Litigation Strategy	8.9	\$3,693.50	\$3,693.50
				4 - Discovery	396	\$164,340.00	\$164,340.00
					404.9	\$168,033.50	\$168,033.50
Lieff Cabraser Heimann & Bernstein, LLP	QUISPE, COYA (Paralegal)	\$455.00	\$275.00	2 - Investigations and Factual Research	5	\$2,275.00	\$1,375.00
					5	\$2,275.00	\$1,375.00
Lieff Cabraser Heimann & Bernstein, LLP	RAHIMI, FAWAD (Paralegal)	\$535.00	\$275.00	3 - Case Management and Litigation Strategy	36.9	\$19,741.50	\$10,147.50
				4 - Discovery	123.4	\$66,019.00	\$33,935.00
					160.3	\$85,760.50	\$44,082.50
Lieff Cabraser Heimann & Bernstein, LLP	RAHIMI, FAWAD (Paralegal)	\$535.00	\$415.00	5 - Document Review	25.1	\$13,428.50	\$10,416.50
					25.1	\$13,428.50	\$10,416.50
Lieff Cabraser Heimann & Bernstein, LLP	RUDNICK, JENNIFER (Paralegal)	\$510.00	\$275.00	3 - Case Management and Litigation Strategy	2.5	\$1,275.00	\$687.50
				6 - Pleadings, Briefs and Legal Research	21.2	\$10,812.00	\$5,830.00
					23.7	\$12,087.00	\$6,517.50
Lieff Cabraser Heimann & Bernstein, LLP	RUDNICK, JENNIFER (Paralegal)	\$535.00	\$275.00	2 - Investigations and Factual Research	3.4	\$1,819.00	\$935.00
				6 - Pleadings, Briefs and Legal Research	1.2	\$642.00	\$330.00
				12 - Settlement	1.5	\$802.50	\$412.50
					6.1	\$3,263.50	\$1,677.50
Lieff Cabraser Heimann & Bernstein, LLP	SABBE, JENNIFER (Paralegal)	\$535.00	\$275.00	6 - Pleadings, Briefs and Legal Research	1.6	\$856.00	\$440.00
					1.6	\$856.00	\$440.00
Lieff Cabraser Heimann & Bernstein, LLP	SELHORST, HANNAH (Paralegal)	\$395.00	\$275.00	2 - Investigations and Factual Research	2.3	\$908.50	\$632.50
				3 - Case Management and Litigation Strategy	19	\$7,505.00	\$5,225.00
				6 - Pleadings, Briefs and Legal Research	26.2	\$10,349.00	\$7,205.00
					47.5	\$18,762.50	\$13,062.50
Lieff Cabraser Heimann & Bernstein, LLP	SHINDELBOWER, JERRY (Staff Attorney)	\$525.00	\$415.00	5 - Document Review	40	\$21,000.00	\$16,600.00
					40	\$21,000.00	\$16,600.00
Lieff Cabraser Heimann & Bernstein, LLP	SIDDIQI, NABILA (Paralegal)	\$470.00	\$275.00	2 - Investigations and Factual Research	2.3	\$1,081.00	\$632.50
				6 - Pleadings, Briefs and Legal Research	0.8	\$376.00	\$220.00
				8 - Experts/Consultants	0.4	\$188.00	\$110.00
					3.5	\$1,645.00	\$962.50
Lieff Cabraser Heimann & Bernstein, LLP	STELLINGS, DAVID (Partner)	\$1,305.00	\$895.00	1 - Lead Counsel Duties	98	\$127,890.00	\$87,710.00
				2 - Investigations and Factual Research	9.4	\$12,267.00	\$8,413.00
				3 - Case Management and Litigation Strategy	1102	\$1,438,110.00	\$986,290.00
				4 - Discovery	156.8	\$204,624.00	\$140,336.00
				6 - Pleadings, Briefs and Legal Research	222.2	\$289,971.00	\$198,869.00
				7 - Court Appearances and Preparation	290.6	\$379,233.00	\$260,087.00
				8 - Experts/Consultants	18.8	\$24,534.00	\$16,826.00
				12 - Settlement	575.7	\$751,288.50	\$515,251.50
					2473.5	\$3,227,917.50	\$2,213,782.50

Exhibit B - Summary of Hours and Costs Organized by Timekeeper

Lieff Cabraser Heimann & Bernstein, LLP	TARPEH, JLE (Paralegal)	\$510.00	\$275.00	1 - Lead Counsel Duties	3.3	\$1,683.00	\$907.50
				2 - Investigations and Factual Research	205.7	\$104,907.00	\$56,567.50
				3 - Case Management and Litigation Strategy	280.9	\$143,259.00	\$77,247.50
				4 - Discovery	26.3	\$13,413.00	\$7,232.50
				6 - Pleadings, Briefs and Legal Research	74.3	\$37,893.00	\$20,432.50
					590.5	\$301,155.00	\$162,387.50
Lieff Cabraser Heimann & Bernstein, LLP	TEXIER, MUNA (Paralegal)	\$535.00	\$275.00	3 - Case Management and Litigation Strategy	7.3	\$3,905.50	\$2,007.50
				4 - Discovery	48.5	\$25,947.50	\$13,337.50
					55.8	\$29,853.00	\$15,345.00
Lieff Cabraser Heimann & Bernstein, LLP	TEXIER, MUNA (Paralegal)	\$535.00	\$415.00	5 - Document Review	86.1	\$46,063.50	\$35,731.50
					86.1	\$46,063.50	\$35,731.50
Lieff Cabraser Heimann & Bernstein, LLP	TEXIER, RICHARD (Paralegal)	\$510.00	\$275.00	6 - Pleadings, Briefs and Legal Research	4.8	\$2,448.00	\$1,320.00
					4.8	\$2,448.00	\$1,320.00
Lieff Cabraser Heimann & Bernstein, LLP	TOLLAFIELD, STEPHEN (Paralegal)	\$510.00	\$275.00	11 - Appeal	2.2	\$1,122.00	\$605.00
				12 - Settlement	2	\$1,020.00	\$550.00
					4.2	\$2,142.00	\$1,155.00
Lieff Cabraser Heimann & Bernstein, LLP	TROUVAIS, BENJAMIN (Paralegal)	\$425.00	\$275.00	2 - Investigations and Factual Research	10	\$4,250.00	\$2,750.00
				6 - Pleadings, Briefs and Legal Research	11.9	\$5,057.50	\$3,272.50
					21.9	\$9,307.50	\$6,022.50
Lieff Cabraser Heimann & Bernstein, LLP	TROXEL, BRIAN (Paralegal)	\$510.00	\$275.00	6 - Pleadings, Briefs and Legal Research	30.1	\$15,351.00	\$8,277.50
					30.1	\$15,351.00	\$8,277.50
Lieff Cabraser Heimann & Bernstein, LLP	UY, KATRINA (Paralegal)	\$535.00	\$275.00	2 - Investigations and Factual Research	1.8	\$963.00	\$495.00
					1.8	\$963.00	\$495.00
Lieff Cabraser Heimann & Bernstein, LLP	WILLIN, MITCHELL (Paralegal)	\$510.00	\$275.00	1 - Lead Counsel Duties	78.4	\$39,984.00	\$21,560.00
				2 - Investigations and Factual Research	146.3	\$74,613.00	\$40,232.50
				3 - Case Management and Litigation Strategy	2	\$1,020.00	\$550.00
					226.7	\$115,617.00	\$62,342.50
Podhurst Orseck, P.A.	CLAVELO, TAILYN (Staff Attorney)	\$445.00	\$415.00	6 - Pleadings, Briefs and Legal Research	82.5	\$36,712.50	\$34,237.50
					82.5	\$36,712.50	\$34,237.50
Podhurst Orseck, P.A.	DEL RIEGO, ALISSA (Associate)	\$655.00	\$600.00	3 - Case Management and Litigation Strategy	82.2	\$53,841.00	\$49,320.00
				4 - Discovery	28.5	\$18,667.50	\$17,100.00
				6 - Pleadings, Briefs and Legal Research	93.6	\$61,308.00	\$56,160.00
				7 - Court Appearances and Preparation	5.7	\$3,733.50	\$3,420.00
					210	\$137,550.00	\$126,000.00
Podhurst Orseck, P.A.	FERNANDEZ ANDES, CHRIS (Paralegal)	\$345.00	\$275.00	2 - Investigations and Factual Research	4.2	\$1,449.00	\$1,155.00
				6 - Pleadings, Briefs and Legal Research	28.9	\$9,970.50	\$7,947.50
					33.1	\$11,419.50	\$9,102.50
Podhurst Orseck, P.A.	GRAVANTE, JOHN (Partner)	\$755.00	\$415.00	5 - Document Review	1	\$755.00	\$415.00
					1	\$755.00	\$415.00
Podhurst Orseck, P.A.	GRAVANTE, JOHN (Partner)	\$755.00	\$755.00	2 - Investigations and Factual Research	4.5	\$3,397.50	\$3,397.50
				3 - Case Management and Litigation Strategy	52.7	\$39,788.50	\$39,788.50
				4 - Discovery	68.9	\$52,019.50	\$52,019.50
				6 - Pleadings, Briefs and Legal Research	101.4	\$76,557.00	\$76,557.00
				7 - Court Appearances and Preparation	3.5	\$2,642.50	\$2,642.50
				12 - Settlement	8	\$6,040.00	\$6,040.00
					239	\$180,445.00	\$180,445.00
Podhurst Orseck, P.A.	LEVY, NATHALIE (Staff Attorney)	\$590.00	\$415.00	3 - Case Management and Litigation Strategy	20.1	\$11,859.00	\$8,341.50

Exhibit B - Summary of Hours and Costs Organized by Timekeeper

				6 - Pleadings, Briefs and Legal Research	81.2	\$47,908.00	\$33,698.00
					101.3	\$59,767.00	\$42,039.50
Podhurst Orseck, P.A.	LOPEZ, ALEJANDRO (Staff Attorney)	\$590.00	\$415.00	3 - Case Management and Litigation Strategy	0.5	\$295.00	\$207.50
					0.5	\$295.00	\$207.50
Podhurst Orseck, P.A.	MARSTON, VICTORIA (Staff Attorney)	\$445.00	\$415.00	6 - Pleadings, Briefs and Legal Research	90	\$40,050.00	\$37,350.00
					90	\$40,050.00	\$37,350.00
Podhurst Orseck, P.A.	PELL, STEPHANIE (Staff Attorney)	\$445.00	\$415.00	2 - Investigations and Factual Research	0.5	\$222.50	\$207.50
				3 - Case Management and Litigation Strategy	84.4	\$37,558.00	\$35,026.00
				4 - Discovery	1	\$445.00	\$415.00
				5 - Document Review	2736.6	\$1,217,787.00	\$1,135,689.00
				6 - Pleadings, Briefs and Legal Research	97.5	\$43,387.50	\$40,462.50
					2920	\$1,299,400.00	\$1,211,800.00
Podhurst Orseck, P.A.	PENELAS, CHRISTOPHER (Paralegal)	\$345.00	\$275.00	2 - Investigations and Factual Research	4.4	\$1,518.00	\$1,210.00
				6 - Pleadings, Briefs and Legal Research	14.4	\$4,968.00	\$3,960.00
					18.8	\$6,486.00	\$5,170.00
Podhurst Orseck, P.A.	PRIETO, PETER (Partner)	\$1,275.00	\$415.00	5 - Document Review	0.5	\$637.50	\$207.50
					0.5	\$637.50	\$207.50
Podhurst Orseck, P.A.	PRIETO, PETER (Partner)	\$1,275.00	\$895.00	3 - Case Management and Litigation Strategy	16.8	\$21,420.00	\$15,036.00
				4 - Discovery	1.5	\$1,912.50	\$1,342.50
				6 - Pleadings, Briefs and Legal Research	11.3	\$14,407.50	\$10,113.50
				7 - Court Appearances and Preparation	2.7	\$3,442.50	\$2,416.50
				12 - Settlement	1.5	\$1,912.50	\$1,342.50
					33.8	\$43,095.00	\$30,251.00
Podhurst Orseck, P.A.	RAFAELI, JOEY (Staff Attorney)	\$590.00	\$415.00	6 - Pleadings, Briefs and Legal Research	34.7	\$20,473.00	\$14,400.50
					34.7	\$20,473.00	\$14,400.50
Podhurst Orseck, P.A.	SPULAK, MATT (Staff Attorney)	\$755.00	\$415.00	5 - Document Review	5	\$3,775.00	\$2,075.00
				6 - Pleadings, Briefs and Legal Research	77	\$58,135.00	\$31,955.00
					82	\$61,910.00	\$34,030.00
Podhurst Orseck, P.A.	WAHAB, CHAFIC (Staff Attorney)	\$590.00	\$415.00	6 - Pleadings, Briefs and Legal Research	120.2	\$70,918.00	\$49,883.00
					120.2	\$70,918.00	\$49,883.00
Podhurst Orseck, P.A.	WEINSHALL, MATTHEW (Partner)	\$895.00	\$895.00	11 - Appeal	58	\$51,910.00	\$51,910.00
					58	\$51,910.00	\$51,910.00
Podhurst Orseck, P.A.	WEINSHALL, MATT (Partner)	\$755.00	\$755.00	3 - Case Management and Litigation Strategy	8.2	\$6,191.00	\$6,191.00
				4 - Discovery	0.5	\$377.50	\$377.50
				6 - Pleadings, Briefs and Legal Research	96.9	\$73,159.50	\$73,159.50
				7 - Court Appearances and Preparation	2.7	\$2,038.50	\$2,038.50
				12 - Settlement	1.5	\$1,132.50	\$1,132.50
					109.8	\$82,899.00	\$82,899.00
Podhurst Orseck, P.A.	YARZABAL, ILIANA (Paralegal)	\$345.00	\$275.00	2 - Investigations and Factual Research	5.8	\$2,001.00	\$1,595.00
				3 - Case Management and Litigation Strategy	169	\$58,305.00	\$46,475.00
				4 - Discovery	71.1	\$24,529.50	\$19,552.50
				6 - Pleadings, Briefs and Legal Research	42.4	\$14,628.00	\$11,660.00
				12 - Settlement	3.6	\$1,242.00	\$990.00
					291.9	\$100,705.50	\$80,272.50
Pritzker Levine LLP	CARACUZZO, BETHANY (Partner)	\$950.00	\$895.00	3 - Case Management and Litigation Strategy	8.6	\$8,170.00	\$7,697.00
				6 - Pleadings, Briefs and Legal Research	29.5	\$28,025.00	\$26,402.50
					38.1	\$36,195.00	\$34,099.50

Exhibit B - Summary of Hours and Costs Organized by Timekeeper

Pritzker Levine LLP	CORBITT, CAROLINE (Associate)	\$725.00	\$600.00	2 - Investigations and Factual Research	0.7	\$507.50	\$420.00
				3 - Case Management and Litigation Strategy	12.7	\$9,207.50	\$7,620.00
				6 - Pleadings, Briefs and Legal Research	8.4	\$6,090.00	\$5,040.00
					21.8	\$15,805.00	\$13,080.00
Pritzker Levine LLP	DOWALIBY, JOANNA (Paralegal)	\$295.00	\$275.00	3 - Case Management and Litigation Strategy	2	\$590.00	\$550.00
					2	\$590.00	\$550.00
Pritzker Levine LLP	HAGGARTY, HEATHER (Associate)	\$850.00	\$600.00	2 - Investigations and Factual Research	3	\$2,550.00	\$1,800.00
				3 - Case Management and Litigation Strategy	39.6	\$33,660.00	\$23,760.00
				4 - Discovery	0.2	\$170.00	\$120.00
				6 - Pleadings, Briefs and Legal Research	48	\$40,800.00	\$28,800.00
					90.8	\$77,180.00	\$54,480.00
Pritzker Levine LLP	LEVINE, JONATHAN (Partner)	\$1,100.00	\$895.00	2 - Investigations and Factual Research	0.3	\$330.00	\$268.50
				3 - Case Management and Litigation Strategy	131.3	\$144,430.00	\$117,513.50
				4 - Discovery	15.3	\$16,830.00	\$13,693.50
				6 - Pleadings, Briefs and Legal Research	97.5	\$107,250.00	\$87,262.50
				7 - Court Appearances and Preparation	32.8	\$36,080.00	\$29,356.00
					277.2	\$304,920.00	\$248,094.00
Pritzker Levine LLP	PRITZKER, ELIZABETH (Partner)	\$1,100.00	\$895.00	2 - Investigations and Factual Research	1	\$1,100.00	\$895.00
				3 - Case Management and Litigation Strategy	9.1	\$10,010.00	\$8,144.50
				6 - Pleadings, Briefs and Legal Research	7.8	\$8,580.00	\$6,981.00
					17.9	\$19,690.00	\$16,020.50
Pritzker Levine LLP	WHITNEY, ANNE (Associate)	\$700.00	\$415.00	5 - Document Review	360	\$252,000.00	\$149,400.00
					360	\$252,000.00	\$149,400.00
Pritzker Levine LLP	WHITNEY, ANNE (Associate)	\$700.00	\$600.00	3 - Case Management and Litigation Strategy	11.6	\$8,120.00	\$6,960.00
				6 - Pleadings, Briefs and Legal Research	14	\$9,800.00	\$8,400.00
					25.6	\$17,920.00	\$15,360.00
Robbins Geller Rudman and Dowd LLP	ALPERSTEIN, JASON (Partner)	\$840.00	\$840.00	3 - Case Management and Litigation Strategy	0.3	\$252.00	\$252.00
				4 - Discovery	2.8	\$2,352.00	\$2,352.00
				6 - Pleadings, Briefs and Legal Research	274.7	\$230,748.00	\$230,748.00
				7 - Court Appearances and Preparation	1	\$840.00	\$840.00
					278.8	\$234,192.00	\$234,192.00
Robbins Geller Rudman and Dowd LLP	BEALL, BRADLEY (Associate)	\$515.00	\$515.00	4 - Discovery	61.2	\$31,518.00	\$31,518.00
				6 - Pleadings, Briefs and Legal Research	554.3	\$285,464.50	\$285,464.50
				12 - Settlement	0.7	\$360.50	\$360.50
					616.2	\$317,343.00	\$317,343.00
Robbins Geller Rudman and Dowd LLP	BRANDON, KELLEY (Paralegal)	\$325.00	\$275.00	2 - Investigations and Factual Research	11.5	\$3,737.50	\$3,162.50
					11.5	\$3,737.50	\$3,162.50
Robbins Geller Rudman and Dowd LLP	BRITO, NICOLLE (Associate)	\$675.00	\$600.00	6 - Pleadings, Briefs and Legal Research	28.9	\$19,507.50	\$17,340.00
					28.9	\$19,507.50	\$17,340.00
Robbins Geller Rudman and Dowd LLP	COHEN, ALEXANDER (Associate)	\$560.00	\$560.00	3 - Case Management and Litigation Strategy	6.9	\$3,864.00	\$3,864.00
				4 - Discovery	2.9	\$1,624.00	\$1,624.00
				6 - Pleadings, Briefs and Legal Research	75.6	\$42,336.00	\$42,336.00
				7 - Court Appearances and Preparation	1.2	\$672.00	\$672.00
				8 - Experts/Consultants	55	\$30,800.00	\$30,800.00
					141.6	\$79,296.00	\$79,296.00
Robbins Geller Rudman and Dowd LLP	CURTISS, BROOKE (Staff Attorney)	\$440.00	\$415.00	3 - Case Management and Litigation Strategy	6.1	\$2,684.00	\$2,531.50
				6 - Pleadings, Briefs and Legal Research	1.1	\$484.00	\$456.50

Exhibit B - Summary of Hours and Costs Organized by Timekeeper

					7.2	\$3,168.00	\$2,988.00
Robbins Geller Rudman and Dowd LLP	DAVIDSON, STUART (Partner)	\$1,030.00	\$895.00	6 - Pleadings, Briefs and Legal Research	0.2	\$206.00	\$179.00
					0.2	\$206.00	\$179.00
Robbins Geller Rudman and Dowd LLP	DAVIS, ALINA (Associate)	\$675.00	\$600.00	3 - Case Management and Litigation Strategy	0.6	\$405.00	\$360.00
					0.6	\$405.00	\$360.00
Robbins Geller Rudman and Dowd LLP	DEARMAN, MARK (Partner)	\$1,100.00	\$895.00	2 - Investigations and Factual Research	3.8	\$4,180.00	\$3,401.00
				3 - Case Management and Litigation Strategy	28.2	\$31,020.00	\$25,239.00
				4 - Discovery	16.5	\$18,150.00	\$14,767.50
				6 - Pleadings, Briefs and Legal Research	111.6	\$122,760.00	\$99,882.00
				7 - Court Appearances and Preparation	33.8	\$37,180.00	\$30,251.00
				8 - Experts/Consultants	16.7	\$18,370.00	\$14,946.50
				12 - Settlement	0.8	\$880.00	\$716.00
					211.4	\$232,540.00	\$189,203.00
Robbins Geller Rudman and Dowd LLP	DONOVAN, BYRON (Staff Attorney)	\$440.00	\$415.00	5 - Document Review	9	\$3,960.00	\$3,735.00
					9	\$3,960.00	\$3,735.00
Robbins Geller Rudman and Dowd LLP	GELLER, PAUL (Partner)	\$1,375.00	\$895.00	3 - Case Management and Litigation Strategy	3.5	\$4,812.50	\$3,132.50
				6 - Pleadings, Briefs and Legal Research	9.4	\$12,925.00	\$8,413.00
				7 - Court Appearances and Preparation	0.1	\$137.50	\$89.50
					13	\$17,875.00	\$11,635.00
Robbins Geller Rudman and Dowd LLP	HANSON, KATINA (Paralegal)	\$410.00	\$275.00	3 - Case Management and Litigation Strategy	62.8	\$25,748.00	\$17,270.00
				6 - Pleadings, Briefs and Legal Research	85.1	\$34,891.00	\$23,402.50
				7 - Court Appearances and Preparation	3.8	\$1,558.00	\$1,045.00
					151.7	\$62,197.00	\$41,717.50
Robbins Geller Rudman and Dowd LLP	JENSEN, RACHEL (Partner)	\$985.00	\$895.00	3 - Case Management and Litigation Strategy	8.3	\$8,175.50	\$7,428.50
				4 - Discovery	34.9	\$34,376.50	\$31,235.50
				6 - Pleadings, Briefs and Legal Research	129.6	\$127,656.00	\$115,992.00
				7 - Court Appearances and Preparation	6.7	\$6,599.50	\$5,996.50
				8 - Experts/Consultants	4.1	\$4,038.50	\$3,669.50
					183.6	\$180,846.00	\$164,322.00
Robbins Geller Rudman and Dowd LLP	MARENCO, RICARDO (Associate)	\$540.00	\$540.00	2 - Investigations and Factual Research	5.3	\$2,862.00	\$2,862.00
				3 - Case Management and Litigation Strategy	27.9	\$15,066.00	\$15,066.00
				6 - Pleadings, Briefs and Legal Research	140.5	\$75,870.00	\$75,870.00
				7 - Court Appearances and Preparation	1	\$540.00	\$540.00
					174.7	\$94,338.00	\$94,338.00
Robbins Geller Rudman and Dowd LLP	PUERTO, PATRICIA (Paralegal)	\$410.00	\$275.00	2 - Investigations and Factual Research	1.5	\$615.00	\$412.50
				3 - Case Management and Litigation Strategy	9.1	\$3,731.00	\$2,502.50
				4 - Discovery	1.4	\$574.00	\$385.00
				6 - Pleadings, Briefs and Legal Research	10.5	\$4,305.00	\$2,887.50
					22.5	\$9,225.00	\$6,187.50
Robbins Geller Rudman and Dowd LLP	SAWYER, MAXWELL (Associate)	\$475.00	\$475.00	3 - Case Management and Litigation Strategy	0.2	\$95.00	\$95.00
				4 - Discovery	4.8	\$2,280.00	\$2,280.00
				6 - Pleadings, Briefs and Legal Research	323.9	\$153,852.50	\$153,852.50
				7 - Court Appearances and Preparation	0.6	\$285.00	\$285.00
					329.5	\$156,512.50	\$156,512.50
Robbins Geller Rudman and Dowd LLP	SCIALPI, FACUNDO (Associate)	\$465.00	\$465.00	3 - Case Management and Litigation Strategy	0.5	\$232.50	\$232.50
				4 - Discovery	5.6	\$2,604.00	\$2,604.00
				6 - Pleadings, Briefs and Legal Research	52.6	\$24,459.00	\$24,459.00

				8 - Experts/Consultants	1	\$465.00	\$465.00
					59.7	\$27,760.50	\$27,760.50
Robbins Geller Rudman and Dowd LLP	TACK, DEBORAH (Paralegal)	\$410.00	\$275.00	3 - Case Management and Litigation Strategy	9.4	\$3,854.00	\$2,585.00
				4 - Discovery	1.7	\$697.00	\$467.50
				6 - Pleadings, Briefs and Legal Research	12.5	\$5,125.00	\$3,437.50
					23.6	\$9,676.00	\$6,490.00
Robbins Geller Rudman and Dowd LLP	TAYLOR, LINDSEY (Partner)	\$1,200.00	\$895.00	3 - Case Management and Litigation Strategy	0.3	\$360.00	\$268.50
				6 - Pleadings, Briefs and Legal Research	23.3	\$27,960.00	\$20,853.50
					23.6	\$28,320.00	\$21,122.00
Robins Kaplan, LLP	ADLER, NICHOLAS J. (Paralegal)	\$435.00	\$275.00	2 - Investigations and Factual Research	1.5	\$652.50	\$412.50
					1.5	\$652.50	\$412.50
Robins Kaplan, LLP	BERNHAGEN, NICOLE R. (Paralegal)	\$390.00	\$275.00	3 - Case Management and Litigation Strategy	8.1	\$3,159.00	\$2,227.50
					8.1	\$3,159.00	\$2,227.50
Robins Kaplan, LLP	HURT, J. AUSTIN (Of Counsel)	\$1,050.00	\$415.00	5 - Document Review	2	\$2,100.00	\$830.00
					2	\$2,100.00	\$830.00
Robins Kaplan, LLP	HURT, J. AUSTIN (Of Counsel)	\$1,050.00	\$895.00	2 - Investigations and Factual Research	48.4	\$50,820.00	\$43,318.00
				3 - Case Management and Litigation Strategy	226.8	\$238,140.00	\$202,986.00
				4 - Discovery	163.6	\$171,780.00	\$146,422.00
				6 - Pleadings, Briefs and Legal Research	581.6	\$610,680.00	\$520,532.00
				7 - Court Appearances and Preparation	4.9	\$5,145.00	\$4,385.50
					1025.3	\$1,076,565.00	\$917,643.50
Robins Kaplan, LLP	HURT, J. AUSTIN (Partner)	\$1,050.00	\$415.00	5 - Document Review	0.4	\$420.00	\$166.00
					0.4	\$420.00	\$166.00
Robins Kaplan, LLP	HURT, J. AUSTIN (Partner)	\$1,050.00	\$895.00	3 - Case Management and Litigation Strategy	21.1	\$22,155.00	\$18,884.50
				4 - Discovery	164.6	\$172,830.00	\$147,317.00
				7 - Court Appearances and Preparation	0.5	\$525.00	\$447.50
				11 - Appeal	0.7	\$735.00	\$626.50
				12 - Settlement	2	\$2,100.00	\$1,790.00
					188.9	\$198,345.00	\$169,065.50
Robins Kaplan, LLP	KOZEN, GEOFFREY H. (Associate)	\$990.00	\$600.00	6 - Pleadings, Briefs and Legal Research	171.2	\$169,488.00	\$102,720.00
					171.2	\$169,488.00	\$102,720.00
Robins Kaplan, LLP	LARSON, TAMARA L. (Staff Attorney)	\$365.00	\$365.00	5 - Document Review	0.1	\$36.50	\$36.50
					0.1	\$36.50	\$36.50
Robins Kaplan, LLP	NADEM, KATHLEEN M. (Staff Attorney)	\$255.00	\$255.00	2 - Investigations and Factual Research	3.6	\$918.00	\$918.00
					3.6	\$918.00	\$918.00
Robins Kaplan, LLP	PACELLI, MICHAEL J. (Associate)	\$795.00	\$600.00	2 - Investigations and Factual Research	0.7	\$556.50	\$420.00
				3 - Case Management and Litigation Strategy	73.1	\$58,114.50	\$43,860.00
				4 - Discovery	106.3	\$84,508.50	\$63,780.00
				6 - Pleadings, Briefs and Legal Research	650.2	\$516,909.00	\$390,120.00
				7 - Court Appearances and Preparation	10	\$7,950.00	\$6,000.00
					840.3	\$668,038.50	\$504,180.00
Robins Kaplan, LLP	POTTER, ANN M. (Paralegal)	\$410.00	\$275.00	2 - Investigations and Factual Research	30.5	\$12,505.00	\$8,387.50
				3 - Case Management and Litigation Strategy	13.4	\$5,494.00	\$3,685.00
				4 - Discovery	14.6	\$5,986.00	\$4,015.00
				6 - Pleadings, Briefs and Legal Research	20.6	\$8,446.00	\$5,665.00
					79.1	\$32,431.00	\$21,752.50
Robins Kaplan, LLP	SLAUGHTER, STACEY P. (Partner)	\$1,280.00	\$415.00	5 - Document Review	1.6	\$2,048.00	\$664.00

Exhibit B - Summary of Hours and Costs Organized by Timekeeper

					1.6	\$2,048.00	\$664.00
Robins Kaplan, LLP	SLAUGHTER, STACEY P. (Partner)	\$1,280.00	\$895.00	2 - Investigations and Factual Research	5.6	\$7,168.00	\$5,012.00
				3 - Case Management and Litigation Strategy	112.9	\$144,512.00	\$101,045.50
				4 - Discovery	48.7	\$62,336.00	\$43,586.50
				6 - Pleadings, Briefs and Legal Research	332.1	\$425,088.00	\$297,229.50
				7 - Court Appearances and Preparation	41.4	\$52,992.00	\$37,053.00
				11 - Appeal	0.4	\$512.00	\$358.00
				12 - Settlement	1.3	\$1,664.00	\$1,163.50
					542.4	\$694,272.00	\$485,448.00
Robins Kaplan, LLP	SOTTORFF, FELIPE (Staff Attorney)	\$255.00	\$255.00	2 - Investigations and Factual Research	3	\$765.00	\$765.00
					3	\$765.00	\$765.00
Robins Kaplan, LLP	WILSON, STACEY (Staff Attorney)	\$400.00	\$400.00	4 - Discovery	1	\$400.00	\$400.00
					1	\$400.00	\$400.00
Robins Kaplan, LLP	ZABEL, RICHARD R. (Paralegal)	\$930.00	\$275.00	6 - Pleadings, Briefs and Legal Research	3.7	\$3,441.00	\$1,017.50
					3.7	\$3,441.00	\$1,017.50
Seeger Weiss LLP	ARTEAGA, ALEXANDRA (Paralegal)	\$395.00	\$275.00	3 - Case Management and Litigation Strategy	3.6	\$1,422.00	\$990.00
					3.6	\$1,422.00	\$990.00
Seeger Weiss LLP	AYERS, CHRISTOPHER (Partner)	\$1,075.00	\$895.00	2 - Investigations and Factual Research	5.1	\$5,482.50	\$4,564.50
				3 - Case Management and Litigation Strategy	29.5	\$31,712.50	\$26,402.50
				4 - Discovery	34.7	\$37,302.50	\$31,056.50
				6 - Pleadings, Briefs and Legal Research	26.3	\$28,272.50	\$23,538.50
				8 - Experts/Consultants	4	\$4,300.00	\$3,580.00
					99.6	\$107,070.00	\$89,142.00
Seeger Weiss LLP	AZARIAN, NICOLE (Paralegal)	\$275.00	\$275.00	2 - Investigations and Factual Research	2.5	\$687.50	\$687.50
				4 - Discovery	4.9	\$1,347.50	\$1,347.50
					7.4	\$2,035.00	\$2,035.00
Seeger Weiss LLP	KRAMER, LESLIE (Paralegal)	\$295.00	\$275.00	2 - Investigations and Factual Research	15.1	\$4,454.50	\$4,152.50
				3 - Case Management and Litigation Strategy	19.5	\$5,752.50	\$5,362.50
				4 - Discovery	19.3	\$5,693.50	\$5,307.50
				6 - Pleadings, Briefs and Legal Research	33.7	\$9,941.50	\$9,267.50
					87.6	\$25,842.00	\$24,090.00
Seeger Weiss LLP	ROINICK, SUSAN (Staff Attorney)	\$575.00	\$415.00	4 - Discovery	6.3	\$3,622.50	\$2,614.50
					6.3	\$3,622.50	\$2,614.50
Seeger Weiss LLP	SAFDAR, HUMAIRA (Associate)	\$525.00	\$525.00	2 - Investigations and Factual Research	0.7	\$367.50	\$367.50
				4 - Discovery	4.3	\$2,257.50	\$2,257.50
					5	\$2,625.00	\$2,625.00
Seeger Weiss LLP	SCULLION, JENNIFER (Partner)	\$850.00	\$850.00	3 - Case Management and Litigation Strategy	3.8	\$3,230.00	\$3,230.00
					3.8	\$3,230.00	\$3,230.00
Seeger Weiss LLP	SEEGER, CHRISTOPHER (Partner)	\$985.00	\$895.00	3 - Case Management and Litigation Strategy	1.5	\$1,477.50	\$1,342.50
					1.5	\$1,477.50	\$1,342.50
Seeger Weiss LLP	TAWIL, DAVID (Associate)	\$675.00	\$600.00	4 - Discovery	10.8	\$7,290.00	\$6,480.00
					10.8	\$7,290.00	\$6,480.00
Seeger Weiss LLP	TYJER, SABRINA (Paralegal)	\$395.00	\$275.00	2 - Investigations and Factual Research	3.4	\$1,343.00	\$935.00
				4 - Discovery	5.2	\$2,054.00	\$1,430.00
					8.6	\$3,397.00	\$2,365.00
GRAND TOTALS:					117717.6	\$71,668,755.50	\$61,222,566.50

1
2
3
4
5
6
7
8
9
10
11
**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

12 *In re ZF-TRW Airbag Control Units*
13 *Products Liability Litigation*

14 ALL CASES AGAINST THE
15 HYUNDAI-KIA DEFENDANTS

Case No.: 2:19-ml-02905-JAK-MRW

MDL No. 2905

16 **DECLARATION OF**
17 **JENNIFER M. KEOUGH RE:**
18 **SETTLEMENT NOTICE**
19 **PROGRAM**

1 I, JENNIFER M. KEOUGH, declare and state as follows:

2
3 1. I am the Chief Executive Officer, President, and Co-Founder of JND Legal
4 Administration LLC (“JND”). JND is a legal administration services provider with
5 headquarters located in Seattle, Washington. JND has extensive experience with all
6 aspects of legal administration and has administered hundreds of class action
7 settlements. As the CEO and President, I am involved in all facets of JND’s operations,
8 including monitoring the implementation of our notice and claims administration
9 programs. A comprehensive description of my experience is attached as **Exhibit A**.

10 2. This Declaration is based on my personal knowledge, as well as upon
11 information provided to me by experienced JND employees and the Parties, and, if
12 called upon to do so, I could and would testify competently thereto.

13 3. I submit this Declaration at the request of the Parties in the above-
14 referenced action to describe the proposed program for providing notice to Class
15 Members (the “Notice Program”) and address why it is consistent with other best
16 practicable court-approved notice programs and the requirements of Rule 23 of the
17 Federal Rules of Civil Procedure (“Rule 23”), the Due Process Clause of the United
18 States Constitution, and the Federal Judicial Center (“FJC”) guidelines for best
19 practicable due process notice.

20 **BACKGROUND EXPERIENCE**

21 4. JND is a leading legal administration services provider with offices
22 throughout the United States and its headquarters in Seattle, Washington. JND’s class
23 action division provides all services necessary for the effective implementation of class
24 actions including: (1) all facets of legal notice, such as outbound mailing, email
25 notification, and the design and implementation of media programs; (2) website design
26 and deployment, including online claim filing capabilities; (3) call center and other
27 contact support; (4) secure class member data management; (5) paper and electronic
28

1 claims processing; (6) calculation design and programming; (7) payment disbursements
2 through check, wire, PayPal, merchandise credits, and other means; (8) qualified
3 settlement fund tax reporting; (9) banking services and reporting; and (10) all other
4 functions related to the secure and accurate administration of class actions.

5 5. JND is an approved vendor for the United States Securities and Exchange
6 Commission, the Federal Trade Commission, and the Consumer Financial Protection
7 Bureau. In addition, we have worked with other government agencies including the U.S.
8 Equal Employment Opportunity Commission, the Office of the Comptroller of the
9 Currency, the Federal Deposit Insurance Corporation, the Federal Communications
10 Commission, the Department of Justice, and the Department of Labor. We also have
11 Master Services Agreements with various corporations and banks, which were only
12 awarded after JND underwent rigorous reviews of our systems, privacy policies, and
13 procedures. JND has been certified as SOC 2 Type 2 compliant by noted accounting
14 firm Moss Adams.¹

15 6. JND has been recognized by various publications, including the *National*
16 *Law Journal*, the *Legal Times*, and the *New York Law Journal*, for excellence in class
17 action administration. JND was named the #1 Class Action Claims Administrator in the
18 U.S. by the national legal community for multiple consecutive years and was inducted
19 into the *National Law Journal* Hall of Fame for the last three years for having held this
20 title. JND was also recognized as the Most Trusted Class Action Administration
21 Specialists in the Americas by *New World Report* (formerly *U.S. Business News*) in the
22 publication's 2022 Legal Elite Awards program.

23 7. The principals of JND, including me, collectively have over 80 years of
24 experience in class action legal and administrative fields. JND has overseen claims
25 processes for some of the largest legal claims administration matters in the country's
26

27 ¹ As a SOC 2 Compliant organization, JND has passed an audit under AICPA criteria
28 for providing data security.

1 history, and regularly prepare and implement court approved notice and administration
2 campaigns throughout the United States.

3 8. JND was appointed as the notice and claims administrator in the landmark
4 \$2.67 billion Blue Cross Blue Shield antitrust settlement, in which we mailed over 100
5 million postcard notices; sent hundreds of millions of email notices and reminders;
6 placed notice via print, television, radio, internet and more; received and processed
7 more than eight million claims; and staffed the call center with more than 250 agents
8 during the peak notice program. JND was also appointed the settlement administrator
9 in the \$1.3 billion Equifax Data Breach Settlement where we received more than 18
10 million claims. Email notice was sent twice to over 140 million class members, the
11 interactive website received more than 130 million hits, and a call center was staffed
12 with approximately 500 agents at the peak of call volume.

13 9. Other large JND matters include a voluntary remediation program in
14 Canada on behalf of over 30 million people; the \$1.5 billion Mercedes-Benz Emissions
15 Settlements; the \$120 million GM Ignition Switch Settlement, where we sent notice to
16 nearly 30 million class members and processed over 1.5 million claims; the \$215
17 million USC Student Health Center Settlement on behalf of women who were sexually
18 abused by a doctor at USC, and the recent National Association of Realtors (“Realtors”)
19 settlements totaling over \$1 billion thus far. Our notice campaigns are regularly
20 approved by courts throughout the United States.

21 10. In addition to the above, JND handled notice and claims administration
22 tasks for the following motor vehicle cases: *Aberin v. Am. Honda Motor Co., Inc.*, No.
23 16-cv-04384-JST (N.D. Cal.); *Amin v. Mercedes-Benz USA, LLC*, No. 17-cv-01701-
24 AT (N.D. Ga.); *Express Freight Int’l v. Hino Motors, Ltd.*, No. 22-cv-22483 (S.D. Fla.);
25 *Gjonbalaj v. Volkswagen Grp. of Am., Inc.*, No. 19-cv-07165-BMC (E.D.N.Y.); *Gomez*
26 *v. Mycles Cycles, Inc.*, No. 37-2015-00043311-CU-BT-CTL (Cal. Super. Ct.); *In re*
27 *MyFord Touch Consumer Litig.*, No. 13-cv-3072 (EMC) (N.D. Cal.); *In re Navistar*
28

1 *MaxxForce Engines Mktg., Sales Practices and Prods. Liab. Litig.*, No. 14-cv-10318
2 (N.D. Ill.); *In re: Subaru Battery Drain Prods. Liab.*, No. 20-cv-03095-JHR-MJS
3 (D.N.J.); *In re Volkswagen "Clean Diesel" Mktg., Sales Practice and Prods. Liab.*
4 *Litig.*, No. MDL 2672 CRB (N.D. Cal.); *Khona v. Subaru of Am., Inc.*, No. 19-cv-
5 09323-RMB-AMD (D.N.J.); *Kommer v. Ford Motor Co.*, No. 17-cv-296 (N.D.N.Y.);
6 *Patrick v. Volkswagen Grp. of Am., Inc.*, No. 19-cv-01908-MCS-ADS (C.D. Cal.);
7 *Pinon v. Mercedes-Benz USA, LLC and Daimler AG*, No. 18-cv-3984 (N.D. Ga.);
8 *Udeen v. Subaru of America, Inc.*, No. 18-cv-17334- RBK-JS (D.N.J.); as well as others.
9 Specifically related to this matter, on November 1, 2024, this Court approved JND as
10 the Settlement Administrator with Defendant Mitsubishi (Dkt. 983).

11 11. JND's Legal Notice Team researches, designs, develops, and implements
12 a wide array of legal notice programs to meet the requirements of Rule 23 and relevant
13 state court rules. In addition to providing notice directly to potential class members
14 through direct mail and email, our media campaigns, which are regularly approved by
15 courts throughout the United States, have used a variety of media including newspapers,
16 press releases, magazines, trade journals, radio, television, social media, and the internet
17 depending on the circumstances and allegations of the case, the demographics of the
18 class, and the habits of its members, as reported by various research and analytics tools.
19 During my career, I have submitted hundreds of declarations to courts throughout the
20 country attesting to the creation and launch of various notice programs.

21 **CASE BACKGROUND**

22 12. The objective of the proposed Notice Program is to provide the best notice
23 practicable, consistent with the methods and tools employed in other court-approved
24 notice programs and to allow Class Members the opportunity to review a plain language
25 notice with the ability to easily take the next step and learn more about the Settlement.

26 13. The Class or Class Members consist of all persons or entities who or
27 which, on the date of the preliminary approval order, own or lease, or previously owned
28

1 or leased, Hyundai and Kia Class Vehicles that were originally sold or leased in the
2 United States or any of its territories or possessions. The Hyundai and Kia Class
3 Vehicles are the 2011-2019 Hyundai Sonata, 2011-2019 Hyundai Sonata Hybrid, 2018-
4 2023 Hyundai Kona, 2022-2023 Hyundai Kona N, 2019-2021 Hyundai Veloster, 2010-
5 2013 Kia Forte, 2010-2013 Kia Forte Koup, 2011-2020 Kia Optima, 2011-2016 Kia
6 Optima Hybrid, and 2011-2012, 2014 Kia Sedona.

7 14. Excluded from this Class are: (a) Hyundai and Kia, their officers, directors,
8 employees, and outside counsel; their affiliates and affiliates' officers, directors, and
9 employees; their distributors and distributors' officers and directors; and Hyundai's and
10 Kia's Dealers and their officers and directors; (b) Hyundai Mobis Co., Ltd. and Mobis
11 Parts America, LLC, their officers, directors employees, and outside counsel, and their
12 affiliates and affiliates' officers, directors, and employees; (c) Settlement Class
13 Counsel, Plaintiffs' counsel, and their employees; (d) Judicial officers and their
14 immediate family members and associated court staff assigned to this case; (e) Persons
15 or entities who previously released their economic loss claims with respect to the issues
16 raised in the Action in an individual settlement with Hyundai and Kia, with Hyundai
17 Mobis Co., Ltd. or Mobis Parts America, LLC, or with any of them; and (f) Persons or
18 entities who or which timely and properly exclude themselves from the Class.

19 **NOTICE PROGRAM OVERVIEW**

20 15. The proposed Notice Program includes the following components, as
21 further described in the sections below:

- 22 a. Direct email notice to all Class Members for whom a valid email
23 address is obtained;
- 24 b. Direct mail notice to all known Class Members for whom an email
25 notice bounces back undeliverable or for whom an email address is not obtained;
- 26 c. Reminder notices, if necessary to stimulate claims, via email and
27 mail during the claims period;
- 28

1 d. Supplemental digital notice that will utilize focused targeting, as
2 well as a custom audience list match of Class Member data via the Google
3 Display Network (“GDN”),² Facebook, and Instagram;

4 e. An internet search campaign;

5 f. Distribution of a national press release in the U.S. and its territories
6 or possessions;

7 g. A Settlement website, www.ACUSettlement.com, that will provide
8 detailed information about the Settlement and important case documents,
9 including the Settlement Agreement and its exhibits, the Short Form and Long
10 Form Notices, a list of important deadlines, a VIN Lookup tool to check
11 Settlement Class Vehicle eligibility, and a Claim Form that may be submitted
12 electronically or printed and mailed; and

13 h. A Settlement toll-free number, post office box, and email address
14 through which Class Members may obtain more information about the Settlement
15 and request that the Long Form Notice and/or Claim Form be sent to them.

16 16. The FJC’s Judges’ Class Action Notice and Claims Process Checklist and
17 Plain Language Guide considers a notice plan to be effective if it has a high reach (above
18 70%). The proposed Notice Program expected to reach the vast majority of Class
19 Members and far exceed the 70% benchmark. Based on my experience in developing
20 and implementing class notice programs, I believe the proposed Notice Program will
21 provide the best notice practicable under the circumstances and is designed to reach
22 virtually all Class Members.

23 17. Each component of the proposed Notice Program is described in more
24 detail in the sections below.

25
26
27
28 ² The Google Display Network is a vast network that reaches over 90% of internet users.

DIRECT MAIL AND EMAIL NOTICE EFFORT

18. An adequate notice program needs to satisfy “due process” when reaching a class. The United States Supreme Court, in *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974), stated that direct notice (when possible) is the preferred method for reaching a class. In addition, Rule 23(c)(2) of the Federal Rules of Civil Procedure provides that “the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice may be by one or more of the following: United States mail, electronic means, or other appropriate means.”

19. As a result, JND will send an Email Notice, attached as **Exhibit B**, to all Class Members for whom a valid email address is obtained. JND will mail a Postcard Notice, attached as **Exhibit C**, to all known Class Members for whom an Email Notice bounces back undeliverable or for whom a valid email address is not obtained.

20. Defendants will provide a list of eligible VINs to JND. JND will use the VINs to work with third-party data aggregation services to acquire potential Class Members’ contact information from the Departments of Motor Vehicles (“DMVs”) for all current and previous owners and lessees of the Hyundai and Kia Class Vehicles. The contact information gained using this process is considered particularly reliable because owners and lessees must maintain accurate and up-to-date contact information to pay vehicle registration fees and keep driver licenses and voter registrations current. JND will also receive Hyundai and Kia Class Vehicle registration information, including, but not limited to, registration date, year, make, and model of the vehicle through the DMV data. The registration information will identify whether the individual purchased the vehicle new or used and whether the individual currently owns the vehicle.

21. After receiving the contact and VIN information from the DMVs, JND will promptly load the information into a case-specific database for the Settlement. JND employs appropriate administrative, technical and physical controls designed to ensure

1 the confidentiality and protection of Class Member data, as well as to reduce the risk of
2 loss, misuse, or unauthorized access, disclosure, or modification of the data.

3 22. Once the data is loaded, JND will identify any undeliverable addresses or
4 duplicate records from the data and assign a unique identification number (“Unique ID”) to
5 each Class Member to identify them throughout the administration process.

6 23. JND will conduct a sophisticated email append process to obtain email
7 addresses for all potential Class Members. Prior to sending the Email Notice, JND will
8 evaluate the email for potential spam language to improve deliverability. This process
9 includes running the email through spam testing software, DKIM³ for sender
10 identification and authorization, and hostname evaluation. Additionally, we will check
11 the send domain against the 25 most common IPv4 blacklists.⁴

12 24. JND uses industry-leading email solutions to achieve the most efficient
13 email notification campaigns. Our Data Team is staffed with email experts and software
14 solution teams to conform each notice program to the particulars of the case. JND
15 provides individualized support during the program and manages our sender reputation
16 with the Internet Service Providers (“ISPs”). For each of our programs, we analyze the
17 program’s data and monitor the ongoing effectiveness of the notification campaign,
18 adjusting the campaign as needed. These actions ensure the highest possible
19 deliverability of the email campaign so that more potential Class Members receive
20 notice.

21 25. For each email campaign, including this one, JND will utilize a verification
22 program to eliminate invalid email and spam traps that would otherwise negatively
23

24 ³ DomainKeys Identified Mail, or DKIM, is a technical standard that helps protect email
25 senders and recipients from spam, spoofing, and phishing.

26 ⁴ IPv4 address blacklisting is a common practice. To ensure that the addresses being used
27 are not blacklisted, a verification is performed against well-known IP blacklist databases.
28 A blacklisted address affects the reputation of a company and could cause an acquired IP
addresses to be blocked.

1 impact deliverability. We will then clean the list of email addresses for formatting and
2 incomplete addresses to further identify all invalid email addresses.

3 26. To ensure readability of the email, our team will review and format the
4 body content into a structure that is applicable to all email platforms, allowing the email
5 to pass easily to the recipient. Before launching the email campaign, we will send a test
6 email to multiple ISPs and open and test the email on multiple devices (iPhones,
7 Android phones, desktop computers, tablets, etc.) to ensure the email opens as expected.

8 27. Additionally, JND will include an “unsubscribe” link at the bottom of the
9 email to allow Class Members to opt out of any additional email notices from JND.
10 This step is essential to maintain JND’s good reputation among the ISPs and reduce
11 complaints relating to the email campaign.

12 28. Emails that are returned to JND are generally characterized as either “Hard
13 Bounces” or “Soft Bounces.” A Hard Bounce occurs when the ISP rejects the email due
14 to a permanent reason such as the email account is no longer active. A Soft Bounce
15 occurs when the email is rejected for temporary reasons, such as the recipient’s email
16 address inbox is full.

17 29. When an email is returned due to a Soft Bounce, JND attempts to re-send
18 the Email Notice up to three additional times to secure deliverability. If the Soft Bounce
19 email continues to be returned after the third re-send, the email is considered
20 undeliverable. Emails that result in a Hard Bounce are also considered undeliverable.

21 30. As noted above, in addition to the Email Notice, JND will mail a Postcard
22 Notice to all known Class Members for whom an Email Notice bounces back
23 undeliverable or for whom a valid email address is not obtained.

24 31. Prior to mailing the Postcard Notice, JND will perform advanced address
25 research using skip-trace databases and the United States Postal Service (“USPS”)
26
27
28

1 National Change of Address (“NCOA”) database⁵ to update addresses. JND will track
2 all notices returned undeliverable by the USPS and will promptly re-mail notices that
3 are returned with a forwarding address. In addition, JND will take reasonable efforts to
4 research and determine if it is possible to reach a Class Member for whom a notice is
5 returned without a forwarding address, either by mailing to a more recent mailing
6 address or using available skip-tracing tools to identify a new mailing address and/or an
7 email address at which the potential Class Member may be reached, if an email was not
8 already sent.

9 32. We estimate that the direct notice effort alone will reach the vast majority
10 of the Class.

11 **REMINDER NOTICE**

12 33. If necessary to stimulate claims, reminder notices will be sent to identified
13 Class Members that have not submitted a claim, opted out of the Class, or unsubscribed
14 from the email campaign. JND will confer with the Parties regarding the necessity and
15 specific timing of any reminder notices to avoid logistical difficulties and to optimize
16 effectiveness. If the Parties agree that reminder notices are necessary, the content of the
17 reminder notice will be materially the same as the initial direct notice but will include
18 a reminder to the Class Member that they have not yet filed a claim and need to do so
19 in order to receive a payment pursuant to the Settlement. The language will also be
20 adjusted to remove any deadlines that have passed. Reminders will first be attempted
21 via email to Class Members with valid email addresses. Class Members without a valid
22 email address or whose emailed reminder is undeliverable will be mailed a reminder.

23
24
25
26 _____
27 ⁵ The NCOA database is the official USPS technology product which makes changes
28 of address information available to mailers to help reduce undeliverable mail pieces
before mail enters the mail stream.

SUPPLEMENTAL DIGITAL NOTICE

34. JND will supplement the direct notice effort with a targeted digital effort to extend reach further. Copies of the digital ads are attached as **Exhibit D**.

35. JND proposes serving approximately 21 million digital impressions over four weeks to adults in the U.S. and its territories or possessions via GDN, Facebook, and Instagram based on the targeting strategies outlined below.⁶

a. **GDN** activity will specifically target users who have an interest in Hyundai and Kia vehicles, Hyundai Motor America, Kia America, Inc., and the Hyundai Sonata, the Hyundai Kona, the Hyundai Veloster, the Kia Forte, the Kia Optima, and the Kia Sedona. GDN activity will also specifically target users who have recently searched Google for relevant keywords such as Kia Sedona recall, Hyundai Sonata recall, Hyundai Sonata hybrid, Hyundai Sonata, Kia Sedona, Kia Optima hybrid, Kia Optima recall, Hyundai recall, Kia recall, Kia Forte, Kia Forte Coup, Hyundai airbag, and Kia airbag.

b. **Facebook/Instagram** activity will target users who have an interest in Hyundai and Kia vehicles, Hyundai Motor America, Kia America, Inc., the Hyundai Sonata, the Hyundai Veloster, the Kia Forte, and the Kia Optima.

c. **Custom Audience Targeting** begins with JND providing the platforms with Class Member data containing first and last names and at least two of the following: phone numbers, email addresses, and/or postal addresses. GDN will match the provided Class Member data with their own first-party data which they collect through Gmail, YouTube, Chrome registrations, etc. Likewise, Facebook/Instagram will match the provided Class Member data with their account user data. All matches will be added to a “Custom Audience” list. Ads will then be

⁶ Impressions or Exposures are the total number of opportunities to be exposed to a media vehicle or combination of media vehicles containing a notice. Impressions are a gross or cumulative number that may include the same person more than once. As a result, impressions can and often do exceed the population size.

1 served to the Custom Audience while they are active on GDN, Facebook, and
2 Instagram over the course of the campaign. The matched Class Member must be
3 active on GDN, Facebook, or Instagram during the campaign period in order to be
4 served an ad. The Class Member data will not be used for any purpose other than
5 the customer match campaign.

6 36. The digital activity will be served across all devices (desktop, laptop, tablet
7 and mobile), with a heavy emphasis on mobile devices. The digital ads will include an
8 embedded link to the Settlement Website, where Class Members may access more
9 information about the case, including the Long Form Notice, as well as file a claim
10 electronically.

11 **INTERNET SEARCH CAMPAIGN**

12 37. Given that web browsers frequently default to a search engine page, search
13 engines are a common source to get to a specific website (as opposed to typing the
14 desired URL in the navigation bar). As a result, JND plans to implement an internet
15 search campaign to assist interested Class Members in finding the Settlement Website.

16 38. A custom keyword and ad group list will be generated based on content on
17 the Settlement Website landing page, as well as other case information. Keywords are
18 words/phrases that are bid on when they match the search term (or a variation of the
19 search term) a person types into their Google search bar. When a search term matches
20 a keyword or phrase, a Responsive Search Ad (RSA) may be served, generating a
21 tailored message relevant to the search term. RSAs utilize machine learning to pair
22 various combinations of ad copy (headlines and descriptions) based on which groupings
23 have worked well previously (i.e., produced a strong CTR/conversion performance),
24 and what the platform anticipates will generate the ideal results for the unique searcher.
25 When the RSA is clicked, the visitor will be redirected to the Settlement Website where
26 they can get more information, as well as file a claim electronically.

27 39. The RSAs are attached as **Exhibit E**.

PRESS RELEASE

40. To further assist in getting “word of mouth” out about the Settlement, JND proposes the distribution of a press release at the start of the campaign to over 5,000 media outlets throughout the U.S. and its territories or possessions.

41. A copy of the press release is attached as **Exhibit F**.

SETTLEMENT WEBSITE

42. JND will establish and maintain the informational case-specific Settlement Website, www.ACUSettlement.com. It will have an easy-to-navigate design that will be formatted to emphasize important information and deadlines and will provide links to important case documents, including the Long Form Notice and Claim Form, attached as **Exhibit G** and **Exhibit H**, as well as information on how potential Class Members can opt out or object to the Settlement, if they choose. The website will also include an online claim portal to facilitate the electronic submission of Settlement Claims and a VIN lookup tool to check Hyundai and Kia Class Vehicle eligibility. The website address will be prominently displayed in all printed notice documents and will be accessible through the digital notices and the QR code inserted in the mailed notice.

43. The Settlement Website will feature an online Claim Form (“OCF”) with document upload capabilities for the submission of claims. If a user logs in to the OCF with their Unique ID, JND will prepopulate the OCF with the Class Members’ name and VIN. JND will work with the Parties to design the online claim submission process to be streamlined and efficient for Class Members. Additionally, a Claim Form will be posted on the website for download for Class Members who prefer to submit a Claim Form by mail.

44. The Settlement Website will be ADA-compliant and optimized for mobile visitors so that information loads quickly on mobile devices. It will be designed to maximize search engine optimization through Google and other search engines.

1 Keywords and natural language search terms will be included in the site's metadata to
2 maximize search engine rankings.

3 **TOLL-FREE NUMBER, P.O. BOX, AND EMAIL ADDRESS**

4 45. JND will establish and maintain a 24-hour, toll-free telephone line that
5 Class Members may call to obtain information about the Settlement. Live operators will
6 be available during business hours to answer Class Members' questions and assist with
7 claim filing.

8 46. JND will also establish a dedicated email address and post office box to
9 receive and respond to Class Member correspondence.

10 **NOTICE DESIGN AND CONTENT**

11 47. The proposed notice documents are designed to comply with Rule 23's
12 guidelines for class action notices and the FJC's *Judges' Class Action Notice and Claims*
13 *Process Checklist and Plain Language Guide*. The notices contain easy-to-read
14 summaries of the instructions on how to obtain more information about the case and
15 direct potential Class Members to the Settlement Website, where the Long Form Notice
16 and other case documents will be posted. Courts routinely approve notices that have been
17 written and designed in a similar manner.

18 **REACH**

19 48. Based on JND's experience with automotive settlements, we expect the
20 direct notice effort alone to reach virtually all Class Members. The reminder notice
21 effort, supplemental digital effort, internet search campaign, and distribution of a press
22 release to over 5,000 media outlets throughout the U.S. and its territories or possessions
23 will further enhance that reach. The expected reach exceeds that of other court-approved
24 programs and is on the high end of the 70-95% reach standard set forth by the FJC.⁷

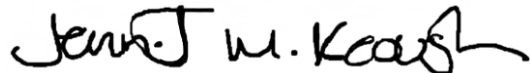
25
26
27 ⁷ Federal Judicial Center, *Judges' Class Action Notice and Claims Process Checklist*
28 *and Plain Language Guide* (2010), p. 3 states: "...the lynchpin in an objective
determination of the adequacy of a proposed notice effort is whether all the notice

CONCLUSION

49. In my opinion, the proposed Notice Program provides the best notice practicable under the circumstances, is consistent with the requirements of Rule 23, and is consistent with other similar court-approved best notice practicable notice programs. The Notice Program is designed to reach as many Class Members as possible and inform them about the Settlement and their rights and options.

I declare under the penalty of perjury pursuant to the laws of the United States of America and the State of New Jersey that the foregoing is true and correct.

Executed on March 13, 2025, at Seattle, Washington.



JENNIFER M. KEOUGH

efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%.”

EXHIBIT A

JENNIFER KEOUGH

CHIEF EXECUTIVE OFFICER AND CO-FOUNDER



I.

INTRODUCTION

Jennifer Keough is Chief Executive Officer and Co-Founder of JND Legal Administration ("JND"). She is the *only* judicially recognized expert in all facets of class action administration - from notice through distribution. With more than 25 years of legal experience, Ms. Keough has directly worked on hundreds of high-profile and complex administration engagements, including such landmark matters as the \$20 billion Gulf Coast Claims Facility, \$10 billion BP Deepwater Horizon Settlement, \$3.4 billion Cobell Indian Trust Settlement (the largest U.S. government class action settlement ever), \$2.67 billion Blue Cross Blue Shield antitrust settlement, \$1.5 billion Mercedes-Benz Emissions Settlements, \$1.3 billion Equifax Data Breach Settlement, \$1 billion Stryker Modular Hip Settlement, National Assoc. of Realtors Settlements of over \$730 million thus far, \$600 million Engle Smokers Trust Fund, and \$215 million USC Student Health Center Settlement, and countless other high-profile matters.

Ms. Keough has been appointed notice expert in many notable cases and has testified on settlement matters in numerous courts and before the Senate Committee for Indian Affairs. She was appointed in 2022 as a Board member of the RAND Corporation's "Kenneth R. Feinberg Center for Catastrophic Risk Management and Compensation (the Feinberg Center)." Among the Feinberg Center's missions is to identify and promote laws, programs, and institutions that reduce the adverse social and economic effects of natural and manmade catastrophes by:

- Improving incentives to reduce future losses;
- Providing just compensation to those suffering losses while appropriately allocating liability to responsible parties;
- Helping affected individuals, businesses, and communities to recover quickly; and
- Avoiding unnecessary legal, administrative, and other transaction costs.

Ms. Keough is honored to be included on the Board, which consists of only 18 people, three of whom are federal district court judges. She is the only person from the legal administration industry on the Board.

Ms. Keough is also the only female CEO/Co-Founder in the Legal Administration field. She oversees more than 300 employees throughout the country, including at JND's 35,000 square foot Seattle headquarters. She manages all aspects of JND's class action business from day-to-day processes to high-level strategies. Her comprehensive expertise with noticing, claims processing, Systems and IT work, call center, data analytics, recovery calculations, check and electronic payment distribution, and reporting gained her the reputation with attorneys on both sides of the aisle as the most dependable consultant for all legal administration needs. Ms. Keough also applies her knowledge and skills to other divisions of JND, including mass tort, lien resolution, government services, and eDiscovery. Given her extensive experience, Ms. Keough is often called upon to consult with parties prior to settlement, is frequently invited to speak on class action issues and has authored numerous articles in her multiple areas of expertise.

Ms. Keough launched JND with her partners in early 2016. Just a few months later she was named as the Independent Claims Administrator ("ICA") in a complex BP Solar Panel Settlement. Ms. Keough also started receiving numerous appointments as notice expert and in 2017 was chosen to oversee a \$300 million restitution program in Canada where every adult in that country was eligible to participate. Also, in 2017, Ms. Keough was named a female entrepreneur of the year finalist in the 14th annual Stevie Awards for Women in Business. In 2015 and 2017, she was recognized as a "Woman Worth Watching" by Profiles in Diversity Journal.

Since JND's launch, Ms. Keough has also been featured in numerous media publications. In 2019, she was highlighted in an Authority Magazine article, "5 Things I

wish someone told me before I became a CEO,” and a Moneyish article, “This is exactly how rampant ‘imposter syndrome’ is in the workforce.” In 2018, she was featured in several Fierce CEO articles, “JND Legal Administration CEO Jennifer Keough aids law firms in complicated settlements,” “Special Report—Women CEOs offer advice on defying preconceptions and blazing a trail to the top,” and “Companies stand out with organizational excellence,” as well as a Puget Sound Business Journal article, “JND Legal CEO Jennifer Keough handles law firms’ big business.” In 2013, Ms. Keough appeared in a CNN article, “What Changes with Women in the Boardroom.”

Prior to forming JND, Ms. Keough was Chief Operating Officer and Executive Vice President for one of the then largest legal administration firms in the country, where she oversaw operations in several offices across the country and was responsible for all large and critical projects. Previously, Ms. Keough worked as a class action business analyst at Perkins Coie, one of the country’s premier defense firms, where she managed complex class action settlements and remediation programs, including the selection, retention, and supervision of legal administration firms. While at Perkins she managed, among other matters, the administration of over \$100 million in the claims-made Weyerhaeuser siding case, one of the largest building product class action settlements ever. In her role, she established a reputation as being fair in her ability to see both sides of a settlement program.

Ms. Keough earned her J.D. from Seattle University. She graduated from Seattle University with a B.A. and M.S.F. with honors.

II.

LANDMARK CASES

Jennifer Keough has the distinction of personally overseeing the administration of more large class action programs than any other notice expert in the field. Some of her largest engagements include the following:

1. *In re Blue Cross Blue Shield Antitrust Litig.*

Master File No.: 13-CV-20000-RDP (N.D. Ala.)

JND was appointed as the notice and claims administrator in the \$2.67 billion Blue Cross Blue Shield proposed settlement. To notify class members, we mailed over 100 million postcard notices, sent hundreds of millions of email notices and reminders, and placed notice via print, television, radio, internet, and more. The call center was staffed with 250 agents during the peak of the notice program. More than eight million claims were received. In approving the notice plan designed by Jennifer Keough and her team, United States District Court Judge R. David Proctor, wrote:

After a competitive bidding process, Settlement Class Counsel retained JND Legal Administration LLC ("JND") to serve as Notice and Claims Administrator for the settlement. JND has a proven track record and extensive experience in large, complex matters... JND has prepared a customized Notice Plan in this case. The Notice Plan was designed to provide the best notice practicable, consistent with the latest methods and tools employed in the industry and approved by other courts...The court finds that the proposed Notice Plan is appropriate in both form and content and is due to be approved.

2. *In re Equifax Inc. Customer Data Sec. Breach Litig.*

No. 17-md-2800-TWT (N.D. Ga.)

JND was appointed settlement administrator, under Ms. Keough's direction, for this complex data breach settlement valued at \$1.3 billion with a class of 147 million individuals nationwide. Ms. Keough and her team oversaw all aspects of claims administration, including the development of the case website which provided notice in seven languages and allowed for online claim submissions. In the first week alone, over 10 million claims were filed. Overall, the website

received more than 200 million hits and the Contact Center handled well over 100,000 operator calls. Ms. Keough and her team also worked closely with the Notice Provider to ensure that each element of the media campaign was executed in the time and manner as set forth in the Notice Plan.

Approving the settlement on January 13, 2020, Judge Thomas W. Thrash, Jr. acknowledged JND's outstanding efforts:

JND transmitted the initial email notice to 104,815,404 million class members beginning on August 7, 2019. (App. 4, ¶¶ 53-54). JND later sent a supplemental email notice to the 91,167,239 class members who had not yet opted out, filed a claim, or unsubscribed from the initial email notice. (Id., ¶¶ 55-56). The notice plan also provides for JND to perform two additional supplemental email notice campaigns. (Id., ¶ 57)...JND has also developed specialized tools to assist in processing claims, calculating payments, and assisting class members in curing any deficient claims. (Id., ¶¶ 4, 21). As a result, class members have the opportunity to file a claim easily and have that claim adjudicated fairly and efficiently...The claims administrator, JND, is highly experienced in administering large class action settlements and judgments, and it has detailed the efforts it has made in administering the settlement, facilitating claims, and ensuring those claims are properly and efficiently handled. (App. 4, ¶¶ 4, 21; see also Doc. 739-6, ¶¶ 2-10). Among other things, JND has developed protocols and a database to assist in processing claims, calculating payments, and assisting class members in curing any deficient claims. (Id., ¶¶ 4, 21). Additionally, JND has the capacity to handle class member inquiries and claims of this magnitude. (App. 4, ¶¶ 5, 42). This factor, therefore, supports approving the relief provided by this settlement.

3. USC Student Health Ctr. Settlement

No. 18-cv-04258-SVW (C.D. Cal.)

JND was approved as the Settlement Administrator in this important \$215 million settlement that provides compensation to women who were sexually assaulted, harassed and otherwise abused by Dr. George M. Tyndall at the USC Student Health Center during a nearly 30-year period. Ms. Keough and her team designed a notice effort that included: mailed and email notice to potential Class members; digital notices on Facebook, LinkedIn, and Twitter; an internet search effort; notice placements in USC publications/eNewsletters;

and a press release. In addition, her team worked with USC staff to ensure notice postings around campus, on USC's website and social media accounts, and in USC alumni communications, among other things. Ms. Keough ensured the establishment of an all-female call center, whose operators were fully trained to handle delicate interactions, with the goal of providing excellent service and assistance to every woman affected. She also worked with the JND staff handling lien resolution for this case. Preliminarily approving the settlement, Honorable Stephen V. Wilson stated (June 12, 2019):

The Court hereby designates JND Legal Administration ("JND") as Claims Administrator. The Court finds that giving Class Members notice of the Settlement is justified under Rule 23(e)(1) because, as described above, the Court will likely be able to: approve the Settlement under Rule 23(e)(2); and certify the Settlement Class for purposes of judgment. The Court finds that the proposed Notice satisfies the requirements of due process and Federal Rule of Civil Procedure 23 and provides the best notice practicable under the circumstances.

4. **Gulf Coast Claims Facility (GCCF)**

The GCCF was one of the largest claims processing facilities in U.S. history and was responsible for resolving the claims of both individuals and businesses relating to the Deepwater Horizon oil spill. The GCCF, which Ms. Keough helped develop, processed over one million claims and distributed more than \$6 billion within the first year-and-a-half of its existence. As part of the GCCF, Ms. Keough and her team coordinated a large notice outreach program which included publication in multiple journals and magazines in the Gulf Coast area. She also established a call center staffed by individuals fluent in Spanish, Vietnamese, Laotian, Khmer, French, and Croatian.

5. ***In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010***

No. 2179 (MDL) (E.D. La.)

Following the closure of the Gulf Coast Claims Facility, the Deepwater Horizon Settlement claims program was created. There were two separate legal settlements that provided for two claims administration programs. One of the programs was for the submission of medical claims and the other was for the

submission of economic and property damage claims. Ms. Keough played a key role in the formation of the claims program for the evaluation of economic and property damage claims. Additionally, Ms. Keough built and supervised the back-office mail and processing center in Hammond, Louisiana, which was the hub of the program. The Hammond center was visited several times by Claims Administrator Pat Juneau -- as well as by the District Court Judge and Magistrate -- who described it as a shining star of the program.

6. *Loblaw Card Program*

Jennifer Keough was selected by major Canadian retailer Loblaw and its counsel to act as program administrator in its voluntary remediation program. The program was created as a response to a price-fixing scheme perpetrated by some employees of the company involving bread products. The program offered a \$25 gift card to all adults in Canada who purchased bread products in Loblaw stores between 2002 and 2015. Some 28 million Canadian residents were potential claimants. Ms. Keough and her team: (1) built an interactive website that was capable of withstanding hundreds of millions of “hits” in a short period of time; (2) built, staffed and trained a call center with operators available to take calls twelve hours a day, six days a week; (3) oversaw the vendor in charge of producing and distributing the cards; (4) was in charge of designing and overseeing fraud prevention procedures; and (5) handled myriad other tasks related to this high-profile and complex project.

7. *Cobell v. Salazar*

No. 96 CV 1285 (TFH) (D. D.C.)

As part of the largest government class action settlement in our nation's history, Ms. Keough worked with the U.S. Government to implement the administration program responsible for identifying and providing notice to the two distinct but overlapping settlement classes. As part of the notice outreach program, Ms. Keough participated in multiple town hall meetings held at Indian reservations located across the country. Due to the efforts of the outreach program, over 80% of all class members were provided notice. Additionally, Ms. Keough played a role in creating the processes for evaluating claims and ensuring the correct distributions were made. Under Ms. Keough's supervision, the processing team processed over 480,000 claims forms to determine eligibility. Less than one half of one percent of all claim determinations made

by the processing team were appealed. Ms. Keough was called upon to testify before the Senate Committee for Indian Affairs, where Senator Jon Tester of Montana praised her work in connection with notice efforts to the American Indian community when he stated: “Oh, wow. Okay... the administrator has done a good job, as your testimony has indicated, [discovering] 80 percent of the whereabouts of the unknown class members.” Additionally, when evaluating the Notice Program, Judge Thomas F. Hogan concluded (July 27, 2011):

...that adequate notice of the Settlement has been provided to members of the Historical Accounting Class and to members of the Trust Administration Class.... Notice met and, in many cases, exceeded the requirements of F.R.C.P. 23(c)(2) for classes certified under F.R.C.P. 23(b)(1), (b)(2) and (b)(3). The best notice practicable has been provided class members, including individual notice where members could be identified through reasonable effort. The contents of that notice are stated in plain, easily understood language and satisfy all requirements of F.R.C.P. 23(c)(2)(B).

8. *Burnett et al. v. The National Association of Realtors*

No. 19-cv-00332 (W.D. Miss.)

JND was appointed as Notice and Claims Administrator in the Real Estate Commission Litigation, including the Settlement with the National Association of Realtors for \$418 million. In total, JND is handling the administration for all Settling Defendants, with a total Settlement value of over \$730 million thus far. This high-profile nationwide settlement arises from allegations that the Defendants conspired to inflate real estate agent commissions. The initial noticing program included direct notice to more than 37 million potential Class Members and a media effort through both online and print advertising. In providing Final Approval of the first round of Settlements with Keller Williams, Anywhere, and RE/MAX, Judge Stephen R. Bough stated (May 9, 2024):

At preliminary approval, the Court appointed JND Legal Administration (“JND”) as the Settlement Administrator. As directed by the Court, JND implemented the parties’ Class Notice Plan...Notice was provided by first-class U.S. mail, electronic mail, and digital and print publication. Without repeating all the details from Keough’s declaration, the Court finds that the direct notice program was extremely successful and reached more than 95% of the potential Settlement class members...The media effort alone reached at least

71 percent of the Settlement Class members....Based on the record, the Court finds that the notice given to the Settlement Class constituted the best notice practicable under the circumstances and fully satisfied the requirements of due process, Federal Rule of Civil Procedure 23, and all applicable law. The Court further finds that the notice given to the Settlement Class was adequate and reasonable.

9. Allagas v. BP Solar Int'l, Inc.

No. 14-cv-00560 (N.D. Cal.)

Ms. Keough was appointed by the United States District Court for the Northern District of California as the Independent Claims Administrator (“ICA”) supervising the notice and administration of this complex settlement involving inspection, remediation, and replacement of solar panels on homes and businesses throughout California and other parts of the United States. Ms. Keough and her team devised the administration protocol and built a network of inspectors and contractors to perform the various inspections and other work needed to assist claimants. She also built a program that included a team of operators to answer claimant questions, a fully interactive dedicated website with online claim filing capability, and a team trained in the very complex intricacies of solar panel mechanisms. In her role as ICA, Ms. Keough regularly reported to the parties and the Court regarding the progress of the case’s administration. In addition to her role as ICA, Ms. Keough also acted as mediator for those claimants who opted out of the settlement to pursue their claims individually against BP. Honorable Susan Illston, recognized the complexity of the settlement when appointing Ms. Keough the ICA (December 22, 2016):

The complexity, expense and likely duration of the litigation favors the Settlement, which provides meaningful and substantial benefits on a much shorter time frame than otherwise possible and avoids risk to class certification and the Class’s case on the merits...The Court appoints Jennifer Keough of JND Legal Administration to serve as the Independent Claims Administrator (“ICA”) as provided under the Settlement.

10. *Health Republic Ins. Co. v. United States*

No. 16-259C (F.C.C.)

For this \$1.9 billion settlement, Ms. Keough and her team used a tailored and effective approach of notifying class members via Federal Express mail and email. Opt-in notice packets were sent via Federal Express to each potential class member, as well as the respective CEO, CFO, General Counsel, and person responsible for risk corridors receivables, when known. A Federal Express return label was also provided for opt-in returns. Notice Packets were also sent via electronic-mail. The informational and interactive case-specific website posted the notices and other important Court documents and allowed potential class members to file their opt-in form electronically.

11. *In re Mercedes-Benz Emissions Litig.*

No. 16-cv-881 (D.N.J.)

JND Legal Administration was appointed as the Settlement Administrator in this \$1.5 billion settlement wherein Daimler AG and its subsidiary Mercedes-Benz USA reached an agreement to settle a consumer class action alleging that the automotive companies unlawfully misled consumers into purchasing certain diesel type vehicles by misrepresenting the environmental impact of these vehicles during on-road driving. As part of its appointment, the Court approved Jennifer Keough's proposed notice plan and authorized JND Legal Administration to provide notice and claims administration services.

The Court finds that the content, format, and method of disseminating notice, as set forth in the Motion, Declaration of JND Legal Administration, the Class Action Agreement, and the proposed Long Form Notice, Short Form Notice, and Supplemental Notice of Class Benefits (collectively, the "Class Notice Documents") – including direct First Class mailed notice to all known members of the Class deposited in the mail within the later of (a) 15 business days of the Preliminary Approval Order; or (b) 15 business days after a federal district court enters the US-CA Consent Decree – is the best notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B). The Court approves such notice, and hereby directs that such notice be disseminated in the manner set forth in the Class Action Settlement to the Class under Rule 23(e)(1)...JND Legal Administration is hereby appointed as

the Settlement Administrator and shall perform all duties of the Settlement Administrator set forth in the Class Action Settlement.

On July 12, 2021, the Court granted final approval of the settlement:

The Court has again reviewed the Class Notice Program and finds that Class Members received the best notice practicable under the circumstances.

12. *In re General Motors LLC Ignition Switch Litig.*

No. 2543 (MDL) (S.D.N.Y.)

GM Ignition Switch Compensation Claims Resolution Facility

Ms. Keough oversaw the creation of a Claims Facility for the submission of injury claims allegedly resulting from the faulty ignition switch. The Claims Facility worked with experts when evaluating the claim forms submitted. First, the Claims Facility reviewed thousands of pages of police reports, medical documentation, and pictures to determine whether a claim met the threshold standards of an eligible claim for further review by the expert. Second, the Claims Facility would inform the expert that a claim was ready for its review. Ms. Keough constructed a database which allowed for a seamless transfer of claim forms and supporting documentation to the expert for further review.

13. *In re General Motors LLC Ignition Switch Litig.*

No. 2543 (MDL) (S.D.N.Y.)

Class Action Settlement

Ms. Keough was appointed the class action settlement administrator for the \$120 million GM Ignition Switch settlement. On April 27, 2020, Honorable Jesse M. Furman approved the notice program designed by Ms. Keough and her team and the notice documents they drafted with the parties:

The Court further finds that the Class Notice informs Class Members of the Settlement in a reasonable manner under Federal Rule of Civil Procedure 23(e)(1)(B) because it fairly apprises the prospective Class Members of the terms of the proposed Settlement and of the options that are open to them in connection with the proceedings.

The Court therefore approves the proposed Class Notice plan, and hereby directs that such notice be disseminated to Class Members in the manner set

forth in the Settlement Agreement and described in the Declaration of the Class Action Settlement Administrator...

Under Ms. Keough's direction, JND mailed notice to nearly 30 million potential class members.

On December 18, 2020, Honorable Jesse M. Furman granted final approval:

The Court confirms the appointment of Jennifer Keough of JND Legal Administration ("JND") as Class Action Settlement Administrator and directs Ms. Keough to carry out all duties and responsibilities of the Class Action Settlement Administrator as specified in the Settlement Agreement and herein...The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rules of Civil Procedure 23(c)(2)(b) and 23(e), and fully comply with all laws, including the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and the Due Process Clause of the United States Constitution (U.S. Const., amend. V), constituting the best notice that is practicable under the circumstances of this litigation.

14. Senne v. Office of the Commission of Baseball

No. 14-00608-JCS (N.D. Cal.)

Ms. Keough and her team acted as the Settlement Administrator in the \$185M settlement encompassing nearly 25,000 minor league baseball players who signed a uniform player's contract and played in in certain non-regular season periods from 2009 to 2022. The administration included direct notice by mail and e-mail, a media campaign, a primary distribution, and a redistribution of unclaimed funds to eligible class members. The administration also included a dedicated, bilingual online platform allowing players to submit work period disputes, update their addresses, view settlement payment estimates, and select the method in which they wished to receive their settlement payment. JND overcame unique challenges in the administration which included highly mobile class members who shared residences and sometimes accounts with fellow players, the provision of multi-lingual services, complex employment and non-employment tax reporting to most states and the federal government, as well as facilitating payment to the significant proportion of players who reside primarily outside the US.

15. *Express Freight Int'l v. Hino Motors Ltd.*

No. 22-cv-22483-Gayles/Torres (S.D. Fla.)

JND was retained as the Settlement Administrator in this \$237.5 million class action settlement stemming from allegations that the emission levels in certain Hino trucks were misrepresented and exceed regulatory limits. Ms. Keough and her team designed a robust notice program that combined direct notice, a press release, an internet search campaign, and industry targeted digital and publication notice to maximize reach. As the settlement class included numerous fleet owners, the JND team under Ms. Keough's leadership successfully implemented a claim submission process to facilitate the filing of bulk claims that resulted in over 55,000 fleet filer claims. On April 1, 2024 Judge Darrin P. Gayles approved the notice program:

The Court finds that Settlement Class Notice program was implemented in the manner approved by the Court in its Preliminary Approval Order. See Supplemental Keogh Decl. ¶¶ 4-9, 16. The Court finds that the form, content, and methods of disseminating notice to the Settlement Class Members: (1) comply with Rule 23(c)(2) of the Federal Rules of Civil Procedure as they are the best practicable notice under the circumstances and are reasonably calculated to apprise the Settlement Class Members of the pendency of this Action, the terms of the Settlement, and their right to object to the Settlement; (2) comply with Rule 23(e), as they are reasonably calculated to apprise the Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their right to object to, or opt out of, the proposed Settlement and other rights under the terms of the Settlement Agreement; (3) comply with Rule 23(h), as they are reasonably calculated to apprise the Settlement Class Members of any motion by Settlement Class Counsel for reasonable attorney's fees and costs, and their right to object to any such motion; (4) constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (5) meet all applicable requirements of law, including, but not limited to, 28 U.S.C. § 1715, Fed. R. Civ. P. 23(c), (e), and (h), and the Due Process Clause of the United States Constitution.

16. *FTC v. Reckitt Benckiser Grp. PLC*

No. 19CV00028 (W.D. Va.)

Ms. Keough and her team designed a multi-faceted notice program for this \$50 million settlement resolving charges by the FTC that Reckitt Benckiser Group PLC violated antitrust laws by thwarting lower-priced generic competition to its branded drug Suboxone.

The plan reached 80% of potential claimants nationwide, and a more narrowed effort extended reach to specific areas and targets. The nationwide effort utilized a mix of digital, print, and radio broadcast through Sirius XM. Extended efforts included local radio in areas defined as key opioid markets and an outreach effort to medical professionals approved to prescribe Suboxone in the U.S., as well as to substance abuse centers; drug abuse and addiction info and treatment centers; and addiction treatment centers nationwide.

17. *In re Stryker Rejuvenate and ABG II Hip Implant Prods. Liab. Litig.*

No. 13-2441 (MDL) (D. Minn.)

Ms. Keough and her team were designated as the escrow agent and claims processor in this \$1 billion settlement designed to compensate eligible U.S. Patients who had surgery to replace their Rejuvenate Modular-Neck and/or ABG II Modular-Neck hip stems prior to November 3, 2014. As the claims processor, Ms. Keough and her team designed internal procedures to ensure the accurate review of all medical documentation received; designed an interactive website which included online claim filing; and established a toll-free number to allow class members to receive information about the settlement 24 hours a day. Additionally, she oversaw the creation of a deficiency process to ensure claimants were notified of their deficient submission and provided an opportunity to cure. The program also included an auditing procedure designed to detect fraudulent claims and a process for distributing initial and supplemental payments. Approximately 95% of the registered eligible patients enrolled in the settlement program.

18. *In re The Engle Trust Fund*

No. 94-08273 CA 22 (Fla. 11th Jud. Cir. Ct.)

Ms. Keough played a key role in administering this \$600 million landmark case against the country's five largest tobacco companies. Miles A. McGrane, III, Trustee to the Engle Trust Fund recognized Ms. Keough's role when he stated:

The outstanding organizational and administrative skills of Jennifer Keough cannot be overstated. Jennifer was most valuable to me in handling numerous substantive issues in connection with the landmark Engle Trust Fund matter. And, in her communications with affected class members, Jennifer proved to be a caring expert at what she does.

19. *In re Air Cargo Shipping Servs. Antitrust Litig.*

No. 06-md-1775 (JG) (VVP) (E.D.N.Y.)

This antitrust settlement involved five separate settlements. As a result, many class members were affected by more than one of the settlements, Ms. Keough constructed the notice and claims programs for each settlement in a manner which allowed for the comparison of claims data. Each claims administration program included claims processing, review of supporting evidence, and a deficiency notification process. The deficiency notification process included mailing of deficiency letters, making follow up phone calls, and sending emails to class members to help them complete their claim. To ensure accuracy throughout the claims process for each of the settlements, Ms. Keough created a process which audited many of the claims that were eligible for payment.

III.

JUDICIAL RECOGNITION

Courts have favorably recognized Ms. Keough's work as outlined above and by the sampling of judicial comments from JND programs listed below.

1. Judge Cormac J. Carney

Doe v. MindGeek USA Incorp., (January 26, 2024)

No. 21-cv-00338 (C.D. Cal.):

...the Court finds that the notice and plan satisfy the statutory and constitutional requirements because, given the nature and complexity of this case, "a multi-faceted notice plan is the best notice that is practicable under the circumstances."

2. Honorable Jesse M. Furman

City of Philadelphia v. Bank of Am. Corp., (October 12, 2023)

No. 19-CV-1608 (JMF) (S.D.N.Y.):

The Court approves the form and contents of the Short-Form and Long-Form Notices (collectively, the "Notices")...In addition to directly mailing notice, JND will run digital ads targeting a custom audience using the Google Display Network (GDN) and LinkedIn in an effort to target likely Class Members...JND will cause the publication notice... to be published in the Wall Street Journal and Investor's Business Daily. JND will also cause an informational press release...to be distributed to approximately 11,000 media outlets nationwide.

3. Chief Judge Stephanie M. Rose

PHT Holding II LLC v. N. Am. Co. for Life and Health Ins., (August 25, 2023)

No. 18-CV-00368 (S.D. Iowa):

The Court appoints JND Legal Administration LLC ("JND") as the Settlement Administrator...The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to the Class and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

4. Judge Mary Kay Vyskocil

Advance Trust & Life Escrow Serv., LTA v. PHL Variable Ins. Co., (August 9, 2023)
No. 18-cv-03444 (MKV) (S.D.N.Y.):

The Court appoints JND Legal Administration LLC (“JND”), which is a competent firm, as the Settlement Administrator... The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances, as well as valid, due, and sufficient notice to the Class, and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

5. Judge Philip S. Gutierrez

In re Nat’l Football League’s Sunday Ticket Antitrust Litig., (July 7, 2023)
No. 15-ml-02668–PSG (JEMx) (C.D. Cal.):

JND Legal Administration (“JND”) is hereby appointed as the Notice Administrator. The Court approves the proposed forms of notice...The Court approves the proposed methods of notice, including: a. Direct notice using customer contact information provided to JND; b. A dedicated litigation website containing the Detailed Notice; and c. Supplemental forms of notice that include digital and radio advertisements.

6. Honorable Terrence G. Berg

Chapman v Gen. Motors, LLC, (June 29, 2023)
No. 19-CV-12333-TGB-DRG (E.D. Mich.):

Pursuant to Federal Rules of Civil Procedure 23(c)(2)(B), the Court finds that the content, format, and method of disseminating Class Notice...is the best notice practicable under the circumstances and satisfies all legal requirements, including Federal Rule of Civil Procedure 23(c)(2)(B) and the Due Process Clause.

7. Honorable Virginia M. Kendall

In re Local TV Advert. Antitrust Litig., (June 14, 2023)
MDL No. 2867 (N.D. Ill.):

JND Legal Administration is hereby appointed as the Settlement Administrator with respect to the CBS, Fox, Cox Entities, and ShareBuilders Settlements. The Court approves the proposed Notice Program, including the Email Notice, Postcard Notice, Print Notice, Digital Notice, Long Form Notice and the Claim Form...

8. Judge Edward J. Davila

In re MacBook Keyboard Litig., (May 25, 2023)
No. 18-cv-02813-EDJ (N.D. Cal.):

The Settlement Agreement is being administered by JND Legal Administration ("JND")...the Settlement Administrator provided direct and indirect notice through emails, postcards, and the settlement website, in addition to the press and media coverage the settlement received...the Court finds that the Settlement Class has been provided adequate notice.

9. Honorable David O Carter

Gutierrez, Jr. v. Amplify Energy Corp., (April 24, 2023)
No. 21-cv-01628-DOC-JDE (C.D. Cal.):

The Court finds that the Notice set forth in Article VI of the Settlement Agreement, detailed in the Notice Plan attached to the Declaration of Jennifer Keough of JND Legal Administration, and effectuated pursuant to the Preliminary Approval Order: (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Classes of the terms of the Settlement Agreement and the Final Approval Hearing; and (c) fully complied with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law, including the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

10. Honorable Joseph C. Spero

Shuman v. Squaretrade Inc., (March 1, 2023)
No. 20-cv-02725-JCS (N.D. Cal.):

As of February 10, 2023, 703,729 Class Members were mailed or emailed at least one Notice that was not returned as undeliverable, representing over 99.76% of the total Class Member population. Supplemental Declaration of Jennifer Keough Regarding Notice Administration (dkt. no. 140-2) ("Keough Supp. Decl."), ¶ 7. The Court finds that notice was provided in the best practicable manner to class members and fulfills the requirements of due process.

11. Honorable J.P. Boulee

In re TransUnion Rental Screening Sol. Inc. FCRA Litig., (January 6, 2023)
No. 20-md-02933-JPB (N.D. Ga.):

The Parties have proposed JND Legal Administration as the Settlement Administrator for the Rule 23(b)(2) and Rule 23(b)(3) Settlement Classes. The Court has reviewed the materials about this organization and concludes that it has extensive and specialized experience and expertise in class action settlements and notice programs. The Court hereby appoints JND Legal Administration as the Settlement Administrator, to assist and provide professional guidance in the implementation of the Notice Plans and other aspects of the settlement administration.

12. Honorable David O Carter

Gutierrez, Jr. v. Amplify Energy Corp., (December 7, 2022)
21-cv-01628-DOC-JDE (C.D. Cal.):

The Court appoints JND Legal Administration as the Settlement Administrator in this Action...The Court approves, as to form and content, the Direct Notices, Long Form Notices, and Email notices substantially in the forms attached as Exhibits B-J to the Declaration of Jennifer Keough In Support of Motion for Preliminary Approval of Class Action Settlement and Direction of Notice ("Keough Declaration").

13. Honorable Charles R. Breyer

In re Volkswagen "Clean Diesel" Mktg., Sales Practice and Prods. Liab. Litig., (November 9, 2022)
MDL 2672 CRB (N.D. Cal.):

The Settlement Administrator has also taken the additional step to allow potential class members to submit claims without any documentation on the settlement website, allowing the settlement administrator to seek out the documentation independently (which can often be found without further aid from the class member). Id. at 5; Third Keough Decl. (dkt. 8076) ¶ 3. On October 6, 2022, the Settlement Administrator also sent reminder notices to the class members who have not yet submitted a claim, stating that they may file a claim without documentation, and their claim will be verified based on the information they provide. Third Keough Decl. ¶ 4. In any case, Lochridge's concerns about the unavailability of documentation have not been borne out by the majority of claimants: According to the Settlement Administrator, of the 122,467 claims submitted, 100,657 have included some form of documentation. Id. ¶ 6. Lochridge's objection on this point is thus overruled...

Additionally, the claims process has been unusually successful—as of October 20, 122,467 claim forms have been submitted, covering 22% of the estimated eligible Class vehicles. *Third Keough Decl.* ¶ 6. This percentage rises to 24% when the Sport+ Class vehicles that have already received a software update (thus guaranteeing their owners a \$250 payment without submission of a claim form) are included. *Id.* This reaction strongly favors approval of the settlement.

14. Honorable Joseph C. Spero

Shuman v. Squaretrade Inc., (October 17, 2022)

No. 20-cv-02725-JCS (N.D. Cal.):

JND Legal Administration is appointed to serve as the Settlement Administrator and is authorized to email and mail the approved Notice to members of the Settlement Class and further administer the Settlement in accordance with the Amended Agreement and this Order.

15. Judge Stephen V. Wilson

LSIMC, LLC v. Am. Gen. Life Ins. Co., (September 21, 2022)

No. 20-cv-11518 (C.D. Cal.):

JND Legal Administration LLC (“JND”) shall be appointed to serve as Class Notice Administrator...

16. Judge Valerie Figueredo

Vida Longevity Fund, LP v. Lincoln Life & Annuity Co. of New York, (August 19, 2022)

No. 19-cv-06004 (S.D.N.Y.):

The Court approves the retention of JND Legal Administration LLC (“JND”) as the Notice Administrator.

17. Honorable Dana M. Sabraw

In re Packaged Seafood Prods. Antitrust Litig. (EPP Class), (July 15, 2022)

No. 15-md-02670 (S.D. Cal.):

An experienced and well-respected claims administrator, JND Legal Administration LLC (“JND”), administered a comprehensive and robust notice plan to alert Settlement Class Members of the COSI Settlement Agreement...The Notice Plan surpassed the 85% reach goal...The Court recognizes JND’s extensive experience in processing claim especially for millions of claimants...The Court finds due process was satisfied

and the Notice Program provided adequate notice to settlement class members in a reasonable manner through all major and common forms of media.

18. Honorable Charles R. Breyer

In re Volkswagen “Clean Diesel” Mktg., Sales Practice and Prods. Liab. Litig., (July 8, 2022)
MDL 2672 CRB (N.D. Cal.):

As applied here, the Court finds that the content, format, and method of disseminating Notice—set forth in the Motion, the Declaration of Jennifer Keough on Settlement Notice Plan, and the Settlement Agreement and Release—is state of the art and satisfies Rule 23(c)(2) and all contemporary notice standards. The Court approves the notice program, and hereby directs that such notice be disseminated in the manner set forth in the proposed Settlement Agreement and Declaration of Jennifer Keough on Settlement Notice Plan to Class Members under Rule 23(e)(1).

19. Judge Fernando M. Olguin

Gupta v. Aeries Software, Inc., (July 7, 2022)
No. 20-cv-00995 (C.D. Cal.):

Under the circumstances, the court finds that the procedure for providing notice and the content of the class notice constitute the best practicable notice to class members and complies with the requirements of due process...The court appoints JND as settlement administrator.

20. Judge Cormac J. Carney

Gifford v. Pets Global, Inc., (June 24, 2022)
No. 21-cv-02136-CJC-MRW (C.D. Cal.):

The Settlement also proposes that JND Legal Administration act as Settlement Administrator and offers a provisional plan for Class Notice...

The proposed notice plan here is designed to reach at least 70% of the class at least two times. The Notices proposed in this matter inform Class Members of the salient terms of the Settlement, the Class to be certified, the final approval hearing and the rights of all parties, including the rights to file objections or to opt-out of the Settlement Class...This proposed notice program provides a fair opportunity for Class Members to obtain full disclosure of the conditions of the Settlement and to make an informed decision regarding the Settlement.

21. Judge David J. Novak

Brighton Tr. LLC, as Tr. v. Genworth Life & Annuity Ins. Co., (June 3, 2022)
No. 20-cv-240-DJN (E.D. Va.):

The Court appoints JND Legal Administration LLC (“JND”), a competent firm, as the Settlement Administrator.

22. Judge Donovan W. Frank

Advance Trust & Life Escrow Serv., LTA v. ReliaStar Life Ins. Co., (June 2, 2022)
No. 18-cv-2863-DWF-ECW (D. Minn.):

The Court approves the retention of JND Legal Administration LLC (“JND”) as the Notice Administrator.

23. Honorable Philip S. Gutierrez

Andrews v. Plains All Am. Pipeline, L.P., (May 25, 2022)
No. 15-cv-04113-PSG-JEM (C.D. Cal.):

Court appoints JND Legal Administration as the Settlement Administrator in this Action...The Court approves, as to form and content, the Mail Notice and the Publication Notice, substantially in the forms attached as Exhibits D, E, and F to the Declaration of Jennifer Keough In Support of Motion for Preliminary Approval of Class Action Settlement and Direction of Notice (“Keough Declaration”).

24. Judge Victoria A. Roberts

Graham v. Univ. of Michigan, (March 29, 2022)
No. 21-cv-11168-VAR-EAS (E.D. Mich.):

The Court has received and reviewed...the proposed notice plan as described in the Declaration of Jennifer Keough...The Court finds that the foregoing program of Class Notice and the manner of its dissemination is sufficient under the circumstances and is reasonably calculated to apprise the Settlement Class of the pendency of this Action and their right to object to the Settlement. The Court further finds that the Class Notice program is reasonable; that it constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and that it meets the requirements of due process and Federal Rule of Civil Procedure 23.

25. Honorable Michael Markman

DC 16 v. Sutter Health, (March 11, 2022)
No. RG15753647 (Cal. Super. Ct.):

The Court approves and appoints JND Legal Administration (“JND”) to serve as the notice provider and directs JND to carry out all duties and responsibilities of providing notice and processing requests for exclusion.

26. Honorable P. Kevin Castel

Hanks v. Lincoln Life & Annuity Co. of New York, (February 23, 2022)
No. 16-cv-6399 PKC (S.D.N.Y.):

The Court appoints JND Legal Administration LLC (“JND”), a competent firm, as the Settlement Administrator...The form and content of the notices, as well as the manner of dissemination described below, meet the requirements of Rule 23 and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

27. Judge David G. Campbell

In re Arizona Theranos, Inc. Litig., (February 2, 2022)
No. 16-cv-2138-DGC (D. Ariz.):

The Court appoints JND Legal Administration (“JND”) to serve as Class Administrator and directs JND to carry out all duties and responsibilities of the Class Administrator as specified in the Notice Plan...This approval includes the proposed methods of providing notice, the proposed forms of notice attached as Exhibits B through D to the Declaration of Jennifer M. Keough (Doc. 445-1 – “Keough Decl.”), and the proposed procedure for class members to opt-out.

28. Judge William M. Conley

Bruzek v. Husky Oil Operations Ltd., (January 31, 2022)
No. 18-cv-00697 (W.D. Wis.):

The claims administrator estimates that at least 70% of the class received notice...the court concludes that the parties’ settlement is fair, reasonable and adequate under Rule 23(e).

29. Honorable Dana M. Sabraw

In re Packaged Seafood Prods. Antitrust Litig. (DPP Class), (January 26, 2022)
No. 15-md-02670 (S.D. Cal.):

The rigorous notice plan proposed by JND satisfies requirements imposed by Rule 23 and the Due Process clause of the United States Constitution. Moreover, the contents of the notice satisfactorily informs Settlement Class members of their rights under the Settlement.

30. Honorable Dana M. Sabraw

In re Packaged Seafood Prods. Antitrust Litig. (EPP Class), (January 26, 2022)
No. 15-md-02670 (S.D. Cal.):

Class Counsel retained JND, an experienced notice and claims administrator, to serve as the notice provider and settlement claims administrator. The Court approves and appoints JND as the Claims Administrator. EPPs and JND have developed an extensive and robust notice program which satisfies prevailing reach standards. JND also developed a distribution plan which includes an efficient and user-friendly claims process with an effective distribution program. The Notice is estimated to reach over 85% of potential class members via notice placements with the leading digital network (Google Display Network), the top social media site (Facebook), and a highly read consumer magazine (People)... The Court approves the notice content and plan for providing notice of the COSI Settlement to members of the Settlement Class.

31. Judge Alvin K. Hellerstein

Leonard v. John Hancock Life Ins. Co. of NY, (January 10, 2022)
No. 18-CV-04994 (S.D.N.Y.):

The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to the Class and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

32. Honorable Justice Edward Belobaba

Kalra v. Mercedes-Benz Canada Inc., (December 9, 2021)
No. 15-MD-2670 (Ont. Super. Ct.):

THIS COURT ORDERS that JND Legal Administration is hereby appointed the Settlement Administrator to implement and oversee the Notice Program, the Claims Program, the Honorarium Payment to the Class Representative, and the payment of the Levy to the Class Proceedings Fund.

33. Judge Timothy J. Corrigan

Levy v. Dolgencorp, LLC, (December 2, 2021)
No. 20-cv-01037-TJC-MCR (M.D. Fla.):

No Settlement Class Member has objected to the Settlement and only one Settlement Class Member requested exclusion from the Settlement through the opt-out process approved by this Court...The Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice. The Notice Program fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

34. Honorable Nelson S. Roman

Swetz v. GSK Consumer Health, Inc., (November 22, 2021)
No. 20-cv-04731 (S.D.N.Y.):

The Notice Plan provided for notice through a nationwide press release; direct notice through electronic mail, or in the alternative, mailed, first-class postage prepaid for identified Settlement Class Members; notice through electronic media—such as Google Display Network and Facebook—using a digital advertising campaign with links to the dedicated Settlement Website; and a toll-free telephone number that provides Settlement Class Members detailed information and directs them to the Settlement Website. The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order.

35. Honorable James V. Selna

Herrera v. Wells Fargo Bank, N.A., (November 16, 2021)
No. 18-cv-00332-JVS-MRW (C.D. Cal.):

On June 8, 2021, the Court appointed JND Legal Administration (“JND”) as the Claims Administrator... JND mailed notice to approximately 2,678,266 potential Non-Statutory Subclass Members and 119,680 Statutory Subclass Members. Id. ¶ 5. 90% of mailings to Non-Statutory Subclass Members were deemed delivered, and 81% of mailings to Statutory Subclass Members were deemed delivered. Id. ¶ 9. Follow-up email notices were sent to 1,977,514 potential Non-Statutory Subclass Members and 170,333 Statutory Subclass Members, of which 91% and 89% were deemed delivered, respectively. Id. ¶ 12. A digital advertising campaign generated an additional 5,195,027 views. Id. ¶ 13...Accordingly, the Court finds that the notice to the Settlement Class was fair, adequate, and reasonable.

36. Judge Mark C. Scarsi

Patrick v. Volkswagen Grp. of Am., Inc., (September 18, 2021)
No. 19-cv-01908-MCS-ADS (C.D. Cal.):

The Court finds that, as demonstrated by the Declaration of Jennifer M. Keough and counsel’s submissions, Notice to the Settlement Class was timely and properly effectuated in accordance with Fed. R. Civ. P. 23(e) and the approved Notice Plan set forth in the Court’s Preliminary Approval Order. The Court finds that said Notice constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.

37. Judge Morrison C. England, Jr.

Martinelli v. Johnson & Johnson, (September 27, 2021)
No. 15-cv-01733-MCE-DB (E.D. Cal.):

The Court appoints JND, a well-qualified and experienced claims and notice administrator, as the Settlement Administrator.

38. Honorable Nathanael M. Cousins

Malone v. Western Digital Corp., (July 21, 2021)
No. 20-cv-03584-NC (N.D. Cal.):

The Court hereby appoints JND Legal Administration as Settlement Administrator...The Court finds that the proposed notice program meets the requirements of Due Process

under the U.S. Constitution and Rule 23; and that such notice program—which includes individual direct notice to known Settlement Class Members via email, mail, and a second reminder email, a media and Internet notice program, and the establishment of a Settlement Website and Toll-Free Number—is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The Court further finds that the proposed form and content of the forms of the notice are adequate and will give the Settlement Class Members sufficient information to enable them to make informed decisions as to the Settlement Class, the right to object or opt-out, and the proposed Settlement and its terms.

39. Judge Mark H. Cohen

Pinon v. Mercedes-Benz USA, LLC and Daimler AG, (March 29, 2021)
No. 18-cv-3984 (N.D. Ga.):

The Court finds that the content, format, and method of disseminating the Notice Plan, as set forth in the Motion, the Declaration of the Settlement Administrator (Declaration of Jennifer M. Keough Regarding Proposed Notice Plan) [Doc. 70-7], and the Settlement Agreement, including postcard notice disseminated through direct U.S. Mail to all known Class Members and establishment of a website: (a) constitutes the best notice practicable under the circumstances; (b) are reasonably calculated, under the circumstances, to apprise settlement class members of the pendency of the action, the terms of the proposed Settlement Agreement, and their rights under the proposed Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfies all requirements provided Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notices are written in plain language, use simple terminology, and are designated to be readily understandable by the Settlement Class.

40. Honorable Daniel D. Domenico

Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co., (January 29, 2021)
No. 18-cv-01897-DDD-NYW (D. Colo.):

The court approves the form and contents of the Short-Form and Long Form Notices attached as Exhibits A and B, respectively, to the Declaration of Jennifer M. Keough, filed on January 26, 2021...The proposed form and content of the Notices meet the requirements of Federal Rule of Civil Procedure 23(c)(2)(B)...The court approves the retention of JND Legal Administration LLC as the Notice Administrator.

41. Honorable Virginia A. Phillips

Sonner v. Schwabe N. Am., Inc., (January 25, 2021)
No. 15-cv-01358 VAP (SPx) (C.D. Cal.):

Following preliminary approval of the settlement by the Court, the settlement administrator provided notice to the Settlement Class through a digital media campaign. (Dkt. 203-5). The Notice explains in plain language what the case is about, what the recipient is entitled to, and the options available to the recipient in connection with this case, as well as the consequences of each option. (Id., Ex. E). During the allotted response period, the settlement administrator received no requests for exclusion and just one objection, which was later withdrawn. (Dkt. 203-1, at 11).

Given the low number of objections and the absence of any requests for exclusion, the Class response is favorable overall. Accordingly, this factor also weighs in favor of approval.

42. Honorable R. Gary Klausner

A.B. v. Regents of the Univ. of California, (January 8, 2021)
No. 20-cv-09555-RGK-E (C.D. Cal.):

The parties intend to notify class members through mail using UCLA's patient records. And they intend to supplement the mail notices using Google banners and Facebook ads, publications in the LA times and People magazine, and a national press release. Accordingly, the Court finds that the proposed notice and method of delivery sufficient and approves the notice.

43. Judge Nathanael M. Cousins

King v. Bumble Trading Inc., (December 18, 2020)
No. 18-cv-06868-NC (N.D. Cal.):

Pursuant to the Court's Preliminary Approval Order, the Court appointed JND Settlement Administrators as the Settlement Administrator... JND sent court-approved Email Notices to millions of class members...Overall, approximately 81% of the Settlement Class Members were successfully sent either an Email or Mailed Notice...JND supplemented these Notices with a Press Release which Global Newswire published on July 18, 2020... In sum, the Court finds that, viewed as a whole, the settlement is sufficiently "fair, adequate, and reasonable" to warrant approval.

44. Judge Vernon S. Broderick, Jr.

In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig., (December 16, 2020)
No. 14-md-02542 (S.D.N.Y.):

I further appoint JND as Claims Administrator. JND's principals have more than 75 years-worth of combined class action legal administration experience, and JND has handled some of the largest recent settlement administration issues, including the Equifax Data Breach Settlement. (Doc. 1115 ¶ 5.) JND also has extensive experience in handling claims administration in the antitrust context. (Id. ¶ 6.) Accordingly, I appoint JND as Claims Administrator.

45. Honorable Laurel Beeler

Sidibe v. Sutter Health, (November 5, 2020)
No. 12-cv-4854-LB (N.D. Cal.):

Class Counsel has retained JND Legal Administration ("JND"), an experienced class notice administration firm, to administer notice to the Class. The Court appoints JND as the Class Notice Administrator. JND shall provide notice of pendency of the class action consistent with the procedures outlined in the Keough Declaration.

46. Judge Carolyn B. Kuhl

Sandoval v. Merlex Stucco Inc., (October 30, 2020)
No. BC619322 (Cal. Super. Ct.):

Additional Class Member class members, and because their names and addresses have not yet been confirmed, will be notified of the pendency of this settlement via the digital media campaign outlined by the Keough/JND Legal declaration...the Court approves the Parties selection of JND Legal as the third-party Claims Administrator.

47. Honorable Louis L. Stanton

Rick Nelson Co. v. Sony Music Ent., (September 16, 2020)
No. 18-cv-08791 (S.D.N.Y.):

The parties have designated JND Legal Administration ("JND") as the Settlement Administrator. Having found it qualified, the Court appoints JND as the Settlement Administrator and it shall perform all the duties of the Settlement Administrator as set forth in the Stipulation...The form and content of the Notice, Publication Notice and Email Notice, and the method set forth herein of notifying the Class of the Settlement and its terms and conditions, meet the requirements of Rule 23

of the Federal Rules of Civil Procedure, due process. and any other applicable law, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

48. Judge Steven W. Wilson

Amador v Baca, (August 11, 2020)
No. 10-cv-1649 (C.D. Cal.):

Class Counsel, in conjunction with JND, have also facilitated substantial notice and outreach to the relatively disparate and sometimes difficult to contact class of more than 94,000 individuals, which has resulted in a relatively high claims rate of between 33% and 40%, pending final verification of deficient claims forms. Their conduct both during litigation and after settlement was reached was adequate in all respects, and supports approval of the Settlement Agreement.

49. Judge Stephanie M. Rose

Swinton v. SquareTrade, Inc., (April 14, 2020)
No. 18-CV-00144-SMR-SBJ (S.D. Iowa):

This publication notice appears to have been effective. The digital ads were linked to the Settlement Website, and Google Analytics and other measures indicate that, during the Publication Notice Period, traffic to the Settlement Website was at its peak.

50. Judge Joan B. Gottschall

In re Navistar MaxxForce Engines Mktg., Sales Practices and Prods., (January 3, 2020)
No. 14-cv-10318 (N.D. Ill.):

WHEREAS, the Parties have agreed to use JND Legal Administration ("JND"), an experienced administrator of class action settlements, as the claims administrator for this Settlement and agree that JND has the requisite experience and expertise to serve as claims administrator; The Court appoints JND as the claims administrator for the Settlement.

51. Judge Edward M. Chen

In re MyFord Touch Consumer Litig., (December 17, 2019)
No. 13-cv-3072 (EMC) (N.D. Cal.):

The Court finds that the Class Notice was the best practicable notice under the circumstances, and has been given to all Settlement Class Members known and

reasonably identifiable in full satisfaction of the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process... The Court notes that the reaction of the class was positive: only one person objected to the settlement although, by request of the objector and in the absence of any opposition from the parties, that objection was converted to an opt-out at the hearing.

52. Honorable Steven I. Locke

Donnenfield v. Petro, Inc., (December 4, 2019)

No. 17-cv-02310 (E.D.N.Y.):

WHEREAS, the Parties have agreed to use JND Legal Administration ("JND"), an experienced administrator of class action settlements, as the claims administrator for this Settlement and agree that JND has the requisite experience and expertise to serve as claims administrator; The Court appoints JND as the claims administrator for the Settlement.

53. Honorable Amy D. Hogue

Trepte v. Bionaire, Inc., (November 5, 2019)

No. BC540110 (Cal. Super. Ct.):

The Court appoints JND Legal Administration as the Class Administrator... The Court finds that the forms of notice to the Settlement Class regarding the pendency of the action and of this settlement, and the methods of giving notice to members of the Settlement Class... constitute the best notice practicable under the circumstances and constitute valid, due, and sufficient notice to all members of the Settlement Class. They comply fully with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

54. Judge Barbara Jacobs Rothstein

Wright v. Lyft, Inc., (May 29, 2019)

No. 17-cv-23307-MGC 14-cv-00421-BJR (W.D. Wash.):

The Court also finds that the proposed method of distributing relief to the class is effective. JND Legal Administration ("JND"), an experienced claims administrator, undertook a robust notice program that was approved by this Court...

55. Judge J. Walton McLeod

Boskie v. Backgroundchecks.com, (May 17, 2019)
No. 2019CP3200824 (S.C. C.P.):

The Court appoints JND Legal Administration as Settlement Administrator...The Court approves the notice plans for the HomeAdvisor Class and the Injunctive Relief Class as set forth in the declaration of JND Legal Administration. The Court finds the class notice fully satisfies the requirements of due process, the South Carolina Rules of Civil Procedure. The notice plan for the HomeAdvisor Class and Injunctive Relief Class constitutes the best notice practicable under the circumstances of each Class.

56. Honorable James Donato

In re Resistors Antitrust Litig., (May 2, 2019)
No. 15-cv-03820-JD (N.D. Cal.):

The Court approves as to form and content the proposed notice forms, including the long form notice and summary notice, attached as Exhibits B and D to the Second Supplemental Declaration of Jennifer M. Keough Regarding Proposed Notice Program (ECF No. 534-3). The Court further finds that the proposed plan of notice – including Class Counsel’s agreement at the preliminary approval hearing for the KOA Settlement that direct notice would be effectuated through both U.S. mail and electronic mail to the extent electronic mail addresses can be identified following a reasonable search – and the proposed contents of these notices, meet the requirements of Rule 23 and due process, and are the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The Court appoints the firm of JND Legal Administration LLC as the Settlement Administrator.

57. Honorable Leigh Martin May

Bankhead v. First Advantage Background Serv. Corp., (April 30, 2019)
No. 17-cv-02910-LMM-CCB (N.D. Ga.):

The Court appoints JND Legal Administration as Settlement Administrator... The Court approves the notice plans for the Class as set forth in the declaration of the JND Legal Administration. The Court finds that class notice fully satisfies the requirements of due process of the Federal Rules of Civil Procedure. The notice plan constitutes the best notice practicable under the circumstances of the Class.

58. Honorable P. Kevin Castel

Hanks v. Lincoln Life & Annuity Co. of New York, (April 23, 2019)
No. 16-cv-6399 PKC (S.D.N.Y.):

The Court approves the form and contents of the Short-Form Notice and Long-Form Notice (collectively, the “Notices”) attached as Exhibits A and B, respectively, to the Declaration of Jennifer M. Keough, filed on April 2, 2019, at Docket No. 120...The form and content of the notices, as well as the manner of dissemination described below, therefore meet the requirements of Rule 23 and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto...the Court approves the retention of JND Legal Administration LLC (“JND”) as the Notice Administrator.

59. Judge Kathleen M. Daily

Podawiltz v. Swisher Int’l, Inc., (February 7, 2019)
No. 16CV27621 (Or. Cir. Ct.):

The Court appoints JND Legal Administration as settlement administrator...The Court finds that the notice plan is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, ORCP 32, and any other applicable laws.

60. Honorable Kenneth J. Medel

Huntzinger v. Suunto Oy, (December 14, 2018)
No. 37-2018-27159 (CU) (BT) (CTL) (Cal. Super. Ct.):

The Court finds that the Class Notice and the Notice Program implemented pursuant to the Settlement Agreement and Preliminary Approval Order constituted the best notice practicable under the circumstances to all persons within the definition of the Class and fully complied with the due process requirement under all applicable statutes and laws and with the California Rules of Court.

61. Honorable Thomas M. Durkin

In re Broiler Chicken Antitrust Litig., (November 16, 2018)
No. 16-cv-8637 (N.D. Ill.):

The notice given to the Class, including individual notice to all members of the Class who could be identified through reasonable efforts, was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the

proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure and the requirements of due process.

62. Judge Maren E. Nelson

Granados v. Cnty. of Los Angeles, (October 30, 2018)
No. BC361470 (Cal. Super. Ct.):

JND's Media Notice plan is estimated to have reached 83% of the Class. The overall reach of the Notice Program was estimated to be over 90% of the Class. (Keough Decl., at ¶12.). Based upon the notice campaign outlined in the Keough Declaration, it appears that the notice procedure was aimed at reaching as many class members as possible. The Court finds that the notice procedure satisfies due process requirements.

63. Judge Maren E. Nelson

McWilliams v. City of Long Beach, (October 30, 2018)
No. BC261469 (Cal. Super. Ct.):

It is estimated that JND's Media Notice plan reached 88% of the Class and the overall reach of the Notice Program was estimated to be over 90% of the Class. (Keough Decl., at 12.). Based upon the notice campaign outlined in the Keough Declaration, it appears that the notice procedure was aimed at reaching as many class members as possible. The Court finds that the notice procedure satisfies due process requirements.

64. Judge Cheryl L. Pollak

Dover v. British Airways, PLC (UK), (October 9, 2018)
No. 12-cv-5567 (E.D.N.Y.), in response to two objections:

JND Legal Administration was appointed as the Settlement Claims Administrator, responsible for providing the required notices to Class Members and overseeing the claims process, particularly the processing of Cash Claim Forms...the overwhelmingly positive response to the Settlement by the Class Members, reinforces the Court's conclusion that the Settlement is fair, adequate, and reasonable.

65. Judge Edward J. Davila

In re Intuit Data Litig., (October 4, 2018)
No. 15-CV-1778-EJD (N.D. Cal.):

The Court appoints JND Legal Administration (“JND”) to serve as the Settlement Administrator...The Court approves the program for disseminating notice to Class Members set forth in the Agreement and Exhibit A thereto (herein, the “Notice Program”). The Court approves the form and content of the proposed forms of notice, in the forms attached as Attachments 1 through 3 to Exhibit A to the Agreement. The Court finds that the proposed forms of notice are clear and readily understandable by Class Members. The Court finds that the Notice Program, including the proposed forms of notice, is reasonable and appropriate and satisfies any applicable due process and other requirements, and is the only notice to the Class Members of the Settlement that is required.

66. Honorable Otis D. Wright, II

Chester v. The TJX Cos., (May 15, 2018)
No. 15-cv-01437 (C.D. Cal.):

... the Court finds and determines that the Notice to Class Members was complete and constitutionally sound, because individual notices were mailed and/or emailed to all Class Members whose identities and addresses are reasonably known to the Parties, and Notice was published in accordance with this Court’s Preliminary Approval Order, and such notice was the best notice practicable ...

67. Honorable Susan J. Dlott

Linneman v. Vita-Mix Corp., (May 3, 2018)
No. 15-cv-01437 (C.D. Cal.):

JND Legal Administration, previously appointed to supervise and administer the notice process, as well as oversee the administration of the Settlement, appropriately issued notice to the Class as more fully set forth in the Agreement, which included the creation and operation of the Settlement Website and more than 3.8 million mailed or emailed notices to Class Members. As of March 27, 2018, approximately 300,000 claims have been filed by Class Members, further demonstrating the success of the Court-approved notice program.

68. Honorable David O. Carter

Hernandez v. Experian Info. Sols., Inc., (April 6, 2018)

No. 05-cv-1070 (C.D. Cal.):

The Court finds, however, that the notice had significant value for the Class, resulting in over 200,000 newly approved claims—a 28% increase in the number of Class members who will receive claimed benefits—not including the almost 100,000 Class members who have visited the CCRA section of the Settlement Website thus far and the further 100,000 estimated visits expected through the end of 2019. (Dkt. 1114-1 at 3, 6). Furthermore, the notice and claims process is being conducted efficiently at a total cost of approximately \$6 million, or \$2.5 million less than the projected 2009 Proposed Settlement notice and claims process, despite intervening increases in postage rates and general inflation. In addition, the Court finds that the notice conducted in connection with the 2009 Proposed Settlement has significant ongoing value to this Class, first in notifying in 2009 over 15 million Class members of their rights under the Fair Credit Reporting Act (the ignorance of which for most Class members was one area on which Class Counsel and White Objectors' counsel were in agreement), and because of the hundreds of thousands of claims submitted in response to that notice, and processed and validated by the claims administrator, which will be honored in this Settlement.

69. Judge Ann D. Montgomery

In re Wholesale Grocery Prod. Antitrust Litig., (November 16, 2017)

No. 9-md-2090 (ADM) (TNL) (D. Minn.):

Notice provider and claims administrator JND Legal Administration LLC provided proof that mailing conformed to the Preliminary Approval Order in a declaration filed contemporaneously with the Motion for Final Approval of Class Settlement. This notice program fully complied with Fed. R. Civ. P. 23, satisfied the requirements of due process, is the best notice practicable under the circumstances, and constituted due and adequate notice to the Class of the Settlement, Final Approval Hearing and other matters referred to in the Notice.

IV.

CASE EXPERIENCE

Ms. Keough has played an important role in hundreds of matters throughout her career. A partial listing of her notice and claims administration case work is provided below.

CASE NAME	CASE NUMBER	LOCATION
<i>Aaland v. Contractors.com and One Planet Ops</i>	19-2-242124 SEA	Wash. Super. Ct.
<i>A.B. v. Regents of the Univ. of California</i>	20-cv-09555-RGK-E	C.D. Cal.
<i>Achziger v. IDS Prop. Cas. Ins.</i>	14-cv-5445	W.D. Wash.
<i>Adair v. Michigan Pain Specialist, PLLC</i>	14-28156-NO	Mich. Cir.
<i>Adkins v. EQT Prod. Co.</i>	10-cv-00037-JPJ-PMS	W.D. Va.
<i>Advance Trust & Life Escrow Serv., LTA v. PHL Variable Ins. Co.</i>	18-cv-03444 (MKV)	S.D.N.Y.
<i>Advance Trust & Life Escrow Serv., LTA v. ReliaStar Life Ins. Co.</i>	18-cv-2863-DWF-ECW	D. Minn.
<i>Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co.</i>	18-cv-01897-DDD-NYW	D. Colo.
<i>Ahmed v. HSBC Bank USA, NA</i>	15-cv-2057-FMO-SPx	N.D. Ill.
<i>Alexander v. District of Columbia</i>	17-1885 (ABJ)	D.D.C.
<i>Allagas v. BP Solar Int'l, Inc.</i>	14-cv-00560 (SI)	N.D. Cal.
<i>Allen v. Apache Corp.</i>	22-cv-00063-JAR	E.D. Okla.
<i>Amador v. Baca</i>	10-cv-1649	C.D. Cal.
<i>Amin v. Mercedes-Benz USA, LLC</i>	17-cv-01701-AT	N.D. Ga.
<i>Armstead v. VGW Malta Ltd.</i>	2022-CI-00553	Ky. Cir. Ct.
<i>Andrews v. Plains All Am. Pipeline, L.P.</i>	15-cv-04113-PSG-JEM	C.D. Cal.
<i>Anger v. Accretive Health</i>	14-cv-12864	E.D. Mich.
<i>Arnold v. State Farm Fire and Cas. Co.</i>	17-cv-148-TFM-C	S.D. Ala.
<i>Arthur v. Sallie Mae, Inc.</i>	10-cv-00198-JLR	W.D. Wash.
<i>Atkins v. Nat'l. Gen. Ins. Co.</i>	16-2-04728-4	Wash. Super. Ct.
<i>Atl. Ambulance Corp. v. Cullum & Hitti</i>	MRS-L-264-12	N.J. Super. Ct.
<i>Backer Law Firm, LLC v. Costco Wholesale Corp.</i>	15-cv-327 (SRB)	W.D. Mo.
<i>Baker v. Equity Residential Mgmt., LLC</i>	18-cv-11175	D. Mass.
<i>Bankhead v. First Advantage Background Servs. Corp.</i>	17-cv-02910-LMM-CCB	N.D. Ga.
<i>Banks v. R.C. Bigelow, Inc.</i>	20-cv-06208-DDP (RAOx)	C.D. Cal.

CASE NAME	CASE NUMBER	LOCATION
<i>Barbanell v. One Med. Grp., Inc.</i>	CGC-18-566232	Cal. Super. Ct.
<i>Barrios v. City of Chicago</i>	15-cv-02648	N.D. Ill.
<i>Beaucage v. Ticketmaster Canada Holdings, ULC</i>	CV-20-00640518-00CP	Ont. Super. Ct.
<i>Belanger v. RoundPoint Mortg. Servicing</i>	17-cv-23307-MGC	S.D. Fla.
<i>Belin v. Health Ins. Innovations, Inc.</i>	19-cv-61430-AHS	S.D. Fla.
<i>Beltran v. InterExchange, Inc.</i>	14-cv-3074	D. Colo.
<i>Benson v. DoubleDown Interactive, LLC</i>	18-cv-00525-RSL	W.D. Wash.
<i>Bland v. Premier Nutrition Corp.</i>	RG19-002714	Cal. Super. Ct.
<i>Blankenship v. HAPO Cmty. Credit Union</i>	19-2-00922-03	Wash. Super. Ct.
<i>Blasi v. United Debt Serv., LLC</i>	14-cv-0083	S.D. Ohio
<i>Bollenbach Enters. Ltd. P'ship. v. Oklahoma Energy Acquisitions</i>	17-cv-134	W.D. Okla.
<i>Boskie v. Backgroundchecks.com</i>	2019CP3200824	S.C. C.P.
<i>Botts v. Johns Hopkins Univ.</i>	20-cv-01335-JRR	D. Md.
<i>Boyd v. RREM Inc., d/b/a Winston</i>	2019-CH-02321	Ill. Cir. Ct.
<i>Bradley v. Honecker Cowling LLP</i>	18-cv-01929-CL	D. Or.
<i>Brasch v. K. Hovnanian Enter. Inc.</i>	30-2013-00649417-CU-CD-CXC	Cal. Super. Ct.
<i>Brighton Tr. LLC, as Tr. v. Genworth Life & Annuity Ins. Co.</i>	20-cv-240-DJN	E.D. Va.
<i>Brna v. Isle of Capri Casinos</i>	17-cv-60144 (FAM)	S.D. Fla.
<i>Bromley v. SXSW LLC</i>	20-cv-439	W.D. Tex.
<i>Browning v. Yahoo!</i>	C04-01463 HRL	N.D. Cal.
<i>Bruzek v. Husky Oil Operations Ltd.</i>	18-cv-00697	W.D. Wis.
<i>Burnett v. Nat'l Assoc. of Realtors</i>	19-CV-00332-SRB	W.D. Mo.
<i>Careathers v. Red Bull N. Am., Inc.</i>	13-cv-369 (KPF)	S.D.N.Y.
<i>Carillo v. Wells Fargo Bank, N.A.</i>	18-cv-03095	E.D.N.Y.
<i>Carmack v. Amaya Inc.</i>	16-cv-1884	D.N.J.
<i>Cavallaro v. USAA</i>	20-CV-00414-TSB	S.D. Ohio
<i>Cecil v. BP Am. Prod. Co.</i>	16-cv-410 (RAW)	E.D. Okla.
<i>Chapman v. GEICO Cas. Co.</i>	37-2019-00000650-CU-CR-CTL	Cal. Super. Ct.
<i>Chapman v. Gen. Motors, LLC</i>	19-CV-12333-TGB-DRG	E.D. Mich.
<i>City of Philadelphia v. Bank of Am. Corp.</i>	19-CV-1608 (JMF)	S.D.N.Y.
<i>Chester v. TJX Cos.</i>	15-cv-1437 (ODW) (DTB)	C.D. Cal.

CASE NAME	CASE NUMBER	LOCATION
<i>Chieftain Royalty Co. v. BP Am. Prod. Co.</i>	18-cv-00054-JFH-JFJ	N.D. Okla.
<i>Chieftain Royalty Co. v. Marathon Oil Co.</i>	17-cv-334	E.D. Okla.
<i>Chieftain Royalty Co. v. Newfield Exploration Mid-Continent Inc.</i>	17-cv-00336-KEW	E.D. Okla.
<i>Chieftain Royalty Co. v. SM Energy Co.</i>	18-cv-01225-J	W.D. Okla.
<i>Chieftain Royalty Co. v. XTO Energy, Inc.</i>	11-cv-00029-KEW	E.D. Okla.
<i>Christopher v. Residence Mut. Ins. Co.</i>	CIVDS1711860	Cal. Super. Ct.
<i>City of Los Angeles v. Bankrate, Inc.</i>	14-cv-81323 (DMM)	S.D. Fla.
<i>Cline v Sunoco, Inc.</i>	17-cv-313-JAG	E.D. Okla.
<i>Cline v. TouchTunes Music Corp.</i>	14-CIV-4744 (LAK)	S.D.N.Y.
<i>Cobell v. Salazar</i>	96-cv-1285 (TFH)	D.D.C.
<i>Common Ground Healthcare Coop. v. United States</i>	17-877C	F.C.C.
<i>Condo. at Northpointe Assoc. v. State Farm Fire & Cas. Co.</i>	16-cv-01273	N.D. Ohio
<i>Cooper Clark Found. v. Oxy USA</i>	2017-CV-000003	D. Kan.
<i>Corker v. Costco Wholesale Corp.</i>	19-cv-00290-RSL	W.D. Wash.
<i>Corona v. Sony Pictures Entm't Inc.</i>	14-CV-09600-RGK-E	C.D. Cal.
<i>Courtney v. Avid Tech., Inc.</i>	13-cv-10686-WGY	D. Mass.
<i>Cowan v. Devon Energy Corp.</i>	22-cv-00220-JAR	E.D. Okla.
<i>DC 16 v. Sutter Health</i>	RG15753647	Cal. Super. Ct.
<i>D'Amario v. Univ. of Tampa</i>	20-cv-03744	S.D.N.Y.
<i>Dahy v. FedEx Ground Package Sys., Inc.</i>	GD-17-015638	C.P. Pa.
<i>Dargoltz v. Fashion Mkting & Merch. Grp.</i>	2021-009781-CA-01	Fla. Cir. Ct.
<i>DASA Inv., Inc. v. EnerVest Operating LLC</i>	18-cv-00083-SPS	E.D. Okla.
<i>Davis v. Carfax, Inc.</i>	CJ-04-1316L	D. Okla.
<i>Davis v. State Farm Ins.</i>	19-cv-466	W.D. Ky.
<i>DDL Oil & Gas, LLC v Tapstone Energy, LLC</i>	CJ-2019-17	D. Okla.
<i>DeCapua v. Metro. Prop. and Cas. Ins. Co.</i>	18-cv-00590	D.R.I.
<i>DeFrees v. Kirkland and U.S. Aerospace, Inc.</i>	CV 11-04574	C.D. Cal.
<i>Deitrich v. Enerfin Res. I Ltd. P'ship</i>	20-cv-084-KEW	E.D. Okla.
<i>de Lacour v. Colgate-Palmolive Co.</i>	16-cv-8364-KW	S.D.N.Y.
<i>Delkener v. Cottage Health Sys.</i>	30-2016-847934 (CU) (NP) (CXC)	Cal. Super. Ct.
<i>DeMarco v. AvalonBay Communities, Inc.</i>	15-cv-00628-JLL-JAD	D.N.J.

CASE NAME	CASE NUMBER	LOCATION
<i>Diel v Salal Credit Union</i>	19-2-10266-7 KNT	Wash. Super. Ct.
<i>Dinsmore v. ONEOK Field Serv. Co., L.L.C.</i>	22-cv-00073-GKF-CDL	N.D. Okla.
<i>Dinsmore v. Phillips 66 Co.</i>	22-CV-44-JFH	E.D. Okla.
<i>Djoric v. Justin Brands, Inc.</i>	BC574927	Cal. Super. Ct.
<i>Doan v. CORT Furniture Rental Corp.</i>	30-2017-00904345-CU-BT-CXC	Cal. Super. Ct.
<i>Doan v. State Farm Gen. Ins. Co.</i>	1-08-cv-129264	Cal. Super. Ct.
<i>Dobbins v. Bank of Am., N.A.</i>	17-cv-00540	D. Md.
<i>Doe v. California Dep't. of Pub. Health</i>	20STCV32364	Cal. Super. Ct.
<i>Doe v MindGeek USA Incorp.</i>	21-cv-00338	C.D. Cal.
<i>Donnenfeld v. Petro, Inc.</i>	17-cv-02310	E.D.N.Y.
<i>Dougherty v. Barrett Bus. Serv., Inc.</i>	17-2-05619-1	Wash. Super. Ct.
<i>Dougherty v. QuickSIUS, LLC</i>	15-cv-06432-JHS	E.D. Pa.
<i>Dover v. British Airways, PLC (UK)</i>	12-cv-5567	E.D.N.Y.
<i>Duarte v. US Metals Ref. Co.</i>	17-cv-01624	D.N.J.
<i>Dwyer v. Snap Fitness, Inc.</i>	17-cv-00455-MRB	S.D. Ohio
<i>Dye v. Richmond Am. Homes of California, Inc.</i>	30-2013-00649460-CU-CD-CXC	Cal. Super. Ct.
<i>Edwards v. Arkansas Cancer Clinic, P.A.</i>	35CV-18-1171	Ark. Cir. Ct.
<i>Edwards v. Hearst Commc'ns., Inc.</i>	15-cv-9279 (AT) (JLC)	S.D.N.Y.
<i>Elec. Welfare Trust Fund v. United States</i>	19-353C	Fed. Cl.
<i>Engquist v. City of Los Angeles</i>	BC591331	Cal. Super. Ct.
<i>Expedia Hotel Taxes & Fees Litig.</i>	05-2-02060-1 (SEA)	Wash. Super. Ct.
<i>Express Freight Int'l v. Hino Motors, LTD.</i>	22-cv-22483	S.D. Fla.
<i>Family Med. Pharmacy LLC v. Impax Labs., Inc.</i>	17-cv-53	S.D. Ala.
<i>Family Med. Pharmacy LLC v. Trxade Grp. Inc.</i>	15-cv-00590-KD-B	S.D. Ala.
<i>Farmer v. Bank of Am.</i>	11-cv-00935-OLG	W.D. Tex.
<i>Farris v. Carlinville Rehab and Health Care Ctr.</i>	2019CH42	Ill. Cir. Ct.
<i>Ferrando v. Zynga Inc.</i>	22-cv-00214-RSL	W.D. Wash.
<i>Fielder v. Mechanics Bank</i>	BC721391	Cal. Super. Ct.
<i>Finerman v. Marriott Ownership Resorts, Inc.</i>	14-cv-1154-J-32MCR	M.D. Fla.
<i>Fishon v. Premier Nutrition Corp.</i>	16-CV-06980-RS	N.D. Cal.
<i>Fitzgerald v. Lime Rock Res.</i>	CJ-2017-31	Okla. Dist. Ct.
<i>Folweiler v. Am. Family Ins. Co.</i>	16-2-16112-0	Wash. Super. Ct.

CASE NAME	CASE NUMBER	LOCATION
<i>Fosbrink v. Area Wide Protective, Inc.</i>	17-cv-1154-T-30CPT	M.D. Fla.
<i>Franklin v. Equity Residential</i>	651360/2016	N.Y. Super. Ct.
<i>Frederick v. ExamSoft Worldwide, Inc.</i>	2021L001116	Ill. Cir. Ct.
<i>Frost v. LG Elec. MobileComm U.S.A., Inc.</i>	37-2012-00098755-CU-PL-CTL	Cal. Super. Ct.
<i>FTC v. AT&T Mobility, LLC</i>	14CV4785	N.D. Cal.
<i>FTC v. Consumerinfo.com</i>	SACV05-801 AHS (MLGx)	C.D. Cal.
<i>FTC v. Fashion Nova, LLC</i>	C4759	
<i>FTC v. Reckitt Benckiser Grp. PLC</i>	19CV00028	W.D. Va.
<i>Gehrich v. Howe</i>	37-2018-00041295-CU-SL-CTL	N.D. Ga.
<i>Gifford v. Pets Global, Inc.</i>	21-cv-02136-CJC-MRW	C.D. Cal.
<i>Gomez v. Mycles Cycles, Inc.</i>	37-2015-00043311-CU-BT-CTL	Cal. Super. Ct.
<i>Gonzalez v. Banner Bank</i>	20-cv-05151-SAB	E.D. Wash.
<i>Gonzalez-Tzita v. City of Los Angeles</i>	16-cv-00194	C.D. Cal.
<i>Graf v. Orbit Machining Co.</i>	2020CH03280	Ill. Cir. Ct.
<i>Gragg v. Orange Cab Co.</i>	C12-0576RSL	W.D. Wash.
<i>Graham v. Univ. of Michigan</i>	21-cv-11168-VAR-EAS	E.D. Mich.
<i>Granados v. Cnty. of Los Angeles</i>	BC361470	Cal. Super., Ct.
<i>Gudz v. Jemrock Realty Co., LLC</i>	603555/2009	N.Y. Super. Ct.
<i>Gupta v. Aeries Software, Inc.</i>	20-cv-00995	C.D. Cal.
<i>Gutierrez, Jr. v. Amplify Energy Corp.</i>	21-cv-01628-DOC-JDE	C.D. Cal.
<i>Hahn v. Hanil Dev., Inc.</i>	BC468669	Cal. Super. Ct.
<i>Haines v. Washington Trust Bank</i>	20-2-10459-1	Wash. Super. Ct.
<i>Halperin v. YouFit Health Clubs</i>	18-cv-61722-WPD	S.D. Fla.
<i>Hanks v. Lincoln Life & Annuity Co. of New York</i>	16-cv-6399 PKC	S.D.N.Y.
<i>Harrington v. Wells Fargo Bank NA</i>	19-cv-11180-RGS	D. Mass.
<i>Harris v. Chevron U.S.A., Inc.</i>	15-cv-00094	W.D. Okla.
<i>Hartnett v. Washington Fed., Inc.</i>	21-cv-00888-RSM-MLP	W.D. Wash.
<i>Hawker v. Pekin Ins. Co.</i>	20-cv-00830	S.D. Ohio
<i>Hay Creek Royalties, LLC v Mewbourne Oil Co.</i>	CIV-20-1199-F	W.D. Okla.
<i>Hay Creek Royalties, LLC v. Roan Res. LLC</i>	19-cv-00177-CVE-JFJ	N.D. Okla.
<i>Health Republic Ins. Co. v. United States</i>	16-259C	F.C.C.
<i>Heathcote v. SpinX Games Ltd.</i>	20-cv-01310	W.D. Wis.

CASE NAME	CASE NUMBER	LOCATION
<i>Henry Price Trust v Plains Mkting</i>	19-cv-00390-RAW	E.D. Okla.
<i>Hernandez v. Experian Info. Sols., Inc.</i>	05-cv-1070 (DOC) (MLGx)	C.D. Cal.
<i>Hernandez v. Wells Fargo Bank, N.A.</i>	18-cv-07354	N.D. Cal.
<i>Herrera v. Wells Fargo Bank, N.A.</i>	18-cv-00332-JVS-MRW	C.D. Cal.
<i>Hicks v. State Farm Fire and Cas. Co.</i>	14-cv-00053-HRW-MAS	E.D. Ky.
<i>Hill v. Valli Produce of Evanston</i>	2019CH13196	Ill. Cir. Ct.
<i>Hill-Green v. Experian Info. Solutions, Inc.</i>	19-cv-708-MHL	E.D. Va.
<i>Holmes v. LM Ins. Corp.</i>	19-cv-00466	M.D. Tenn.
<i>Holt v. Murphy Oil USA, Inc.</i>	17-cv-911	N.D. Fla.
<i>Hoog v. PetroQuest Energy, L.L.C.</i>	16-cv-00463-KEW	E.D. Okla.
<i>Horton v. Cavalry Portfolio Serv., LLC and Krejci v. Cavalry Portfolio Serv., LLC</i>	13-cv-0307-JAH-WVG and 16-cv-00211-JAH-WVG	C.D. Cal.
<i>Howell v. Checkr, Inc.</i>	17-cv-4305	N.D. Cal.
<i>Hoyte v. Gov't of D.C.</i>	13-cv-00569	D.D.C.
<i>Hufford v. Maxim Inc.</i>	19-cv-04452-ALC-RWL	S.D.N.Y.
<i>Huntzinger v. Suunto Oy</i>	37-2018-27159 (CU) (BT) (CTL)	Cal. Super. Ct.
<i>In re Air Cargo Shipping Servs. Antitrust Litig.</i>	06-md-1775 (JG) (VVP)	E.D.N.Y.
<i>In re Am. Express Fin. Advisors Sec. Litig.</i>	04 Civ. 1773 (DAB)	S.D.N.Y.
<i>In re AMR Corp. (Am. Airlines Bankr.)</i>	1-15463 (SHL)	S.D.N.Y.
<i>In re Arizona Theranos, Inc. Litig.</i>	16-cv-2138-DGC	D. Ariz.
<i>In re Auction Houses Antitrust Litig.</i>	00-648 (LAK)	S.D.N.Y.
<i>In re AXA Equitable Life Ins. Co. COI Litig.</i>	16-cv-740 (JMF)	S.D.N.Y.
<i>In re Banner Health Data Breach Litig.</i>	16-cv-02696	D. Ariz.
<i>In re Blue Cross Blue Shield Antitrust Litig.</i>	13-CV-20000-RDP	N.D. Ala.
<i>In re Broiler Chicken Antitrust Litig.</i>	16-cv-08637	N.D. Ill.
<i>In re Chaparral Energy, Inc.</i>	20-11947 (MFW)	D. Del. Bankr.
<i>In re Classmates.com</i>	C09-45RAJ	W.D. Wash.
<i>In re Equifax Inc. Customer Data Sec. Breach Litig.</i>	17-md-2800-TWT	N.D. Ga.
<i>In re Farm-raised Salmon and Salmon Prod. Antitrust Litig.</i>	19-cv-21551-CMA	S.D. Fla.
<i>In re General Motors LLC Ignition Switch Litig.</i>	14-md-2543	S.D.N.Y.
<i>In re Glob. Tel*Link Corp. Litig.</i>	14-CV-5275	W.D. Ark.
<i>In re Guess Outlet Store Pricing</i>	JCCP No. 4833	Cal. Super. Ct.

CASE NAME	CASE NUMBER	LOCATION
<i>In re Intuit Data Litig.</i>	15-CV-1778-EJD	N.D. Cal.
<i>In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig. (Indirect-Purchasers)</i>	14-md-02542	S.D.N.Y.
<i>In re LIBOR-Based Fin. Instruments Antitrust Litig.</i>	11-md-2262 (NRB)	S.D.N.Y.
<i>In re Local TV Advert. Antitrust Litig.</i>	MDL No. 2867	N.D. Ill.
<i>In re MacBook Keyboard Litig.</i>	18-cv-02813-EDJ	N.D. Cal.
<i>In re Mercedes-Benz Emissions Litig.</i>	16-cv-881 (KM) (ESK)	D.N.J.
<i>In re MyFord Touch Consumer Litig.</i>	13-cv-3072 (EMC)	N.D. Cal.
<i>In re Nat'l Football League's Sunday Ticket Antitrust Litig.</i>	15-mi-02668-PSG (JEMx)	C.D. Cal.
<i>In re Navistar MaxxForce Engines Mktg., Sales Practices and Prods. Liab. Litig.</i>	14-cv-10318	N.D. Ill.
<i>In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010</i>	2179 (MDL)	E.D. La.
<i>In re Packaged Seafood Products Antitrust Litig. (DPP and EPP Class)</i>	15-md-02670	S.D. Cal.
<i>In re PHH Lender Placed Ins. Litig.</i>	12-cv-1117 (NLH) (KMW)	D.N.J.
<i>In re Pokémon Go Nuisance Litig.</i>	16-cv-04300	N.D. Cal.
<i>In re Polyurethane Foam Antitrust Litig.</i>	10-md-196 (JZ)	N.D. Ohio
<i>In re Pre-Filled Propane Tank Antitrust Litig.</i>	14-md-02567	W.D. Mo.
<i>In re Processed Egg Prod. Antitrust Litig.</i>	08-MD-02002	E.D. Pa.
<i>In re Resistors Antitrust Litig.</i>	15-cv-03820-JD	N.D. Cal.
<i>In re Ripple Labs Inc. Litig.</i>	18-cv-06753-PJH	N.D. Cal.
<i>In re Rockwell Med. Inc. Stockholder Derivative Litig.</i>	19-cv-02373	E.D. N.Y.
<i>In re Sheridan Holding Co. I, LLC</i>	20-31884 (DRJ)	Bankr. S.D. Tex.
<i>In re Stryker Rejuvenate and ABG II Hip Implant Prods. Liab. Litig.</i>	13-md-2441	D. Minn.
<i>In re Subaru Battery Drain Prods. Liab. Litig.</i>	20-cv-03095-JHR-MJS	D.N.J.
<i>In re The Engle Trust Fund</i>	94-08273 CA 22	Fla. 11th Cir. Ct.
<i>In re TransUnion Rental Screening Sol. Inc. FCRA Litig.</i>	20-md-02933-JPB	N.D. Ga.
<i>In re Unit Petroleum Co.</i>	20-32738 (DRJ)	Bankr. S.D. Tex.
<i>In re Volkswagen "Clean Diesel" Mktg., Sales Practice and Prods. Liab. Litig.</i>	MDL 2672 CRB	N.D. Cal.
<i>In re Washington Mut. Inc. Sec. Litig.</i>	8-md-1919 (MJP)	W.D. Wash.

CASE NAME	CASE NUMBER	LOCATION
<i>In re Webloyalty.com, Inc. Mktg. & Sales Practices Litig.</i>	06-11620-JLT	D. Mass.
<i>In re Wholesale Grocery Prod. Antitrust Litig.</i>	9-md-2090 (ADM) (TNL)	D. Minn.
<i>In re Yahoo! Inc. Sec. Litig.</i>	17-cv-373	N.D. Cal.
<i>In the Matter of the Complaint of Dordellas Finance Corp.</i>	22-cv-02153-DOC-JDE	C.D. Cal.
<i>James v. PacifiCorp.</i>	20cv33885	Or. Cir. Ct.
<i>Jerome v. Elan 99, LLC</i>	2018-02263	Tx. Dist. Ct.
<i>Jet Capital Master Fund L.P. v. HRG Grp. Inc.</i>	21-cv-552-jdp	W.D. Wis.
<i>Jeter v. Bullseye Energy, Inc.</i>	12-cv-411 (TCK) (PJC)	N.D. Okla.
<i>Johnson v. Hyundai Capital Am.</i>	BC565263	Cal. Super. Ct.
<i>Johnson v. MGM Holdings, Inc.</i>	17-cv-00541	W.D. Wash.
<i>Johnston v. Camino Natural Res., LLC</i>	19-cv-02742-CMA-SKC	D. Colo.
<i>Jones v. USAA Gen. Indem. Co.</i>	D01CI200009724	D. Neb.
<i>Jordan v. WP Co. LLC, d/b/a The Washington Post</i>	20-cv-05218	N.D. Cal.
<i>Kain v. Economist Newspaper NA, Inc.</i>	21-cv-11807-MFL-CI	E.D. Mich.
<i>Kalra v. Mercedes-Benz Canada Inc.</i>	CV-16-550271-00CP	Ont. Super. Ct.
<i>Kennedy v. McCarthy</i>	16-cv-2010-CSH	D. Conn.
<i>Kent v. R.L. Vallee, Inc.</i>	617-6-15	D. Vt.
<i>Kernen v. Casillas Operating LLC</i>	18-cv-00107-JD	W.D. Okla.
<i>Khona v. Subaru of Am., Inc.</i>	19-cv-09323-RMB-AMD	D.N.J.
<i>Kin-Yip Chun v. Fluor Corp.</i>	8-cv-01338-X	N.D. Tex.
<i>King v. Bumble Trading Inc.</i>	18-cv-06868-NC	N.D. Cal.
<i>Kissel v. Code 42 Software Inc.</i>	15-1936 (JLS) (KES)	C.D. Cal.
<i>Kokoszki v. Playboy Enter., Inc.</i>	19-cv-10302	E.D. Mich.
<i>Komesar v. City of Pasadena</i>	BC 677632	Cal. Super. Ct.
<i>Kommer v. Ford Motor Co.</i>	17-cv-00296-LEK-DJS	N.D.N.Y.
<i>Konecky v Allstate</i>	CV-17-10-M-DWM	D. Mont.
<i>Krueger v. Ameriprise Fin., Inc.</i>	11-cv-02781 (SRN/JSM)	D. Minn.
<i>Kunneman Props. LLC v. Marathon Oil Co.</i>	17-cv-00456-GKF-JFJ	N.D. Okla.
<i>Lambert v. Navy Fed. Credit Union</i>	19-cv-00103-LO-MSN	E.D. Va.
<i>Langan v. Johnson & Johnson Consumer Co.</i>	13-cv-01471	D. Conn.
<i>Langer v. CME Grp.</i>	2014CH00829	Ill. Cir. Ct.

CASE NAME	CASE NUMBER	LOCATION
<i>Larson v. Allina Health Sys.</i>	17-cv-03835	D. Minn.
<i>Lee v. Hertz Corp., Dollar Thrifty Auto. Grp. Inc.</i>	CGC-15-547520	Cal. Super. Ct.
<i>Lee v. PetroQuest Energy, L.L.C.</i>	16-cv-00516-KEW	E.D. Okla.
<i>Leonard v. John Hancock Life Ins. Co. of NY</i>	18-CV-04994	S.D.N.Y.
<i>Lerman v. Apple Inc</i>	15-cv-07381	E.D.N.Y.
<i>Levy v. Dolgencorp, LLC</i>	20-cv-01037-TJC-MCR	M.D. Fla.
<i>Linderman v. City of Los Angeles</i>	BC650785	Cal. Super. Ct.
<i>Linneman v. Vita-Mix Corp.</i>	15-cv-748	S.D. Ohio
<i>Liotta v. Wolford Boutiques, LLC</i>	16-cv-4634	N.D. Ga.
<i>Lippert v. Baldwin</i>	10-cv-4603	N.D. Ill.
<i>Lloyd v. CVB Fin. Corp.</i>	10-cv-6256 (CAS)	C.D. Cal.
<i>Loblaw Card Program</i>	Remediation Program	
<i>Loftus v. Outside Integrated Media, LLC</i>	21-cv-11809-MAG-DRG	E.D. Mich.
<i>LSIMC, LLC v. Am. Gen. Life Ins. Co.</i>	20-cv-11518	C.D. Cal.
<i>Mabrey v. Autovest</i>	CGC-18-566617	Cal. Super. Ct.
<i>Macias v. Los Angeles County Dep't. of Water and Power</i>	BC594049	Cal. Super. Ct.
<i>Malin v. Ambry Genetics Corp.</i>	30-2018-00994841-CU-SL-CXC	Cal. Super. Ct.
<i>Malone v. Western Digital Corp.</i>	20-cv-03584-NC	N.D. Cal.
<i>Marical v. Boeing Employees' Credit Union</i>	19-2-20417-6	Wash. Super. Ct.
<i>Markson v. CRST Int'l, Inc.</i>	17-cv-01261-SB (SPx)	C.D. Cal.
<i>Martin v. Lindenwood Univ.</i>	20-cv-01128	E.D. Mo.
<i>Martinelli v. Johnson & Johnson</i>	15-cv-01733-MCE-DB	E.D. Cal.
<i>McCall v. Hercules Corp.</i>	66810/2021	N.Y. Super. Ct.
<i>McClellan v. Chase Home Fin.</i>	12-cv-01331-JGB-JEM	C.D. Cal.
<i>McClintock v. Continuum Producer Serv., LLC</i>	17-cv-00259-JAG	E.D. Okla.
<i>McClintock v Enter.</i>	16-cv-00136-KEW	E.D. Okla.
<i>McGann v. Schnuck Markets Inc.</i>	1322-CC00800	Mo. Cir. Ct.
<i>McGraw v. Geico Gen. Ins. Co.</i>	15-2-07829-7	Wash. Super. Ct.
<i>McKibben v. McMahon</i>	14-2171 (JGB) (SP)	C.D. Cal.
<i>McKnight Realty Co. v. Bravo Arkoma, LLC</i>	17-CIV-308 (KEW); 20-CV-428-KEW	E.D. Okla.
<i>McNeill v. Citation Oil & Gas Corp.</i>	17-CIV-121 (KEW)	E.D. Okla.

CASE NAME	CASE NUMBER	LOCATION
<i>McWilliams v. City of Long Beach</i>	BC361469	Cal. Super. Ct.
<i>Messner v. Cambridge Real Estate Servs., Inc.</i>	19CV28815	Or. Cir. Ct.
<i>Metzner v. Quinnipiac Univ.</i>	20-cv-00784	D. Conn.
<i>Mid Is. LP v. Hess Corp.</i>	650911/2013	N.Y. Super. Ct.
<i>Miller Revocable Trust v DCP Operating Co., LP</i>	18-cv-00199-JH	E.D. Okla.
<i>Miller v. Carrington Mortg. Serv., LLC</i>	19-cv-00016-JDL	D. Me.
<i>Miller v. Guenther Mgmt. LLC</i>	20-2-02604-32	Wash. Super. Ct.
<i>Miller v. Mut. of Enumclaw Ins. Co.</i>	19-2-12357-1	Wash. Super. Ct.
<i>Milstead v. Robert Fiance Beauty Sch., Inc.</i>	CAM-L-328-16	N.J. Super. Ct.
<i>Mitchell v Red Bluff Res. Operating, LLC</i>	CJ-2021-323	D. Okla.
<i>Moeller v. Advance Magazine Publishers, Inc.</i>	15-cv-05671 (NRB)	S.D.N.Y.
<i>Mojica v. Securus Techs., Inc.</i>	14-cv-5258	W.D. Ark.
<i>Molnar v. 1-800-Flowers Retail, Inc.</i>	BC 382828	Cal. Super. Ct.
<i>Monteleone v. Nutro Co.</i>	14-cv-00801-ES-JAD	D.N.J.
<i>Moodie v. Maxim HealthCare Servs.</i>	14-cv-03471-FMO-AS	C.D. Cal.
<i>Muir v. Early Warning Servs., LLC</i>	16-cv-00521	D.N.J.
<i>Mylan Pharm., Inc. v. Warner Chilcott Pub. Ltd.</i>	12-3824	E.D. Pa.
<i>Nasseri v. Cytosport, Inc.</i>	BC439181	Cal. Super. Ct.
<i>Nesbitt v. Postmates, Inc.</i>	CGC-15-547146	Cal. Super. Ct.
<i>New Orleans Tax Assessor Project</i>	Tax Assessment Program	
<i>NMPA Late Fee Program Grps. I-IVA</i>	Remediation Program	CRB
<i>Noble v. Northland</i>	UWY-CV-16-6033559-S	Conn. Super. Ct.
<i>Novoa v. GEO Grp., Inc.</i>	17-cv-02514-JGB-SHK	C.D. Cal.
<i>Nozzi v. Housing Auth. of the City of Los Angeles</i>	CV 07-0380 PA (FFMx)	C.D. Cal.
<i>Nwabueza v. AT&T</i>	C 09-01529 SI	N.D. Cal.
<i>Nwauzor v. GEO Grp., Inc.</i>	17-cv-05769	W.D. Wash.
<i>O'Donnell v. Fin. Am. Life Ins. Co.</i>	14-cv-01071	S.D. Ohio
<i>Ostendorf v. Grange Indem. Ins. Co.</i>	19-cv-01147-ALM-KAJ	S.D. Ohio
<i>Paetzold v. Metro. Dist. Comm'n</i>	X07-HHD-CV-18-6090558-S	Conn. Super. Ct.
<i>Palmer v City of Anaheim</i>	30-2017-00938646	Cal. Super. Ct.
<i>Parker v. Time Warner Entm't Co.</i>	239 F.R.D. 318	E.D.N.Y.
<i>Parker v. Universal Pictures</i>	16-cv-1193-CEM-DCI	M.D. Fla.

CASE NAME	CASE NUMBER	LOCATION
<i>Patrick v. Volkswagen Grp. of Am., Inc.</i>	19-cv-01908-MCS-ADS	C.D. Cal.
<i>Pauper Petroleum, LLC v. Kaiser-Francis Oil Co.</i>	19-cv-00514-JFH-JFJ	N.D. Okla.
<i>Pemberton v. Nationstar Mortg. LLC</i>	14-cv-1024-BAS (MSB)	S.D. Cal.
<i>Pena v. Wells Fargo Bank</i>	19-cv-04065-MMC-TSH	N.D. Cal.
<i>Perchlak v. Liddle & Liddle</i>	19-cv-09461	C.D. Cal.
<i>Perez v. DIRECTV</i>	16-cv-01440-JLS-DFM	C.D. Cal.
<i>Perez v. Wells Fargo Co.</i>	17-cv-00454-MMC	N.D. Cal.
<i>Peterson v. Apria Healthcare Grp., Inc.</i>	19-cv-00856	M.D. Fla.
<i>Petersen v. Costco Wholesale Co.</i>	13-cv-01292-DOC-JCG	C.D. Cal.
<i>Phillips v. Hobby Lobby Stores, Inc.</i>	18-cv-01645-JHE; 16-cv-837-JHE	N.D. Ala.
<i>PHT Holding II LLC v. N. Am. Co. for Life and Health Ins.</i>	18-CV-00368	S.D. Iowa
<i>Pierce v Anthem Ins. Cos.</i>	15-cv-00562-TWP-TAB	S. D. Ind.
<i>Pine Manor Investors v. FPI Mgmt., Inc.</i>	34-2018-00237315	Cal. Super. Ct.
<i>Pinon v. Mercedes-Benz USA, LLC and Daimler AG</i>	18-cv-3984	N.D. Ga.
<i>Podawiltz v. Swisher Int'l, Inc.</i>	16CV27621	Or. Cir. Ct.
<i>Press v. J. Crew Grp., Inc.</i>	56-2018-512503 (CU) (BT) (VTA)	Cal. Super. Ct.
<i>Pruitt v. Par-A-Dice Hotel Casino</i>	2020-L-000003	Ill. Cir. Ct.
<i>Purcell v. United Propane Gas, Inc.</i>	14-CI-729	Ky. 2nd Cir.
<i>Quezada v. ArbiterSports, LLC</i>	20-cv-05193-TJS	E.D. Pa.
<i>Ramos v. Hopele of Fort Lauderdale, LLC</i>	17-cv-62100	S.D. Fla.
<i>Rayburn v. Santander Consumer USA, Inc.</i>	18-cv-1534	S.D. Ohio
<i>RCC, P.S. v. Unigard Ins. Co.</i>	19-2-17085-9	Wash. Super. Ct.
<i>Reed v. Scientific Games Corp.</i>	18-cv-00565-RSL	W.D. Wash.
<i>Reirdon v. Cimarex Energy Co.</i>	16-CIV-113 (KEW)	E.D. Okla.
<i>Reirdon v. XTO Energy Inc.</i>	16-cv-00087-KEW	E.D. Okla.
<i>Rhea v. Apache Corp.</i>	14-cv-00433-JH	E.D. Okla.
<i>Rice v. Burlington Res. Oil & Gas Co., LP</i>	20-cv-00431-GFK-FHM	N.D. Cal.
<i>Rice v. Insync</i>	30-2014-00701147-CU-NP-CJC	Cal. Super. Ct.
<i>Rice-Redding v. Nationwide Mut. Ins. Co.</i>	18-cv-01203	N.D. Ga.
<i>Rich v. EOS Fitness Brands, LLC</i>	RIC1508918	Cal. Super. Ct.
<i>Rick Nelson Co. v. Sony Music Ent.</i>	18-cv-08791	S.D.N.Y.

CASE NAME	CASE NUMBER	LOCATION
<i>Rocchio v. Rutgers, The State Univ. of New Jersey</i>	MID-L-003039-20	N.J. Super. Ct.
<i>Rollo v. Universal Prop. & Cas. Ins.</i>	2018-027720-CA-01	Fla. Cir. Ct.
<i>Rosado v. Barry Univ., Inc.</i>	20-cv-21813	S.D. Fla.
<i>Rosenberg, D.C., P.A. v. Geico Gen. Ins. Co.</i>	19-cv-61422-CANNON/Hunt	S.D. Fla.
<i>Roth v. GEICO Gen. Ins. Co. and Joffe v. GEICO Indem. Co.</i>	16-cv-62942	S.D. Fla.
<i>Rounds v. FourPoint Energy, LLC</i>	CIV-20-00052-P	W.D. Wis.
<i>Routh v. SEIU Healthcare 775NW</i>	14-cv-00200	W.D. Wash.
<i>Ruppel v. Consumers Union of United States, Inc.</i>	16-cv-2444 (KMK)	S.D.N.Y.
<i>Russett v. Nw. Mut. Life Ins. Co.,</i>	19-cv-07414-KMK	S.D.N.Y.
<i>Saccoccio v. JP Morgan Chase</i>	13-cv-21107	S.D. Fla.
<i>Salgado v. UPMC Jameson</i>	30008-18	C.P. Pa.
<i>Sanders v. Glob. Research Acquisition, LLC</i>	18-cv-00555	M.D. Fla.
<i>Sandoval v. Merlex Stucco Inc.</i>	BC619322	Cal. Super. Ct.
<i>Santa Barbara Channelkeeper v. State Water Res. Control Bd.</i>	37-2020-00005776	Cal. Super. Ct.
<i>Schlesinger v. Ticketmaster</i>	BC304565	Cal. Super. Ct.
<i>Schulte v. Liberty Ins. Corp.</i>	19-cv-00026	S.D. Ohio
<i>Schwartz v. Intimacy in New York, LLC</i>	13-cv-5735 (PGG)	S.D.N.Y.
<i>Seegert v. P.F. Chang's China Bistro</i>	37-2017-00016131-CU-MC-CTL	Cal. Super. Ct.
<i>Senne v. Office of the Comm'r of Baseball</i>	14-cv-00608-JCS	N.D. Cal.
<i>Sholopa v. Turkish Airlines, Inc.</i>	20-cv-03294-ALC	S.D.N.Y.
<i>Shumacher v. Bank of Hope</i>	18STCV02066	Cal. Super. Ct.
<i>Sidibe v. Sutter Health</i>	12-cv-4854-LB	N.D. Cal.
<i>Smith v. Pulte Home Corp.</i>	30-2015-00808112-CU-CD-CXC	Cal. Super. Ct.
<i>Soderstrom v. MSP Crossroads Apartments LLC</i>	16-cv-233 (ADM) (KMM)	D. Minn.
<i>Solorio v. Fresno Comty. Hosp.</i>	15CECG03165	Cal. Super. Ct.
<i>Solberg v. Victim Serv., Inc.</i>	14-cv-05266-VC	N.D. Cal.
<i>Sonner v. Schwabe N. Am., Inc.</i>	15-cv-01358 VAP (SPx)	C.D. Cal.
<i>Speed v. JMA Energy Co., LLC</i>	CJ-2016-59	Okla. Dist. Ct.
<i>Staats v. City of Palo Alto</i>	2015-1-CV-284956	Cal. Super. Ct.
<i>Stanley v. Capri Training Ctr.</i>	ESX-L-1182-16	N.J. Super. Ct.
<i>Staunton Lodge No. 177 v. Pekin Ins. Co.</i>	2020-L-001297	Ill. Cir. Ct.

CASE NAME	CASE NUMBER	LOCATION
<i>Steele v. PayPal, Inc.</i>	05-CV-01720 (ILG) (VVP)	E.D.N.Y.
<i>Stewart v. Early Warning Serv., LLC</i>	18-cv-3277	D.N.J.
<i>Stier v. PEMCO Mut. Ins. Co.</i>	18-2-08153-5	Wash. Super. Ct.
<i>Stillman v. Clermont York Assocs. LLC</i>	603557/09E	N.Y. Super. Ct.
<i>Stout v. The GEO Grp., Inc.</i>	37-2019-00000650-CU-CR-CTL	Cal. Super. Ct.
<i>Strano v. Kiplinger Washington Editors, Inc.</i>	21-cv-12987-TLL-PTM	E.D. Mich.
<i>Strickland v. Carrington Mortg. Servs., LLC</i>	16-cv-25237	S.D. Fla.
<i>Strohm v. Missouri Am. Water Co.</i>	16AE-CV01252	Mo. Cir. Ct.
<i>Stuart v. State Farm Fire & Cas. Co.</i>	14-cv-04001	W.D. Ark.
<i>Sullivan v Wenner Media LLC</i>	16-cv-00960-JTN-ESC	W.D. Mich.
<i>Swafford v. Ovintiv Exploration Inc.</i>	21-cv-00210-SPS	E.D. Okla.
<i>Swetz v. GSK Consumer Health, Inc.</i>	20-cv-04731	S.D.N.Y.
<i>Swinton v. SquareTrade, Inc.</i>	18-CV-00144-SMR-SBJ	S.D. Iowa
<i>Sylvain v. Longwood Auto Acquisitions, Inc.</i>	2021-CA-009091-O	Fla. Cir. Ct.
<i>Terrell v. Costco Wholesale Corp.</i>	16-2-19140-1-SEA	Wash. Super. Ct.
<i>Timberlake v. Fusione, Inc.</i>	BC 616783	Cal. Super. Ct.
<i>Tkachyk v. Traveler's Ins.</i>	16-28-m (DLC)	D. Mont.
<i>T-Mobile Remediation Program</i>	Remediation Program	
<i>Townes, IV v. Trans Union, LLC</i>	04-1488-JJF	D. Del.
<i>Townsend v. G2 Secure Staff</i>	18STCV04429	Cal. Super. Ct.
<i>Trepte v. Bionaire, Inc.</i>	BC540110	Cal. Super. Ct.
<i>Tyus v. Gen. Info. Sols. LLC</i>	2017CP3201389	S.C. C.P.
<i>Udeen v. Subaru of Am., Inc.</i>	10-md-196 (JZ)	D.N.J.
<i>Underwood v. NGL Energy Partners LP</i>	21-CV-0135-CVE-SH	N.D. Okla.
<i>United States v. City of Austin</i>	14-cv-00533-LY	W.D. Tex.
<i>United States v. City of Chicago</i>	16-c-1969	N.D. Ill.
<i>United States v. Greyhound Lines, Inc.</i>	16-67-RGA	D. Del.
<i>USC Student Health Ctr. Settlement</i>	18-cv-04258-SVW	C.D. Cal.
<i>Van Jacobs v. New World Van Lines, Inc.</i>	2019CH02619	Ill. Cir. Ct.
<i>Vasquez v. Libre by Nexus, Inc.</i>	17-cv-00755-CW	N.D. Cal.
<i>Vassalle v. Midland Funding LLC</i>	11-cv-00096	N.D. Ohio

CASE NAME	CASE NUMBER	LOCATION
<i>Vida Longevity Fund, LP v. Lincoln Life & Annuity Co. of New York</i>	19-cv-06004	S.D.N.Y.
<i>Viesse v. Saar's Inc.</i>	17-2-7783-6 (SEA)	Wash. Super. Ct.
<i>Wahl v. Yahoo! Inc.</i>	17-cv-2745 (BLF)	N.D. Cal.
<i>Wake Energy, LLC v. EOG Res., Inc.</i>	20-cv-00183-ABJ	D. Wyo.
<i>Watson v. Checkr, Inc.</i>	19-CV-03396-EMC	N.D. Cal.
<i>Weimar v. Geico Advantage Ins. Co.</i>	19-cv-2698-JTF-tmp	W.D. Tenn.
<i>Weiner v. Ocwen Fin. Corp.</i>	14-cv-02597-MCE-DB	E.D. Cal.
<i>Welsh v. Prop. and Cas. Ins. Co. of Hartford</i>	20-2-05157-3	Wash. Super. Ct.
<i>White Family Minerals, LLC v. EOG Res., Inc.</i>	19-cv-409-KEW	E.D. Okla.
<i>Williams v. Children's Mercy Hosp.</i>	1816-CV 17350	Mo. Cir. Ct.
<i>Williams v. Weyerhaeuser Co.</i>	995787	Cal. Super. Ct.
<i>Wills v. Starbucks Corp.</i>	17-cv-03654	N.D. Ga.
<i>Wilner v. Leopold & Assoc,</i>	15-cv-09374-PED	S.D.N.Y.
<i>Wilson v. Santander Consumer USA, Inc.</i>	20-cv-00152	E.D. Ark.
<i>Wornicki v. Brokerpriceopinion.com, Inc.</i>	13-cv-03258 (PAB) (KMT)	D. Colo.
<i>Wright v. Lyft, Inc.</i>	14-cv-00421-BJR	W.D. Wash.
<i>Wright v. Southern New Hampshire Univ.</i>	20-cv-00609	D.N.H.
<i>Yamagata v. Reckitt Benckiser, LLC</i>	17-cv-03529-CV	N.D. Cal.
<i>Yates v. Checkers</i>	17-cv-09219	N.D. Ill.
<i>Yeske v. Macoupin Energy</i>	2017-L-24	Ill. Cir. Ct.
<i>Z.B. v. Birmingham Cmty. Charter High Sch.</i>	19STCV17092	Cal. Super. Ct.

EXHIBIT B

From: [info@xxxxxxx.com]

To: [Class Member email address]

Subject: Hyundai-Kia Airbag Control Unit Settlement Notice

COURT-APPROVED LEGAL NOTICE

This is an official, Court-approved Notice about a class action settlement.

Please review the important information below.

Questions?

Visit www.ACUSettlement.com
or Call 1-866-287-0740

Hyundai-Kia Airbag Control Unit Settlement

c/o JND Legal Administration
PO Box 91478
Seattle, WA 98111

HYUNDAI-KIA AIRBAG CONTROL UNIT CLASS ACTION SETTLEMENT NOTICE

Cash Payments of up to \$350 and Other Benefits are Available for Eligible Current and Former Owners and Lessees of Certain Hyundai and Kia Vehicles.

PLEASE REFER TO YOUR UNIQUE ID AND PIN TO FILE A CLAIM

YOUR VIN:	YOUR UNIQUE ID:	YOUR PIN:
XXXXXXXXXXXXXXXXXX	<<Unique_ID>>	XXXXXXXX

Dear [Class Member Name],

You are receiving this Notice because you may be a Class Member in a proposed class action settlement in a lawsuit called *In Re: ZF-TRW Airbag Control Units Products Liability Litigation*, Case No. 2:19-ml-02905-JAK-JPR (C.D. Cal.). A list of the Hyundai and Kia Class Vehicles and other important information and case documents are available on the Settlement Website, www.ACUSettlement.com.

Class Members include all persons or entities who or which, on or before [XXXXXX XX, 2025], own, lease, or previously owned or leased Hyundai and Kia Class Vehicles distributed for sale or lease in the United States or any of its territories or possessions. Eligibility for cash payments will be determined by VIN. The Hyundai and Kia Class Vehicles are the:

- 2011-2019 Hyundai Sonata;
- 2011-2019 Hyundai Sonata Hybrid;
- 2018-2023 Hyundai Kona;
- 2022-2023 Hyundai Kona N;
- 2019-2021 Hyundai Veloster;
- 2010-2013 Kia Forte;

- 2010-2013 Kia Forte Koup;
- 2011-2020 Kia Optima;
- 2011-2016 Kia Optima Hybrid; and
- 2011-2012, 2014 Kia Sedona;

The Settlement provides **\$62.1 million** to resolve claims that the Hyundai and Kia Class Vehicles contain defective ZF-TRW airbag control units that are vulnerable to a condition called electrical overstress, which may cause the vehicles' airbags and other safety features to fail during a collision. The Settling defendants deny the claims but have agreed to settle. The Court has not decided who is right.

You have been identified as a potential Class Member based on records from Hyundai and Kia and the DMV. The purpose of this Notice is to inform you of the proposed class action settlement so you may decide what to do. **Your legal rights under the Settlement are affected even if you do nothing, so please read this Notice carefully.**

The cash compensation available will be reimbursement for certain out-of-pocket expenses related to the Recalls and residual payments of up to \$350 for Recalled Vehicles and \$150 for Unrecalled Vehicles.

In addition to the cash payments, the Settlement provides for a New Parts Warranty for the new parts installed pursuant to the Recalls and a robust Hyundai and Kia Class Vehicle inspection program. Please visit www.ACUSettlement.com for more information.

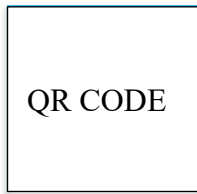
HOW DO I GET A PAYMENT?

You must submit a claim to receive a cash payment. The claims process is easy to complete and will require basic documentation to show your out-of-pocket expenses, such as a receipt or invoice, or a signed affidavit if you don't have a receipt or invoice.

To submit your claim online, please click the "File A Claim" link or scan the QR code below. You can also visit www.ACUSettlement.com and enter your Unique ID and PIN. If you would like to submit your claim by mail, you can download and print the claim form on the Settlement Website or call to request a form. The fastest option is to submit your claim online.

You should submit your claim now. Claim forms must be electronically submitted or postmarked no later than **[XXXX XX, 2026]**. This schedule may change, so please visit the Settlement Website regularly for updates.

FILE A CLAIM

HOW DO I SUBMIT MY CLAIM ONLINE?

Visit the Settlement Website at
www.ACUSettlement.com
or scan the QR code above.



Insert your Unique ID and PIN,
fill out the claim form and
submit.



Under the current schedule, the
deadline to file your claim is **[XXXX
XX, 2026]**.

You should submit your claim now.

WHAT ARE MY OTHER OPTIONS?

You may exclude yourself from or object to the Settlement by **[X, 2025]**.

If you exclude yourself, you will not receive any cash payments, but you will reserve your rights to sue Defendants over the claims that this Settlement resolves. If you do not exclude yourself from the Settlement, you will be bound by the Court's orders and judgments like all other Class Members, even if you do not file a claim.

If you wish to object, the Court will consider your views in deciding whether to approve or reject this Settlement. If the Court does not approve the Settlement, no cash payments will be sent, and the lawsuit will continue. You cannot object if you exclude yourself from the Settlement.

For information on how to exclude yourself or object, visit www.ACUSettlement.com.

WHAT HAPPENS NEXT?

The Court will hold a hearing on **September 29, 2025 at 8:30 a.m. PST**, to consider whether to grant final approval of the Settlement, award fees and costs to the attorneys representing the Class, and service awards to the Settlement Class Representatives. Co-Lead Counsel will ask the Court to award up to 33% of the Settlement Amount (*i.e.* up to \$20,493,033.30) to cover reasonable attorneys' fees plus costs they incurred in litigating this case and securing this nationwide Settlement for the Class. Co-Lead Counsel will also ask the Court to award each of the proposed Settlement Class Representatives a Service Award of up to \$2,500 each for their work in this litigation. You do not need to attend this hearing, but you are welcome to attend at your own expense. The hearing date may change, so please check the Settlement Website regularly for updates.

Questions? Visit www.ACUSettlement.com or Call 1-866-287-0740

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

EXHIBIT C

**Cash Payments of up
to \$350 and Other
Benefits are Available
for Eligible Current and
Former Owners and
Lessees of Certain
Hyundai and Kia
Vehicles.**

You are receiving this Notice because
records indicate you may qualify for this
class action settlement.

Questions?
Visit www.ACUSettlement.com
or
Call 1-866-287-0740

Hyundai-Kia Airbag Control Unit Settlement
c/o JND Legal Administration
PO Box 91478
Seattle WA 98111

«Barcode»

Postal Service: Please do not mark barcode

«Full_Name»
«CF_CARE_OF_NAME»
«CF_ADDRESS_1»
«CF_ADDRESS_2»
«CF_CITY», «CF_STATE» «CF_ZIP»
«CF_COUNTRY»

What is this Class Action Settlement about?

You are receiving this Notice because you may be a Class Member in a proposed class action settlement in a lawsuit called *In Re: ZF-TRW Airbag Control Units Products Liability Litigation*, Case No. 2:19-ml-02905-JAK-JPR (C.D. Cal.). Class Members include current or former owners/lessees of Hyundai and Kia Class Vehicles. A list of the Hyundai and Kia Class Vehicles and other important information and case documents is available on the Settlement Website, www.ACUSettlement.com.

The Settlement provides **\$62.1 million** to resolve claims that the Hyundai and Kia Class Vehicles contain defective ZF-TRW airbag control units that are vulnerable to a condition called electrical overstress, which may cause the vehicles' airbags and other safety features to fail during a collision. The Settling Defendants deny the claims but have agreed to settle. The Court has not decided who is right.

You have been identified as a potential Class Member based on records from Hyundai and Kia and the DMV. The purpose of this Notice is to inform you of the proposed class action settlement so you may decide what to do. **Your legal rights under the Settlement are affected even if you do nothing, so please read this Notice carefully.**

The cash compensation available will be reimbursement for certain out-of-pocket expenses related to the Recalls and residual payments of up to \$350 for Recalled Vehicles and \$150 for Unrecalled Vehicles.

In addition to the cash payments, the Settlement provides for a New Parts Warranty for the new parts installed pursuant to the Recalls and a robust Hyundai and Kia Class Vehicle inspection program. Please visit www.ACUSettlement.com for more information.

How do I get a payment?

You must submit a claim to receive a cash payment. The claims process is easy to complete and will require basic documentation to show your out-of-pocket expenses. To submit your claim online please visit www.ACUSettlement.com. You can also download a claim form on the Settlement Website or call to request a form and submit your claim by mail. The fastest option is to submit your claim online.

You should submit your claim now. Claim forms must be electronically submitted or postmarked no later than [XX XX, 2026]. This schedule may change, so please visit the Settlement Website regularly for updates.

What are my other options?

You may exclude yourself from or object to the Settlement by **[X], 2025]**. If you exclude yourself, you will not receive any cash payments, but you will keep your right to sue Defendants over the claims that this Settlement resolves. If you do not exclude yourself from the Settlement, you will be bound by the Court's orders and judgments like all other Class Members, even if you do not file a claim. If you wish to object, the Court will consider your views in deciding whether to approve or reject this Settlement. If the Court does not approve the Settlement, no cash payments will be sent, and the lawsuit will continue. You cannot object if you exclude yourself from the Settlement. For information on how to exclude yourself or object, visit www.ACUSettlement.com.

What happens next?

The Court will hold a hearing on **September 29, 2025 at 8:30 a.m. PST**, to consider whether to grant final approval of the Settlement, award fees and costs to the attorneys representing the Class, and service awards to the Settlement Class Representatives. Co-Lead Counsel will ask the Court to award up to 33% of the Settlement Amount (i.e. up to \$20,493,033.30 million) to cover reasonable attorneys' fees plus costs they incurred in litigating this case and securing this nationwide Settlement for the Class. Co-Lead Counsel will also ask the Court to award each of the proposed Settlement Class Representatives a service award of up to \$2,500 each for their work in this litigation. You do not need to attend this hearing, but you are welcome to attend at your own expense. The hearing date may change, so please check the Settlement Website regularly for updates.

Questions? Visit www.ACUSettlement.com, call toll-free 1-866-287-0740, email info@xxxxx.com, or write Hyundai-Kia Airbag Control Unit Settlement, c/o JND Legal Administration, PO Box 91478, Seattle WA 98111.

YOUR VIN:	XXXXXXXXXXXXXXXXXX
YOUR UNIQUE ID:	<<Unique_ID>>
YOUR PIN:	XXXXXXX
PLEASE REFER TO YOUR UNIQUE ID AND PIN TO FILE A CLAIM	

QR CODE

Carefully separate this Address Change Form at the perforation

Name: _____

Current Address: _____

Address Change Form

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

PLACE

STAMP

HERE

Hyundai-Kia Airbag Control Unit Settlement
c/o JND Legal Administration
PO Box 91478
Seattle, WA 98111

EXHIBIT D

Banner Ads

728 x 90



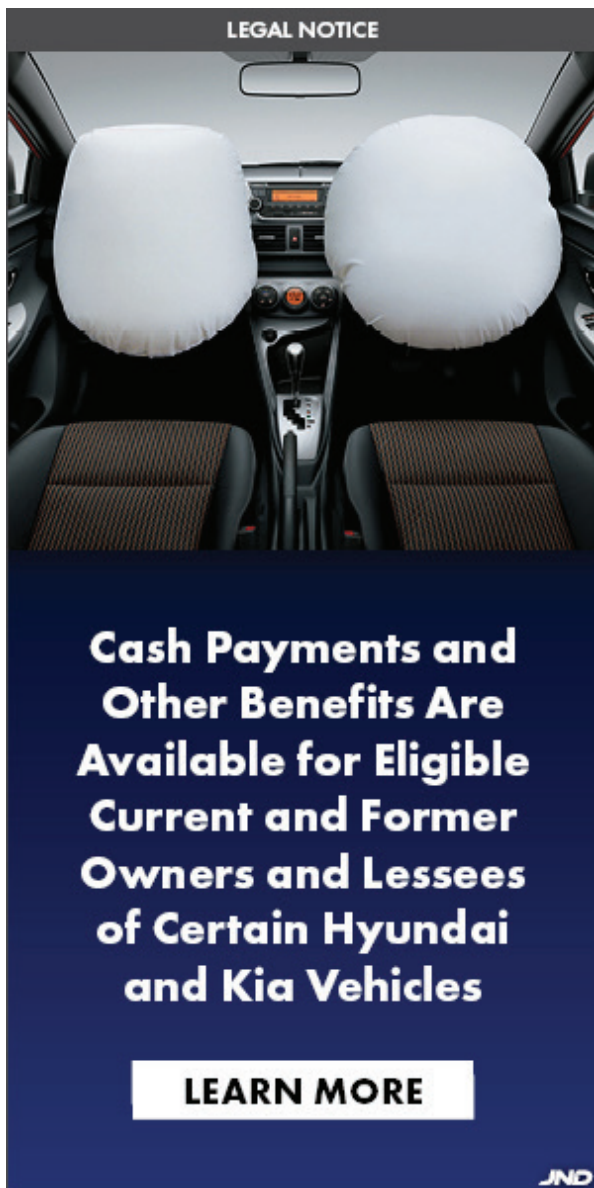
Cash Payments and Other Benefits Are Available for Eligible Current and Former Owners and Lessees of Certain Hyundai and Kia Vehicles

LEARN MORE

LEGAL NOTICE

JND

300 x 600



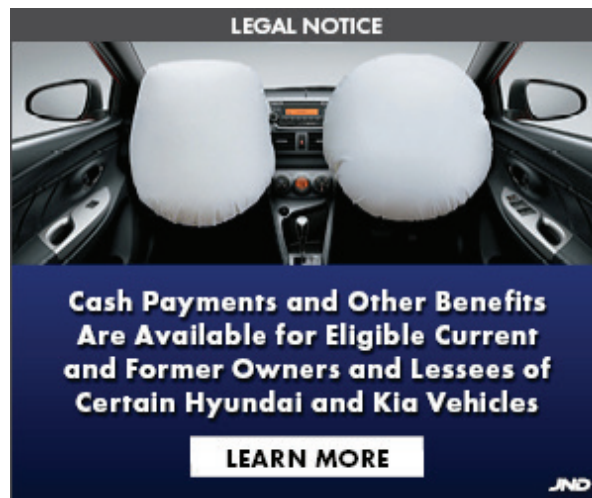
Cash Payments and Other Benefits Are Available for Eligible Current and Former Owners and Lessees of Certain Hyundai and Kia Vehicles

LEARN MORE

LEGAL NOTICE

JND

300 x 250



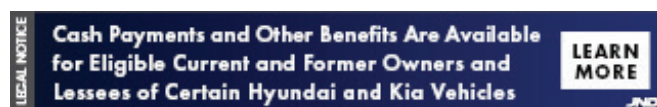
Cash Payments and Other Benefits Are Available for Eligible Current and Former Owners and Lessees of Certain Hyundai and Kia Vehicles

LEARN MORE

LEGAL NOTICE

JND

320 x 50



Cash Payments and Other Benefits Are Available for Eligible Current and Former Owners and Lessees of Certain Hyundai and Kia Vehicles

LEARN MORE

LEGAL NOTICE

JND

Social Media Ads

Facebook Desktop Feed



This is a screenshot of a Facebook desktop feed advertisement. At the top, it says "Class Action Notice" with a megaphone icon and "Sponsored" with a globe icon. The main image shows the interior of a car with two deployed airbags. Below the image, the text reads: "Cash Payments and Other Benefits Are Available for Eligible Current and Former Owners and Lessees of Certain Hyundai and Kia Vehicles". At the bottom, it says "ACUSETTLEMENT.COM" and "AirBag Settlement". There is a "Learn more" button on the right. At the very bottom, there are icons for "Like", "Comment", and "Share".

Class Action Notice
Sponsored

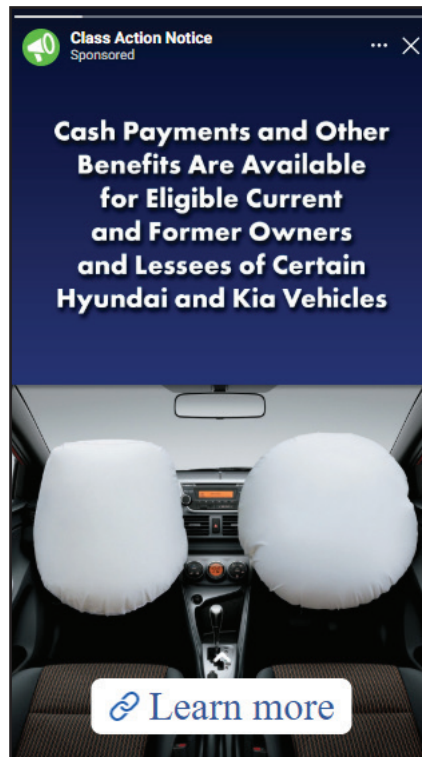
Cash Payments and Other Benefits Are Available for Eligible Current and Former Owners and Lessees of Certain Hyundai and Kia Vehicles

ACUSETTLEMENT.COM
AirBag Settlement

Learn more

Like Comment Share

Facebook Stories



This is a screenshot of a Facebook story advertisement. It features a dark blue background with white text. The text reads: "Cash Payments and Other Benefits Are Available for Eligible Current and Former Owners and Lessees of Certain Hyundai and Kia Vehicles". Below the text is a small image of a car interior with deployed airbags. At the bottom, there is a "Learn more" button with a link icon.

Class Action Notice
Sponsored

Cash Payments and Other Benefits Are Available for Eligible Current and Former Owners and Lessees of Certain Hyundai and Kia Vehicles

Learn more

Facebook Mobile Feed



This is a screenshot of a Facebook mobile feed advertisement. It features a white background. At the top, it says "Class Action Notice" with a megaphone icon and "Sponsored" with a globe icon. The main image shows the interior of a car with two deployed airbags. Below the image, the text reads: "Cash Payments and Other Benefits Are Available for Eligible Current and Former Owners and Lessees of Certain Hyundai and Kia Vehicles". At the bottom, it says "acusettlement.com" and "AirBag Settlement". There is a "Learn more" button on the right. At the very bottom, there are icons for "Like", "Comment", and "Share".

Class Action Notice
Sponsored

Cash Payments and Other Benefits Are Available for Eligible Current and Former Owners and Lessees of Certain Hyundai and Kia Vehicles

acusettlement.com
AirBag Settlement

Learn more

Like Comment Share

Social Media Ads

Instagram Feed



Instagram Stories

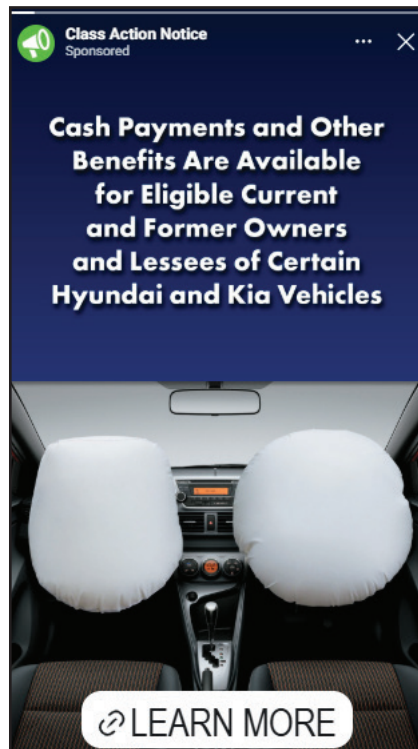



EXHIBIT E

Samples of Responsive Search Ads

Mobile

Sponsored


 www.acusettlement.com/

Airbag Control Unit Settlement - Hyundai and Kia Vehicles

Current and former owners and lessees of certain Hyundai and Kia vehicles are eligible. Cash payments up to \$350 and other benefits are available. File a Claim.

[Key Dates](#) [Important Documents](#) [File a Claim](#)

Sponsored

 www.acusettlement.com/


Hyundai-Kia Vehicles Affected - Airbag Control Unit Settlement

Cash payments up to \$350 and other benefits are available. File a Claim. Current and former owners and lessees of certain Hyundai and Kia vehicles are eligible.

[File a Claim](#) [Important Documents](#) [Key Dates](#)

Desktop

Sponsored


 www.acusettlement.com/

Airbag Control Unit Settlement - File a claim for payment

Cash payments up to \$350 and other benefits are available. File a Claim. Current and former owners and lessees of certain Hyundai and Kia vehicles are eligible.

[Key Dates](#) · [File a Claim](#) · [Important Documents](#) · [FAQ](#)

Sponsored

 www.acusettlement.com/

Hyundai-Kia Vehicles Affected - Airbag Control Unit Settlement

Current and former owners and lessees of certain Hyundai and Kia vehicles are eligible. Cash payments up to \$350 and other benefits are available. File a Claim.

[Key Dates](#) · [FAQ](#) · [File a Claim](#) · [Important Documents](#)

EXHIBIT F

Cash payments of up to \$350 and other benefits are available for eligible current and former owners and lessees of Certain Hyundai and Kia vehicles.

SEATTLE / [XXXX XX, 2025] / [JND Legal Administration](#)

A proposed class action settlement has been reached in a lawsuit called *In Re: ZF-TRW Airbag Control Units Products Liability Litigation*, Case No. 2:19-ml-02905-JAK-JPR (C.D. Cal.). A list of the Hyundai and Kia Class Vehicles and other important information and case documents are available on the Settlement Website, www.ACUSettlement.com.

Class Members include all persons or entities who or which, on [DATE OF THE PRELIMINARY APPROVAL ORDER], own or lease, or previously owned or leased, Hyundai and Kia Class Vehicles that were originally sold or leased in the United States or any of its territories or possessions. Eligibility will be determined by VIN. The Hyundai and Kia Class Vehicles are the:

- 2011-2019 Hyundai Sonata;
- 2011-2019 Hyundai Sonata Hybrid;
- 2018-2023 Hyundai Kona;
- 2022-2023 Hyundai Kona N;
- 2019-2021 Hyundai Veloster;
- 2010-2013 Kia Forte;
- 2010-2013 Kia Forte Koup;
- 2011-2020 Kia Optima;
- 2011-2016 Kia Optima Hybrid; and
- 2011-2012, 2014 Kia Sedona.

The Settlement provides \$62.1 million to resolve claims that the Hyundai and Kia Class Vehicles contain defective ZF-TRW airbag control units that are vulnerable to a condition called electrical overstress, which may cause the vehicles' airbags and other safety features to fail during a collision. The Settling Defendants deny the claims but have agreed to settle. The Court has not decided who is right.

The purpose of this Notice is to inform you of the proposed class action settlement so you may decide what to do. **Your legal rights under the Settlement are affected even if you do nothing, so please read this Notice carefully.**

The cash compensation available will be reimbursement for certain out-of-pocket expenses related to the Recalls and residual payments of up to \$350 for Recalled Vehicles and \$150 for Unrecalled Vehicles.

In addition to the cash payments, the Settlement provides for a New Parts Warranty for the new parts installed pursuant to the Recalls and a robust Hyundai and Kia Class Vehicle inspection program. Please visit www.ACUSettlement.com for more information.

How do I get a payment?

You must submit a claim to receive a cash payment. The claims process is easy to complete and will require basic documentation to show your out-of-pocket expenses.

To submit your claim online please visit www.ACUSettlement.com. You can also download a claim form on the Settlement Website or call to request a form and submit your claim by mail. The fastest option is to submit your claim online.

You should submit your claim now.

Claim forms must be electronically submitted or postmarked no later than **[CLAIM DEADLINE]**. This schedule may change, so please visit the Settlement Website regularly for updates.

What are my other options?

You may exclude yourself from or object to the Settlement by **[X], 2025]**.

If you exclude yourself, you will not receive any cash payments and you will not release any of the claims that this Settlement resolves. If you do not exclude yourself from the Settlement, you will be bound by the Court's orders and judgments like all other Class Members, even if you do not file a claim.

If you wish to object, the Court will consider your views in deciding whether to approve or reject this Settlement. If the Court does not approve the Settlement, no cash payments will be sent, and the lawsuit will continue. You cannot object if you exclude yourself from the Settlement.

For information on how to object or exclude yourself, visit www.ACUSettlement.com.

What happens next?

The Court will hold a hearing on **September 29, 2025 at 8:30 a.m. PST**, to consider whether to grant final approval of the Settlement, award fees and costs to the attorneys representing the Class, and service awards to the Settlement Class Representatives. Co-Lead Counsel will ask the Court to award up to 33% of the Settlement Amount (*i.e.*, up to \$20,493,033.30) to cover reasonable attorneys' fees plus costs they incurred in litigating this case and securing this nationwide Settlement for the Class. Co-Lead Counsel will also ask the Court to award each of the proposed Settlement Class Representatives a service award of up to \$2,500 each for their work in this litigation. You do not need to attend this hearing, but you are welcome to attend at your own expense. The hearing date may change, so please check the Settlement Website regularly for updates.

Questions?

Visit www.ACUSettlement.com or call 1-866-287-0740.

EXHIBIT G

Hyundai-Kia Airbag Control Unit Settlement Notice

A federal court authorized this Notice. This is not a solicitation from a lawyer.

Cash payments of up to \$350 and other benefits are available for eligible current and former owners and lessees of certain Hyundai and Kia vehicles.

Hyundai Motor Company, Hyundai Motor America, Kia Corporation, Kia America, Inc., Hyundai Mobis Co., Ltd., and Mobis Parts America, LLC (together, “Settling Defendants”) have agreed to a proposed class action settlement to resolve claims in a lawsuit called *In re: ZF-TRW Airbag Control Units Products Liability Litigation*, Case No. 2:19-ml-02905-JAK (the “Settlement”).¹

The lawsuit alleges that the Hyundai and Kia Class Vehicles (defined below) contain defective ZF-TRW airbag control units (“ZF-TRW ACUs”) that are vulnerable to a condition called electrical overstress, which may cause the vehicles’ airbags and other safety features to fail during a collision.

The Settling Defendants deny the allegations in the lawsuit but have agreed to this Settlement to resolve the case. The Court has not decided who is right. The purpose of this Notice is to provide you with important information about this Settlement so you may decide what to do. **Your legal rights under this Settlement are affected even if you do nothing, so please read this Notice carefully.**

If approved, this Settlement will provide a \$62.1 million Settlement Amount, which includes cash compensation and other benefits for eligible current and former owners and lessees of Hyundai and Kia Class Vehicles. The available benefits depend in part on whether a Class Vehicle is a Recalled Vehicle or Unrecalled Vehicle. The Settlement benefits include:

1. Reimbursement for certain reasonable out-of-pocket expenses related to the Recalls;
2. Residual distribution payments of up to \$350 for Recalled Vehicles and \$150 for Unrecalled Vehicles;
3. A New Parts Warranty for the new parts installed pursuant to the Recalls to address potential airbag non-deployment due to electrical overstress for ten (10) years from the date of the Preliminary Approval Order;
4. A robust inspection program;
5. An outreach program designed to increase Recall Remedy completion rates; and
6. A potential rental car reimbursement, loaner vehicle, and outreach program for any related future ZF-TRW ACU recall(s) affecting the Unrecalled Vehicles.

¹ Capitalized terms have the meaning assigned to them in the Settlement Agreement, unless otherwise noted.

***YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.***

Questions? Visit www.ACUSettlement.com or call toll-free at 1-866-287-0740

You may be eligible for these benefits if on or before **[DATE COURT ISSUES PRELIMINARY APPROVAL ORDER]**, you own, lease, or previously owned or leased a Hyundai or Kia Class Vehicle. The Hyundai and Kia Class Vehicles are the:

- 2011-2019 Hyundai Sonata;
- 2011-2019 Hyundai Sonata Hybrid;
- 2018-2023 Hyundai Kona;
- 2022-2023 Hyundai Kona N;
- 2019-2021 Hyundai Veloster;
- 2010-2013 Kia Forte;
- 2010-2013 Kia Forte Koup;
- 2011-2020 Kia Optima;
- 2011-2016 Kia Optima Hybrid; and
- 2011-2012, 2014 Kia Sedona.

To determine whether your vehicle is a Hyundai or Kia Class Vehicle, please visit the Settlement Website, www.ACUSettlement.com, which contains a Vehicle Identification Number (“VIN”) lookup tool to check the eligibility of your vehicle.

For their work in securing this Settlement, the attorneys representing the Class will request up to 33% of the Settlement Amount (*i.e.*, up to \$20,493,033.30) in attorneys’ fees and costs. They will also seek service awards of up to \$2,500 for each of the Settlement Class Representatives who brought this lawsuit (the “Class Representative Service Awards”). If approved by the Court, the attorneys’ fees and costs, and Class Representative Service Awards will be paid out of the Settlement Fund.

This Notice provides a summary of this Settlement, and it is important that you review it carefully to understand your legal rights.

The full details of this Settlement, including the Settlement Agreement and other important case documents, are available at www.ACUSettlement.com. Please visit the Settlement Website regularly for further updates about the Settlement.

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www.ACUSettlement.com or call toll-free at 1-866-287-0740

WHAT THIS NOTICE CONTAINS

WHAT THIS NOTICE CONTAINS.....	3
Basic Information	4
1. WHAT IS THIS NOTICE AND LAWSUIT ABOUT?	4
Who is in the Class?	7
2. AM I PART OF THE CLASS?	7
3. IS ANYONE EXCLUDED FROM THE SETTLEMENT?.....	7
Settlement Benefits – What Class Members Get.....	8
4. WHAT DOES THE SETTLEMENT PROVIDE?	8
5. HOW DOES THE OUT-OF-POCKET REIMBURSEMENT CLAIMS PROCESS WORK? ...	8
6. CAN I SUBMIT A CLAIM FOR OUT-OF-POCKET EXPENSES IF THE ZF-TRW ACU IN MY HYUNDAI OR KIA CLASS VEHICLE HAS NOT BEEN RECALLED?.....	9
7. HOW DO I SUBMIT MY CLAIM FOR OUT-OF-POCKET EXPENSES?	10
8. WHEN WILL MY CLAIM FOR OUT-OF-POCKET EXPENSES BE PAID?.....	10
9. I HAVE MULTIPLE HYUNDAI AND/OR KIA CLASS VEHICLES. HOW MANY CLAIMS FOR OUT-OF-POCKET EXPENSES MAY I SUBMIT?.....	10
10. WHEN IS THE DEADLINE FOR THE OUT-OF-POCKET CLAIMS PROCESS?	11
11. HOW DO RESIDUAL PAYMENTS WORK?.....	11
12. HOW DOES THE SETTLEMENT INSPECTION PROGRAM WORK?.....	11
13. HOW DOES THE NEW PARTS WARRANTY WORK?.....	11
14. WHAT IS THE OUTREACH PROGRAM?.....	12
15. WHAT IS THE FUTURE RENTAL CAR REIMBURSEMENT, LOANER VEHICLES, AND OUTREACH PROGRAM?	12
16. WHAT HAPPENS TO ANY UNCLAIMED FUNDS IN THE SETTLEMENT?.....	13
UNDERSTANDING THE CLASS ACTION PROCESS	13
17. WHAT IS A CLASS ACTION?.....	13
18. WHAT AM I GIVING UP TO REMAIN A MEMBER OF THE CLASS?.....	13
19. WHAT HAPPENS IF I DO NOTHING AT ALL?.....	13
Excluding Yourself from the Settlement	14
20. HOW DO I GET OUT OF THE SETTLEMENT?	14
21. IF I DO NOT EXCLUDE MYSELF, CAN I SUE THE SETTLING DEFENDANTS FOR THE SAME THING LATER?	14
22. IF I EXCLUDE MYSELF, CAN I STILL GET A SETTLEMENT PAYMENT?.....	14
The Lawyers Representing You	15
23. DO I HAVE A LAWYER IN THE CASE?	15
24. HOW WILL THE LAWYERS BE PAID?	15

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www.ACUSettlement.com or call toll-free at 1-866-287-0740

Objecting to the Settlement	15
25. HOW DO I TELL THE COURT IF I DO NOT LIKE THE SETTLEMENT?	15
26. WHAT IS THE DIFFERENCE BETWEEN OBJECTING TO THE SETTLEMENT AND EXCLUDING MYSELF FROM THE SETTLEMENT?.....	17
The Court’s Fairness Hearing.....	17
27. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?.....	17
28. DO I HAVE TO COME TO THE HEARING?	17
29. MAY I SPEAK AT THE HEARING?	18
Getting More Information.....	18
30. HOW DO I GET MORE INFORMATION?.....	18

BASIC INFORMATION

1. WHAT IS THIS NOTICE AND LAWSUIT ABOUT?

The federal court overseeing this case authorized this Notice to inform you about a proposed class action settlement in a lawsuit known as *In re: ZF-TRW Airbag Control Units Products Liability Litigation*, Case No. 2:19-ml-02905-JAK. The case is pending before the Honorable John A. Kronstadt in the United States District Court for the Central District of California.

Plaintiffs Larae Angel, Bobbi Jo Birk-LaBarge, John Colbert, Brian Collins, Gerson Damens, Bonnie Dellatorre, Dylan DeMoranville, Joseph Fuller, Tina Fuller, Lawrence Graziano, Michael Hernandez, Kinyata Jones, Diana King, Richard Kintzel, Carl Paul Maurilus, Kenneth Ogorek, Burton Reckles, Dan Sutterfield, Amanda Swanson, and Lore Van Houten (together, the “Settlement Class Representatives”) allege that Hyundai and Kia designed and sold vehicles with a defective ZF-TRW ACU. The ZF-TRW ACU is an electrical component that controls the functions of various safety features, including airbags.

The Settlement Class Representatives allege the ZF-TRW ACUs in the Hyundai and Kia Class Vehicles are vulnerable to an electrical overstress condition that can cause the vehicles’ airbags and other passenger safety systems to malfunction during a collision, which may result in airbag non-deployment or other safety failures. *See Question 2* below for a list of the Hyundai and Kia Class Vehicles.

No party has been found liable for any claims alleged in the lawsuit. The Settling Defendants deny all claims and allegations of wrongdoing in the lawsuit. The Court has not decided who is right. Instead, the Parties have agreed to this Settlement to avoid the costs, risk, and delays associated with continuing this complex and time-consuming litigation.

This Notice explains the litigation, this Settlement, and your legal rights and options under it. If you have any questions, please visit www.ACUSettlement.com or contact the Settlement Notice Administrator at 866-287-0740 or info@X.com.

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www.ACUSettlement.com or call toll-free at 1-866-287-0740

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT

FOR CLASS MEMBERS WITH RECALLED VEHICLES, FILE A CLAIM FOR REIMBURSEMENT

This Settlement reimburses Class Members with Recalled Vehicles for certain reasonable out-of-pocket expenses they incurred in completing the Recalls.

The reimbursement covers the following expenses: (a) reasonable unreimbursed rental car expenses for a rental car that is of a type that is comparable to the Class Member's Recalled Vehicle and transportation expenses incurred while awaiting completion of the Recall Remedy from a Hyundai and Kia Dealer, for a reasonable time that correlates with the time during which the Recall Remedy is being performed; (b) reasonable towing charges to a Hyundai and Kia Dealer for completion of the Recall Remedy; (c) reasonable childcare expenses incurred during the time in which the Recall Remedy is being performed on the Recalled Vehicle by the Hyundai and Kia Dealer; (d) reasonable unreimbursed out-of-pocket costs associated with repairing ZF-TRW ACUs; and (e) reasonable lost wages resulting from lost time from work directly associated with the drop off and/or pickup of a Recalled Vehicle to/from a Hyundai and Kia Dealer for performance of the Recall Remedy.

Please refer to **Questions 5-6** below for more information about the eligible out-of-pocket expenses.

You may submit a claim for reimbursement of out-of-pocket expenses at **www.ACUSettlement.com**. The deadline to submit your reimbursement claim is **[Claims Deadline]**. Please refer to **Question 7** for details on how to submit a claim.

SUBMIT A CLAIM FOR A RESIDUAL PAYMENT OF UP TO \$350 PER CLASS MEMBER FOR RECALLED VEHICLES AND \$150 FOR UNRECALLED VEHICLES

You may submit a claim for a residual distribution payment. These payments will be up to \$350 for Recalled Vehicles and up to \$150 for Unrecalled Vehicles. Residual distribution payments will be distributed on a *per capita* basis and will be determined after all eligible reimbursement claims are paid.

The residual distribution payment is available to each Class Member who submits a Claim Form, which means **you do not need to have a Recalled Vehicle (as long as you own an Unrecalled Vehicle) to be eligible for the residual distribution payment**. You also may submit a claim for the residual distribution payment regardless of whether you incurred any out-of-pocket expenses relating to the Recalls.

Please refer to **Question 11** below for details on the residual distribution payment.

You may submit a claim for the residual distribution payment at **www.ACUSettlement.com**. The deadline to submit your claim is **[Claims Deadline]**.

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www.ACUSettlement.com or call toll-free at 1-866-287-0740

<p>FOR CLASS MEMBERS WITH RECALLED VEHICLES, COMPLETE THE RECALL AND RECEIVE THE NEW PARTS WARRANTY</p>	<p>For Recalled Vehicles, Hyundai and Kia will provide a New Parts Warranty for the new parts installed pursuant to the Recalls to address potential airbag non-deployment due to electrical overstress for ten (10) years from the date of the Preliminary Approval Order.</p> <p>The New Parts Warranty will cover repairs or replacement (including parts and labor) that become necessary due to a defect in a new part installed pursuant to the Recalls. If you have a Recalled Vehicle that has already completed a Recall, you do not need to do anything to obtain the New Parts Warranty. If your Recalled Vehicle has not yet completed a Recall, you must do so to receive the New Parts Warranty.</p> <p>If you have an Unrecalled Vehicle, the New Parts Warranty does not apply to your vehicle.</p> <p>Please refer to Question 13 below for details on the New Parts Warranty.</p>
<p>REQUEST EXCLUSION</p>	<p>If you wish to exclude yourself from this Settlement, you must submit a written request to exclude yourself from, or “opt out” of, the Settlement, by [X], 2025. If you do so, you will not receive any of the benefits offered under this Settlement, but you will preserve your rights to sue the Settling Defendants over the claims being resolved by this Settlement. You cannot both exclude yourself from and object to this Settlement.</p> <p>Please refer to Questions 20-22 for further detail.</p>
<p>OBJECT</p>	<p>If you wish to object to this Settlement, you may write to the lawyers in this case and the Court, and explain what you believe is unfair, unreasonable, or inadequate about the Settlement. You must submit your objection by [X], 2025. If you object to the Settlement, you are expressing your views about the Settlement, but you will remain a member of the Class (if you are otherwise eligible) and you will still release the claims covered by this Settlement. If you make an objection, you must still submit a claim to receive compensation under the Settlement. Please refer to Questions 25 and 26 for further details.</p> <p>If you object to the Settlement, you may ask to speak in Court about the fairness of the Settlement at the Fairness Hearing. Please refer to Questions 27-29 for further details.</p>
<p>DO NOTHING</p>	<p>If you are a Class Member and choose to do nothing, you will not receive certain benefits provided under this Settlement, and you will give up your right to sue or continue to sue the Settling Defendants for the claims in this case.</p>

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www.ACUSettlement.com or call toll-free at 1-866-287-0740

WHO IS IN THE CLASS?**2. AM I PART OF THE CLASS?**

The Class consists of all persons or entities who or which, on **[DATE OF THE PRELIMINARY APPROVAL ORDER]**, own or lease, or previously owned or leased, Hyundai and Kia Class Vehicles that were originally sold or leased in the United States or any of its territories or possessions.

To check whether you have a Hyundai or Kia Class Vehicle, please enter your Vehicle Identification Number (“VIN”) in the VIN lookup tool found at www.ACUSettlement.com.

If you do not know your VIN, please check the driver’s side dashboard and/or driver’s side door post, which will contain the 17-digit VIN for your vehicle. You should take a photo of the VIN with your phone so you have easy access to the number when you’re filing a claim.

Eligibility will be determined by VIN. The Hyundai and Kia Class Vehicles are the:

- 2011-2019 Hyundai Sonata;
- 2011-2019 Hyundai Sonata Hybrid;
- 2018-2023 Hyundai Kona;
- 2022-2023 Hyundai Kona N;
- 2019-2021 Hyundai Veloster;
- 2010-2013 Kia Forte;
- 2010-2013 Kia Forte Koup;
- 2011-2020 Kia Optima;
- 2011-2016 Kia Optima Hybrid; and
- 2011-2012, 2014 Kia Sedona.

If you are not sure whether you are a Class Member, or have any other questions about the Settlement, visit www.ACUSettlement.com, or call toll-free at 1-866-287-0740.

3. IS ANYONE EXCLUDED FROM THE SETTLEMENT?

The following entities and individuals are excluded from the Settlement Class:

- Hyundai and Kia, their officers, directors, employees, and outside counsel; their affiliates and affiliates’ officers, directors, and employees; their distributors and distributors’ officers and directors; and Hyundai’s and Kia’s Dealers and their officers and directors;
- Hyundai Mobis Co., Ltd. and Mobis Parts America, LLC, their officers, directors employees, and outside counsel, and their affiliates and affiliates’ officers, directors, and employees;
- Settlement Class Counsel, Plaintiffs’ counsel, and their employees;
- Judicial officers and their immediate family members and associated court staff assigned to this case;

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www.ACUSettlement.com or call toll-free at 1-866-287-0740

- Persons or entities who previously released their economic loss claims with respect to the issues raised in the Action in an individual settlement with Hyundai and Kia, with Hyundai Mobis Co., Ltd. or Mobis Parts America, LLC, or with any of them; and
- Persons or entities who or which timely and properly exclude themselves from the Class.

For more information, please review the Settlement Agreement available at www.ACUSettlement.com.

SETTLEMENT BENEFITS – WHAT CLASS MEMBERS GET

4. WHAT DOES THE SETTLEMENT PROVIDE?

If approved, this Settlement will provide \$62,100,100 in payments and credits (the “Settlement Amount”). The Settlement Amount will fund numerous Settlement benefits for eligible Class Members.

The Settlement benefits include:

1. Reimbursement for certain reasonable out-of-pocket expenses related to the Recalls;
2. Residual distribution payments of up to \$350 for Recalled Vehicles and \$150 for Unrecalled Vehicles for Class Members who submitted out-of-pocket claims or filed a claim for a residual payment, including those who own or lease Unrecalled Vehicles;
3. A New Parts Warranty for the new parts installed pursuant to the Recalls to address potential airbag non-deployment due to electrical overstress for ten (10) years from the date of the Preliminary Approval Order.
4. A robust inspection program.
5. An outreach program designed to increase Recall Remedy completion rates; and
6. A future rental car reimbursement, loaner vehicle, and outreach program.

Questions 5-6 below describe in detail the various benefits available to Class Members.

5. HOW DOES THE OUT-OF-POCKET REIMBURSEMENT CLAIMS PROCESS WORK?

Hyundai recalled the following Hyundai Class Vehicles in NHTSA Recall No. 18V-137:

- Certain 2011-2013 Hyundai Sonata; and
- Certain 2011-2012 Hyundai Sonata Hybrid.

Kia recalled the following Kia Class Vehicles in NHTSA Recall No. 18V-363:

- 2010-2012 and certain 2013 Kia Forte;
- 2010-2012 and certain 2013 Kia Forte Koup;
- 2011-2012 and certain 2013 Kia Optima;
- 2011-2012 Kia Optima Hybrid; and

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www.ACUSettlement.com or call toll-free at 1-866-287-0740

- 2011-2012 Kia Sedona.

If you own(ed) or lease(d) one of these Recalled Vehicles you may seek reimbursement for certain reasonable out-of-pocket expenses that you incurred to complete the Recalls, as follows:

- Unreimbursed rental car expenses for a rental car comparable to your Recalled Vehicle, or other transportation expenses you incurred, while awaiting completion of the Recall Remedy from a Hyundai or Kia Dealer;
- Towing charges to a Hyundai or Kia Dealer for completion of the Recall Remedy;
- Childcare expenses incurred while the Recall Remedy was or is being performed on your Recalled Vehicle by the Hyundai and Kia Dealer;
- Unreimbursed out-of-pocket costs associated with repairing ZF-TRW ACUs; and
- Lost wages resulting from lost time from work directly associated with the drop off and/or pickup of your Recalled Vehicle to/from a Hyundai or Kia Dealer for performance of the Recall Remedy.

You must submit a claim by **[Claims Deadline]** to seek reimbursement for your out-of-pocket expenses. After you submit your claim, the court-appointed Settlement Special Administrator will review your claim to verify your out-of-pocket expenses and determine the reimbursement payment you will be eligible to receive. The Settlement Special Administrator's decisions regarding claims for reimbursement of out-of-pocket expenses shall be final and not appealable.

For more information about how to submit a claim, please review **Question 6** below.

6. CAN I SUBMIT A CLAIM FOR OUT-OF-POCKET EXPENSES IF THE ZF-TRW ACU IN MY HYUNDAI OR KIA CLASS VEHICLE HAS NOT BEEN RECALLED?

You cannot submit a claim for reimbursement of out-of-pocket expenses if your Hyundai and Kia Class Vehicle has not been recalled due to the ZF-TRW ACU. Hyundai and Kia have not initiated a ZF-TRW ACU recall for following Hyundai and Kia Class Vehicles:

- Certain 2011-2013 and all 2014-2019 Hyundai Sonata;
- Certain 2011-2012 and all 2013-2019 Hyundai Sonata Hybrid;
- 2018-2023 Hyundai Kona;
- 2022-2023 Hyundai Kona N;
- 2019-2021 Hyundai Veloster;
- Certain 2013 Kia Forte;
- Certain 2013 Kia Forte Koup;
- Certain 2013 and all 2014-2020 Kia Optima;

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www.ACUSettlement.com or call toll-free at 1-866-287-0740

- 2013-2016 Kia Optima Hybrid; and
- 2014 Kia Sedona.

If you have one of the above Unrecalled Vehicles, you will become eligible to submit a claim for reimbursement of reasonable out-of-pocket expenses if a recall is issued for the ZF-TRW ACU in your Hyundai or Kia Class Vehicle before the Claims Period expires.

Even if there is no ZF-TRW ACU recall for your Hyundai or Kia Class Vehicle, you may still submit a claim for a residual distribution payment under the Settlement. All Class Members may submit a Residual Distribution claim, regardless of whether their Hyundai or Kia Class Vehicle was recalled. Please review **Question 11** for more information.

7. HOW DO I SUBMIT MY CLAIM FOR OUT-OF-POCKET EXPENSES?

The claims process is easy to complete and will require supporting documentation to show your out-of-pocket expenses, such as a receipt or invoice, or a signed affidavit if you don't have a receipt or invoice. To submit your claim, please visit www.ACUSettlement.com, input your VIN, and fill out the Claim Form.

If you would prefer to submit your Claim Form and supporting documentation by mail, you can download and print forms from the Settlement Website or request a hardcopy form to be mailed to you by calling 1-866-287-0740. For faster claims processing, you should submit your claim online at the website below, rather than by mail.

Submitting claims online is the quickest option: www.ACUSettlement.com

Submit claims via mail:

Hyundai-Kia Airbag Control Unit Settlement
c/o JND Legal Administration
PO Box 91478
Seattle, WA 98111
[\[info@X.com\]](mailto:info@X.com)

8. WHEN WILL MY CLAIM FOR OUT-OF-POCKET EXPENSES BE PAID?

The Settlement Notice Administrator will issue payments for approved out-of-pocket expenses after the Effective Date.

Please check www.ACUSettlement.com for updates on Settlement payments.

9. I HAVE MULTIPLE HYUNDAI AND/OR KIA CLASS VEHICLES. HOW MANY CLAIMS FOR OUT-OF-POCKET EXPENSES MAY I SUBMIT?

You may submit a claim for out-of-pocket expenses for each Recalled Vehicle you own(ed) or lease(d), as long your out-of-pocket expenses are not duplicative.

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www.ACUSettlement.com or call toll-free at 1-866-287-0740

For example, if you have two Recalled Vehicles you may submit a separate claim for the expenses you incurred to complete the Recall for each vehicle, but you may not seek reimbursement twice for the same out-of-pocket expense.

10. WHEN IS THE DEADLINE FOR THE OUT-OF-POCKET CLAIMS PROCESS?

Class Members must submit their claims for reimbursement of out-of-pocket expenses within 18 months of the Final Approval Order.

Under the current schedule, the claims deadline is no earlier than **[Claims Deadline]**. Please check www.ACUSettlement.com for updates on the claims deadline, which may change.

11. HOW DO RESIDUAL PAYMENTS WORK?

After all out-of-pocket expense payments and other settlement costs have been paid, the remaining funds will be distributed on a *per capita* basis to each Class Member who (a) submitted out-of-pocket claims, or (b) submitted a claim only for a residual distribution payment.

All Class Members may submit a claim for a residual distribution payment, regardless of whether their Hyundai or Kia Class Vehicle was included in the Recalls.

Residual payments shall be up to \$350 for Recalled Vehicles and \$150 for Unrecalled Vehicles, unless the Parties agree to higher caps and jointly recommend the higher amount to the Settlement Special Administrator for approval.

If there are any funds remaining in the Settlement Fund after making the payments described in Out-of-Pocket Process section above, and if it is not feasible and/or economically reasonable to distribute the remaining funds to Class Members who submitted claims for a residual distribution payment, then the balance shall be distributed *cy pres*.

See **Question 16** below for more information regarding *cy pres* distribution.

12. HOW DOES THE SETTLEMENT INSPECTION PROGRAM WORK?

Once the Court grants final approval of the Settlement, the Settling Defendants shall institute a Settlement Inspection Program to inspect Hyundai and Kia Class Vehicles when (1) a Hyundai or Kia Class Vehicle was involved in a frontal crash and (2) Hyundai or Kia was notified that a ZF-TRW ACU, seatbelt pretensioner, and/or airbag did not deploy.

For more information, please review the Settlement Inspection Program Protocol that is attached as Exhibit 3 to the Settlement Agreement. The Settlement Agreement and its exhibits can be found at www.ACUSettlement.com.

13. HOW DOES THE NEW PARTS WARRANTY WORK?

Once the Court grants final approval of the Settlement, the Settling Defendants will provide a warranty for the new parts installed pursuant to the Recalls (the “New Parts Warranty”). The New Parts Warranty will last for 10 years. The 10-year period of the New Parts Warranty begins on **[DATE COURT ISSUES PRELIMINARY APPROVAL ORDER]**.

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www.ACUSettlement.com or call toll-free at 1-866-287-0740

The New Parts Warranty will cover repairs or replacement (including parts and labor) that become necessary due to a defect in a new part installed pursuant to the Recalls. For example, if a problem with a part installed pursuant to the Recalls causes the airbag warning light to illuminate, the New Parts Warranty shall cover the repair or replacement of that part.

A Class Member's rights under the New Parts Warranty are transferred with the vehicle, which means that the coverage follows the vehicle if it is sold to another owner. Inoperable or junkyard vehicles with a scrapped, rebuilt, or flood-damaged title, vehicles with altered mileage, racing or similarly modified vehicles intended for non-street use or vehicles that are dismantled, crushed, or fire damaged, are not eligible for the New Parts Warranty.

If the ZF-TRW ACUs in Unrecalled Vehicles are recalled in the future, Hyundai and Kia shall extend the New Parts Warranty's coverage for the parts installed pursuant to that future ZF-TRW ACU recall.

14. WHAT IS THE OUTREACH PROGRAM?

Once the Court grants final approval of the Settlement, Hyundai and Kia will implement an outreach program designed to increase Recall Remedy completion rates for Recalled Vehicles (the "Outreach Program").

The Outreach Program is intended to be a program that will adjust and change its methods of outreach as is necessary to achieve its goal of maximizing completion of the Recall Remedy.

The goal of the Outreach Program is to maximize the completion of the Recall Remedy. To do so, Hyundai and Kia will implement various methods of outreach to encourage owners of Recalled Vehicles to complete the Recall, and will evaluate and modify these outreach methods as needed.

The budget for the Outreach Program is \$3,500,000. To the extent the Outreach Program expenditures are less than \$3,500,000, Hyundai and Kia will deposit the difference into the Settlement Fund for distribution with the residual payments.

15. WHAT IS THE FUTURE RENTAL CAR REIMBURSEMENT, LOANER VEHICLES, AND OUTREACH PROGRAM?

Subject to dealer availability, Hyundai and Kia shall provide loaner vehicles to Class Members who, after the Effective Date, seek a Recall Remedy from a Hyundai and Kia Dealer during the Claims Period and request a courtesy loaner vehicle while the Recall Remedy is being performed. Class Members may alternatively submit a claim for reimbursement from the Settlement Fund for reasonable rental car costs if the Class Member does not receive a loaner vehicle.

If there is a ZF-TRW ACU recall for Unrecalled Vehicles, Class Members of such Unrecalled Vehicles may request a courtesy loaner vehicle while the Recall Remedy is being performed, or alternatively may submit a claim for reimbursement of reasonable rental car costs from the Settlement Fund during the Claims Period. Hyundai and Kia shall also provide outreach related to any such recalls for the Unrecalled Vehicles.

Hyundai and Kia shall collectively receive a credit of \$10,000,000 against the Settlement Amount for providing Future Loaner Vehicles and Future Outreach Programs.

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www.ACUSettlement.com or call toll-free at 1-866-287-0740

16. WHAT HAPPENS TO ANY UNCLAIMED FUNDS IN THE SETTLEMENT?

If there are any Settlement funds that remain after paying all eligible claims and other settlement costs, and making all residual distribution payments (as described in **Questions 8-11** above), and if it is not feasible and/or economically reasonable to distribute the remaining funds to Class Members who submitted claims, then the remaining balance shall be distributed “*cy pres*,” which means it is paid to charitable causes that indirectly benefit the Class.

The *cy pres* recipient(s) in this case, if any, is subject to the agreement of the Parties and Court approval. Please check the www.ACUSettlement.com after **Claim Deadline** for updates about any *cy pres* distribution.

UNDERSTANDING THE CLASS ACTION PROCESS**17. WHAT IS A CLASS ACTION?**

In a class action, one or more people called “class representatives” sue on behalf of other people who have similar claims. All these people are known as a “Class” or “Class Members.” When a class action is settled, the Court resolves the issues in the lawsuit for all Class Members, except for those who request to be excluded from (or “opt out” of) the Class. Opting out means that you will not receive benefits under the Settlement. The opt out process is described in **Questions 21-22** below.

18. WHAT AM I GIVING UP TO REMAIN A MEMBER OF THE CLASS?

If the Settlement becomes final and you do not exclude yourself, you will release the Settling Defendants and the Released Parties from liability and will not be able to sue them about the issues in the lawsuit.

Under the Settlement, you are not releasing and are expressly reserving all rights relating to claims for personal injury, wrongful death, or actual physical property damage arising from an incident involving a Hyundai or Kia Class Vehicle, including the deployment or non-deployment of an airbag.

The Settlement Agreement at Section VII describes the released claims in necessary legal terminology, so read it carefully. The Settlement Agreement is available at www.ACUSettlement.com.

You can talk to one of the lawyers listed in **Question 23** below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the released claims or what they mean.

19. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you are a Class Member and choose to do nothing, you will not receive certain benefits provided under this Settlement. You will also be bound by all terms of the Settlement, which means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Settling Defendants and the Released Parties about the legal issues in this case.

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www.ACUSettlement.com or call toll-free at 1-866-287-0740

EXCLUDING YOURSELF FROM THE SETTLEMENT

20. HOW DO I GET OUT OF THE SETTLEMENT?

If you do not want to receive the Settlement benefits described above and/or you want to retain the right to sue the Settling Defendants and/or the Released Parties about the legal issues in this case, then you must take steps to remove yourself from the Settlement. You may do this by asking to be excluded from the Settlement—sometimes referred to as “opting out.”

To opt out of the Settlement, you must mail a written request to the Settlement Notice Administrator at the address provided in this question below. Your request must include:

- Your name, address, and telephone number;
- The VIN(s) and the dates of your ownership or lease of the Hyundai and/or Kia Class Vehicle(s);
- A statement saying “I wish to exclude myself from the Class in *In re: ZF-TRW Airbag Control Units Products Liability Litigation*, Case No. 2:19-ml-02905-JAK (C.D. Cal.); and
- Your handwritten, personal signature (electronic signatures, including DocuSign, are invalid and will not be considered personal signatures).

You cannot ask to be excluded over the phone or on the Settlement Website. You must mail your letter with your exclusion request postmarked no later than **[X], 2025** to:

Hyundai-Kia Airbag Control Unit Settlement
c/o JND Legal Administration
PO Box 91478
Seattle, WA 98111
[info@X.com]

Your letter with your exclusion request must be postmarked on or before **[X], 2025**, to be considered by the Court. The deadlines found in this Notice may be changed by the Court. Please check www.ACUSettlement.com regularly for updates regarding the Settlement.

21. IF I DO NOT EXCLUDE MYSELF, CAN I SUE THE SETTLING DEFENDANTS FOR THE SAME THING LATER?

No. If you do not timely submit your request for exclusion or fail to include the required information in your request for exclusion, you will remain a Class Member and will not be able to sue the Settling Defendants and/or the Released Parties about the claims that the Settlement resolves.

If you do not exclude yourself from the Settlement, you will be bound like all other Class Members by the Court’s orders and judgments in this class action lawsuit, even if you do not file a claim.

22. IF I EXCLUDE MYSELF, CAN I STILL GET A SETTLEMENT PAYMENT?

No. You will not get money or any other benefits from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not send in a Claim Form asking for benefits from the Settlement.

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www.ACUSettlement.com or call toll-free at 1-866-287-0740

THE LAWYERS REPRESENTING YOU

23. DO I HAVE A LAWYER IN THE CASE?

Yes. The Court has appointed lawyers from the law firms Baron & Budd, P.C. and Lieff Cabraser Heimann & Bernstein, LLP to represent you and other Class Members. These lawyers are called “Co-Lead Counsel.” Their contact information is as follows:

<p>Roland Tellis Baron & Budd, P.C. 15910 Ventura Boulevard, Suite 1600 Encino, CA 91436 Tel.: (818) 839-2333 Email: rtellis@baronbudd.com</p>	<p>David Stellings Lieff Cabraser Heimann & Bernstein, LLP 250 Hudson Street, 8th Floor New York, NY 10013 Tel.: (212) 355-9500 Email: dstellings@lchb.com</p>
--	--

If you want to be represented by your own lawyer, you may hire one at your own expense.

24. HOW WILL THE LAWYERS BE PAID?

Co-Lead Counsel will ask the Court to award the attorneys representing the Class up to 33% percent of the Settlement Amount (*i.e.*, up to \$20,493,033.30) to compensate them for their attorneys’ fees and costs in litigating this case and securing this nationwide Settlement for the Class. Co-Lead Counsel will also ask the Court to award each of the Settlement Class Representatives a service award of up to \$2,500 each for their work in this litigation.

The Court must approve Co-Lead Counsel’s requests for fees, costs, and Settlement Class Representative Service Awards before they are paid from the Settlement Fund. Under the current schedule, Co-Lead Counsel will submit their request by [X], 2025, and that document will be available at www.ACUSettlement.com shortly after it is filed with the Court. Class Members will have an opportunity to comment on and/or object to the requests for attorneys’ fees, costs and Settlement Class Representative Service Awards, as explained further in **Questions 25-26 below**. Please check www.ACUSettlement.com regularly for updates regarding Co-Lead Counsel’s request for attorneys’ fees, costs, and Settlement Class Representative Service Awards.

OBJECTING TO THE SETTLEMENT

25. HOW DO I TELL THE COURT IF I DO NOT LIKE THE SETTLEMENT?

If you do not exclude yourself from the Settlement, you may object to it. The Court will consider your views in deciding whether to approve or reject the Settlement. If the Court does not approve the Settlement, no Settlement benefits will be made available to the Class, and the lawsuit will continue.

To object to the Settlement or to Co-Lead Counsel’s request for attorneys’ fees, costs, and Settlement Class Representative Service Awards, you or your attorney must deliver to Co-Lead Counsel and to Defendants’ Counsel, and file with the Court, on or before [X], 2025, a written statement with the following information:

- The MDL case name (*In re ZF-TRW Airbag Control Units Products Liability Litigation*);

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www.ACUSettlement.com or call toll-free at 1-866-287-0740

- Your name, actual address, and telephone number;
- The VIN(s) of your Hyundai and/or Kia Class Vehicle(s);
- The date(s) of purchase or lease of any Hyundai and/or Kia Class Vehicle(s);
- A written statement of your objections. Your objections must also state whether they apply only to you, to a specific subset of the Class, or to the entire Class, and state with specificity the grounds for the objections. The statement must also indicate whether you are represented by a lawyer in submitting your objection; and
- Your personal signature.

Any documents supporting your objection must also be attached to the objection.

If an objection is made through a lawyer, the objection must also include (in addition to the above items):

- The number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection;
- The caption of each case in which the objector has made such objection; and
- A statement of the nature of the objection.

The lawyer(s) asserting the objection must also:

- File a notice of appearance with the Court before the deadline to submit objections;
- File a sworn declaration attesting to his or her representation of each Class Member on whose behalf the objection is being filed, and specify the number of times during the prior five-year period that the lawyer or their law firm has objected to a class action settlement; and
- Comply with the written objection requirements described in Section VI.A. of the Settlement Agreement.

You must deliver your written objection to Co-Lead Counsel and Defendants' Counsel, and file with the Court, on or before **[X], 2025**.

CLERK OF THE COURT	CO-LEAD COUNSEL	DEFENDANTS' COUNSEL
Clerk of Court United States District Court Central District of California First Street Courthouse 350 W. First Street Courtroom 10B Los Angeles, CA 90012	Roland Tellis Baron & Budd, P.C. 15910 Ventura Boulevard, Suite 1600 Encino, CA 91436 David S. Stellings Lieff Cabraser Heimann & Bernstein, LLP 250 Hudson Street, 8th Floor New York, NY 10013	Lance A. Etcheverry Skadden, Arps, Slate, Meagher & Flom LLP 525 University Avenue Palo Alto, California 94301 Matthew A. Goldberg DLA Piper LLP (US) One Liberty Place 1650 Market Street, Suite 5000 Philadelphia, PA 19103-7300

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www.ACUSettlement.com or call toll-free at 1-866-287-0740

26. WHAT IS THE DIFFERENCE BETWEEN OBJECTING TO THE SETTLEMENT AND EXCLUDING MYSELF FROM THE SETTLEMENT?

Excluding yourself is telling the Court that you do not want to be part of the Class and do not want to receive any benefits under the Settlement or release any of the claims resolved by the Settlement. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

Objecting is telling the Court that you do not like something about the Settlement, the requested fees, costs, and/or Settlement Class Representative Service Awards. You may object only if you stay in the Class. You do not need to submit a claim to object, but if you object, you must still submit a claim to receive compensation under the Settlement.

THE COURT'S FAIRNESS HEARING**27. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

The Court will hold a Fairness Hearing on **September 29, 2025 at 8:30 a.m. PST**, at the United States District Courthouse, Central District of California, First Street Courthouse, 350 W. First Street, Courtroom 10B, Los Angeles, CA 90012.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to approve the request for attorneys' fees, costs, and the request for Settlement Class Representative Service Awards. If there are objections, the Court will consider them and may listen to people who have asked to speak at the hearing (*see Question 29* below). The Court will decide whether to grant final approval of the Settlement, and, if so, how much to pay the lawyers representing you and the Class. We do not know how long these decisions will take.

The Court may reschedule the Fairness Hearing, so check the Settlement Website for further updates.

28. DO I HAVE TO COME TO THE HEARING?

No, you do not need to attend the Fairness Hearing. Co-Lead Counsel will answer any questions the Court may have. If you wish to attend the hearing, you are welcome to come at your own expense. If you submit an objection to the Settlement, you do not have to come to Court to talk about it, but you have the option to do so if you provide advance notice of your intention to appear (*see Question 29* below). As long as you submitted a written objection with all of the required information on time with the Court, the Court will consider it. You may have your own lawyer attend at your expense, but it is not required.

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www.ACUSettlement.com or call toll-free at 1-866-287-0740

29. MAY I SPEAK AT THE HEARING?

You or your attorney can ask the Court for permission to speak at the Fairness Hearing. To do this, you must file with the Court a written notice of your intent to appear at least 10 days before the hearing. Based on the Court's current schedule (*see* **Question 27** above), the deadline to file a written notice of your intent to appear is **September 19, 2025**. You must also send a copy of your notice to Co-Lead Counsel and to the Settling Defendants' Counsel at the addresses listed in **Question 25** above.

If you've requested to speak, you must be present at the start of the Fairness hearing at 8:30 a.m. PST on **September 29, 2025**. Please note that the Court may reschedule the Fairness Hearing, so be sure to check the Settlement Website for any updates.

GETTING MORE INFORMATION**30. 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 and other documents and information about the Settlement at www.ACUSettlement.com. You can also call the toll-free number, 1-866-287-0740 or write the Settlement Notice Administrator at:

Hyundai-Kia Airbag Control Unit Settlement
c/o JND Legal Administration
PO Box 91478
Seattle, WA 98111
[\[info@X.com\]](mailto:info@X.com)

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www.ACUSettlement.com or call toll-free at 1-866-287-0740

EXHIBIT H

CLAIM FORM INSTRUCTIONS

Hyundai-Kia Airbag Control Unit Settlement Notice

INSTRUCTIONS FOR COMPLETING THIS CLAIM FORM

Before filling out this Claim Form, please carefully read the instructions below and the full Notice available at the official Settlement website www.ACUSettlement.com. **Although you may complete and return this Claim Form by mail, the fastest way to submit a claim is online at www.ACUSettlement.com.**

You must complete a Claim Form by **[Claims Deadline]** to seek any monetary compensation under this class action Settlement. Any extension of this deadline will be posted on the Settlement website www.ACUSettlement.com.

To complete your Claim Form, you must include the following:

1. **Claim Information:** Please type or neatly print all information requested on the Claim Form. If you received a Postcard or Email Notice with a Unique ID, please include it in Section I (*Vehicle Owner/Leaseholder Information*) of the Claim Form.

Please submit only one Claim Form per Vehicle Identification Number (VIN).

2. **Documentation:** Eligible Claimants may seek (1) reimbursements for reasonable out-of-pocket expenses related to the Recall, and/or (2) a Residual Distribution payment.

If you seek reimbursement for **out-of-pocket expenses** related to the Recalls (see pages **4-5**): please submit copies of documentation to verify your expenses. If you do not have any supporting documentation available at this time, you may need to provide alternative forms of proof to be eligible for reimbursement.

If you seek **only a Residual Distribution** payment and no reimbursement for out-of-pocket expenses related to the Recall: (1) if you provide the Unique ID from your Postcard or Email Notice on this Claim Form, you do not need to provide further documentation at this time; (2) if you do not have a Unique ID, or if the Settlement Notice Administrator is unable to verify the information in your claim, the Settlement Notice Administrator may contact you to request supporting documentation. You may need to provide documentation to show your ownership or lease of an eligible vehicle, such as vehicle title, registration, purchase agreement, lease agreement, insurance documentation, or other documentation showing both your name and the VIN.

3. **Claim Submission:** The fastest way to submit a claim is online at www.ACUSettlement.com. Under the current schedule, your electronic claim must be **submitted by [X], 2026**. If you submit a paper Claim Form, it must be **postmarked or emailed no later than [X], 2026** and addressed to:

Hyundai-Kia Airbag Control Unit Settlement
c/o JND Legal Administration
PO Box 91478
Seattle, WA 98111
[info@X.com]

This schedule may change, so please visit the Settlement Website regularly for updates.

Claim Verification: All claims are subject to verification. The Settlement Notice Administrator will contact you if additional information or documentation is needed to verify your claim. Failure to complete all parts of the Claim Form, or any subsequent request for supporting documentation, may result in denial of your claim, delay its processing, or otherwise adversely affect the claim.

PLEASE KEEP A COPY OF YOUR CLAIM FORM FOR YOUR RECORDS.

Questions? Visit www.ACUSettlement.com or call toll-free 1-866-287-0740
To view JND's privacy policy, please visit <https://www.jndla.com/privacy-policy>

CLAIM FORM

Hyundai-Kia Airbag Control Unit Settlement Notice

If you have more than one Hyundai or Kia Class Vehicle, you must submit a separate Claim Form for each vehicle.

I. VEHICLE OWNER/LEASEHOLDER INFORMATION

Communications concerning this claim will be directed to the contact information you provide below. You must notify the Settlement Notice Administrator if your contact information changes after your claim is submitted.

First Name	MI	Last Name
Company Name (if the vehicle is/was owned or leased by a company)		
Title (if submitting on behalf of a company)		
Address 1		
Address 2		
City	State/Territory	ZIP Code
Email	Phone Number	
Unique ID*		
<input type="checkbox"/> Check this box if you seek <u>only</u> a Residual Distribution payment and no reimbursement for out-of-pocket expenses		

*The **Unique ID** is listed in your Postcard or Email Notice. If you misplaced that Notice, please contact the Settlement Administrator. If you do not have a Unique ID, you may leave this field blank.

CLAIM FORM*Hyundai-Kia Airbag Control Unit Settlement Notice***II. VEHICLE INFORMATION****Provide your Vehicle Identification Number ("VIN") below.**

The VIN is located on a small placard on the top of the dashboard and is visible through the driver's side corner of the windshield or on a decal inside the driver side door jamb. It also appears on your vehicle title, registration card, and probably appears on your vehicle insurance card. Your VIN should have 17 characters, a combination of both letters and numbers.

If you have more than one eligible vehicle, you must submit a separate Claim Form for each vehicle.

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

*VINs are 17 characters in length and do not include the letters I, O, or Q.

Ownership Type

Did you own or lease the vehicle on or before [DATE OF PRELIMINARY APPROVAL]?

☐ Yes / ☐ No

If you answered "No," you are not a Class Member and are not eligible for any compensation in this Settlement. Please visit www.ACUSettlement.com for more information about Settlement eligibility.

If your vehicle is a Recalled Vehicle listed below and you seek reimbursement for out-of-pocket expenses related to the Recalls, please complete Sections III and IV below. Otherwise, please skip to Section V.

- Certain 2011-2013 Hyundai Sonata;
- Certain 2011-2012 Hyundai Sonata Hybrid;
- 2010-2012 and certain 2013 Kia Forte;
- 2010-2012 and certain 2013 Kia Forte Koup;
- 2011-2012 and certain 2013 Kia Optima;
- 2011-2012 Kia Optima Hybrid; and
- 2011-2012 Kia Sedona

If your vehicle is not one of the Recalled Vehicles listed above, you may not submit a claim for reimbursement for out-of-pocket expenses related to the Recalls at this time. Please check www.ACUSettlement.com periodically for any updates to the list of Recalled Vehicles.

CLAIM FORM

Hyundai-Kia Airbag Control Unit Settlement Notice

III. OUT OF POCKET EXPENSES

*Complete this Section only if you have a Recalled Vehicle identified in the table above, you incurred out-of-pocket expenses related to the Recall, and you have **not previously been** reimbursed by Hyundai or Kia for these out-of-pocket expenses.*

The Settlement Special Administrator will review your claim and any supporting documentation you provide to determine your eligibility for reimbursement.

<i>Please fill in the dollar amounts for as many expenses as apply.</i>	
Rental Car Expenses - I am requesting compensation for rental car and/or other transportation expenses incurred while waiting for a Hyundai or Kia dealer to complete the Recall Remedy on my vehicle.	\$
Towing Expenses - I am requesting compensation for towing expenses paid to tow my vehicle to a Hyundai or Kia Dealer for completion of the Recall Remedy.	\$
Childcare Expenses - I am requesting compensation for childcare expenses incurred while waiting for a Hyundai or Kia Dealer to complete the Recall Remedy on my vehicle.	\$
Repair Expenses - I am requesting compensation for out-of-pocket expenses incurred for a qualifying repair or replacement of the ZF-TRW ACU in my vehicle.	\$
Lost Wages - I am requesting compensation for lost wages incurred for the time I had to take off from work to drop off and/or pickup up my vehicle at a Hyundai or Kia Dealer to complete the Recall Remedy.	\$

IV. DOCUMENTATION OF OUT-OF-POCKET EXPENSES

Complete this Section only if you seek reimbursement for out-of-pocket expenses and completed Section III.

Please provide copies of any documentation you have that shows the out-of-pocket expenses you listed in Section III, above, were paid by you. Supporting documentation may include, for example: a receipt, invoice, or credit card statement showing your claimed expense. If you are claiming lost wages, you must support your claim with reliable documentation sufficient to demonstrate your actual lost wages. Claims for childcare expenses should be substantiated by similarly reliable documentation. The court-appointed Settlement Special Administrator will review your claim and supporting documentation to determine whether you are eligible for reimbursement and may request additional documentation. All claim decisions by the Settlement Special Administrator are final.

I am enclosing with this claim (check all that apply):

- ☐ An invoice, receipt, or statement showing my payment for the out-of-pocket expenses I listed in Section III.
- ☐ Written documentation to identify the wages I lost during the time I had to take off work to drop off and/or pick up my vehicle at a Hyundai or Kia Dealer to complete the Recall Remedy on my vehicle.
- ☐ Other documentation to show the out-of-pocket expenses I incurred to complete the Recall Remedy on my vehicle.

OR

- ☐ I do not have any supporting documentation to submit with my claim at this time. I understand that I may need to provide alternative forms of proof to support my claim, and I may not be eligible for reimbursement if the Settlement Special Administrator is unable to verify the expenses I listed in Section III.

CLAIM FORM*Hyundai-Kia Airbag Control Unit Settlement Notice***V. PAYMENT METHOD**

Please select your preferred payment method for your claim. If you do not make an election or do not provide the required email address or phone number for an electronic payment, or if you elect more than one option, your payment will be sent by check.

- ☐ Virtual Debit Card¹ Virtual Debit Card Email: _____
- ☐ PayPal PayPal Email: _____
- ☐ Venmo Venmo Phone Number: _____
- ☐ Paper Check by Mail²

¹ Virtual debit cards do not expire. Inactivity fees will be incurred after six (6) months of non-use. Any inactivity fees will be deducted from the balance of the card.

² Paper checks will expire if not cashed within [x] days of issuance.

VI. CERTIFICATION

I certify that all the information on this Claim Form is true and correct to the best of my knowledge and belief. I understand that the information I submit in this Claim Form is subject to verification and the Settlement Notice Administrator may reach out to me for further information or documentation to verify my claim.

Signature of Primary Owner/Lessee

Date

 - -

Printed Name

Title (if submitting on behalf of a company)

Company (if submitting on behalf of a company)

If you have questions about this Claim Form or need additional copies, please visit the Settlement Website for additional information. You may also contact the Settlement Notice Administrator at Hyundai-Kia Airbag Control Unit Settlement, c/o JND Legal Administration, PO Box 91478, Seattle, WA 98111, via email at [info@X.com], or by calling 1-866-287-0740.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

*In re ZF-TRW Airbag Control Units
Products Liability Litigation*

Case No: 2:19-ml-02905-JAK-MRW

Affidavit of Patrick J. Hron

ALL ACTIONS AGAINST THE
HYUNDAI/KIA DEFENDANTS

STATE OF LOUISIANA)

) : ss.

PARISH OF LAFAYETTE)

1. I am an attorney at law and duly licensed to practice law in the State of Louisiana since 2012.

2. Except where noted, the testimony set forth in this declaration is based on my first-hand knowledge, about which I would and could testify competently in Court if called upon to do so.¹

3. My curriculum vitae is attached hereto as Exhibit A, which accurately reflects my significant experience as Special Master or Settlement Administrator, serving in a neutral capacity as a mediator, and/or as otherwise working on and addressing settlements and related issues in other class actions and mass torts.

4. I began working on the BP Settlement Program, *In re: Oil Spill by the Oil Rig "Deepwater Horizon"* – MDL 2179, overseen and administered by the late Patrick A. Juneau, in 2012. I continued working on the Program under Mr. Juneau's direction in a variety of roles, including as internal counsel and in vendor management and oversight. In or around 2015, Mr. Juneau appointed

¹ Capitalized terms used but not defined herein shall have the respective meanings given to them in the Settlement Agreement.

1 me as Appeals Coordinator to oversee the administration of the appellate processes set forth in the BP
2 Settlement. This position provided for unprecedented levels of review on individual claim
3 determinations, including by an independent panel appointed by United States District Judge Carl J.
4 Barbier, by Judge Barbier himself, and by the United States Court of Appeals for the Fifth Circuit.

5 5. Mr. Juneau asked me to join his firm, Juneau David, APLC, in 2018, at which point I
6 began working with him in other matters and on other cases. From that time and up until his passing,
7 I worked closely with Mr. Juneau on virtually every case in which he was appointed by a court, thereby
8 gaining experience and insight based on his decades of expertise on a variety of topics and matters.
9 Over this period, I worked with Mr. Juneau in cases involving distribution of billions of dollars in
10 settlement class funds to eligible class members, oversight and management of settlement vendors
11 aimed at maximizing fund distribution, construction and application of fair and equitable fund
12 allocation models, efficient management of mass litigation to assist courts with overloaded dockets
13 following catastrophic events, reports and recommendations to courts on setting class fund reserves
14 and attorneys' fees and costs, and multi-billion outreach programs designed to urge consumers to heed
15 vehicle safety recalls.

16
17
18 6. Specifically, I have helped courts implement case management orders involving
19 oversight of thousands of lawsuits and resolution orders in several large, high-profile, complex and
20 multi-party federal and state mass and class action cases. I have also served as the mediator for over
21 four hundred cases. The mediated cases have involved both state and federal court actions.

22
23 7. Three examples of my experience in these types of cases are listed below.

- 24 • *In Re: ZF-TRW Airbag Control Units Products Liability Litigation*, U.S. District Court,
25 Central District of California – MDL 2905

26 I have been appointed as Settlement Special Administrator by this Court and charged with
27 administering the Toyota Settlement stemming from this same MDL, including but not limited
28 to review and determination of out-of-pocket expense reimbursement claims, the effectuation

1 of a Residual Distribution, and the oversight of a comprehensive Outreach Program to increase
2 Recall participation in Toyota Subject Vehicles.

- 3
4 • *In Re: Takata Airbag Products Liability Litigation*, U.S. District Court, Southern District
of Florida – MDL 2599

5 I have been appointed as Settlement Special Administrator with the late Patrick A. Juneau for
6 the implementation of eight separate settlement agreements, with funds totaling nearly \$2.0
7 billion. I helped develop processes to efficiently process several million claims in aggregate for
8 out-of-pocket expense reimbursement related to performing the Takata safety recall and for
9 distribution of remaining funds at program-end.
10

- 11 • *In Re: Hurricane Laura and Hurricane Delta*, U.S. District Court, Western District of
12 Louisiana

13 I have been appointed as Special Master in this unconsolidated litigation involving several
14 thousand first-party homeowner and business interruption insurance lawsuits throughout
15 Louisiana following Hurricanes Laura and Delta, the vast majority of which were filed in a
16 single division of the Court before The Honorable James D. Cain. Alongside the late Patrick
17 A. Juneau, I implemented the Court's Case Management Order mandating the streamlined
18 mediation of over 7,500 insurance lawsuits, with 98% of cases moved through the Court-
19 ordered mediation process within two years of the prescriptive deadline.
20

21
22 8. If the Settlement Agreement is finally approved and attains its Effective Date, as
23 Settlement Special Administrator, I will perform the requirements assigned to me as further discussed
24 in the Settlement Agreement.
25

26 9. As the Settlement Special Administrator, I may be consulted regarding additional
27 outreach and notice costs that the Parties jointly agree is necessary in furtherance of the terms of this
28 Settlement Agreement.

1 10. In light of all of the activities identified above, including, but not limited to, the review,
2 assessment, processing, rejection in whole or in part, approval in whole or in part, further review and
3 determinations of potentially cured claims, coordination with the Settlement Notice Administrator,
4 meeting-and-conferring with the Parties, determination of relief to eligible Claimants, approval of
5 disbursement of funds to eligible Claimants, and related claims processing activities, I currently
6 estimate, based on my experience and reasonable assumptions for this settlement albeit with limited
7 foresight at this time about the total volume of claims that will be received and will require assessment,
8 that my fees and costs over the 18-month administration of the settlement could range from \$200,000
9 to \$400,000.
10

11 11. I welcome the opportunity to appear before the Court and answer any questions that the
12 Court has.
13

14 I state, under penalty of perjury under the laws of the United States of America, that the above
15 statements are true and correct, and that this affidavit was executed on March 13, 2025.
16

17 

18 PATRICK J. HRON
19 SETTLEMENT SPECIAL ADMINISTRATOR
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10

11 *In re ZF-TRW Airbag Control*
12 *Units Products Liability Litigation*

13 ALL ACTIONS AGAINST THE
14 HYUNDAI AND KIA
15 DEFENDANTS
16
17
18
19
20

Case No. 2:19-ml-02905-JAK-MRW

MDL No. 2905

**[PROPOSED] ORDER (1) GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF HYUNDAI-KIA
CLASS SETTLEMENT,
CERTIFYING HYUNDAI-KIA
SETTLEMENT CLASS, AND
DIRECTING NOTICE; AND
(2) SCHEDULING A FAIRNESS
HEARING**

1 The Hyundai and Kia Plaintiffs,¹ the Hyundai and Kia Defendants,² and the
2 Mobis Defendants³ (collectively, the “Parties”), have agreed to a proposed class
3 action settlement, the terms and conditions of which are set forth in an executed
4 Settlement Agreement (“Settlement Agreement”).⁴ The Parties negotiated the terms
5 of the Settlement Agreement through extensive arm’s-length negotiations with the
6 guidance and attention of the late Settlement Special Master Patrick A. Juneau.
7 Under the Settlement Agreement, subject to the terms and conditions therein and
8 subject to Court approval, the Action will be dismissed with prejudice as to the
9 Hyundai and Kia Defendants and the Mobis Defendants (together, the “Settling
10 Defendants”). The Hyundai and Kia Plaintiffs and the proposed Class would fully,
11 finally, and forever resolve, discharge, and release their claims against the Released
12 Parties in exchange for the relief set forth in the Settlement Agreement.

13 This Court conducted a hearing regarding the Hyundai and Kia Plaintiffs’
14 Motion for Preliminary Approval of Class Settlement and Direction of Notice
15 Under Fed. R. Civ. P. 23(e) (the “Motion”). Upon considering the Motion and
16 exhibits thereto, the Settlement Agreement and related documents and exhibits, the
17
18

19 ¹ The “Hyundai and Kia Plaintiffs” are Larae Angel, Bobbi Jo Birk-LaBarge, John
20 Colbert, Brian Collins, Gerson Damens, Bonnie Dellatorre, Dylan DeMoranville,
21 Joseph Fuller, Tina Fuller, Lawrence Graziano, Michael Hernandez, Kinyata Jones,
22 Diana King, Richard Kintzel, Carl Paul Maurilus, Kenneth Ogorek, Burton
Reckles, Dan Sutterfield, Amanda Swanson, and Lore Van Houten.

23 ² The “Hyundai and Kia Defendants” are Defendants Hyundai Motor Company,
Hyundai Motor America, Kia Corporation, and Kia America, Inc.

24 ³ The “Mobis Defendants” are Hyundai Mobis Co. Ltd. and Mobis Parts America,
25 LLC. Following dismissal of the Hyundai-Kia Plaintiffs’ claims against Mobis
26 Parts America, LLC without prejudice (ECF 396), Mobis Parts America, LLC is no
longer a party to the case but is included as a party to the Settlement Agreement.

27 ⁴ For purposes of this Order, the Court adopts and incorporates all terms and
28 definitions set forth in the Settlement Agreement, including all exhibits and related
documents thereto.

1 record in these proceedings, the representations and recommendations of counsel,
2 and the requirements of law, the Court finds that:

- 3 i. this Court has jurisdiction over the subject matter and Parties requesting
4 preliminary approval of the Settlement;
- 5 ii. the proposed Class meets the requirements of Rule 23 of the Federal Rules of
6 Civil Procedure and should be preliminarily certified for Settlement purposes
7 only;
- 8 iii. the persons and entities identified below should be appointed Settlement
9 Class Representatives and Settlement Class Counsel for Settlement purposes
10 only;
- 11 iv. the Settlement is the result of extensive informed, good-faith, arm's-length
12 negotiations between the Parties and their capable and experienced counsel,
13 and is not the result of collusion;
- 14 v. the Settlement is fair, reasonable, and adequate and should be preliminarily
15 approved;
- 16 vi. the proposed Settlement is sufficiently fair, reasonable, and adequate to
17 warrant sending notice of the Settlement to the Class;
- 18 vii. the proposed Notice Program and proposed forms of notice satisfy Rule 23
19 and Constitutional Due Process requirements and are reasonably calculated
20 under the circumstances to apprise the Class of the pendency of the Action,
21 preliminary class certification for settlement purposes only, the terms of the
22 Settlement, details regarding Settlement Class Counsel's application for an
23 award of attorneys' fees and expenses and request for Settlement Class
24 Representative service awards, their rights to opt-out of the Class and object
25 to the Settlement, and the process for submitting a Claim;
- 26 viii. good cause exists to schedule and conduct a Fairness Hearing, pursuant to
27 Rule 23(e), to assist the Court in determining whether to grant final approval
28 of the Settlement, certify the Class for settlement purposes only, and issue a

1 Final Order and Final Judgment, and whether to grant Settlement Class
2 Counsel's forthcoming application for an award of attorneys' fees and
3 expenses and request for Settlement Class Representative service awards;
4 and

5 ix. the other related matters pertinent to the preliminary approval of the
6 Settlement should also be approved.

7 Based on the foregoing, **THE COURT HEREBY GRANTS THE**
8 **MOTION FOR PRELIMINARY APPROVAL AND MAKES THE**
9 **FOLLOWING FINDINGS AND ORDERS:**

10 **Jurisdiction, Preliminary Class Certification for Settlement Purposes Only,**
11 **and Appointment of Settlement Class Representatives and Settlement Class**
12 **Counsel**

13 1. The Court finds that it has jurisdiction over the Action and the Parties
14 requesting preliminary approval of the Settlement pursuant to 28 U.S.C. §§ 1331
15 and 1332 for purposes of settlement, and venue is proper in this district pursuant to
16 28 U.S.C. § 1391(a). The Court shall retain continuing jurisdiction for the purpose
17 of enforcing the Settlement Agreement after the entry of a Final Order and
18 Judgment.

19 2. In deciding whether to preliminarily certify a settlement class, a court
20 must consider the same factors that it would consider in connection with a proposed
21 litigation class—*i.e.*, all Rule 23(a) factors and at least one subsection of Rule 23(b)
22 must be satisfied—except that the Court need not consider the manageability of a
23 potential trial, since the settlement, if approved, would obviate the need for a trial.
24 *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997); *Wang v. Chinese*
25 *Daily News, Inc.*, 737 F.3d 538, 542-44 (9th Cir. 2013); *see also In re ZF-TRW*
26 *Airbag Control Units Prod. Liab. Litig.*, No. LAML 1902905-JAK-MRW(x), 2023
27 WL 6194109, at *10 (C.D. Cal. July 31, 2023) ("*In re ZF-TRW ACUs Toyota*
28 *Prelim. App.*").

1 3. Where, as here, “the parties negotiate a settlement agreement before
2 the class has been certified, settlement approval requires a higher standard of
3 fairness and a more probing inquiry than may be normally required under Rule
4 23(e).” *Roes 1-2 v. SFBSC Mgmt., LLC*, 944 F.3d 1035, 1048 (9th Cir. 2019); *see*
5 *also In re Apple Inc. Device Performance Litig.*, No. 21-15758, 2022 WL 4492078,
6 at *8 (9th Cir. Sept. 28, 2022). At the preliminary stage, however, “the settlement
7 need only be potentially fair.” *Acosta v. Trans Union, LLC*, 243 F.R.D. 337, 386
8 (C.D. Cal. 2007). Finally, a court must reach a “reasoned judgment that the
9 agreement is not the product of fraud or overreaching by, or collusion between, the
10 negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and
11 adequate to all concerned.” *Officers for Just. v. Civ. Serv. Comm’n of City & Cnty.*
12 *of S.F.*, 688 F.2d 615, 625 (9th Cir. 1982).

13 4. The Court finds that the requirements of Rule 23 of the Federal Rules
14 of Civil Procedure and other law and rules applicable to preliminary settlement
15 approval of class actions have been satisfied. As reflected in the record before the
16 Court, the proposed settlement appears to be the product of serious, informed
17 negotiations that were conducted in good faith and at arms’ length between the
18 Parties’ counsel and falls within the range of possible approval as fair, reasonable,
19 and adequate. *See Rodriguez v. West Publ’g Corp.*, 563 F.3d 948 (9th Cir. 2009).
20 Therefore, the Court preliminarily approves the settlement of this Action as
21 memorialized in the Settlement Agreement, and finds it will be likely to certify the
22 following Class for settlement purposes only:

23 All persons or entities who or which, on the date of the
24 Preliminary Approval Order, own or lease, or previously
25 owned or leased, Subject Vehicles distributed for sale or
26 lease in the United States or any of its territories or
27 possessions. Excluded from this Class are: (a) Hyundai
28 and Kia, their officers, directors, employees, and outside
counsel; their affiliates and affiliates’ officers, directors,
and employees; their distributors and distributors’ officers

1 and directors; and Hyundai's and Kia's Dealers and their
2 officers and directors; (b) the Mobis Defendants, their
3 officers, directors employees, and outside counsel, and
4 their affiliates and affiliates' officers, directors, and
5 employees; (c) Settlement Class Counsel, Plaintiffs'
6 counsel, and their employees; (d) judicial officers and
7 their immediate family members and associated court
8 staff assigned to this case; (e) all persons or entities who
9 previously released their economic loss claims with
10 respect to the issues raised in the Action in an individual
11 settlement with Hyundai and Kia, with the Mobis
12 Defendants, or with any of them; and (f) persons or
13 entities who or which timely and properly exclude
14 themselves from the Class.

15 5. Specifically, the Court finds, for settlement purposes, that the Class
16 likely satisfies the following factors of Rule 23:

17 a. Numerosity: In the Action, there are approximately 3.7 million
18 Hyundai and Kia Subject Vehicles owned or leased by millions of members of the
19 proposed Class who are located throughout the United States. Their joinder is,
20 therefore, impracticable. Thus, the Rule 23(a)(1) numerosity requirement is met.
21 *See Rannis v. Recchia*, 380 F. App'x 646, 651 (9th Cir. 2010) (courts generally find
22 numerosity is met where there are at least 40 class members); *see also In re ZF-*
23 *TRW ACUs Toyota Prelim. App.*, 2023 WL 6194109, at *10 ("Although there is no
24 specific numeric requirement, courts generally have found that a class of at least 40
25 members is sufficient.") (citation omitted); *In re Chrysler-Dodge-Jeep Ecodiesel*
26 *Mktg., Sales Pracs., & Prod. Liab. Litig. ("FCA EcoDiesel")*, No. 17-MD-02777-
27 EMC, 2019 WL 536661, at *5 (N.D. Cal. Feb. 11, 2019) (numerosity satisfied
28 where "there are approximately 100,000 vehicles that were sold or leased to
consumers in the United States").

b. Commonality: The threshold for commonality under Rule
23(a)(2) is not high and is met where class members share at least one common
issue of law or fact. *See Wolin v. Jaguar Land Rover N. Am., LLC*, 617 F.3d 1168,

1 1172 (9th Cir. 2010). Courts routinely find commonality where, as here, the class
2 claims arise from a defendant's alleged uniform course of fraudulent conduct. *See*,
3 *e.g.*, ECF No. 983 ("Mitsubishi Prelim. Order") at 11 (finding commonality
4 satisfied for the Mitsubishi Settlement where "Plaintiffs have identified at least one
5 common question: Whether [Defendants'] alleged omissions and uniform
6 misrepresentations to Class Members were fraudulent"); *In re ZF-TRW ACUs*
7 *Toyota Prelim. App.*, 2023 WL 6194109, at *11 (finding the same regarding the
8 Toyota Settlement). The common question "must be of such a nature that it is
9 capable of classwide resolution – which means that determination of its truth or
10 falsity will resolve an issue that is central to the validity of each one of the claims in
11 one stroke." *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011). Here, the
12 commonality requirement is satisfied for settlement purposes because there are
13 multiple questions of law and fact that center on Hyundai's and Kia's sale and lease
14 of the Hyundai and Kia Subject Vehicles equipped with allegedly defective Airbag
15 Control Units ("ACUs"), as alleged in the ACAC.

16 c. Typicality: The Hyundai and Kia Plaintiffs' claims are typical of
17 the Class for purposes of this Settlement because they concern the same general
18 alleged conduct, arise from the same legal theories, and allege the same types of
19 harm and entitlement to relief. Rule 23(a)(3) is therefore satisfied. *See Mitsubishi*
20 *Prelim. Order* at 11 (finding typicality satisfied where "[e]ach Class Member
21 purchased or leased a Mitsubishi Class Vehicle with an undisclosed defective DS84
22 ACU, and relied on Mitsubishi's misrepresentations about reliable safety features
23 when they decided to purchase or lease their vehicles"); *In re ZF-TRW ACUs*
24 *Toyota Prelim App.*, 2023 WL 6194109, at *11 (finding typicality satisfied with
25 respect to the Toyota Settlement); *see also FCA EcoDiesel*, 2019 WL 536661, at *5
26 (finding typicality satisfied where the plaintiffs' claims were based on the same
27 pattern of wrongdoing as those brought on behalf of class members). Courts
28 permissively construe commonality and typicality. *Hanlon v. Chrysler Corp.*, 150

1 F.3d 1011, 1020 (9th Cir. 1998), *overruled on other grounds by Wal-Mart Stores,*
2 *Inc. v. Dukes*, 564 U.S. 338 (2011).

3 d. Adequacy: Rule 23(a)(4) requires that the “representative parties
4 will fairly and adequately protect the interests of the class.” Fed. R. Civ. P.
5 23(a)(4). Courts determine adequacy by analyzing: (1) whether the proposed
6 settlement class representatives have interests antagonistic to the class; and
7 (2) whether the proposed class counsel has the competence to undertake the
8 litigation at issue. *See In re Volkswagen “Clean Diesel” Mktg., Sales Pracs., &*
9 *Prods. Liab. Litig. (“VW Clean Diesel”)*, No. 2672 CRB (JSC), 2017 WL 672820,
10 at *5 (N.D. Cal. Feb. 16, 2017). Rule 23(a)(4) is satisfied here because there are no
11 conflicts of interest between the Hyundai and Kia Plaintiffs and the Class, and the
12 Hyundai and Kia Plaintiffs have retained competent counsel to represent them and
13 the Class. Settlement Class Counsel regularly engage in consumer class litigation
14 and other complex litigation like the Action and have dedicated substantial
15 resources to the prosecution of the Action. Moreover, the Hyundai and Kia
16 Plaintiffs and Settlement Class Counsel have vigorously and competently
17 represented the Class members’ interests in the Action. *See In re ZF-TRW ACUs*
18 *Toyota Prelim. App.*, 2023 WL 6194109, at *12 (finding adequacy satisfied).

19 e. Predominance and Superiority: Rule 23(b)(3) is satisfied for
20 settlement purposes, as well, because the common legal and alleged factual issues
21 here predominate over individualized issues, and resolution of the common issues
22 for tens of thousands of Class members in a single, coordinated proceeding is
23 superior to tens of thousands of individual lawsuits addressing the same legal and
24 factual issues. With respect to predominance, Rule 23(b)(3) requires that
25 “[c]ommon issues of fact and law . . . ha[ve] a direct impact on every class
26 member’s effort to establish liability that is more substantial than the impact of
27 individualized issues in resolving the claim or claims of each class member.”
28 *Sacred Heart Health Sys., Inc. v. Humana Mil. Healthcare Servs., Inc.*, 601 F.3d

1 1159, 1170 (11th Cir. 2010) (internal quotation marks and citation omitted). Based
2 on the record currently before the Court, the predominance requirement is satisfied
3 for settlement purposes because common questions present a significant aspect of
4 the case and can be resolved for all Class Members in a single common judgment.
5 *See* Mitsubishi Prelim. Order at 13; *In re ZF-TRW ACUs Toyota Prelim. App.*, 2023
6 WL 6194109, at *12; *VW Clean Diesel*, 2017 WL 672820, at *8.

7 Superiority is also met because the Settlement Agreement's residual cash
8 payment of up to \$350 per Recalled Vehicle and up to \$150 per Unrecalled Vehicle
9 renders the adjudication of individual Class member claims substantially less
10 efficient than their simultaneous adjudication on a class wide basis, especially
11 considering the complex legal and technical nature of this Action. *See In re ZF-*
12 *TRW ACUs Toyota Prelim. App.*, WL 6194109, at *13 ("In light of the large
13 number of Class members and the cost of bringing an individual claim relative to
14 the potential recovery, it would be substantially less efficient for Class members to
15 pursue their claims on an individual basis than on a classwide basis."). Finally, the
16 fact that the Parties have executed the Settlement Agreement obviates any potential
17 class management issues. *Id.*; *see also Windsor*, 521 U.S. at 620.

18 6. The Court previously appointed Roland Tellis and David Stellings Co-
19 Lead Counsel in this litigation, *see* ECF 106, and Settlement Class Counsel for the
20 Toyota and Mitsubishi Settlement Classes in this MDL. *See In re ZF-TRW ACUs*
21 *Toyota Prelim. App.*, 2023 WL 6194109, at *23-24; Mitsubishi Prelim. Order at 24.

22 7. Co-Lead Counsel now apply for appointment of themselves and the
23 Plaintiffs' Steering Committee members as Settlement Class Counsel for the Class.
24 Having considered that application, the Court hereby appoints the following as
25 Settlement Class Counsel for purposes of the Settlement only: Baron & Budd, P.C.,
26 Lieff Cabraser Heimann & Bernstein, LLP, Ahdoot & Wolfson, PC, Beasley,
27 Allen, Crow, Methvin, Portis & Miles, P.C., Bleichmar Fonti & Auld LLP, Boies,
28 Schiller & Flexner LLP, Casey Gerry Schenk Francavilla Blatt & Penfield, LLP,

1 DiCello Levitt Gutzler LLC, Gibbs Law Group LLP, Keller Rohrbach LLP, Kessler
2 Topaz Meltzer and Check LLP, Podhurst Orseck, P.A., Pritzker Levine LLP,
3 Robbins Geller Rudman & Dowd LLP, and Robins Kaplan LLP.

4 8. Co-Lead Counsel have further applied for appointment of the
5 following Settlement Class Representatives: Larae Angel, Bobbi Jo Birk-LaBarge,
6 John Colbert, Brian Collins, Gerson Damens, Bonnie Dellatorre, Dylan
7 DeMoranville, Joseph Fuller, Tina Fuller, Lawrence Graziano, Michael Hernandez,
8 Kinyata Jones, Diana King, Richard Kintzel, Carl Paul Maurilus, Kenneth Ogorek,
9 Burton Reckles, Dan Sutterfield, Amanda Swanson, and Lore Van Houten. Having
10 considered that application, the Court hereby appoints these individuals as
11 Settlement Class Representatives for purposes of the Settlement only.

12 **Preliminary Approval of the Settlement**

13 9. Upon preliminary evaluation, there are no indications that the
14 settlement is the product of fraud or overreaching by, or collusion between, the
15 negotiating parties. *See Officers for Just.*, 688 F.2d at 625. The settlement appears
16 to be the result of extensive, good-faith, arm's-length negotiations that took place
17 between the Parties by counsel who are experienced in similar litigation along with
18 the guidance of the Settlement Special Master Patrick A. Juneau—who was
19 appointed Settlement Special Master by this Court on June 7, 2022 (Dkt. No.
20 493)—and which followed substantial discovery that was sufficient to enable
21 counsel and the Court to make informed decisions. *See Manual for Complex*
22 *Litigation (Third)* § 30.42 (West 1995) (“A presumption of fairness, adequacy, and
23 reasonableness may attach to a class settlement reached in arm's-length
24 negotiations between experienced, capable counsel after meaningful discovery.”).

25 10. The proposed Settlement Agreement provides for a Settlement Fund
26 that will be used for the following purposes: (a) to pay for Class members'
27 reasonable out-of-pocket expenses pursuant to Section III.B of the Settlement
28 Agreement; (b) to pay notice and related costs; (c) to pay for settlement and claims

1 administration, including expenses associated with the Settlement Special
2 Administrator and his consultants, taxes, fees, and related costs; (d) to make
3 residual cash payments to Class members pursuant to Section III.C of the
4 Settlement Agreement; (e) to pay Settlement Class Counsel's fees and expenses as
5 the Court awards; (f) to make service award payments to the Settlement Class
6 Representatives; and (g) to pay Taxes. The Settlement Fund may also be utilized for
7 additional outreach and notice costs that the Parties jointly agree is necessary in
8 furtherance of the terms of this Settlement.

9 11. Certain notice and settlement administration costs will be accrued prior
10 to final approval of the Settlement. As such, the Settling Defendants agree to
11 deposit \$5,000,000 into Hyundai and Kia ACU Class Action Settlement QSF
12 ("QSF") by no later than thirty (30) days after the Preliminary Approval Order. The
13 \$5,000,000 will be used to pay notice and settlement administration costs as they
14 are accrued prior to final approval of the Settlement. The Settling Defendants also
15 agree to deposit into the QSF \$43,600,100.90 no later than fourteen (14) days
16 following entry of the Final Approval Order to fund the Settlement Fund. If this
17 Court does not grant final approval to the Settlement, all funds remaining in the
18 QSF shall revert to the Settling Defendants.

19 12. The proposed Settlement Agreement provides the following
20 consideration to the Class:

21 a. **Out-of-Pocket Claims Process**: the Out-of-Pocket Claims
22 Process shall be used to pay for Class members' reasonable out-of-pocket expenses
23 related to the Recalls, unless and until the balance of the Settlement Fund falls
24 below \$10,000,000.00. Should Unrecalled Vehicles be subject to a Recall before
25 the Claims Period expires, the Out-of-Pocket Claims process shall also apply to
26 such Unrecalled Vehicles. Class members shall have 18 months from the date of the
27 Final Approval Order to submit a Claim Form for their out-of-pocket expenses.
28

1 b. **Residual Distribution**: the funds that remain after claims made
2 through the Out-of-Pocket Claims Process are paid and all other payments listed in
3 Section III.A.3 of the Settlement Agreement are made shall be distributed on a *per*
4 *capita* basis to all Class members who submitted out-of-pocket claims and to all
5 Class members who registered for a residual payment only. Residual payments
6 shall be up to \$350 for Recalled Vehicles and up to \$150 for Unrecalled Vehicles
7 unless the Parties agree to higher caps and jointly recommend the higher amount to
8 the Settlement Special Administrator for approval.

9 c. **Inspection Program**: If the Court grants final approval of the
10 Settlement, the Hyundai and Kia Defendants shall institute the Settlement
11 Inspection Program protocol as set forth in Exhibit 3 of the Settlement Agreement.

12 d. **New Parts Warranty**: If the Court grants final approval of the
13 Settlement, the Hyundai and Kia Defendants shall provide a warranty for the new
14 parts installed pursuant to the Recalls to address potential airbag non-deployment
15 due to electrical overstress for 10 years from the date of the Preliminary Approval
16 Order.

17 The New Parts Warranty will cover repairs or replacement (including parts
18 and labor) that become necessary due to a defect in a new part installed pursuant to
19 the Recalls. A Class member's rights under Section III.F of the Settlement
20 Agreement and the New Parts Warranty are transferred with the Subject Vehicle.

21 Inoperable or junkyard vehicles, vehicles with a scrapped, salvaged, rebuilt,
22 or flood-damaged title, vehicles with altered mileage, racing or similarly modified
23 vehicles intended for non-street use or vehicles that are dismantled, crushed, or fire
24 damaged, are not eligible for the New Parts Warranty.

25 In the event the ZF-TRW ACUs in Unrecalled Vehicles are recalled in the
26 future, the Hyundai and Kia Defendants shall extend the New Parts Warranty's
27 coverage for the parts installed pursuant to the future recall, subject to the terms of
28

1 Section III.F of the Settlement Agreement, except that the New Parts Warranty's
2 coverage will be for 10 years from the date of the future recall.

3 e. **Outreach and Loaner Program**: The Hyundai and Kia
4 Defendants will undertake an outreach program designed to increase Recall
5 Remedy completion rates. The budget for the Outreach and Loaner Program is
6 \$3,500,000.00, to be incurred by Hyundai and Kia separate and apart from the
7 funds deposited by the Settling Defendants in the QSF. To the extent the Outreach
8 and Loaner Program expenditures are less than \$3,500,000.00, then the Hyundai
9 and Kia Defendants shall deposit the difference into the Settlement Fund to be
10 distributed as part of the residual payment distribution.

11 f. **Future Rental Car Reimbursement, Loaner Vehicle, and**
12 **Future Outreach Program**: Subject to dealer availability, Hyundai and Kia shall
13 provide loaner vehicles to Class Members who, after the Effective Date, seek a
14 Recall Remedy from a Hyundai and Kia Dealer during the Claims Period and
15 request a courtesy loaner vehicle while the Recall Remedy is being performed.
16 Should Unrecalled Vehicles be subject to a ZF-TRW ACU recall, Class Members
17 who own or lease such Unrecalled Vehicles may request a courtesy loaner vehicle
18 while the Recall Remedy is being performed or alternatively may submit a claim
19 for reimbursement of reasonable rental car costs from the Settlement Fund during
20 the Claims Period. Additionally, Hyundai and Kia shall provide outreach related to
21 any such recalls for the Unrecalled Vehicles. Hyundai and Kia will receive a credit
22 of \$10,000,000.00 against the Settlement Amount for providing future loaner
23 vehicles and future outreach programs.

24 13. After entry of this Preliminary Approval Order, the Hyundai and Kia
25 Defendants, at their discretion, may, after consultation with Co-Lead Counsel,
26 implement certain of the above benefits in advance of final approval (with respect
27 to the Inspection Program and the New Parts Warranty) or the occurrence of the
28

1 Effective Date (with respect to the Future Rental Car Reimbursement, Loaner
2 Vehicle, and Future Outreach Program).

3 14. If there are any funds remaining in the Settlement Fund after the
4 Residual Distribution, and if it is not feasible and/or economically reasonable to
5 distribute the remaining funds to Class members who submitted claims, then the
6 balance shall be distributed *cy pres*, subject to the agreement of the Parties, through
7 their respective counsel, and Court approval.

8 15. The Court concludes that the proposed settlement between the Parties
9 is sufficiently fair, adequate, and reasonable to warrant preliminary approval. There
10 is a sufficient “record supporting the conclusion that the proposed settlement will
11 likely earn final approval after notice and an opportunity to object.” Fed. R. Civ. P.
12 23(e)(1), 2018 advisory committee notes. The Court finds that it will likely be able
13 to approve the proposed Class under Rule 23(e)(2), because the Class and its
14 representatives are likely to meet all relevant requirements of Rule 23(a) and Rule
15 23(b)(3).

16 **Approval of the Class Notice Program and Direction to Effectuate the Notice**

17
18 16. The Parties have proposed the appointment of Patrick J. Hron as
19 Settlement Special Administrator, and JND Legal Administration LLC (“JND”) as
20 Settlement Notice Administrator. Having considered the declaration and
21 attachments of JND, and the declaration of Patrick J. Hron, the Court hereby
22 approves the appointments.

23 17. The Court has also considered the form and content of the Class
24 Notice Program submitted by JND, and finds that the Class Notice Program and
25 methodology as described in the Settlement Agreement and in the Declaration of
26 Jennifer M. Keough: (a) meet the requirements of due process and Federal Rules of
27 Civil Procedure 23(c) and (e); (b) constitutes the best notice practicable under the
28

1 circumstances to all persons entitled to notice; and (c) satisfies the Constitutional
2 requirements regarding notice.

3 18. The Court finds that the Class Notice Program: (a) apprises the Class
4 members of the pendency of the Action, the terms of the proposed Settlement, and
5 their rights and deadlines under the Settlement; (b) is written in simple terminology;
6 (c) is readily understandable; (d) provides sufficient notice of Settlement Class
7 Counsel's request for attorneys' fees and costs and individual service award
8 payments to Settlement Class Representatives; and (e) complies with the Federal
9 Judicial Center's illustrative class action notices.

10 19. The Court hereby approves the Class Notice Program, and the
11 methodology described in the Settlement Agreement and in the Declaration of
12 Jennifer M. Keough in all respects, and it hereby orders that notice commence no
13 later than April 21, 2025.

14 20. The Court authorizes the Settlement Notice Administrator, through
15 data aggregators or otherwise, to request, obtain and utilize vehicle registration
16 information from the Department of Motor Vehicles for all 50 states, the District of
17 Columbia, Puerto Rico, Guam, the U.S. Virgin Islands, and all other United States
18 territories and/or possessions for the purposes of providing the identity of and
19 contact information for purchasers and lessees of Hyundai and Kia Subject
20 Vehicles. Vehicle registration information includes, but is not limited to,
21 owner/lessee name and address information, registration date, year, make and
22 model of the vehicle.

23 21. The Court authorizes the Hyundai and Kia Defendants and their
24 affiliates to share with the Settlement Notice Administrator data and other
25 information about purchasers and lessees of Hyundai and Kia Subject Vehicles, as
26 necessary, for the purpose of identifying potential Class members and effecting
27 service of Class Notice. This data and other information includes, but is not limited
28

1 to, owner/lessee name and address information, Vehicle Identification Numbers,
2 vehicle registration information, and vehicle year, make, and model.

3 22. The Settlement Notice Administrator shall send the Direct Mail
4 Notice, substantially in the form attached to the Declaration of Jennifer M. Keough,
5 by e-mail and/or first-class U.S. Mail, proper postage prepaid to Class members.

6 23. The Court further approves, as to form and content, the Email Notice,
7 Postcard Notice, Long-Form Notice, and the Claim Form, which are attached to the
8 Declaration of Jennifer M. Keough. The Court also approves the use of
9 www.ACUSettlement.com for the Settlement Website. The website shall conform
10 to the terms of the Settlement Agreement, and shall include documents relating to
11 the Settlement, orders of the Court relating to the Settlement and such other
12 information as the Settling Defendants and Co-Lead Counsel mutually agree would
13 be beneficial to potential Class members. The website shall also accept
14 electronically filed Claim Forms and shall be optimized for search engines and for
15 use on mobile phones. The Settling Defendants shall pay the costs of the Class
16 Notice in accordance with the Settlement Agreement. The Parties are hereby
17 authorized to establish the means necessary to implement the notice and/or other
18 terms of the Settlement Agreement.

19 **Establishment of Qualified Settlement Fund**

20 24. The Court finds that the Escrow Account is to be a “qualified
21 settlement fund” as defined in Section 1.468B-1(c) of the Treasury Regulations in
22 that it satisfies each of the following requirements:

23 a. The Account is to be established pursuant to an Order of this
24 Court and is subject to the continuing jurisdiction of this Court;

25 b. The Account is to be established to resolve or satisfy one or
26 more claims that have resulted or may result from an event that has occurred and
27 that has given rise to at least one claim asserting liabilities; and
28

1 c. The assets of the Account are to be segregated from other assets
2 of Settling Defendants, the transferor of the payment to the Settlement Fund, and
3 controlled by an Account Agreement.

4 25. Under the “relation back” rule provided under Section 1.468B-
5 1(j)(2)(i) of the Treasury Regulations, the Court finds that the Settling Defendants
6 may elect to treat the Account as coming into existence as a “qualified settlement
7 fund” on the latter of the date the Account meets the requirements of Paragraphs
8 24(b) and 24(c) of this Order or January 1 of the calendar year in which all of the
9 requirements of Paragraph 24 of this Order are met. If such a relation-back election
10 is made, the assets held by the Settlement Fund on such date shall be treated as
11 having been transferred to the Account on that date.

12 26. The name of the Qualified Settlement Fund shall be “Hyundai and Kia
13 ACU Class Action Settlement QSF.”

14 27. The Court approves Citi Private Bank as the Escrow Agent.

15 28. The Court approves Miller Kaplan Arase LLP as the Tax
16 Administrator.

17 29. The QSF shall be funded pursuant to the requirements agreed to in the
18 Settlement Agreement.

19 30. The Court retains continuing jurisdiction and supervision over the
20 QSF.

21 **Fairness Hearing, Opt-Outs, and Objections**

22 31. The Fairness Hearing is set for September 29, 2025, at 8:30 a.m. The
23 Fairness Hearing will be held before the Honorable John A. Kronstadt at the United
24 States District Court, Central District of California, First Street Courthouse, 350 W.
25 First Street, Courtroom 10B, Los Angeles, CA 90012, to consider, *inter alia*, the
26 following: (a) whether the Class should be certified for settlement purposes;
27 (b) whether the settlement and Settlement Agreement should be finally approved as
28 fair, reasonable, and adequate; and (c) whether to approve Settlement Class Counsel

1 Attorneys' Fees and Expenses ("Fee Request") and individual service award
2 payments to the Settlement Class Representatives.

3 32. Class members who wish to be excluded from the Class must mail a
4 written request for exclusion to the Settlement Notice Administrator at the address
5 provided in the Long Form Notice, postmarked on or before August 25, 2025,
6 specifying that the Class member wants to be excluded and otherwise complying
7 with the terms stated in the Long Form Notice and the Settlement Agreement. The
8 written request for exclusions must include the Class member's name, address,
9 telephone number, valid Vehicle Identification Number(s) of the Hyundai or Kia
10 Subject Vehicle(s) forming the basis of the Class member's inclusion in the Class,
11 the date of the Class member's purchase or lease of the Subject Vehicle(s), a
12 statement indicating the Class member requests to be excluded from the Class, and
13 a handwritten signature, personal signature (an electronic signature is insufficient).

14 33. Class members who timely and validly exclude themselves from the
15 Class shall not be bound by the Settlement Agreement, the Settlement, or the Final
16 Approval Order and Final Judgment. The Settlement Notice Administrator shall
17 provide copies of any requests for exclusion to Co-Lead Counsel, the Hyundai and
18 Kia Defendants' Counsel, and the Mobis Defendants' Counsel as provided in the
19 Settlement Agreement. If a potential Class member files a request for exclusion,
20 they may not assert an objection to the settlement.

21 34. Any potential Class member who does not properly and timely exclude
22 themselves from the Class shall remain a Class member and shall be bound by all
23 the terms and provisions of the Settlement Agreement, the Final Approval Order,
24 and Final Judgment, even if he or she has litigation pending or subsequently
25 initiates litigation against the Settling Defendants, or the Released Parties, asserting
26 the claims released in Section VII of the Settlement Agreement.

27 35. Any Class member who has not submitted a timely written request for
28 exclusion and who wishes to object to the settlement or Fee Request or service

1 awards to the proposed Settlement Class Representatives must deliver to Co-Lead
2 Counsel, the Hyundai and Kia Defendants' Counsel, and the Mobis Defendants'
3 Counsel, and file with the Court, on or before August 25, 2025, a written statement
4 of his or her objection. To be considered by the Court, the written statement must
5 comply with the terms of the Settlement Agreement and the Long Form Notice.

6 36. The filing of an objection shall allow Co-Lead Counsel or counsel for
7 the Settling Defendants to, at their discretion, notice the deposition of the objecting
8 Class member and/or to seek the production of documents and tangible things
9 relevant to the objections on an expedited basis, so as to promote and ensure the
10 efficient administration of justice, the timely resolution of objections and of this
11 Settlement, and the orderly presentation of any Class member's objection to the
12 Settlement, in accordance with the due process rights of all Class members.
13 Consistent with these objectives, service of a deposition notice and/or a request to
14 produce documents and tangible things in lieu of a formal subpoena shall be
15 sufficient. Likewise, any such deposition may take place remotely, or at an agreed
16 upon location at an agreed upon date and time, but, in no event more than 15 days
17 following service of a deposition notice and/or a request to produce documents and
18 other tangible things. Any objections to the scope of a deposition notice or a request
19 to produce documents and other tangible things issued or served in connection with
20 this provision shall be brought before this Court for resolution on an expedited
21 basis.

22 37. The Court may take such action it deems just and appropriate in the
23 event an objecting Class member fails to appear for deposition or comply with a
24 request to produce documents and other tangible things.

25 38. If the Court determines the objection is frivolous or made for an
26 improper purpose, the Court may take such action it deems just and appropriate.
27 Prior to doing so, however, the Court may allow an objector to voluntarily
28 withdraw their objection.

1 39. The Hyundai and Kia Plaintiffs shall file their motion for final
2 approval, which shall include responses to validly submitted objections (if any),
3 and Settlement Class Counsel's Fee Request, no later than July 15, 2025. Copies of
4 the motion for final approval and Settlement Class Counsel's Fee Request shall be
5 posted on the settlement website.

6 40. Any Class member has not excluded themselves from the Class,
7 including Class members who file and serve a written objection, may appear at the
8 Fairness Hearing, either in person or through counsel hired at the Class member's
9 expense, and may be heard, to the extent allowed by the Court, either in support of
10 or in opposition to the Settlement and/or the Fee Request.

11 41. No Class member shall be heard at the Fairness Hearing unless such
12 person/entity files a "Notice of Intent to Appear in *In re ZF-TRW Airbag Control*
13 *Units Products Liability Litigation*" with the Clerk of Court and delivers it to Co-
14 Lead Counsel and to the Settling Defendants' Counsel, on or before the date listed
15 in the deadlines chart below. In the notice, the Class Member must include
16 his/her/their name, address, telephone number, the make, model year, and VIN of
17 his/her/their/its Subject Vehicle(s), and a signature.

18 The Clerk of Court's address is as follows:

19 Clerk of Court
20 United States District Court for the Central District of California
21 First Street Courthouse
22 350 W. First Street, Courtroom 10B
23 Los Angeles, CA 90012

24 Addresses of Co-Lead Counsel, Hyundai and Kia's Counsel, and the Mobis
25 Defendants' Counsel are as follows:

26 **Co-Lead Counsel**

27 Roland Tellis
28 Baron & Budd, P.C.
 15910 Ventura Blvd

 David Stellings
 Lief Cabraser Heimann & Bernstein, LLP
 250 Hudson Street, 8th Floor

Suite 1600 New York, NY 10013-1413
Encino, CA 91436

Hyundai's and Kia's Counsel

Lance A. Etcheverry
Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue
Palo Alto, CA 94301

Mobis Defendants' Counsel

Matthew A. Goldberg
DLA Piper LLP (US)
One Liberty Place
1650 Market Street
Suite 5000
Philadelphia, PA 19103-7300

42. Class members who intend to object at the Fairness Hearing must also have followed the procedures for objecting in writing as set forth in the Settlement Agreement, the Long Form Notice, and this Order.

43. The deadlines set forth in this Order, including the date and time of the Fairness Hearing, shall be subject to extension by the Court without further notice to the Class members other than that which may be posted at the Court and/or on the settlement website at www.ACUSettlement.com. Class members should check the settlement website regularly for updates and further details regarding the Settlement and extensions of the deadlines thereunder.

44. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Class, except that notice of such modifications shall be posted on the settlement website.

45. Not later than 10 days before the date of the Fairness Hearing, the Settlement Notice Administrator shall file with the Court: (a) a list reflecting all

timely, valid requests for exclusion; and (b) the details outlining the scope, methods of distribution, and results of the Class Notice.

Settlement Deadlines

46. The Court hereby establishes the following schedule, in accordance with the Settlement Agreement, which shall govern the settlement proceedings in this Action unless continued or otherwise modified by the Court:

EVENT	DEADLINES <i>(Assumes issuance of Preliminary Approval Order on April 14, 2025)</i>
Class Notice to Commence	April 21, 2025
Plaintiffs' Motion for Final Approval and Attorneys' Fees and Expenses	No later than July 15, 2025
Exclusion/Objection Deadline	August 25, 2025
Reply Memoranda in Support of Final Approval and Fee/Expense Motion	No later than September 8, 2025
Deadline to file Notice of Intent to Appear	September 19, 2025
Fairness Hearing	September 29, 2025, at 8:30 a.m.

Effect of Failure to Approve the Settlement or Termination

47. In the event the Court does not approve the Settlement, or for any reason the Parties fail to obtain a Final Approval Order and Final Judgment as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

a. The Settlement Agreement shall be null and void and shall have no force or effect, and no Party to the Settlement Agreement shall be bound by any of its terms, except for the terms of Section X.D of the Settlement Agreement;

b. The Parties will petition the Court to have any stay orders entered pursuant to the Settlement Agreement lifted;

c. All of the Settlement Agreement's provisions, and all negotiations, statements, and proceedings relating to the Settlement Agreement shall be without prejudice to the rights of the Parties or any Class member, all of

1 whom shall be restored to their respective positions existing immediately before the
2 execution of the Settlement Agreement, except that the Parties shall cooperate in
3 requesting that the Court set a new scheduling order such that no Party's
4 substantive or procedural rights are prejudiced by the settlement negotiations and
5 proceedings;

6 d. The Hyundai and Kia Plaintiffs and all other Class members, on
7 behalf of themselves and their heirs, assigns, executors, administrators,
8 predecessors, and successors, expressly and affirmatively reserve and do not waive
9 all motions as to, and arguments in support of, all claims, causes of actions, or
10 remedies that have been or might later be asserted in the Actions including, without
11 limitation, any argument concerning class certification, and treble or other
12 damages;

13 e. The Settling Defendants, and the other Released Parties
14 expressly and affirmatively reserve and do not waive all motions and positions as
15 to, arguments in support of, and substantive and procedural rights as to all defenses
16 to the causes of action or remedies that have been sought or might be later asserted
17 in the actions, including without limitation, any argument or position opposing
18 class certification, liability or damages;

19 f. Neither the Settlement Agreement, the fact of its having been
20 made, nor the negotiations leading to it, nor any discovery or action taken by a
21 Party or Class member pursuant to the Settlement Agreement shall be admissible or
22 entered into evidence for any purpose whatsoever;

23 g. Any settlement-related order(s) or judgment(s) entered in this
24 Action after the date of execution of this Settlement Agreement shall be deemed
25 vacated and shall be without any force or effect;

26 h. All costs incurred in connection with the Settlement, including,
27 but not limited to, notice, publication, and customer communications, shall be paid
28 from the Settlement Fund and all remaining funds in the Settlement Fund shall

1 revert to the Settling Defendants as soon as practicable. Neither the Hyundai and
2 Kia Plaintiffs nor Settlement Class Counsel shall be responsible for any of these
3 costs or other settlement-related costs; and

4 i. Any Attorneys' Fees and Expenses previously paid to
5 Settlement Class Counsel shall be returned to the Settling Defendants within 14
6 calendar days of termination of the Settlement Agreement.

7
General Provisions

8 48. The Parties are authorized to take all necessary and appropriate steps
9 to establish the means necessary to implement the Settlement Agreement. Co-Lead
10 Counsel, the Hyundai and Kia Defendants Counsel, and the Mobis Defendants'
11 Counsel are hereby authorized to use all reasonable procedures in connection with
12 approval and administration of the Settlement that are not materially inconsistent
13 with this Order or the Settlement Agreement, including making, without further
14 approval of the Court, minor changes to the Settlement Agreement, to the form or
15 content of the Class Notice or to any other exhibits that the Parties jointly agree are
16 reasonable or necessary.

17 49. As set forth in the Settlement Agreement, if the Settlement Agreement
18 is not finally approved by the Court or is terminated for any reason (in whole or in
19 part) the Settlement will be rescinded and will be without further legal effect. The
20 Parties will then litigate the lawsuit as if this Settlement had never occurred,
21 without prejudice to any claims or defenses they may have. Pursuant to Fed. R.
22 Evid. 408, the Settlement, the Settlement Agreement, and all related briefing,
23 arguments, transcripts, and documents will be inadmissible in any proceeding to
24 prove or disprove the validity of any claim, defense, or allegation asserted in the
25 Action. The provisional certification of the Class pursuant to this Order shall be
26 vacated automatically and the Action shall proceed as though the Class had never
27 been certified. The Parties shall have all the rights, defenses, and obligations they
28 would have had absent the Settlement Agreement.

1 50. The terms and provisions of the Settlement Agreement may be
2 amended, modified, or expanded by written agreement of the Parties and approval
3 of the Court; provided, however, that after entry of the Final Approval Order and
4 Final Judgment, the Parties may by written agreement effect such amendments,
5 modifications, or expansions of this Settlement Agreement and its implementing
6 documents (including all exhibits) without further notice to the Class or approval by
7 the Court if such changes are consistent with the Court's Final Approval Order and
8 Final Judgment and do not limit the rights of Class members under the Settlement
9 Agreement.

10 51. Any confidential information made available to Settlement Class
11 Representatives and Settlement Class Counsel solely through the settlement process
12 shall not be disclosed to third parties (other than experts or consultants retained by
13 Plaintiffs in connection with the Action); shall not be the subject of public
14 comment; shall not be used by Plaintiffs or Settlement Class Counsel in any way in
15 this litigation or otherwise should the Settlement Agreement not be achieved; and
16 shall be returned if a settlement is not concluded; provided, however, that nothing
17 contained herein shall prohibit Plaintiffs from seeking such information through
18 formal discovery if not previously requested through formal discovery or from
19 referring to the existence of such information in connection with the settlement of
20 the Action.

21 **IT IS SO ORDERED:**

22 Date: _____, 2025

23 _____
24 HON. JOHN A. KRONSTADT
25 United States District Court
26
27
28