

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

<p>PRECISION ASSOCIATES, INC., <i>et al.</i>,</p> <p>Plaintiffs,</p> <p>v.</p> <p>PANALPINA WORLD TRANSPORT (HOLDING) LTD., <i>et al.</i></p> <p>Defendants.</p>	<p>CASE NO. 08-CV-00042 (JG)(VVP)</p>
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**DECLARATION OF W. JOSEPH BRUCKNER
IN SUPPORT OF CO-LEAD COUNSEL’S PETITION FOR A THIRD
AWARD OF ATTORNEYS’ FEES AND REIMBURSEMENT OF EXPENSES**

I, W. Joseph Bruckner, declare and state:

1. I am a partner of the law firm of Lockridge Grindal Nauen P.L.L.P. I submit this Declaration in support of Plaintiffs’ petition for a third award of attorneys’ fees and reimbursement of costs and expenses in connection with services rendered and expenses incurred by my firm in connection with this litigation.

2. My firm is one of four co-lead counsel appointed by the Court to represent Plaintiffs and the Plaintiff class in this action (“Co-Lead Counsel”). The Court previously granted two fee petitions following Co-Lead Counsel’s obtaining significant settlements with Defendants up to that time. In each fee petition Co-Lead Counsel filed with this Court — and published on the website established for this case, www.freightforwardcase.com, for review by class members — detailed lodestar information¹ and a description of work by Co-Lead and other

¹ *I.e.*, the number of hours expended and an hourly rate for each professional so engaged. For Class Counsel’s prior lodestar information and descriptions of work performed, *see* ECF Nos. 875, 875-8, 1281, 1282-15.

Plaintiffs' Counsel (collectively "Class Counsel") up to that time for the Court to use as a lodestar cross-check in considering the appropriate percentage fee award. Neither of those two prior fee awards considered Class Counsel's work on behalf of the Class after August 15, 2015, and one of the purposes of this Declaration is to provide that supplemental information to the Court.

I. Summary Description Of Work Performed Since Second Interim Fee Petition

3. From August 16, 2015 through July 31, 2016, Class Counsel continued to work on behalf of the Class; none of that work has been the subject of any request for attorneys' fees. Each Class Counsel who performed work during this time period is submitting its own declaration describing such work, simultaneous with this declaration. During that time period, my own firm, Lockridge Grindal Nauen P.L.L.P., performed the following:

- Researched case evidence, documents, and depositions for Plaintiffs' supplemental discovery responses and responses to contention interrogatories;
- Drafted and served Plaintiffs' supplemental discovery responses;
- Reviewed and prepared Plaintiffs' documents for supplemental productions;
- Coordinated and served Plaintiffs' verifications for interrogatory responses;
- Researched, drafted, and served contention interrogatories to Defendants;
- Researched and drafted Plaintiffs' privilege logs;
- Negotiated with Defendants regarding issues with Plaintiffs' privilege log entries;
- Reviewed and analyzed Defendants' privilege log entries;
- Negotiated with Defendants regarding Defendants' privilege log deficiencies;
- Reviewed Defendant DHL documents produced for inspection in Seattle, Washington;
- Drafted and served requests for admissions on Defendants;
- Researched and drafted responsive briefing on Defendant Hellmann's motion to compel responses to requests for admissions and motion for protective order;
- Researched documents regarding fraudulent concealment issues;
- Researched documents regarding built-in surcharge issues;
- Drafted, served, and filed motion to quash subpoena served by Defendant Hellmann on claims administrator in the *Air Cargo* case;

- Corresponded with Defendants regarding their demand that Plaintiffs amend their complaint;
- Drafted stipulation regarding the amended complaint;
- Drafted, served, and filed correspondence to the Court regarding proposed amended complaint;
- Drafted, served, and filed a proposed agenda for the status conference in August 2015 before Magistrate Judge Pohorelsky and a case management statement in connection with the status conference in March 2016 before Judge Cogan;
- Attended Court status conferences;
- Reviewed issues and strategized with co-counsel regarding settlement issues with remaining Defendants;
- Reviewed issues and strategies regarding settlement mediation;
- Negotiated settlement terms with the remaining two Defendants, DHL and Hellmann;
- Drafted a Memorandum of Understanding regarding the proposed settlement with the DHL Defendants;
- Assisted in drafting and finalizing settlement agreements and escrow agreements with the DHL Defendants and with the Hellmann Defendants;
- Assisted in drafting motions for preliminary approval of settlements with the DHL Defendants and with the Hellmann Defendants;
- Assisted in drafting motions for final approval of Second Round settlements;
- Researched and verified the status of Defendants' Class Action Fairness Act notices to state attorneys general and other government entities for the Second Round settlements, and apprised the Court on the progress of those CAFA notices;
- Prepared for and attended the hearing before Judge Gleeson regarding final approval for the Second Round settlements;
- Assisted in drafting a third notice plan to class members regarding the Third Round settlements with DHL and Hellmann;
- Calculated and verified pro-rata payment amounts for class notice costs allowed by settlement agreements;
- Directed the escrow agent regarding payments to vendors for allowed class notice costs;
- Conferred frequently and extensively with many class members, third-party claim filers, and the claims administrator on questions regarding claim filing and issues regarding claims administration;
- Analyzed and researched issues regarding claims administration, including deficient claims and late-filed claims;
- Researched currency conversion issues in preparation for claims administration and distributions;
- Monitored filed claims and worked with claims administrator to verify claims;

- Monitored whether entities opted out of the proposed settlement classes;
- Researched and confirmed Most Favored Nation refunds to two Defendants, and coordinated those refund payments and directed escrow agent for same;
- Researched Defendants' revenues which were affected by the conspiracies alleged in Plaintiffs' complaint; analyzed, calculated, and drafted settlement allocation matrix consistent with Plan of Allocation in preparation for distribution;
- Analyzed and defined strategies for claims processing, auditing, and verification;
- Drafted updates for settlement web site and coordinated posting same with the claims administrator;
- Reviewed and processed settlement escrow account statements;
- Monitored settlement escrow account activity and balances and verified receipt of settlement payments with escrow agent;
- Held multiple conferences with defense counsel regarding the status and timing of subsequent settlement payments;
- Verified receipt of settlement payments with escrow agent;
- Negotiated with counsel for Settling Defendant Jet Speed a modification of settlement payment schedule and researched options and proposals for same;
- Reviewed and processed vendor invoices regarding case expenses;
- Maintained litigation common cost fund and related ledger report; and
- Corresponded with named Plaintiffs regarding case issues, status and progress.

II. New Settlements And Settlement Administration Since August 15, 2015

A. Third Round Settlements

4. Since August 15, 2015, Plaintiffs have entered into settlement agreements with the last two defendant groups in this case, **DHL** (comprising Deutsche Post AG, Danzas Corporation (doing business as DHL Global Forwarding), DHL Express (USA) Inc., DHL Forwarding Japan K.K., DHL Japan Inc., Exel Global Logistics, Inc., and Air Express International USA, Inc.) and **Hellmann** (comprising Hellmann Worldwide Logistics GmbH & Co. KG, Hellmann Worldwide Logistics Ltd. Hong Kong, and Hellmann Worldwide Logistics, Inc.). The Court has granted preliminary approval to both of those settlements.

5. Under those settlement agreements, described more fully in their respective motions for preliminary approval filed at ECF Nos. 1340 and 1355, and in the forthcoming final

approval briefs, DHL has paid Plaintiffs \$53,000,000 and Hellmann has paid Plaintiffs \$550,000. Those funds have been received and deposited into interest-bearing escrow accounts. Each of those settlement agreements also includes funds reserved to pay for notice to the Class of these proposed settlements and other related expenses, and requires the settling Defendant to cooperate with Plaintiffs in prosecuting their claims if the Court does not finally approve both settlements.

B. Jet Speed

6. A handful of the Second Round Settlement agreements — Jet Speed’s among them — required the Settling Defendant to make a future payment of a sum certain on a date certain. Because the scheduled dates and amounts of those payments were discernable, the second interim fee petition sought fees on those definite future payments, but stated that Class Counsel would not deduct any fees on scheduled future payments until the funds were actually in the escrow account and available for distribution to Class members. *See* ECF No. 1282 at 4 nn.2-4. The Court’s order approving the requested second interim fee award implicitly assumed, therefore, that 75% (\$187,500) of Jet Speed’s final scheduled payment would be available for payment to qualified Class members and that 25% (\$62,500) would be paid as attorneys’ fees.

7. In May 2016, Jet Speed failed to timely make its final payment of \$250,000. Class Counsel has not withdrawn any part of that delinquent amount which the Court previously awarded as fees. Jet Speed has agreed to a payment plan with Plaintiffs. Pursuant to that payment plan, Jet Speed will make monthly payments of \$10,000 for one year, totaling \$120,000, with a balloon payment of \$130,000 due on June 30, 2017. To date, Jet Speed has paid \$20,000 in monthly payments and is current on this modified payment plan. Class Counsel reiterate that they will not withdraw any fees from any portion of Jet Speed’s delinquent payment unless and until \$187,500 of that payment is available for payment to the Class. Class Counsel

anticipate that Jet Speed will pay all amounts still due under its settlement agreement. Nevertheless, if Jet Speed does not fully pay all amounts still due, Class Counsel bear the primary risk of any eventual underpayment, which would reduce the fees paid to Class Counsel and similarly reduce the multiplier resulting from the lodestar cross-check.

C. Future Work Anticipated

8. Going forward, my firm and other Class Counsel will continue to be active in all aspects of settlement and claims administration, including working with the Claims Administrator and Settling Defendants to obtain customer data that may be useful to Class members in filing claims, and supervise final distribution of settlement proceeds to qualified class members.

III. Class Counsel's Time And Expense Reporting To Co-Lead Counsel

9. The four Co-Lead firms and three other law firms which, at the Co-Leads' direction, performed work on behalf of Plaintiffs now submit lodestar information for the period of August 16, 2015 through July 31, 2016.

10. Co-Lead Counsel have carefully managed the allowable time to be included in the lodestar cross-check for this third application including, among other things, the exclusion of time previously submitted as part of the lodestar cross-check for the first and second interim fee petitions. At the inception of this case and in an effort to control Class Counsel's lodestar, Co-Lead Counsel instituted a protocol for reporting time and expenses of all Class Counsel on a monthly basis. Pursuant to that protocol, all Class Counsel including Co-Lead Counsel have been instructed not to submit time for certain categories of work, including work not requested by Co-Lead Counsel, duplicative work, reading and reviewing, preparing time and expense reports, routine clerical tasks, or for work related to any client not retained. Additionally, the

protocol required that each firm submit, via email, all litigation-related expenses incurred by the firm for the month. Finally, time spent reviewing documents was capped at \$400 per hour.

11. After Co-Lead Counsel received time submissions from Plaintiffs' Counsel, Co-Lead Counsel ensured that time and expenses had been submitted in accordance with the protocol, and only for work to be included in this fee petition, by thoroughly vetting each firm's submission, including a line-by-line review of their time entries. If any non-compensable time was submitted by Plaintiffs' Counsel, such entries were excluded.

IV. Calculation Of Current Available Settlement Fund And Fees Sought

12. In the notices sent to Class members following preliminary approval of the Third Round Settlements, Co-Lead Counsel advised the Class that, as compensation for their time and the risk in prosecuting this case on a wholly contingent fee basis, they would ask the Court for an award of attorneys' fees to be deducted from the Settlement Fund in an amount not to exceed 33% of the Settlement Fund, as well as reimbursement for their expenses actually incurred in the prosecution of the litigation. *See* ECF No. 1364-1 at 18. This information also was posted contemporaneously on the case website, www.freightforwardcase.com, as will be this Petition For A Third Award Of Attorneys' Fees And Reimbursement Of Expenses, this Declaration, and all other supporting papers.

13. Co-Lead Counsel are requesting interim attorneys' fees of 25% of the Current Available Settlement Fund, for a total third fee award of \$29,443,654.19, as well as reimbursement of interim expenses totaling \$1,762,803.75.

14. The currently available portion of each settlement from which Class Counsel are requesting an award of attorneys' fees of 25% is as follows:

	Settlement	Settlement Fund (Paid)	Explanation
Third Round Settlements	DHL Settlement (Non-severed claims)	\$53,000,000.00	
	Hellmann Settlement	\$550,000.00	
	<i>Subtotal</i>	<i>\$53,550,000.00</i>	
	Settlement	Additional Current Settlement Fund	Explanation
Second Round Settlements	SDV Settlement	\$947,501.35	
	Panalpina	\$4,379,227.40	
	Geodis	\$0.00	
	Jet Speed	\$0.00	
	DSV	\$2,017,061.41	DSV has paid \$2,010,814.88; DSV will deposit its final <i>Air Cargo</i> Round 4 check for the balance of \$6,264.53 when it received that re-issued check (<i>see ¶ 15 below</i>).
	Toll	\$287,618.14	
	Agility	\$2,126,245.60	
	UPS	\$16,628,765.02	
	Dachser	\$304,345.51	
	Japanese Defendants	\$10,000,000.00	Excluded from second interim fee request for ratchet down
	DHL (severed claims)	\$0.00	
	<i>Subtotal</i>	<i>\$36,690,764.43</i>	

		Additional Current Settlement Fund	Explanation
First Round Settlements	Schenker	\$0.00	
	Vantec	\$1,038,568.11	
	EGL	\$0.00	Reached cap under settlement agreement
	Expeditors	\$11,790,137.30	
	Nishi-Nippon	\$0.00	Reached cap under settlement agreement
	UAC	\$14,922.86	
	K+N	\$7,330,453.63	
	Morrison	\$3,254,554.49	
	UTi	\$4,105,215.96	
	ABX	\$0.00	
	<i>Subtotal</i>	<i>\$27,533,852.35</i>	
<u>Current Available Settlement Fund</u>		\$117,774,616.77	

15. With one exception, all of the funds described in the above chart have been received and deposited into the settlement escrow account. As for the one exception: as described above, DSV has paid \$2,010,814.88 in Round 4 *Air Cargo* recoveries. DSV did not receive one *Air Cargo* Round 4 claim check it was owed, in the amount of \$6,264.53, and that check is in the process of being reissued and sent to DSV. Once DSV receives those funds, it will deposit them into the Settlement Fund. Because there is no dispute about whether those

funds will be reissued by the *Air Cargo* claims administrator or deposited into the Settlement Fund by DSV, those funds are included in the Current Available Settlement Fund on which Class Counsel now seek fees. If the Court grants Class Counsel's fee petition, Class Counsel will not deduct any fees from DSV's forthcoming payment of \$6,264.53 until those funds are actually paid in the escrow account and available for distribution to qualified Class member claimants.

V. Calculation Of Fees Sought From Future Available Settlement Fund

16. The Class Notice approved by this Court informed potential Class members that Class Counsel would seek an award of up to 33% of the settlement fund. That Notice has been distributed to potential Class members in accordance with the Court's order approving notice. As described in the Memorandum In Support Of Co-Lead Counsel's Petition For A Third Award Of Attorneys' Fees And Reimbursement Of Expenses, filed contemporaneously with this Declaration, Class Counsel also seek a future-looking award of fees to be paid out of any future payments by Settling Defendants (the "Future Available Settlement Fund"). Specifically, Class Counsel seek a future-looking award of 25% of any Future Available Settlement Fund, up to a maximum of \$90 million in future payments by Settling Defendants,² for a maximum possible future-looking fee award of \$22,500,000.00. In addition to the notices already received by the Class, this Petition and its supporting papers will be filed contemporaneously on the case website, www.freightforwardcase.com, for all Class Members' notice and review.

VI. Lodestar Cross-Check Calculation

17. Attached to this Declaration are summary descriptions by Counsel (**Exhibits A-G**), including other Co-Lead Counsel (**Exhibits B-D**), whose work underlies this Petition for

² The amount and timing of any future payments by Settling Defendants can only be reasonably estimated at this time. If such future payments exceed \$90 million, Class Counsel will make a supplemental request for attorneys' fees at that time.

attorneys' fees and unreimbursed expenses. As set forth above, we are describing for this lodestar cross-check and fee-reimbursement request only work not previously covered by the first and second interim fee awards. Counsel's prior work and lodestar were described in detail in ECF Nos. 875, 875-8, 1281, 1282-15.³

18. Each firm's declaration submitted with this Petition includes two exhibits. One exhibit details the hours and value of the applicable time spent by personnel at the firm and included in the lodestar cross-check. The other exhibit details the nature and amount of unreimbursed expenses.

19. Attached as **Exhibit H** to this declaration is a chart summarizing the individual declarations of counsel showing lodestar cross-check amounts not included in either of the two prior interim fee petitions.

A. Lockridge Grindal Nauen Lodestar: August 16, 2015 Through July 31, 2016

20. The schedule attached hereto as **Exhibit A** is a detailed summary indicating the amount of time spent by the partners, attorneys, and other professional support staff of my firm who have been involved in this litigation. The lodestar calculation described in Exhibit A is based on my firm's current hourly billing rates, except that work done on document review was capped at \$400 per hour from August 16, 2015 through July 31, 2016.

21. The total number of hours expended on this litigation by my firm from August 16, 2015 through July 31, 2016, is 1,538.00 hours. The total lodestar for my firm is \$916,510.00. My firm's lodestar figures are based on my firm's current hourly billing rates. The hourly rates

³ As noted in our Memorandum In Support of this Petition, in performing the lodestar cross-check and to ensure an apples-to-apples comparison, we respectfully submit that the Court should compare the total of all fees previously awarded and fees requested in this petition, to the total case lodestar from inception until July 31, 2016. Memorandum In Support Of Co-Lead Counsel's Petition For A Third Award Of Attorneys' Fees And Reimbursement Of Expenses, September 2, 2016 (filed herewith) at 22.

for the partners, attorneys, and professional support staff in my firm are the same as the usual and customary hourly rates charged for their services in contingent billable matters. We determined the total number of hours from contemporaneous, daily time records regularly prepared and maintained by my firm and which have been made available to other co-lead counsel for their review.

B. Aggregate Lodestar For All Class Counsel From Inception Through July 31, 2016

22. At Judge Gleeson's direction, the first interim award of attorneys' fees and expenses used as a lodestar cross-check attorneys' work time only to the extent that it related directly to the First Round Settlements. The lodestar cross-check for the first interim award was based on 33,060.04 hours in professional time, yielding a lodestar of \$13,796,633.27 at Class Counsel's then-current hourly rates. ECF No. 875 at ¶ 16.

23. The second interim award of attorneys' fees and expenses used as a lodestar cross-check all attorneys' work time from the inception of this case through August 15, 2015, excluding time already included in the first fee petition relating solely to the First Round Settlements. ECF No. 1281. The sum of the second petition lodestar in ECF No. 1281 and the first petition lodestar in ECF No. 875 gave the Court the total lodestar from inception until August 15, 2015. The lodestar cross-check for the second interim award was based on a cumulative total of 153,782.18 hours of professional time since inception through August 15, 2015, for an aggregate lodestar for that period of \$69,869,851.59 at Class Counsel's then-hourly rates. ECF No. 1281.

24. For this third period, from August 16, 2015 through July 31, 2016, based on the monthly attorney and paralegal time reports submitted to Co-Lead Counsel, Class Counsel have reported over 4,451 hours of professional time expended for the benefit of the Class, none of

which was encompassed by either of the prior fee petitions. This additional work represents a \$2,395,101.75 using Class Counsel's current hourly rates. This work, like all legal work done in this case, was performed on an entirely contingent basis.

25. This third fee petition proposes as a lodestar cross-check attorney work from the inception of the case through July 31, 2016, at Class Counsel's current hourly rates, to be compared to the total of all fees previously awarded and fees requested in this petition. Therefore and in sum, the total professional time expended by all Class Counsel from the inception of this case through July 31, 2016 represents 158,233.55 hours of work, for an aggregate lodestar of \$72,264,953.34. Attached as **Exhibit I** to this declaration is a chart summarizing the aggregate lodestar for that time period.

VII. Class Counsel's Unreimbursed Expenses

A. Deferred Billings

26. Co-Lead Counsel entered into deferred billing agreements with three competitively priced vendors that have performed work necessary to the prosecution of this case.⁴ These vendors provided deposition transcription, claims administration, and document-hosting services, respectively, and agreed not to seek payment for all or part of their services

⁴ In addition to the expenses described here and for which Class Counsel now seek reimbursement, a total of \$10,367,569.82 has been paid from the settlement escrow accounts for class notice expenses and other expenses regarding preliminary or final approval, and related bank fees. Of that total, \$1,834,833.00 has been spent during the time period of August 16, 2015 through July 31, 2016. To the extent appropriate, any similar future expenses also will be paid from the settlement escrow accounts. These payments were, or will be, made pursuant to language in each of the Settling Defendant's Settlement Agreements reserving a specific amount of such Settling Defendant's payment that may be used for payment of notice and related costs (and which would be non-refundable to the Settling Defendant in the event the settlement was not finally approved), and have already been authorized by the Court. While these payments are not included in the requested reimbursement in this petition, and have already been paid or have been authorized by the Court to be paid from those escrow accounts, we describe those expenditures here to fully describe all litigation-related expenses incurred in this case.

from Class Counsel on an ongoing (*e.g.*, monthly) basis, to allow Co-Lead Counsel the opportunity to recover those expenses as part of a fee petition. Class Counsel now seek reimbursement of \$1,639,871.47 in unreimbursed deferred billings.

27. These deferred billings are summarized at **Exhibit J** hereto, and include three components: (1) deferred billings from U.S. Legal Support, for deposition transcription services, totaling \$3,938.25; (2) deferred billings from Epiq Systems, Inc., for claims administration work totaling \$1,602,552.99;⁵ and (3) deferred billings from Shepherd Data Services, Inc., for data hosting totaling \$33,380.23.

B. Class Counsel's Recorded Expenses

28. Class Counsel also request reimbursement of \$122,932.28 in unreimbursed costs and expenses paid by those firms. This total is based on monthly expense reports submitted to Co-Lead Counsel.

29. **Exhibit K** hereto summarizes the expenses reported as having been incurred by all Class Counsel and paid by those firms, separately from those expenses that were paid out of the Litigation Fund. Class Counsel have itemized their costs separately in their requests for reimbursement accompanying this motion (*see* Exhibits A-G), and have thereby attested to the reasonableness and accuracy thereof. Each firm requesting reimbursement of expenses has averred that the expenses are reflected in the books and records maintained by the firm. These expenses include, for example, the costs for photocopying, computer research, postage and courier expenses, telephone and fax costs, and travel and accommodations.

⁵ This total comprises deferred billings from Epiq dating from August 1, 2015 through July 31, 2016. Class Counsel previously received reimbursement for deferred billings from Epiq through July 2015 only. No billings from Epiq for services provided August 1, 2015 or later were available at the time of Class Counsel's second fee petition, and in that petition Class Counsel informed the Court that they intended to seek reimbursement of such expenses at a later time. Joint Decl. ¶ 328 n.41.

30. As detailed in Exhibit A, my firm has incurred a total of \$28,822.19 in unreimbursed expenses during the period August 16, 2015 through July 31, 2016.

31. The expenses incurred in this action are reflected on the books and records of my firm. These books and records are prepared from expense vouchers, check records, and other source materials and represent an accurate recordation of the expenses incurred.

32. In Co-Lead Counsel's judgment, all the expenses sought by this petition were reasonable and necessary to prosecute this litigation and to obtain the substantial settlements here, and all were made for the direct benefit of the Settlement Class and the putative litigation Class.

C. Class Counsel's Common Cost Litigation Fund

33. On behalf of all Class Counsel, my firm has established, monitored, and administered a Common Cost Litigation Fund ("Litigation Fund") from which to pay litigation costs incurred for the case overall in its prosecution. The Litigation Fund is used as a source to pay ongoing litigation expenses on behalf of the Class in this matter. The Litigation Fund initially was funded and is replenished as required from assessment payments from Class Counsel. The total received in Litigation Fund assessments from August 28, 2015⁶ through July 31, 2016 is \$36,000. *See* Ex. K line 1. No part of those assessments has been reimbursed.

34. The expenses paid from the Litigation Fund from August 28, 2015 through July 31, 2016 are in addition to the expenses incurred by each Class Counsel, which are described in each Class Counsel's individual declaration and summarized in Exhibit K. As noted

⁶ Although in general the second interim fee petition sought reimbursement of expenses only through August 15, 2015, it sought reimbursement for contributions to the Litigation Fund that were made through August 27, 2015. Joint Decl. ¶ 333 n.42. Therefore Class Counsel now seek reimbursement for only those contributions to the Litigation Fund that were made from August 28, 2015 through July 31, 2016.

above, the Litigation Fund is funded by assessments paid by Class Counsel. As part of this petition to the Court for reimbursement of litigation-related expenses, Class Counsel seeks reimbursements for assessments paid to the Litigation Fund from August 28, 2015 through July 31, 2016. Therefore, to avoid double-counting, the instant petition does not seek reimbursement of any expenditures made directly from the Litigation Fund. Nevertheless, I describe the Litigation Fund's expenditures from August 28, 2015 through July 31, 2016 below and in **Exhibit L**, in order to fully describe all new litigation-related expenses incurred in this case and to attest to their accuracy and necessity.

35. In Co-Lead Counsel's judgment, all expenses paid from the Litigation Fund have been reasonably incurred and necessary to the prosecution of this case. The recorded costs and expenses incurred by Class Counsel from August 28, 2015 through July 31, 2016 are itemized in Exhibit L attached hereto.

36. Class Counsel spent \$404.28 for court reporters and hearing transcripts. Those transcripts were necessary for briefing and efficient management of the case.

37. Class Counsel spent \$183,403.07 for expert consultants. Those expert consultants were necessary for investigation of the case, to guide discovery efforts, and for settlement evaluation

38. Class Counsel incurred \$73,926.28 in expenses paid to a document database vendor. These services were necessary to enable Class Counsel to house, review, and code documents produced through discovery and cooperation to assist in briefing and mediation.

39. As of July 31, 2016, the Litigation Fund had a zero balance.

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

Executed on this 1st day of September 2016 at Minneapolis, Minnesota.

s/ W. Joseph Bruckner
W. Joseph Bruckner