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# [***In re Cathode Ray Tube (CRT) Antitrust Litig.***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5J6H-G801-F04C-T0BM-00000-00&context=)

United States District Court for the Northern District of California, San Francisco Division

January 28, 2016, Decided; January 28, 2016, Filed

Master File No. 3:07-cv-5944 JST; MDL No. 1917

**Reporter**

2016 U.S. Dist. LEXIS 24951 \*

In re: CATHODE RAY TUBE (CRT) ***ANTITRUST*** LITIGATION. This Document Relates to: All Indirect-Purchaser Actions.

**Subsequent History:** Supplemental opinion at [*In re : Cathode Ray Tube (Crt)* ***Antitrust*** *Litig., 2016 U.S. Dist. LEXIS 88664 (N.D. Cal., Feb. 29, 2016)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51N-00000-00&context=)

Adopted by, in part, Reserved by, in part, Objection overruled by, Settled by [*In re: Cathode Ray Tube (CRT)* ***Antitrust*** *Litig., 2016 U.S. Dist. LEXIS 88665 (N.D. Cal., July 7, 2016)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=)

**Prior History:** [*Crago, Inc. v. Chunghwa Picture Tubes, Ltd. (In re Cathode Ray Tube (CRT)* ***Antitrust*** *Litig.), 536 F. Supp. 2d 1364, 2008 U.S. Dist. LEXIS 12204 (J.P.M.L., Feb. 15, 2008)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4RW4-WYX0-TXG3-V2B4-00000-00&context=)

**Core Terms**

settlement, notice, lead counsel, class member, ***Antitrust***, purchasers, objectors, indirect, proposed settlement, damages, Cooper, firms, television, Products, attorneys, lodestar, settlement fund, billing, documents, cases, nationwide class, Recommendation, class action, depositions, discovery, issues, class representative, non-repealer, multiplier, expenses

**Counsel:** **[\*1]**Mr. Martin Quinn, Special Master, Pro se, San Francisco, CA.

For Mr. Martin Quinn, Special Master: Martin Quinn, JAMS, San Francisco, CA.

For Crago, Inc., on behalf of itself and others similarly situated dba Dash Computers, Inc. a Kansas City corporation, Plaintiff: Bruce Lee Simon, LEAD ATTORNEY, Pearson Simon & Warshaw, LLP, San Francisco, CA; Guido Saveri, LEAD ATTORNEY, Saveri & Saveri, Inc., San Francisco, CA; Ashlei Melissa Vargas, Pearson, Simon & Warshaw LLP, San Francisco, CA; Christopher Wilson, Polsinelli Shughart PC, Kansas City, MO; Clifford H. Pearson, Pearson, Simon & Warshaw LLP, Sherman Oaks, CA; Daniel D. Owen, Shughart Thomson & Kilroy, P.C., Kansas City, MO; Daniel L. Warshaw, Pearson, Simon & Warshaw, LLP, Sherman Oaks, CA; Esther L Klisura, SL Environmental Law Group PC, San Francisco, CA; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica L. Grant, Coblentz Patch Duffy & Bass LLP, San Francisco, CA; Jessica Lynn Meyer,**[\*2]** Lindquist & Vennum, Minneapolis, MN; Jonathan Mark Watkins, Pearson Simon Warshaw & Penny LLP, San Francisco, CA; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Patrick John Brady, Polsinelli PC, Kansas City, MO; Shpetim Ademi, Cudahy, WI; Aaron M. Sheanin, Pearson, Simon & Warshaw, LLP, San Francisco, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Hawel A. Hawel d/b/a City Electronics, a California business, Plaintiff: Betty Lisa Julian, Modesto, CA; Cadio R. Zirpoli, Saveri & Saveri, Inc., San Francisco, CA; Clinton Paul Walker, Damrell, Nelson, Schrimp, Pallios, Pache & Silva, Modesto, CA; Fred A. Silva, Damrell Nelson Schrimp Pallios, Pacher & Silva, Modesto, CA; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Geoffrey Conrad Rushing, Saveri & Saveri Inc., San Francisco, CA; Gianna Christa Gruenwald, Saveri & Saveri, San Francisco, CA; Guido Saveri, Saveri & Saveri, Inc., San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jayne A. Goldstein,**[\*3]** Mager & Goldstein LLP, Weston, FL; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Kathy Lee Monday, Damrell, Nelson, Schrimp, Pallios, Pacher & Silva, Modesto, CA; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Richard Alexander Saveri, Saveri & Saveri, Inc., San Francisco, CA; Roger Martin Schrimp, Damrell Nelson Schrimp Pallios Pacher & Silva, Modesto, CA; Shpetim Ademi, Cudahy, WI; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY.

For Michael Juetten, Plaintiff: Craig C. Corbitt, LEAD ATTORNEY, Zelle LLP, San Francisco, CA; Andrus Star Liberty, Andrus Anderson LLP, San Francisco, CA; Christopher Thomas Micheletti, Zelle LLP, San Francisco, CA; Francis Onofrei Scarpulla, Law Offices of Francis O. Scarpulla, San Francisco, CA; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Jennie Lee Anderson, Andrus Anderson LLP, San Francisco, CA; Judith A. Zahid, Zelle LLP, San Francisco, CA; Lori Erin Andrus, Andrus Anderson LLP, San Francisco, CA; Manfred**[\*4]** Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Matthew Rutledge Schultz, Diamond McCarthy LLP, San Francisco, CA; Michael Jocobs, Zelle Hofmann Voelbel Mason & Gette LLP, Minneapolis, MN; Patrick Bradford Clayton, Law Offices of Francis O. Scarpulla, San Francisco, CA; Qianwei Fu, Zelle LLP, San Francisco, CA; Richard Michael Hagstrom, Hellmuth & Johnson, Edina, MN; Shpetim Ademi, Cudahy, WI.

For Art's TV & Appliance, Plaintiff: Douglas A. Millen, LEAD ATTORNEY, PRO HAC VICE, Freed Kanner London & Millen LLC, Bannockburn, IL; Steven A. Kanner, LEAD ATTORNEY, Freed Kanner London & Millen LLC, Bannockburn, IL; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; Harry Shulman, Shulman Law, San Francisco, CA; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Shpetim Ademi, Cudahy, WI.

For Orion Home Systems, LLC, Plaintiff: Cadio R. Zirpoli, Saveri & Saveri, Inc., San Francisco, CA; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Geoffrey Conrad Rushing, Saveri & Saveri Inc.,**[\*5]** San Francisco, CA; Guido Saveri, Saveri & Saveri, Inc., San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Joseph W. Cotchett, Cotchett Pitre & McCarthy LLP, Burlingame, CA; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Neil Swartzberg, Cotchett Pitre & McCarthy, Burlingame, CA; Niki B. Okcu, AT&T Services, Inc. Legal Dept., San Francisco, CA; Randy R. Renick, Hadsell Stormer & Renick LLP, Los Angeles, CA; Richard Alexander Saveri, Saveri & Saveri, Inc., San Francisco, CA; Shpetim Ademi, Cudahy, WI; Terry Gross, Gross Belsky Alonso LLP, San Francisco, CA; Adam C. Belsky, Gross Belsky Alonso LLP; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum; Monique Alonso, Gross & Belsky LLP; Sarah Crowley, Gross Belsky Alonso LLP; Steven Noel Williams, Cotchett Pitre & McCarthy LLP, Burlingame, CA.

For Univisions-Crimson Holding Inc., Plaintiff: Christopher T. Heffelfinger,**[\*6]** LEAD ATTORNEY, Berman DeValerio, San Francisco, CA; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Joseph J. Tabacco, Jr., Berman DeValerio, San Francisco, CA; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Manuel Juan Dominguez, Cohen Milstein Sellers & Toll, Palm Beach Gardens, FL; Marc Jeffrey Greenspon, Berman DeValerio, Palm Beach Gardens, FL; Matthew David-Craig Pearson, Berman DeValerio, San Francisco, CA; Shpetim Ademi, Cudahy, WI.

For Carroll Cut-Rate Furniture, on behalf of itself and all others similarly situated, Plaintiff: Ronnie Seidel Spiegel, LEAD ATTORNEY, PRO HAC VICE, Hagens Berman Sobol Shapiro, Seattle, WA; Anthony D. Shapiro, Hagens Berman Sobol Shapiro LLP, Seattle, WA; Douglas A. Millen, Freed Kanner London & Millen LLC, Bannockburn, IL; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Jeff D Friedman, Hagens Berman Sobol Shapiro LLP, Berkeley, CA; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Shpetim Ademi,**[\*7]** Cudahy, WI; Steven A. Kanner, Freed Kanner London & Millen LLC, Bannockburn, IL; William Henry London, Freed Kanner London & Millen LLC, Bannockburn, IL.

For Monikraft, Inc, individually and on behalf of a class of all those similarly situated, Plaintiff: Christopher L. Lebsock, LEAD ATTORNEY, Hausfeld LLP, San Francisco, CA; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Michael Paul Lehmann, Hausfeld LLP, San Francisco, CA; Shpetim Ademi, Cudahy, WI.

For Nathan Muchnick, Inc., Plaintiff: Brendan Patrick Glackin, Lieff, Cabraser, Heimann & Bernstein LLP, San Francisco, CA; Candice J. Enders, Berger & Montague, P.C., Philadelphia, PA; Eric B. Fastiff, Lieff Cabraser Heimann & Bernstein LLP, San Francisco, CA; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; H. Laddie Montague, Jr., Berger & Montague, P.C., Philadelphia, PA; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Joseph R. Saveri, Joseph**[\*8]** Saveri Law Firm, Inc., San Francisco, CA; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Marc Howard Edelson, Edelson & Associates, LLC, Doylestown, PA; Michele Chickerell Jackson, Lieff Cabraser Heimann & Bernstein, LLP, San Francisco, CA; Richard Martin Heimann, Lieff Cabraser Heimann & Bernstein, San Francisco, CA; Ruthanne Gordon, Berger & Montague PC, Philadelphia, PA; Shpetim Ademi, Cudahy, WI.

For Barbara Caldwell, on behalf of herself and all others similarly situated, Plaintiff: Christopher L. Lebsock, Hausfeld LLP, San Francisco, CA; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; Henry A. Cirillo, Smith Dollar PC, Santa Rosa, CA; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Jon T. King, Hagens Berman Sobol Shapiro LLP, Berkeley, CA; Kathleen Styles Rogers, The Kralowec Law Group, San Francisco, CA; Lori A. Fanning, Miller Law LLC, Chicago, IL; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Marvin A. Miller, Miller Law LLC, Chicago, IL; Matthew**[\*9]** E. Van Tine, Miller Law LLC, Chicago, IL; Michael S. Christian, Zelle LLP, San Francisco, CA; Shpetim Ademi, Cudahy, WI; Thomas Patrick Dove, The Furth Firm LLP, San Francisco, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY.

For Jeffrey Figone, a California resident, on behalf of himself and all others similarly situated, Plaintiff: Brian Joseph Barry, Law Offices of Brian Barry, Los Angeles, CA; Dennis Stewart, Hulett Harper Stewart LLP, San Diego, CA; Donald L. Perelman, Fine Kaplan & Black RPC, Philadelphia, PA; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Gerard A Dever, Fine Kaplan and Black, RPC, Philadelphia, PA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Joseph Goldberg, Freedman Boyd Hollander Goldberg Urias & Ward PA, Albuquerque, NM; Joseph Mario Patane, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Josh Ewing, Freedman Boyd Hollander Goldberg Urias & Ward PA, Albuquerque, NM; Julie A. Kearns, Hulett Harper Stewart LLP, San Diego, CA; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman,**[\*10]** & Balint, P.C., San Diego, CA; Mario N. Alioto, Trump Alioto Trump & Prescott, LLP, San Francisco, CA; Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Matthew Duncan, Fine, Kaplan and Black, RPC, Philadelphia, PA; Shpetim Ademi, Cudahy, WI; Veronica Besmer, Besmer Law Firm, Los Angeles, CA; Vincent J. Ward, Freedman Boyd Hollander Goldberg Urias & Ward PA, Albuquerque, NM.

For Chad Klebs, a Minnesota resident, on behalf of themselves and all others similarly situated, Plaintiff: Craig C. Corbitt, LEAD ATTORNEY, Zelle LLP, San Francisco, CA; Andrus Star Liberty, Andrus Anderson LLP, San Francisco, CA; Christopher Thomas Micheletti, Zelle LLP, San Francisco, CA; Francis Onofrei Scarpulla, Law Offices of Francis O. Scarpulla, San Francisco, CA; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Jennie Lee Anderson, Andrus Anderson LLP, San Francisco, CA; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Judith A. Zahid,**[\*11]** Zelle LLP, San Francisco, CA; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Lori Erin Andrus, Andrus Anderson LLP, San Francisco, CA; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Matthew Rutledge Schultz, Diamond McCarthy LLP, San Francisco, CA; Michael Jacobs, Zelle Hofmann Voelbel Mason & Gette LLP, Minneapolis, MN; Patrick Bradford Clayton, Law Offices of Francis O. Scarpulla, San Francisco, CA; Qianwei Fu, Zelle LLP, San Francisco, CA; Richard Michael Hagstrom, Hellmuth & Johnson, Edina, MN; Shpetim Ademi, Cudahy, WI; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Central New York Univision Video Systems, Inc., Plaintiff: Christopher T. Heffelfinger, Berman DeValerio, San Francisco, CA; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Joseph J. Tabacco, Jr., Berman DeValerio, San Francisco, CA; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA;**[\*12]** Manuel Juan Dominguez, Cohen Milstein Sellers & Toll, Palm Beach Gardens, FL; Marc Jeffrey Greenspon, Berman DeValerio, Palm Beach Gardens, FL; Matthew David-Craig Pearson, Berman DeValerio Pease Tabacco et al, San Francisco, CA; Shpetim Ademi, Cudahy, WI.

For Crimson Tech, Inc., Plaintiff: Christopher T. Heffelfinger, Berman DeValerio, San Francisco, CA; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Joseph J. Tabacco, Jr., Berman DeValerio, San Francisco, CA; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Manuel Juan Dominguez, Cohen Milstein Sellers & Toll, Palm Beach Gardens, FL; Marc Jeffrey Greenspon, Berman DeValerio, Palm Beach Gardens, FL; Matthew David-Craig Pearson, Berman DeValerio Pease Tabacco et al, San Francisco, CA; Shpetim Ademi, Cudahy, WI.

For The Stroud Group, Inc., Plaintiff: Eric B. Fastiff, LEAD ATTORNEY, Lieff Cabraser Heimann & Bernstein LLP, San Francisco, CA; Brendan Patrick Glackin, Lieff, Cabraser, Heimann & Bernstein LLP, San Francisco, CA; Daniel Bruce Allanoff, Meredith Cohen Greenfogel**[\*13]** & Skirnick, P.C., Philadelphia, PA; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Joel Cary Meredith, Meredith & Associates, Philadelphia, PA; Joseph R. Saveri, Joseph Saveri Law Firm, Inc., San Francisco, CA; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Martin E. Grossman, Law Offices of Martin E. Grossman, Villanova, PA; Michele Chickerell Jackson, Lieff Cabraser Heimann & Bernstein, LLP, San Francisco, CA; Richard Martin Heimann, Lieff Cabraser Heimann & Bernstein, San Francisco, CA; Shpetim Ademi, Cudahy, WI; Steven J. Greenfogel, Lite DePalma Greenburg, LLC, Philadelphia, PA.

For Paula Call, dba Poway-Rancho Beranrdo TV a California business, Plaintiff: Cadio R. Zirpoli, Saveri & Saveri, Inc., San Francisco, CA; Christopher D. Jennings, Emerson Poynter LLP, Little Rock, AR; Corey D. McGaha, Crowder McGaha LLP, Little Rock, AR; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guido Saveri, Saveri & Saveri, Inc., San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; James M. Lockhart,**[\*14]** Lindquist & Vennum, P.L.L.P.; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; John G. Emerson, Emerson Scott LLP, Houston, TX; John G. Emerson, PRO HAC VICE, Emerson Scott LLP, Houston, TX; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Lawrence D. McCabe, Murray Frank & Sailer LLP, New York, NY; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Richard Alexander Saveri, Saveri & Saveri, Inc., San Francisco, CA; Scott E. Poynter, Steel, Wright & Collier, PLLC, Little Rock, AR; Shpetim Ademi, Cudahy, WI; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Mark Pierce, Plaintiff: Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; Henry A. Cirillo, Smith Dollar PC, Santa Rosa, CA; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Jonathan Mark Watkins, Pearson Simon Warshaw & Penny LLP, San Francisco, CA; Joseph M. Alioto, Sr., Alioto Law Firm, San Francisco, CA; Lori A. Fanning, Miller Law**[\*15]** LLC, Chicago, IL; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Matthew E. Van Tine, Miller Law LLC, Chicago, IL; Michael S. Christian, Zelle LLP, San Francisco, CA; Shpetim Ademi, Cudahy, WI; Thomas Patrick Dove, The Furth Firm LLP, San Francisco, CA.

For Princeton Display Technologies, Inc., on behalf of itself and all others similarly situated, a New Jersey corporation, Plaintiff: Bryan L. Clobes, LEAD ATTORNEY, Cafferty Clobes Meriwether & Sprengel LLP, Philadelphia, PA; Lee Albert, LEAD ATTORNEY, Glancy Prongay & Murray LLP, New York, NY; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; James E. Cecchi, Carella Byrne Cecchi Olstein Brody & Agnello, P.C., Roseland, NJ; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Jayne Arnold Goldstein, PRO HAC VICE, Pomerantz LLP, Weston, FL; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Lindsey H. Taylor, Carella Byrne, Roseland, NJ; Manfred Patrick**[\*16]** Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Marisa C. Livesay, San Diego, CA; Shpetim Ademi, Cudahy, WI; Susan Gilah Kupfer, Glancy Prongay & Murray LLP, Berkeley, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Betsy Carol Manifold, Wolf Haldenstein Adler Freeman & Herz; Francis M. Gregorek, Wolf Haldenstein Adler Freeman & Herz LLP; James P. McCarthy, Lindquist & Vennum; Mary Jane Edelstein Fait, Chicago, IL; Rachele R. Rickert, Wolf Haldenstein Adler Freeman & Herz LLP.

For Greg A Glanz, on behalf of himself and all others similarly situated, Plaintiff: John Gressette Felder, Jr., LEAD ATTORNEY, McGowan Hood Felder and Johnson, Columbia, SC; Steven Randall Hood, LEAD ATTORNEY, Rock Hill, SC; William Angus McKinnon, LEAD ATTORNEY, McGowan, Hood & Felder, Rock Hill, SC; Derek G. Howard, Howard Law Firm, Mill Valley, CA; Fernando Xaxier Starkes, Starkes Law Firm, Columbia, SC; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Shpetim**[\*17]** Ademi, Cudahy, WI.

For Carmen Gonzalez, a California resident, on behalf of herself and others similarly situated, Plaintiff: Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; James McManis, McManis Faulkner, San Jose, CA; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Marwa Elzankaly, McManis, Faulkner, San Jose, CA; Shpetim Ademi, Cudahy, WI; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For William E. Stack, a Tennessee resident, on behalf of himself and all others similarly situated, Plaintiff: Craig C. Corbitt, LEAD ATTORNEY, Zelle LLP, San Francisco, CA; Terry Rose Saunders, LEAD ATTORNEY, The Saunders Law Firm, Chicago, IL; Thomas Arthur Doyle, LEAD ATTORNEY, Thomas**[\*18]** A. Doyle, Ltd., La Grange, IL; Christopher Lovell, Lovell Stewart Halebian LLP, New York, NY; Francis Onofrei Scarpulla, Law Offices of Francis O. Scarpulla, San Francisco, CA; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; Imtiaz A. Siddiqui, Cotchett Pitre & McCarthy, New York, NY; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Judith A. Zahid, Zelle LLP, San Francisco, CA; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Matthew Rutledge Schultz, Diamond McCarthy LLP, San Francisco, CA; Patrick Bradford Clayton, Law Offices of Francis O. Scarpulla, San Francisco, CA; Shpetim Ademi, Cudahy, WI; Traviss Levine Galloway, Zelle Hofmann Voelbel Mason & Gette, San Francisco, CA.

For Margo Stack, a Tennessee resident, on behalf of herself and all others similarly situated, Plaintiff: Craig C. Corbitt, LEAD ATTORNEY, Zelle LLP, San Francisco, CA; Terry Rose Saunders, LEAD ATTORNEY, The Saunders Law Firm, Chicago, IL; Thomas Arthur Doyle, LEAD ATTORNEY, Thomas A. Doyle, Ltd., La Grange, IL; Christopher Lovell, Lovell Stewart Halebian LLP, New York, NY; Francis Onofrei Scarpulla,**[\*19]** Law Offices of Francis O. Scarpulla, San Francisco, CA; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; Imtiaz A. Siddiqui, Cotchett Pitre & McCarthy, New York, NY; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Judith A. Zahid, Zelle LLP, San Francisco, CA; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Matthew Rutledge Schultz, Diamond McCarthy LLP, San Francisco, CA; Patrick Bradford Clayton, Law Offices of Francis O. Scarpulla, San Francisco, CA; Shpetim Ademi, Cudahy, WI; Traviss Levine Galloway, Zelle Hofmann Voelbel Mason & Gette, San Francisco, CA.

For Donna Ellingson, Plaintiff: Alan Roth Plutzik, Bramson Plutzik Mahler & Birkhaeuser, LLP, Walnut Creek, CA; Christopher Le, Straus & Boies, LLP, Fairfax, VA; Daniel Edward Birkhaeuser, Bramson, Plutzik, Mahler & Birkhaeuser, Walnut Creek, CA; David Boies, III, Straus & Boies, LLP, Fairfax, VA; Eric James Pickar, Bangs, McCullen, Butler, Foye & Simmons, L.L.P., Rapid City, SD; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; Jayne A. Goldstein,**[\*20]** Mager & Goldstein LLP, Weston, FL; Jennifer Susan Rosenberg, Bramson, Plutzik, Mahler & Birkhaeuser, Walnut Creek, CA; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Shpetim Ademi, Cudahy, WI; Timothy D. Battin, Straus & Boies LLP, Fairfax, VA.

For Samuel J. Nasto, a Nevada resident, Plaintiff: Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Joel Flom, Jeffries Olson & Flom PA, Fargo, ND; Joseph Mario Patane, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Kenneth Leo Valinoti, Valinoti & Dito LLP, San Francisco, CA; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Lawrence Genaro Papale, Law Offices of Lawrence G. Papale, St. Helena, CA; M. Eric Frankovitch, Frankovitch Anetakis Colantonio**[\*21]** & Simon, Weirton, WV; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Michael G. Simon, Frankovitch Anetakis Colantonio & Simon - Weirton, Weirton, WV; Robert B. Gerard, Gerard Selden & Osuch, San Diego, CA; Seymour J. Mansfield, Foley & Mansfield, PLLP, Minneapolis, MN; Sherman Kassof, Law Offices of Sherman Kassof, Lafayette, CA; Shpetim Ademi, Cudahy, WI; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Patrick Piper, Plaintiff: Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Joel Flom, Jeffries Olson & Flom PA, Fargo, ND; Joseph Mario Patane, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Kenneth Leo Valinoti, Valinoti & Dito LLP, San Francisco, CA; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Lawrence Genaro Papale, Law Offices of Lawrence G. Papale, St. Helena, CA; M. Eric Frankovitch, Frankovitch Anetakis Colantonio & Simon, Weirton, WV; Manfred**[\*22]** Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Michael G. Simon, Frankovitch Anetakis Colantonio & Simon - Weirton, Weirton, WV; Robert B. Gerard, Gerard Selden & Osuch, San Diego, CA; Seymour J. Mansfield, Foley & Mansfield, PLLP, Minneapolis, MN; Sherman Kassof, Law Offices of Sherman Kassof, Lafayette, CA; Shpetim Ademi, Cudahy, WI.

For Craig Stephenson, a New Mexico resident, Plaintiff: Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Joel Flom, Jeffries Olson & Flom PA, Fargo, ND; Joseph Mario Patane, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Kenneth Leo Valinoti, Valinoti & Dito LLP, San Francisco, CA; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Lawrence Genaro Papale, Law Offices**[\*23]** of Lawrence G. Papale, St. Helena, CA; M. Eric Frankovitch, Frankovitch Anetakis Colantonio & Simon, Weirton, WV; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Michael G. Simon, Frankovitch Anetakis Colantonio & Simon - Weirton, Weirton, WV; Robert B. Gerard, Gerard Selden & Osuch, San Diego, CA; Seymour J. Mansfield, Foley & Mansfield, PLLP, Minneapolis, MN; Sherman Kassof, Law Offices of Sherman Kassof, Lafayette, CA; Shpetim Ademi, Cudahy, WI; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For David G. Norby, a Minnesota resident, Plaintiff: Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Joel Flom, Jeffries Olson & Flom PA, Fargo, ND; Joseph Mario Patane, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Kelly Laudon,**[\*24]** Lindquist Vennum, PLLP, Minneapolis, MN; Kenneth Leo Valinoti, Valinoti & Dito LLP, San Francisco, CA; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Lawrence Genaro Papale, Law Offices of Lawrence G. Papale, St. Helena, CA; M. Eric Frankovitch, Frankovitch Anetakis Colantonio & Simon, Weirton, WV; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Michael G. Simon, Frankovitch Anetakis Colantonio & Simon - Weirton, Weirton, WV; Robert B. Gerard, Gerard Selden & Osuch, San Diego, CA; Seymour J. Mansfield, Foley & Mansfield, PLLP, Minneapolis, MN; Sherman Kassof, Law Offices of Sherman Kassof, Lafayette, CA; Shpetim Ademi, Cudahy, WI; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For John Larch, a West Virginia resident, Plaintiff: Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Jennifer Milici, Boies Schiller and Flexner**[\*25]** LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Joel Flom, Jeffries Olson & Flom PA, Fargo, ND; Joseph Mario Patane, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Kenneth Leo Valinoti, Valinoti & Dito LLP, San Francisco, CA; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Lawrence Genaro Papale, Law Offices of Lawrence G. Papale, St. Helena, CA; M. Eric Frankovitch, Frankovitch Anetakis Colantonio & Simon, Weirton, WV; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Michael G. Simon, Frankovitch Anetakis Colantonio & Simon - Weirton, Weirton, WV; Robert B. Gerard, Gerard Selden & Osuch, San Diego, CA; Seymour J. Mansfield, Foley & Mansfield, PLLP, Minneapolis, MN; Sherman Kassof, Law Offices of Sherman Kassof, Lafayette, CA; Shpetim Ademi, Cudahy, WI; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Constance Hare, Plaintiff: Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco,**[\*26]** CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Joel Flom, Jeffries Olson & Flom PA, Fargo, ND; Joseph Mario Patane, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Kenneth Leo Valinoti, Valinoti & Dito LLP, San Francisco, CA; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Lawrence Genaro Papale, Law Offices of Lawrence G. Papale, St. Helena, CA; M. Eric Frankovitch, Frankovitch Anetakis Colantonio & Simon, Weirton, WV; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Michael G. Simon, Frankovitch Anetakis Colantonio & Simon - Weirton, Weirton, WV; Robert B. Gerard, Gerard Selden & Osuch, San Diego, CA; Seymour J. Mansfield, Foley & Mansfield, PLLP, Minneapolis, MN; Sherman Kassof, Law Offices of Sherman Kassof, Lafayette, CA; Shpetim Ademi, Cudahy, WI.

For James Stringwell, Plaintiff: Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Joel Flom, Jeffries**[\*27]** Olson & Flom PA, Fargo, ND; Joseph Mario Patane, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Kenneth Leo Valinoti, Valinoti & Dito LLP, San Francisco, CA; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Lawrence Genaro Papale, Law Offices of Lawrence G. Papale, St. Helena, CA; M. Eric Frankovitch, Frankovitch Anetakis Colantonio & Simon, Weirton, WV; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Michael G. Simon, Frankovitch Anetakis Colantonio & Simon - Weirton, Weirton, WV; Robert B. Gerard, Gerard Selden & Osuch, San Diego, CA; Seymour J. Mansfield, Foley & Mansfield, PLLP, Minneapolis, MN; Sherman Kassof, Law Offices of Sherman Kassof, Lafayette, CA; Shpetim Ademi, Cudahy, WI.

For Gary Hanson, a North Dakota resident, on behalf of themselves and all others similarly situated, Plaintiff: Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Jennifer Milici,**[\*28]** Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Joel Flom, Jeffries Olson & Flom PA, Fargo, ND; Joseph Mario Patane, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Kenneth Leo Valinoti, Valinoti & Dito LLP, San Francisco, CA; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Lawrence Genaro Papale, Law Offices of Lawrence G. Papale, St. Helena, CA; M. Eric Frankovitch, Frankovitch Anetakis Colantonio & Simon, Weirton, WV; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Michael G. Simon, Frankovitch Anetakis Colantonio & Simon - Weirton, Weirton, WV; Robert B. Gerard, Gerard Selden & Osuch, San Diego, CA; Seymour J. Mansfield, Foley & Mansfield, PLLP, Minneapolis, MN; Sherman Kassof, Law Offices of Sherman Kassof, Lafayette, CA; Shpetim Ademi, Cudahy, WI; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Margaret Slagle, a Vermont resident, on behalf of herself and all others**[\*29]** similarly situated, Plaintiff: Daniel R. Karon, LEAD ATTORNEY, Karon LLC, Cleveland, OH; Joseph M. Alioto, Sr., LEAD ATTORNEY, Alioto Law Firm, San Francisco, CA; Angelina Alioto-Grace, Alioto Law Firm, San Francisco, Ca; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Joseph Michelangelo Alioto, Jr, Alioto Law Firm, San Francisco, CA; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Mary Gilmore Kirkpatrick, Kirkpatrick & Goldborough PLLC, South Burlington, VT; Shpetim Ademi, Cudahy, WI; Theresa Driscoll Moore, Alioto Law Firm, San Francisco, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Barry Kushner, on behalf of themselves and all others similarly situated, Plaintiff:**[\*30]** Joseph M. Alioto, Sr., LEAD ATTORNEY, Alioto Law Firm, San Francisco, CA; Angelina Alioto-Grace, Alioto Law Firm, San Francisco, Ca; Daniel R. Karon, Karon LLC, Cleveland, OH; Daniel Joseph Mulligan, St. James Recovery Services, P.C., San Francisco, CA; Derek G. Howard, Howard Law Firm, Mill Valley, CA; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Jeffrey D. Bores, Chestnut & Cambronne, Minneapolis, MN; Joseph Michelangelo Alioto, Jr, Alioto Law Firm, San Francisco, CA; Karl L. Cambronne, Chestnut & Cambronne, Minneapolis, MN; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Shpetim Ademi, Cudahy, WI; Theresa Driscoll Moore, Alioto Law Firm, San Francisco, CA.

For Jerry Cook, on behalf of himself and all others similarly situated, Plaintiff: Joseph M. Alioto, Sr., LEAD ATTORNEY, Alioto Law Firm, San Francisco, CA; Angelina Alioto-Grace, Alioto Law Firm, San Francisco, Ca; Bruce L. Mulkey, The Mulkey Attorneys Group P.A., Rogers, AR; Charles M. Kester, The Kester Law Firm, Fayetteville, AR; Gary L. Halling, Sheppard Mullin**[\*31]** Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Joseph Michelangelo Alioto, Jr, Alioto Law Firm, San Francisco, CA; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Shpetim Ademi, Cudahy, WI; Theresa Driscoll Moore, Alioto Law Firm, San Francisco, CA.

For Brian A. Luscher, a Arizona resident, on behalf of himself and all others similarly situated, Plaintiff: Angelina Alioto-Grace, Alioto Law Firm, San Francisco, Ca; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Joseph Michelangelo Alioto, Jr, Alioto Law Firm, San Francisco, CA; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Robert James Pohlman,**[\*32]** Ryley Carlock & Applewhite PC, Phoenix, AZ; Shpetim Ademi, Cudahy, WI; Theresa Driscoll Moore, Alioto Law Firm, San Francisco, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Scott Friedson, on behalf of himself and all others similarly situated, Plaintiff: Joseph M. Alioto, Sr., LEAD ATTORNEY, Alioto Law Firm, San Francisco, CA; Angelina Alioto-Grace, Alioto Law Firm, San Francisco, Ca; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Joseph Michelangelo Alioto, Jr, Alioto Law Firm, San Francisco, CA; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Robert James Pohlman, Ryley Carlock & Applewhite PC, Phoenix, AZ; Shpetim Ademi, Cudahy, WI; Theresa Driscoll Moore, Alioto Law Firm, San Francisco, CA.

For Wettstein and Sons, Inc, on behalf of itself and all others similarly situated, is a corporation of Wisconsin, doing business as Wettstein's, Plaintiff: Katherine T. Kelly, LEAD ATTORNEY, Heins Mills & Olson PLC, Mpls, MN; Ranae D. Steiner, LEAD ATTORNEY, Heins Mills**[\*33]** & Olson PLC, Minneapolis, MN; Samuel D. Heins, LEAD ATTORNEY, Heins Mills & Olson, P.L.C., Minneapolis, MN; Troy J. Hutchinson, LEAD ATTORNEY, Heins Mills & Olson PLC, Mpls, MN; Vincent J. Esades, LEAD ATTORNEY, Heins Mills & Olson, P.L.C., Minneapolis, MN; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guido Saveri, Saveri & Saveri, Inc., San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Joel Cary Meredith, Meredith & Associates, Philadelphia, PA; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Scott W. Carlson, Heins Mills & Olson PLC, Minneapolis, MN; Shpetim Ademi, Cudahy, WI.

For Industrial Computing, Inc., on behalf of Itself and all others similarly situated, Plaintiff: Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Jeffrey Alan Klafter, Klafter & Olsen LLP, White Plains, NY; Joseph M. Barton, Law Offices of Joseph M. Barton, Corte Madera, CA.

For Steven Ganz, a California resident, Plaintiff: Terry Gross, LEAD ATTORNEY, Gross Belsky Alonso LLP, San Francisco, CA; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP,**[\*34]** San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; John Dmitry Bogdanov, Cooper & Kirkham, P.C., San Francisco, CA; Josef Deen Cooper, Cooper & Kirkham, P.C., San Francisco, CA; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Shpetim Ademi, Cudahy, WI; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum; Tracy R. Kirkman, Cooper & Kirkham PC.

For Dennis Patrick, Plaintiff: Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Reginald Von Terrell, The Terrell Law Group, Oakland, CA; Shpetim Ademi, Cudahy, WI.

For Dana Ross, a California**[\*35]** resident, Plaintiff: Kathleen Styles Rogers, LEAD ATTORNEY, The Kralowec Law Group, San Francisco, CA; Susan Gilah Kupfer, LEAD ATTORNEY, Glancy Prongay & Murray LLP, Berkeley, CA; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Shpetim Ademi, Cudahy, WI; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Electronic Design Company, Plaintiff: Charles H. Johnson, LEAD ATTORNEY, Charles H Johnson & Associates PA, New Brighton, MN; Eugene A. Spector, LEAD ATTORNEY, Spector Roseman Kodroff & Willis, PC, Philadelphia, PA; Garrett D. Blanchfield, Jr., LEAD ATTORNEY, Reinhardt Wendorf & Blanchfield, St. Paul, MN; Mark Reinhardt, LEAD**[\*36]** ATTORNEY, Reinhardt Wendorf & Blanchfield, St. Paul, MN; Neal A Eisenbraun, LEAD ATTORNEY, Neal A Eisenbraun, Chartered, New Brighton, MN; William G. Caldes, LEAD ATTORNEY, Spector, Roseman, Kodroff & Willis, P.C., Philadelphia, PA; Cadio R. Zirpoli, Saveri & Saveri, Inc., San Francisco, CA; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guido Saveri, Saveri & Saveri, Inc., San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Richard Alexander Saveri, Saveri & Saveri, Inc., San Francisco, CA; Shpetim Ademi, Cudahy, WI; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Brigid Terry, a Wisconsin resident, on behalf of herself and all others similarly situated, Plaintiff: Jean B. Roth, LEAD ATTORNEY, Mansfield Tanick & Cohen, Minneapolis,**[\*37]** MN; Joseph Mario Patane, LEAD ATTORNEY, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Kenneth Leo Valinoti, LEAD ATTORNEY, Valinoti & Dito LLP, San Francisco, CA; Lauren Clare Capurro, LEAD ATTORNEY, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Lawrence Genaro Papale, LEAD ATTORNEY, Law Offices of Lawrence G. Papale, St. Helena, CA; Lawrence P. Schaefer, LEAD ATTORNEY, Mansfield Tanick & Cohen, Minneapolis, MN; Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Robert J. Bonsignore, LEAD ATTORNEY, Bonsignore Trial Lawyers, PLLC, Las Vegas, NV; Seymour J. Mansfield, LEAD ATTORNEY, Foley & Mansfield, PLLP, Minneapolis, MN; Sherman Kassof, LEAD ATTORNEY, Law Offices of Sherman Kassof, Lafayette, CA; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Manfred Patrick Muecke, Bonnett,**[\*38]** Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Shpetim Ademi, Cudahy, WI; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Anthony Gianasca, on behalf of himself and all others similarly situated, Plaintiff: Jean B. Roth, LEAD ATTORNEY, Mansfield Tanick & Cohen, Minneapolis, MN; Joseph Mario Patane, LEAD ATTORNEY, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Kenneth Leo Valinoti, LEAD ATTORNEY, Valinoti & Dito LLP, San Francisco, CA; Lauren Clare Capurro, LEAD ATTORNEY, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Lawrence Genaro Papale, LEAD ATTORNEY, Law Offices of Lawrence G. Papale, St. Helena, CA; Lawrence P. Schaefer, LEAD ATTORNEY, Mansfield Tanick & Cohen, Minneapolis, MN; Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Robert J. Bonsignore, LEAD ATTORNEY, Bonsignore Trial Lawyers, PLLC, Las Vegas, NV; Seymour J. Mansfield, LEAD ATTORNEY, Foley & Mansfield, PLLP, Minneapolis, MN; Sherman Kassof, LEAD ATTORNEY, Law Offices of Sherman Kassof, Lafayette, CA; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly**[\*39]** LLP, Cudahy, WI; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Shpetim Ademi, Cudahy, WI.

For Brighid Flaherty, on behalf of herself and all others similarly situated, Plaintiff: Jean B. Roth, LEAD ATTORNEY, Mansfield Tanick & Cohen, Minneapolis, MN; Joseph Mario Patane, LEAD ATTORNEY, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Kenneth Leo Valinoti, LEAD ATTORNEY, Valinoti & Dito LLP, San Francisco, CA; Lauren Clare Capurro, LEAD ATTORNEY, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Lawrence Genaro Papale, LEAD ATTORNEY, Law Offices of Lawrence G. Papale, St. Helena, CA; Lawrence P. Schaefer, LEAD ATTORNEY, Mansfield Tanick & Cohen, Minneapolis, MN; Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Robert J. Bonsignore, LEAD ATTORNEY, Bonsignore Trial Lawyers, PLLC, Las Vegas, NV; Seymour J. Mansfield, LEAD ATTORNEY, Foley & Mansfield, PLLP, Minneapolis, MN; Sherman Kassof, LEAD ATTORNEY, Law Offices of Sherman Kassof, Lafayette, CA; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi**[\*40]** & O'Reilly LLP, Cudahy, WI; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Shpetim Ademi, Cudahy, WI.

For Bridget Ten Eyck, on behalf of herself and all others similarly situated, Plaintiff: Jean B. Roth, LEAD ATTORNEY, Mansfield Tanick & Cohen, Minneapolis, MN; Joseph Mario Patane, LEAD ATTORNEY, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Kenneth Leo Valinoti, LEAD ATTORNEY, Valinoti & Dito LLP, San Francisco, CA; Lauren Clare Capurro, LEAD ATTORNEY, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Lawrence Genaro Papale, LEAD ATTORNEY, Law Offices of Lawrence G. Papale, St. Helena, CA; Lawrence P. Schaefer, LEAD ATTORNEY, Mansfield Tanick & Cohen, Minneapolis, MN; Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Robert J. Bonsignore, LEAD ATTORNEY, Bonsignore Trial Lawyers, PLLC, Las Vegas, NV; Seymour J. Mansfield, LEAD ATTORNEY, Foley & Mansfield, PLLP, Minneapolis, MN; Sherman Kassof, LEAD ATTORNEY, Law Offices of Sherman Kassof, Lafayette, CA; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi,**[\*41]** Ademi & O'Reilly LLP, Cudahy, WI; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Shpetim Ademi, Cudahy, WI.

For Southern Office Supply, Inc, on behalf of itself and all others similarly situated, Plaintiff: Gilmur Roderick Murray, LEAD ATTORNEY, Murray & Howard, LLP, San Francisco, CA; Daniel R. Karon, Karon LLC, Cleveland, OH; Donna F Solen, Lexington Law Group, San Francisco, CA; Drew A. Carson, Miller Goler Faeges, Cleveland, OH; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; Issac L. Diel, Sharp McQueen, Overland Park, KS; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Krishna Brian Narine, Meredith Narine, Philadelphia, PA; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Shpetim**[\*42]** Ademi, Cudahy, WI; Steven J. Miller, Miller Goler Faeges, Cleveland, OH; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For OK TV & Appliances, LLC, on behalf of itself and all others similarly situated, Plaintiff: Elizabeth R. Odette, LEAD ATTORNEY, Lockridge Grindal Nauen P.L.L.P., Minneapolis, MN; Lisa J. Rodriguez, LEAD ATTORNEY, Trujillo Rodriguez & Richards LLP, Haddonfield, NJ; W. Joseph Bruckner, LEAD ATTORNEY, Lockridge Grindal Nauen P.L.L.P, Minneapolis, MN; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Shpetim Ademi, Cudahy, WI.

For Charles Benson, on behalf of himself and all others similarly situated, Plaintiff: Gordon Ball, LEAD ATTORNEY, Law Office Gordon Ball, Knoxville, TN; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Jennifer Milici, Boies Schiller and Flexner LLP, Washington,**[\*43]** DC; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Robert Gordon Methvin, Jr, McCallum, Methvin & Terrell, P.C., Birmingham, AL; Shpetim Ademi, Cudahy, WI.

For Meijer, Inc., On behalf of themselves and all others similarly situated, Plaintiff: Gregory K Arenson, LEAD ATTORNEY, Kaplan Fox and Kilsheimer LLP, New York, NY; Robert N. Kaplan, LEAD ATTORNEY, Kaplan Kilsheimer & Fox LLP, New York, NY; David Paul Germaine, PRO HAC VICE, Chicago, IL; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Gary Laurence Specks, Kaplan Fox & Kilsheimer LLP, Highland Park, IL; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Joseph Michael Vanek, PRO HAC VICE, Vanek Vickers & Masini PC, Chicago, IL; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Linda P. Nussbaum, PRO HAC VICE, Nussbaum Law Group PC, New York, NY; Linda Phyllis Nussbaum, Nussbaum Law Group, P.C., New York, NY; Manfred Patrick Muecke, Bonnett, Fairbourn,**[\*44]** Friedman, & Balint, P.C., San Diego, CA; Shpetim Ademi, Cudahy, WI; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Meijer Distribution, Inc., on behalf of themselves and all others similarly situated, Plaintiff: Gregory K Arenson, LEAD ATTORNEY, Kaplan Fox and Kilsheimer LLP, New York, NY; Robert N. Kaplan, LEAD ATTORNEY, Kaplan Kilsheimer & Fox LLP, New York, NY; David Paul Germaine, PRO HAC VICE, Chicago, IL; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Gary Laurence Specks, Kaplan Fox & Kilsheimer LLP, Highland Park, IL; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Joseph Michael Vanek, PRO HAC VICE, Vanek Vickers & Masini PC, Chicago, IL; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Linda P. Nussbaum, PRO HAC VICE, Nussbaum LLP, Scarsdale, NY; Linda Phyllis Nussbaum, Nussbaum Law Group, P.C., New York, NY; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman,**[\*45]** & Balint, P.C., San Diego, CA; Shpetim Ademi, Cudahy, WI; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Arch Electronics, Inc, Plaintiff: Anthony J. Bolognese, LEAD ATTORNEY, Bolognese & Associates LLC, Philadelphia, PA; Gregory K Arenson, LEAD ATTORNEY, Kaplan Fox and Kilsheimer LLP, New York, NY; Linda P. Nussbaum, LEAD ATTORNEY, PRO HAC VICE, Kaplan Fox & Kilsheimer, LLP, New York, NY; Robert N. Kaplan, LEAD ATTORNEY, Kaplan Fox & Kilsheimer, LLP, New York, NY; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Joshua H. Grabar, Bolognese & Associates, LLC, Philadelphia, PA; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Kevin Bruce Love, PRO HAC VICE, Hanzman Criden & Love, P.A., South Miami, FL; Linda Phyllis Nussbaum, Nussbaum Law Group, P.C., New York, NY; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint,**[\*46]** P.C., San Diego, CA; Shpetim Ademi, Cudahy, WI; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Royal Data Services, Inc., on behalf of itself and all others similarly situated, is a Hawaii corporation, Plaintiff: Lisa J. Rodriguez, LEAD ATTORNEY, Trujillo Rodriguez & Richards LLP, Haddonfield, NJ; Elizabeth R. Odette, Lockridge Grindal Nauen P.L.L.P., Minneapolis, MN; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Shpetim Ademi, Cudahy, WI; W. Joseph Bruckner, Lockridge Grindal Nauen P.L.L.P, Minneapolis, MN.

For Dennis Patrick, Plaintiff: Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Reginald Von Terrell, The Terrell Law Group, Oakland, CA; Shpetim Ademi, Cudahy, WI.

For Studio Spectrum, Inc., is a California**[\*47]** business, Plaintiff: Steven F. Benz, LEAD ATTORNEY, Kellogg, Huber, Hansen, Todd, Washington, DC; David Nathan-Allen Sims, Saveri & Saveri, Inc., San Francisco, CA; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Guido Saveri, Saveri & Saveri, Inc., San Francisco, CA; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Shpetim Ademi, Cudahy, WI; James P. McCarthy, Lindquist & Vennum.

For James E. Allee, Plaintiff: Jeff S. Westerman, LEAD ATTORNEY, Westerman Law Corp, Los Angeles, CA; Andrew J. Morganti, Milberg LLP, New York, NY; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Peter G.A. Safirstein, Morgan & Morgan, New York, NY; Shpetim Ademi, Cudahy, WI.

For Kory Pentland, a Michigan resident, Plaintiff: Elizabeth**[\*48]** Anne McKenna, LEAD ATTORNEY, Milberg LLP, NY, NY; Jeff S. Westerman, LEAD ATTORNEY, Westerman Law Corp, Los Angeles, CA; Paul F. Novak, LEAD ATTORNEY, PRO HAC VICE, Milberg LLP, Detroit, MI; Andrew J. Morganti, Milberg LLP, New York, NY; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Peter G.A. Safirstein, Morgan & Morgan, New York, NY; Shpetim Ademi, Cudahy, WI; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Jim Brown, on behalf of themselves & others similarly situated, Plaintiff: Jeff S. Westerman, LEAD ATTORNEY, Westerman Law Corp, Los Angeles, CA; Andrew J. Morganti, Milberg LLP, New York, NY; Guri Ademi, Ademi & O'Reilly LLP, Cudahy, WI; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint,**[\*49]** P.C., San Diego, CA; Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Peter G.A. Safirstein, Morgan & Morgan, New York, NY; Shpetim Ademi, Cudahy, WI.

For Radio & TV Equipment, Inc, is a business headquartered in Fargo, North Dakota, Plaintiff: Lisa J. Rodriguez, LEAD ATTORNEY, Trujillo Rodriguez & Richards LLP, Haddonfield, NJ; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jason Kilene, Gustafson Gluek PLLC, Minneapolis, MN; Jayne A. Goldstein, Mager & Goldstein LLP, Weston, FL; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For SOUND INVESTMENTS CORPORATION, doing business as EGGERS AUDIO-VIDEO, Plaintiff: Lisa J. Rodriguez, LEAD ATTORNEY, Trujillo Rodriguez & Richards LLP, Haddonfield, NJ; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; James P. McCarthy, Lindquist & Vennum.

For Brady Lane Cotton, a Florida**[\*50]** resident, Plaintiff: Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Christina Diane Crow, Jinks, Crow & Dickson P.C., Union Springs, AL; J. Matthew Stephens, McCallum Methvin & Terrell PC, Birmingham, AL; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; James Michael Terrell, McCallum, Methvin & Terrell, P.C., Birmingham, AL; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Robert G. Methvin, McCallum Methvin & Terrell PC, Birmingham, AL; Robert Gordon Methvin, Jr, McCallum, Methvin & Terrell, P.C., Birmingham, AL; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum; Lynn W. Jinks, Jinks Crow & Dickson PC; Nathan A. Dickson, Jinks Crow & Dickson PC.

For Colleen Sobotka, a Florida resident, Plaintiff: Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Christopher William**[\*51]** Cantrell, Birmingham, AL; J. Matthew Stephens, McCallum Methvin & Terrell PC, Birmingham, AL; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; James Michael Terrell, McCallum, Methvin & Terrell, P.C., Birmingham, AL; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Keith Thomson Belt, Jr., Belt Law Firm, P.C., Birmingham, AL; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Robert Page Bruner, Belt Law Firm, P.C., Birmingham, AL; Robert G. Methvin, McCallum Methvin & Terrell PC, Birmingham, AL; Robert Gordon Methvin, Jr, McCallum, Methvin & Terrell, P.C., Birmingham, AL; William Tipton Johnson, III, Belt Law Firm, P.C, Birmingham, AL; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum; Lynn W. Jinks, Jinks Crow & Dickson PC; Nathan A. Dickson, Jinks Crow & Dickson PC.

For Daniel Riebow, a Hawaii resident, Plaintiff: Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco,**[\*52]** CA; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Travis Burau, a Iowa resident, Plaintiff: Elizabeth Anne McKenna, LEAD ATTORNEY, Milberg LLP, NY, NY; Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Paul F. Novak, LEAD ATTORNEY, PRO HAC VICE, Milberg LLP, Detroit, MI; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP,**[\*53]** Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Andrew Kindt, a Michigan resident, Plaintiff: James P. McCarthy, LEAD ATTORNEY, Lindquist & Vennum; Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY.

For James Brown, a Michigan resident, Plaintiff: Elizabeth Anne McKenna, LEAD ATTORNEY, Milberg LLP, NY, NY; Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Paul F. Novak, LEAD ATTORNEY, PRO HAC VICE, Milberg LLP, Detroit, MI; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Lauren Clare**[\*54]** Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Alan Rotman, a Minnesota resident, Plaintiff: Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Ryan Rizzo, a Minnesota resident, Plaintiff: Elizabeth Anne McKenna, LEAD ATTORNEY, Milberg LLP, NY, NY; Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Paul F. Novak, LEAD ATTORNEY, PRO HAC VICE, Milberg LLP, Detroit, MI; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jennifer**[\*55]** Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Charles Jenkins, a Mississippi resident, Plaintiff: Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; J. Matthew Stephens, McCallum Methvin & Terrell PC, Birmingham, AL; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; James Michael Terrell, McCallum, Methvin & Terrell, P.C., Birmingham, AL; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Robert G. Methvin, McCallum Methvin & Terrell PC, Birmingham, AL; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum; Lynn W.**[\*56]** Jinks, Jinks Crow & Dickson PC; Nathan A. Dickson, Jinks Crow & Dickson PC.

For Daniel R. Hergert, a Nebraska resident, Plaintiff: Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Adrienne Belai, a New York resident, Plaintiff: Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Manfred Patrick Muecke, Bonnett, Fairbourn,**[\*57]** Friedman, & Balint, P.C., San Diego, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Joshua Maida, a North Carolina resident, Plaintiff: Elizabeth Anne McKenna, LEAD ATTORNEY, Milberg LLP, NY, NY; Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Paul F. Novak, LEAD ATTORNEY, PRO HAC VICE, Milberg LLP, Detroit, MI; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Rosemary Ciccone, a Rhode Island resident, Plaintiff: Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist &**[\*58]** Vennum, Minneapolis, MN; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Robert J. Bonsignore, Bonsignore Trial Lawyers, PLLC, Las Vegas, NV; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Donna Marie Ellington, a South Dakota resident, Plaintiff: Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA.

For Frank Warner, a Tennessee resident, Plaintiff: Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Manfred Patrick Muecke, Bonnett,**[\*59]** Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Albert Sidney Crigler, a Tennessee resident, Plaintiff: Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Robert Brent Irby, LEAD ATTORNEY, McCallum, Hoaguland Cook & Irby LLP, Vestavia Hills, AL; Eric D. Hoaglund, McCallum Hoaglund Cook & Irby LLP, Vestavia Hills, AL; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Richard Freeman Horsley, King, Horsley & Lyons, Birmingham, AL; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Direct Purchaser Plaintiffs, Plaintiff: Richard Alexander Saveri, LEAD ATTORNEY, Saveri & Saveri, Inc., San Francisco, CA; Aaron M. Sheanin, Pearson, Simon & Warshaw, LLP, San**[\*60]** Francisco, CA; Allan Steyer, Steyer Lowenthal Boodrookas Alvarez & Smith LLP, San Francisco, CA; Christopher L. Lebsock, Hausfeld LLP, San Francisco, CA; Donald Scott Macrae, Steyer Lowenthal Boodrookas Alvarez & Smith LLP, San Francisco, CA; Guido Saveri, Saveri & Saveri, Inc., San Francisco, CA; Henry A. Cirillo, Smith Dollar PC, Santa Rosa, CA; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jayne Ann Peeters, Steyer Lowenthal Boodrookas Alvarez & Smith LLP, San Francisco, CA; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Jill Michelle Manning, Steyer Lowenthal Boodrookas Alvarez & Smith LLP, San Francisco, CA; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Manfred Patrick Muecke, Bonnett, Fairbourn, Friedman, & Balint, P.C., San Diego, CA; Michael Paul Lehmann, Hausfeld LLP, San Francisco, CA; Stephanie Yunjin Cho, Hausfeld LLP, San Francisco, CA; Travis Luke Manfredi, Saveri and Saveri Inc, San Francisco, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Bruce Lee Simon, Pearson Simon & Warshaw, LLP, San Francisco, CA; Daniel D. Cowen, Shughart Thomson & Kilroy PC; James P. McCarthy,**[\*61]** Lindquist & Vennum; P. John Brady, Shughart Thomson & Kilroy PC.

For Indirect Purchaser Plaintiffs, Plaintiff: Lingel Hart Winters, LEAD ATTORNEY, Law Offices of Lingel H. Winters, San Francisco, CA; Robert J. Gralewski, Jr., LEAD ATTORNEY, Kirby McInerney LLP, San Diego, CA; Charles Matthew Thompson, Charles M. Thompson, P.C., Birmingham, AL; Craig C. Corbitt, Zelle LLP, San Francisco, CA; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jennie Lee Anderson, Andrus Anderson LLP, San Francisco, CA; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jennifer Susan Rosenberg, Bramson, Plutzik, Mahler & Birkhaeuser, Walnut Creek, CA; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; John Dmitry Bogdanov, Cooper & Kirkham, P.C., San Francisco, CA; Josef Deen Cooper, Cooper & Kirkham, P.C., San Francisco, CA; Joseph Mario Patane, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Judith A. Zahid, Zelle LLP, San Francisco, CA; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Sylvie K. Kern, KAG Law Group,**[\*62]** San Francisco, CA; Tracy R. Kirkham, Cooper & Kirkham, P.C., San Francisco, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Indirect Purchaser Plaintiffs, Plaintiff: Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Robert J. Gralewski, Jr., LEAD ATTORNEY, Kirby McInerney LLP, San Diego, CA; Charles Matthew Thompson, Charles M. Thompson, P.C., Birmingham, AL; Christopher Thomas Micheletti, Zelle LLP, San Francisco, CA; Craig C. Corbitt, Zelle LLP, San Francisco, CA; David Nathan Lake, Law Offices of David N. Lake, Encino, CA; Francis Onofrei Scarpulla, Law Offices of Francis O. Scarpulla, San Francisco, CA; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jennie Lee Anderson, Andrus Anderson LLP, San Francisco, CA; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Josef Deen Cooper, Cooper & Kirkham, P.C., San Francisco, CA; Joseph Mario Patane, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Judith A. Zahid, Zelle LLP, San Francisco, CA; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Lauren Clare**[\*63]** Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Theresa Driscoll Moore, Alioto Law Firm, San Francisco, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For State of Washington, Plaintiff: David Michael Kerwin, LEAD ATTORNEY, Washington State Attorney General's Office, Seattle, WA; Jonathan A Mark, LEAD ATTORNEY, Attorney General of Washington, Seattle, WA; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Electrograph Systems, Inc, Plaintiff: Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Benjamin Daniel Battles, Boies, Schiller & Flexner LLP, Albany, NY; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Philip J Iovieno, Boies, Schiller & Flexner**[\*64]** LLP, Albany, NY; Philip J. Iovieno, PRO HAC VICE, Boies Schiller & Flexner LLP, Albany, NY; William A. Isaacson, Boies Schiller & Flexner, Washington, DC; James P. McCarthy, Lindquist & Vennum.

For Electrograph Technologies Corp., Plaintiff: Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Benjamin Daniel Battles, Boies, Schiller & Flexner LLP, Albany, NY; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; Philip J. Iovieno, PRO HAC VICE, Boies Schiller & Flexner LLP, Albany, NY; William A. Isaacson, Boies Schiller & Flexner, Washington, DC; James P. McCarthy, Lindquist & Vennum.

For Interbond Corporation of America, Plaintiff: Stuart Harold Singer, LEAD ATTORNEY, Boies Schiller & Flexner, Fort Lauderdale, FL; William A. Isaacson, LEAD ATTORNEY, Boies Schiller & Flexner, Washington, DC; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jennifer Milici, Boies Schiller and Flexner**[\*65]** LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Office Depot, Inc., Plaintiff: Stuart Harold Singer, LEAD ATTORNEY, Boies Schiller & Flexner, Fort Lauderdale, FL; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; William A. Isaacson, Boies Schiller & Flexner, Washington, DC; James P. McCarthy, Lindquist & Vennum.

For Compucom Systems Inc, Plaintiff: Lewis Titus LeClair, LEAD ATTORNEY, McKool Smith, P.C., Dallas, TX; William A. Isaacson, LEAD ATTORNEY, Boies Schiller & Flexner, Washington, DC; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum,**[\*66]** Minneapolis, MN; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Mike McKool, McKool Smith, P.C., Dallas, TX; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; Scott R. Jacobs, McKool Smith, Dallas, TX; James P. McCarthy, Lindquist & Vennum.

For Costco Wholesale Corporation, Plaintiff: Cori Gordon Moore, Perkins Coie LLP, Seattle, WA; David Burman, PRO HAC VICE, Perkins Coie LLP, Seattle, WA; David P. Chiappetta, Perkins Coie LLP, San Francisco, CA; Eric J. Weiss, PERKINS COIE LLP, Seattle, WA; Euphemia Nikki Thomopulos, Hirschfeld Kraemer LLP, San Francisco, CA; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Joren Surya Ayala-Bass, The Law Office of Philip A. Leider, Berkeley, CA; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Nicholas H. Hesterberg, PRO HAC VICE, Perkins Coie LLP, Seattle, WA; Noah Guzzo Purcell, Seattle, Seattle, WA; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; Steven Douglas Merriman, Perkins Coie LLP, Seattle, WA; William A. Isaacson, Boies Schiller & Flexner, Washington, DC; Anne M. Nardacci, Boies,**[\*67]** Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Alfred H. Siegel, Plaintiff: Brian Gillett, Susman Godfrey L.L.P., Houston, TX; David M. Peterson, Susman Godfrey LLP, Houston, TX; H. Lee Godfrey, Susman Godfrey LLP, Houston, TX; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; John Pierre Lahad, Susman Godfrey LLP, Houston, TX; Johnny William Carter, Susman Godfrey LLP, Houston, TX; Jonathan Jeffrey Ross, N/A, Susman Godfrey L.L.P., Houston, TX; Jonathan Mark Weiss, Klee Tuchin Bogdanoff Stern LLP, Los Angeles, CA; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Matthew C. Behncke, Susman Godfrey LLP, Houston, TX; Michael Lloyd Tuchin, Klee Tuchin Bogdanoff Stern LLP, Los Angeles, CA; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; Robert J. Pfister, Klee, Tuchin, Bogdanoff & Stern LLP, Los Angeles, CA; Robert Sabre Safi, Susman Godfrey L.L.P., Houston, TX; Samuel J Randall, Kenny Nachwalter PA, Miami, FL; William A. Isaacson, Boies Schiller & Flexner, Washington, DC; Anne M. Nardacci, Boies, Schiller & Flexner,**[\*68]** LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum; Kenneth S. Marks, Susman Godfrey LLP.

For Department of Legal Affairs, Plaintiff: Eli Andrew Friedman, LEAD ATTORNEY, Office of the Attorney General, ***Antitrust*** Division, Tallahassee, FL; Patricia A. Conners, LEAD ATTORNEY, Attorney General's Office, Department of Legal Affairs, ***Antitrust*** Section, Tallahassee, FL; R. Scott Palmer, LEAD ATTORNEY, Office of the Attorney General, State of Florida, Tallahassee, FL; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Liz Ann Brady, Office of the Attorney General, ***Antitrust*** Division, Tallahassee, FL; Nicholas J. Weilhammer, Office of the Attorney General, State of Florida, Tallahassee, FL; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Office of the Attorney General, Plaintiff: Eli Andrew Friedman, LEAD ATTORNEY, Office of the Attorney General, ***Antitrust*** Division, Tallahassee, FL; Patricia A. Conners, LEAD ATTORNEY, Attorney General's Office, Department of Legal**[\*69]** Affairs, ***Antitrust*** Section, Tallahassee, FL; R. Scott Palmer, LEAD ATTORNEY, Office of the Attorney General, State of Florida, Tallahassee, FL; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Liz Ann Brady, Office of the Attorney General, ***Antitrust*** Division, Tallahassee, FL; Nicholas J. Weilhammer, Office of the Attorney General, State of Florida, Tallahassee, FL; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For State of Florida, Plaintiff: Anne M. Nardacci, LEAD ATTORNEY, Boies, Schiller & Flexner, LLP, Albany, NY; Eli Andrew Friedman, LEAD ATTORNEY, Office of the Attorney General, ***Antitrust*** Division, Tallahassee, FL; James P. McCarthy, LEAD ATTORNEY, Lindquist & Vennum; Patricia A. Conners, LEAD ATTORNEY, Attorney General's Office, Department of Legal Affairs, ***Antitrust*** Section, Tallahassee, FL; R. Scott Palmer, LEAD ATTORNEY, Office of the Attorney General, State of Florida, Tallahassee, FL; James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jennifer Milici,**[\*70]** Boies Schiller and Flexner LLP, Washington, DC; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Kelly Laudon, Lindquist Vennum, PLLP, Minneapolis, MN; Liz Ann Brady, Office of the Attorney General, ***Antitrust*** Division, Tallahassee, FL; Nicholas J. Weilhammer, Office of the Attorney General, State of Florida, Tallahassee, FL; Satu A Correa, Florida Office of the Attorney General, Tallahassee, FL.

For Best Buy Co., Inc., Plaintiff: Bernice Conn, LEAD ATTORNEY, Robins Kaplan L.L.P., Los Angeles, CA; David Martinez, LEAD ATTORNEY, Robins Kaplan LLP, Los Angeles, CA; Elizabeth Diemphuc Le, LEAD ATTORNEY, Robins, Kaplan, Miller & Ciresi L.L.P., Los Angeles, CA; Jordan Samuel Paul, LEAD ATTORNEY, Robins Kaplan Miller Ciresi LLP, Los Angeles, CA; Laura Elizabeth Nelson, LEAD ATTORNEY, Robins Kaplan Miller and Ciresi, Minneapolis, MN; Lauren Elizabeth Wood, LEAD ATTORNEY, Glynn & Finley LLP, Walnut Creek, CA; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jill Sharon Casselman, Robins, Kaplan, Miller and Ciresi L.L.P., Los Angeles, CA; Kenneth S. Marks, Susman Godfrey LLP, Houston, TX; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; Samuel J Randall, Kenny**[\*71]** Nachwalter PA, Miami, FL; William A. Isaacson, Boies Schiller & Flexner, Washington, DC; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Elliot S. Kaplan, Robins Kaplan Miller & Ciresi; K. Craig Wildfang, Attorney at Law, Minneapolis, MN; Roman M. Silberfeld, Robins Kaplan L.L.P., Los Angeles, CA.

For Best Buy Enterprise Services, Inc., Plaintiff: Bernice Conn, LEAD ATTORNEY, Robins Kaplan L.L.P., Los Angeles, CA; David Martinez, LEAD ATTORNEY, Robins Kaplan LLP, Los Angeles, CA; Elizabeth Diemphuc Le, LEAD ATTORNEY, Robins, Kaplan, Miller & Ciresi L.L.P., Los Angeles, CA; Jordan Samuel Paul, LEAD ATTORNEY, Robins Kaplan Miller Ciresi LLP, Los Angeles, CA; Laura Elizabeth Nelson, LEAD ATTORNEY, Robins Kaplan Miller and Ciresi, Minneapolis, MN; Lauren Elizabeth Wood, LEAD ATTORNEY, Glynn & Finley LLP, Walnut Creek, CA; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jill Sharon Casselman, Robins, Kaplan, Miller and Ciresi L.L.P., Los Angeles, CA; Kenneth S. Marks, Susman Godfrey LLP, Houston, TX; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; Samuel J Randall, Kenny Nachwalter PA, Miami, FL; William A. Isaacson, Boies Schiller & Flexner, Washington,**[\*72]** DC; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Elliot S. Kaplan, Robins Kaplan Miller & Ciresi; K. Craig Wildfang, Attorney at Law, Minneapolis, MN; Roman M. Silberfeld, Robins Kaplan L.L.P., Los Angeles, CA.

For Best Buy Purchasing LLC, Plaintiff: Bernice Conn, LEAD ATTORNEY, Robins Kaplan L.L.P., Los Angeles, CA; David Martinez, LEAD ATTORNEY, Robins Kaplan LLP, Los Angeles, CA; Elizabeth Diemphuc Le, LEAD ATTORNEY, Robins, Kaplan, Miller & Ciresi L.L.P., Los Angeles, CA; Jordan Samuel Paul, LEAD ATTORNEY, Robins Kaplan Miller Ciresi LLP, Los Angeles, CA; Laura Elizabeth Nelson, LEAD ATTORNEY, Robins Kaplan Miller and Ciresi, Minneapolis, MN; Lauren Elizabeth Wood, LEAD ATTORNEY, Glynn & Finley LLP, Walnut Creek, CA; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jill Sharon Casselman, Robins, Kaplan, Miller and Ciresi L.L.P., Los Angeles, CA; Kenneth S. Marks, Susman Godfrey LLP, Houston, TX; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; Samuel J Randall, Kenny Nachwalter PA, Miami, FL; William A. Isaacson, Boies Schiller & Flexner, Washington, DC; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Elliot S. Kaplan, Robins**[\*73]** Kaplan Miller & Ciresi; K. Craig Wildfang, Attorney at Law, Minneapolis, MN; Roman M. Silberfeld, Robins Kaplan L.L.P., Los Angeles, CA.

For Best Buy Stores, L.P., Plaintiff: Bernice Conn, LEAD ATTORNEY, Robins Kaplan L.L.P., Los Angeles, CA; David Martinez, LEAD ATTORNEY, Robins Kaplan LLP, Los Angeles, CA; Elizabeth Diemphuc Le, LEAD ATTORNEY, Robins, Kaplan, Miller & Ciresi L.L.P., Los Angeles, CA; Jordan Samuel Paul, LEAD ATTORNEY, Robins Kaplan Miller Ciresi LLP, Los Angeles, CA; Laura Elizabeth Nelson, LEAD ATTORNEY, Robins Kaplan Miller and Ciresi, Minneapolis, MN; Lauren Elizabeth Wood, LEAD ATTORNEY, Glynn & Finley LLP, Walnut Creek, CA; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jill Sharon Casselman, Robins, Kaplan, Miller and Ciresi L.L.P., Los Angeles, CA; Kenneth S. Marks, Susman Godfrey LLP, Houston, TX; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; Samuel J Randall, Kenny Nachwalter PA, Miami, FL; William A. Isaacson, Boies Schiller & Flexner, Washington, DC; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Elliot S. Kaplan, Robins Kaplan Miller & Ciresi; K. Craig Wildfang, Attorney at Law, Minneapolis, MN; Roman M. Silberfeld,**[\*74]** Robins Kaplan L.L.P., Los Angeles, CA.

For Best Buy.com LLC, Plaintiff: Bernice Conn, LEAD ATTORNEY, Robins Kaplan L.L.P., Los Angeles, CA; David Martinez, LEAD ATTORNEY, Robins Kaplan LLP, Los Angeles, CA; Elizabeth Diemphuc Le, LEAD ATTORNEY, Robins, Kaplan, Miller & Ciresi L.L.P., Los Angeles, CA; Jordan Samuel Paul, LEAD ATTORNEY, Robins Kaplan Miller Ciresi LLP, Los Angeles, CA; Laura Elizabeth Nelson, LEAD ATTORNEY, Robins Kaplan Miller and Ciresi, Minneapolis, MN; Lauren Elizabeth Wood, LEAD ATTORNEY, Glynn & Finley LLP, Walnut Creek, CA; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Jill Sharon Casselman, Robins, Kaplan, Miller and Ciresi L.L.P., Los Angeles, CA; Kenneth S. Marks, Susman Godfrey LLP, Houston, TX; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; Samuel J Randall, Kenny Nachwalter PA, Miami, FL; William A. Isaacson, Boies Schiller & Flexner, Washington, DC; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Elliot S. Kaplan, Robins Kaplan Miller & Ciresi; K. Craig Wildfang, Attorney at Law, Minneapolis, MN; Roman M. Silberfeld, Robins Kaplan L.L.P., Los Angeles, CA.

For Magnolia Hi-Fi, Inc., Plaintiff: David Martinez, LEAD**[\*75]** ATTORNEY, Robins Kaplan LLP, Los Angeles, CA; Elizabeth Diemphuc Le, LEAD ATTORNEY, Robins, Kaplan, Miller & Ciresi L.L.P., Los Angeles, CA; Jordan Samuel Paul, LEAD ATTORNEY, Robins Kaplan Miller Ciresi LLP, Los Angeles, CA; Laura Elizabeth Nelson, LEAD ATTORNEY, Robins Kaplan Miller and Ciresi, Minneapolis, MN; Lauren Elizabeth Wood, LEAD ATTORNEY, Glynn & Finley LLP, Walnut Creek, CA; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Kenneth S. Marks, Susman Godfrey LLP, Houston, TX; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; William A. Isaacson, Boies Schiller & Flexner, Washington, DC; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Elliot S. Kaplan, Robins Kaplan Miller & Ciresi; Jill Sharon Casselman, Robins, Kaplan, Miller and Ciresi L.L.P.; K. Craig Wildfang, Attorney at Law, Minneapolis, MN; Roman M. Silberfeld, Robins Kaplan L.L.P., Los Angeles, CA.

For Good Guys, Inc., Plaintiff: Jason C. Murray, LEAD ATTORNEY, Crowell & Moring LLP, Los Angeles, CA; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; William A. Isaacson, Boies Schiller & Flexner, Washington, DC.

For KMart Corporation, Plaintiff: Jason C. Murray, LEAD**[\*76]** ATTORNEY, Crowell & Moring LLP, Los Angeles, CA; William J. Blechman, LEAD ATTORNEY, Kenny Nachwalter PA, Miami, FL; Gavin David Whitis, Pond North LLP, Los Angeles, CA; Jalaine Garcia, Miami, FL; James T Almon, Kenny Nachwalter, PA, Miami, FL; Kenneth S. Marks, Susman Godfrey LLP, Houston, TX; Kevin J. Murray, Kenny Nachwalter PA, Miami, FL; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; Richard A. Arnold, Kenny Nachwalter, Miami, FL; Ryan C Zagare, Kenny Nachwalter, PA, Miami, Fl; Samuel J Randall, Kenny Nachwalter PA, Miami, FL; William A. Isaacson, Boies Schiller & Flexner, Washington, DC.

For Old Comp Inc., Plaintiff: Jason C. Murray, LEAD ATTORNEY, Crowell & Moring LLP, Los Angeles, CA; Daniel Allen Sasse, Crowell & Moring LLP, Irvine, CA; Deborah Ellen Arbabi, Crowell and Moring LLP, Irvine, CA; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; William A. Isaacson, Boies Schiller & Flexner, Washington, DC.

For Radioshack Corp., Plaintiff: Jason C. Murray, LEAD ATTORNEY, Crowell & Moring LLP, Los Angeles, CA; Daniel Allen Sasse, Crowell & Moring LLP, Irvine, CA; Deborah Ellen Arbabi, Crowell and Moring LLP, Irvine, CA; Philip J Iovieno, Boies, Schiller**[\*77]** & Flexner LLP, Albany, NY; William A. Isaacson, Boies Schiller & Flexner, Washington, DC.

For Sears, Roebuck and Co., Plaintiff: Jason C. Murray, LEAD ATTORNEY, Crowell & Moring LLP, Los Angeles, CA; William J. Blechman, LEAD ATTORNEY, Kenny Nachwalter PA, Miami, FL; Gavin David Whitis, Pond North LLP, Los Angeles, CA; Jalaine Garcia, Miami, FL; James T Almon, Kenny Nachwalter, PA, Miami, FL; Kenneth S. Marks, Susman Godfrey LLP, Houston, TX; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; Richard A. Arnold, Kenny Nachwalter, Miami, FL; Ryan C Zagare, Kenny Nachwalter, PA, Miami, Fl; Samuel J Randall, Kenny Nachwalter PA, Miami, FL; William A. Isaacson, Boies Schiller & Flexner, Washington, DC; Kevin J. Murray, Kenny Nachwalter PA, Miami, FL.

For Target Corp., Plaintiff: Jason C. Murray, LEAD ATTORNEY, Crowell & Moring LLP, Los Angeles, CA; Astor Henry Lloyd Heaven, III, Crowell and Moring LLP, Washington, DC; Jerome A. Murphy, Crowell & Moring LLP, Washington, DC; Kenneth S. Marks, Susman Godfrey LLP, Houston, TX; Matthew J. McBurney, Crowell & Moring LLP, Washington, DC; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; Robert Brian McNary, Crowell & Moring**[\*78]** LLP, Los Angeles, CA; Samuel J Randall, Kenny Nachwalter PA, Miami, FL; William A. Isaacson, Boies Schiller & Flexner, Washington, DC.

For Giovanni Constabile, On behalf of themselves and all others similarly situated, Plaintiff: Lingel Hart Winters, LEAD ATTORNEY, Law Offices of Lingel H. Winters, San Francisco, CA.

For Gio's Inc, a California corporation, Plaintiff: Lingel Hart Winters, LEAD ATTORNEY, Law Offices of Lingel H. Winters, San Francisco, CA.

For Schultze Agency Services, LLC, on behalf of Tweeter Opco, LLC and Tweeter Newco, LLC, Plaintiff: William A. Isaacson, LEAD ATTORNEY, Boies Schiller & Flexner, Washington, DC; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Christopher V. Fenlon, Boies, Schiller & Flexner, LLP, Albany, NY; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; Philip J. Iovieno, PRO HAC VICE, Boies, Schiller & Flexner LLP, Albany, NY.

For Tweeter Newco, LLC, Plaintiff: Anne M. Nardacci, LEAD ATTORNEY, Boies, Schiller & Flexner, LLP, Albany, NY; Philip J. Iovieno, LEAD ATTORNEY, Boies, Schiller & Flexner LLP, Albany, NY; William A. Isaacson, LEAD ATTORNEY, Boies Schiller & Flexner, Washington, DC; Christopher V. Fenlon, Boies, Schiller**[\*79]** & Flexner, LLP, Albany, NY; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY.

For ABC Appliance, Inc., Plaintiff: Christopher V. Fenlon, LEAD ATTORNEY, Boies, Schiller & Flexner, LLP, Albany, NY; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; William A. Isaacson, Boies Schiller & Flexner, Washington, DC.

For Marta Cooperative of America, Inc., Plaintiff: Christopher V. Fenlon, LEAD ATTORNEY, Boies, Schiller & Flexner, LLP, Albany, NY; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; William A. Isaacson, Boies Schiller & Flexner, Washington, DC.

For P.C. Richard & Son Long Island Corporation, Plaintiff: Christopher V. Fenlon, LEAD ATTORNEY, Boies, Schiller & Flexner, LLP, Albany, NY; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; William A. Isaacson, Boies Schiller & Flexner, Washington, DC.

For Sharp Corporation, Plaintiff: Colin C. West, Morgan Lewis & Bockius LLP, San Francisco, CA; Jonathan**[\*80]** Alan Patchen, Taylor & Company Law Offices, LLP, San Francisco, CA.

For -----Plaintiff, Plaintiff: Gloria Comeaux Robert J. Bonsignore, Bonsignore Trial Lawyers, PLLC, Las Vegas, NV.

For Kerry Lee Hall, Plaintiff: Robert J. Gralewski, Jr., LEAD ATTORNEY, Gergosian & Gralewski LLP, San Diego, CA; Daniel Hume, Kirby McInerney LLP, New York, NY.

For Jeff Speaect, Plaintiff: Robert J. Bonsignore, Bonsignore Trial Lawyers, PLLC, Las Vegas, NV.

For Tech Data Corporation, Plaintiff: Melissa Willett, LEAD ATTORNEY, Boies, Schiller & Flexner, Washington, DC; Mitchell E. Widom, LEAD ATTORNEY, Bilzin Sumberg Baena Price & Axelrod, LLP, Miami, FL; Robert Turken, LEAD ATTORNEY, Bilzin Sumberg Baena Price & Axelrod LLP, Miami, FL; Scott N. Wagner, LEAD ATTORNEY, PRO HAC VICE, Bilzin Sumberg Baena Price & Axelrod LLP, Miami, FL; Stuart Harold Singer, LEAD ATTORNEY, Boies Schiller & Flexner, Fort Lauderdale, FL; William A. Isaacson, LEAD ATTORNEY, Boies Schiller & Flexner, Washington, DC; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; Philip J. Iovieno, PRO HAC VICE, Boies Schiller & Flexner LLP, Albany, NY.

For Tech Data Product**[\*81]** Management, Inc., Plaintiff: Robert Turken, LEAD ATTORNEY, Bilzin Sumberg Baena Price & Axelrod LLP, Miami, FL; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Jennifer Milici, Boies Schiller and Flexner LLP, Washington, DC; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; Scott N. Wagner, Bilzin Sumberg Baena Price & Axelrod LLP, Miami, FL; William A. Isaacson, Boies Schiller & Flexner, Washington, DC.

For Sharp Electronics Corporation, Plaintiff: Cheryl Ann Galvin, Quinn Emmanuel Urquhart & Sullivan LLP, Redwood Shores, CA; Craig A Benson, Paul Weiss LLP, Washington, DC; Gary R Carney, PRO HAC VICE, Paul, Weiss, Rifkind, Wharton and Garrison LLP, New York, NY; Jonathan Alan Patchen, Taylor & Company Law Offices, LLP, San Francisco, CA; Joseph J Simons, Paul Weiss LLP, Washington, DC; Kenneth A. Gallo, Paul, Weiss, Rifkind, Wharton & Garrison LLP, Washington, DC; Kenneth S. Marks, Susman Godfrey LLP, Houston, TX; Kira A Davis, PRO HAC VICE, Paul, Weiss, Rifkind, Wharton and Garrison LLP, New York, NY; Stephen E. Taylor, Taylor & Company Law Offices, LLP.

For Sharp Electronics Manufacturing Company of America, Inc., Plaintiff: Cheryl Ann Galvin, Quinn Emmanuel**[\*82]** Urquhart & Sullivan LLP, Redwood Shores, CA; Craig A Benson, Paul Weiss LLP, Washington, DC; Gary R Carney, PRO HAC VICE, Paul, Weiss, Rifkind, Wharton and Garrison LLP, New York, NY; Jonathan Alan Patchen, Taylor & Company Law Offices, LLP, San Francisco, CA; Joseph J Simons, Paul Weiss LLP, Washington, DC; Kenneth A. Gallo, Paul, Weiss, Rifkind, Wharton & Garrison LLP, Washington, DC; Kenneth S. Marks, Susman Godfrey LLP, Houston, TX; Kira A Davis, PRO HAC VICE, Paul, Weiss, Rifkind, Wharton and Garrison LLP, New York, NY; Stephen E. Taylor, Taylor & Company Law Offices, LLP.

For Dell Inc., Plaintiff: Debra Dawn Bernstein, LEAD ATTORNEY, Alston & Bird LLP, Atlanta, GA; Elizabeth Helmer Jordan, LEAD ATTORNEY, Alston & Bird LLP, Atlanta, GA; Jon G. Shepherd, LEAD ATTORNEY, Gibson Dunn & Crutcher, Dallas, TX; Matthew David Kent, LEAD ATTORNEY, Alston + Bird LLP, Atlanta, GA; Melissa Mahurin Whitehead, LEAD ATTORNEY, Alston and Bird, Atlanta, GA; Michael P. Kenny, LEAD ATTORNEY, Alston & Bird LLP, Atlanta, GA; Rodney J Ganske, LEAD ATTORNEY, Alston & Bird LLP, Atlanta, GA; James Matthew Wagstaffe, Kerr & Wagstaffe LLP, San Francisco, CA; Michael John Newton, Alston & Bird, Dallas, TX.**[\*83]**

For Dell Products L.P., Plaintiff: Debra Dawn Bernstein, LEAD ATTORNEY, Alston & Bird LLP, Atlanta, GA; Elizabeth Helmer Jordan, LEAD ATTORNEY, Alston & Bird LLP, Atlanta, GA; Jon G. Shepherd, LEAD ATTORNEY, Gibson Dunn & Crutcher, Dallas, TX; Matthew David Kent, LEAD ATTORNEY, Alston + Bird LLP, Atlanta, GA; Melissa Mahurin Whitehead, LEAD ATTORNEY, Alston and Bird, Atlanta, GA; Michael P. Kenny, LEAD ATTORNEY, Alston & Bird LLP, Atlanta, GA; Rodney J Ganske, LEAD ATTORNEY, Alston & Bird LLP, Atlanta, GA; James Matthew Wagstaffe, Kerr & Wagstaffe LLP, San Francisco, CA; Michael John Newton, Alston & Bird, Dallas, TX.

For Magnolia Hi-Fi, LLC, Plaintiff: David Martinez, LEAD ATTORNEY, Robins Kaplan LLP, Los Angeles, CA; Laura Elizabeth Nelson, LEAD ATTORNEY, Robins Kaplan Miller and Ciresi, Minneapolis, MN; Jill Sharon Casselman, Robins, Kaplan, Miller and Ciresi L.L.P., Los Angeles, CA; Elliot S. Kaplan, Robins Kaplan Miller & Ciresi; Roman M. Silberfeld, Robins Kaplan L.L.P., Los Angeles, CA.

For Viewsonic Corporation, Plaintiff: Jason C. Murray, LEAD ATTORNEY, Crowell & Moring LLP, Los Angeles, CA; Astor Henry Lloyd Heaven, III, Crowell and Moring LLP, Washington, DC; Daniel Allen Sasse,**[\*84]** Crowell & Moring LLP, Irvine, CA; Deborah Ellen Arbabi, Crowell and Moring LLP, Irvine, CA; Jerome A. Murphy, Crowell & Moring LLP, Washington, DC; Kenneth S. Marks, Susman Godfrey LLP, Houston, TX; Matthew J. McBurney, Crowell & Moring LLP, Washington, DC; Robert Brian McNary, Crowell & Moring LLP, Los Angeles, CA; Samuel J Randall, Kenny Nachwalter PA, Miami, FL.

For YRC, INC., Creditor: Jeffrey M. Judd, Judd Law Group, San Francisco, CA.

For Chunghwa Picture Tubes, LTD. ("Chunghwa PT") is a Taiwanese company, Defendant: Joel Steven Sanders, LEAD ATTORNEY, Gibson, Dunn & Crutcher LLP, San Francisco, CA; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Austin Van Schwing, Gibson, Dunn & Crutcher LLP, San Francisco, CA; David C. Brownstein, Farmer Brownstein Jaeger LLP, San Francisco, CA; Jacob P. Alpren, Farmer Brownstein Jaeger LLP, San Francisco, CA; Joel Calcar Willard, Gibson, Dunn Crutcher LLP, San Francisco, CA; William S Farmer, Farmer Brownstein Jaeger LLP, San Francisco, CA; Rachel S. Brass, Gibson Dunn & Crutcher LLP.

For Chunghwa Picture Tubes (Malaysia) Sdn. Bhd. ("Chunghwa Malaysia") is a Malaysian company, Defendant: Joel Steven Sanders, LEAD ATTORNEY, Gibson,**[\*85]** Dunn & Crutcher LLP, San Francisco, CA; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Austin Van Schwing, Gibson, Dunn & Crutcher LLP, San Francisco, CA; David C. Brownstein, Farmer Brownstein Jaeger LLP, San Francisco, CA; Jacob P. Alpren, Farmer Brownstein Jaeger LLP, San Francisco, CA; Rachel S. Brass, Gibson Dunn & Crutcher LLP, San Francisco, CA; William S Farmer, Farmer Brownstein Jaeger LLP, San Francisco, CA.

For Hitachi, Ltd., is a Japanese company, Defendant: Diane Leslie Webb, LEAD ATTORNEY, San Francisco, CA; Eliot A. Adelson, LEAD ATTORNEY, Kirkland & Ellis LLP, San Francisco, CA; John Clayton Everett, LEAD ATTORNEY, PRO HAC VICE, Jr., Morgan, Lewis & Bockius LLP, Washington, DC; Michelle Park Chiu, LEAD ATTORNEY, Morgan Lewis & Bockius LLP, San Francisco, CA; Scott A. Stempel, LEAD ATTORNEY, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Christopher M. Curran, White & Case, Washington, DC; Douglas L Wald, Washington, DC; James Maxwell Cooper, Kessenick Gamma & Free LLP, San Francisco, CA; James Mutchnik, PRO HAC VICE, Chicago, IL; Jason Bruce Allen, Morgan, Lewis & Bockius LLP, San Francisco, CA; Jeffrey L. Kessler, Winston & Strawn LLP, New York,**[\*86]** NY; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Katherine Hamilton Wheaton, PRO HAC VICE, Chicago, IL; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Sharon D. Mayo, Arnold & Porter LLP, San Francisco, CA; Steven Alan Reiss, Weil, Gotshal & Mangesl LLP, New York, NY; Thomas R. Green, United States Attorney's Office, Northern District of California, Oakkland, CA.

For Hitachi America, Ltd. ("Hitachi America") is a New York company, Defendant: Diane Leslie Webb, LEAD ATTORNEY, San Francisco, CA; Eliot A. Adelson, LEAD ATTORNEY, Kirkland & Ellis LLP, San Francisco, CA; Kent Michael Roger, LEAD ATTORNEY, Morgan Lewis & Bockius LLP, San Francisco, CA; Michelle Park Chiu, LEAD ATTORNEY, Morgan Lewis & Bockius LLP, San Francisco, CA; Scott A. Stempel, LEAD ATTORNEY, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Christine S. Safreno, Morgan Lewis & Bockius, LLP, San Francisco, CA; D. Eric Shapland, Heller Ehrman White & McAuliffe LLP; James Maxwell Cooper, Kessenick Gamma & Free LLP, San Francisco, CA; James Mutchnik,**[\*87]** PRO HAC VICE, Chicago, IL; Jason Bruce Allen, Morgan, Lewis & Bockius LLP, San Francisco, CA; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Jonathan DeGooyer, Morgan Lewis & Bockius LLP, San Francisco, CA; Katherine Hamilton Wheaton, Chicago, IL; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Rebecca Ann Falk, Morgan, Lewis & Bockius LLP, San Francisco, CA; Thomas R. Green, United States Attorney's Office, Northern District of California, Oakkland, CA.

For Hitachi Asia, Ltd. ("Hitachi Asia") is a Singaporean company, Defendant: Diane Leslie Webb, LEAD ATTORNEY, San Francisco, CA; Eliot A. Adelson, LEAD ATTORNEY, Kirkland & Ellis LLP, San Francisco, CA; John Clayton Everett, LEAD ATTORNEY, PRO HAC VICE, Jr., Morgan, Lewis & Bockius LLP, Washington, DC; Michelle Park Chiu, LEAD ATTORNEY, Morgan Lewis & Bockius LLP, San Francisco, CA; Scott A. Stempel, LEAD ATTORNEY, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Barack Shem Echols, PRO HAC VICE, Kirkland Ellis LLP, Chicago, IL; Christopher M. Curran, White & Case, Washington, DC; Douglas L Wald, Washington, DC; Ian T Simmons,**[\*88]** O'Melveny & Myers LLP, Washington, DC; James Maxwell Cooper, Kessenick Gamma & Free LLP, San Francisco, CA; James Mutchnik, PRO HAC VICE, Chicago, IL; Jason Bruce Allen, Morgan, Lewis & Bockius LLP, San Francisco, CA; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Katherine Hamilton Wheaton, Chicago, IL; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Matthew J. Hertko, PRO HAC VICE, Jones Day, Chicago, IL; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Sharon D. Mayo, Arnold & Porter LLP, San Francisco, CA; Steven Alan Reiss, Weil, Gotshal & Mangesl LLP, New York, NY; Thomas R. Green, United States Attorney's Office, Northern District of California, Oakkland, CA.

For Irico Group Corp. ("IGC") is a Chinese entity, Defendant: Joseph R. Tiffany, II, LEAD ATTORNEY, Pillsbury Winthrop Shaw Pittman LLP, Palo Alto, CA; Philip Andrew Simpkins, Littler Mendelson, Walnut Creek, CA; Terrence A. Callan, Pillsbury Winthrop Shaw Pittman LLP, San Francisco, CA.

For Irico Display Devices Co., Ltd. ("IDDC") is a Chinese entity, Defendant:**[\*89]** Joseph R. Tiffany, II, LEAD ATTORNEY, Pillsbury Winthrop Shaw Pittman LLP, Palo Alto, CA; Philip Andrew Simpkins, Littler Mendelson, Walnut Creek, CA; Terrence A. Callan, Pillsbury Winthrop Shaw Pittman LLP, San Francisco, CA.

For LG Electronics, Inc. ("LGEI") is a South Korean entity, Defendant: Brad D. Brian, LEAD ATTORNEY, Munger Tolles & Olson LLP, Los Angeles, CA; Douglas L Wald, LEAD ATTORNEY, Washington, DC; Miriam Kim, LEAD ATTORNEY, Munger, Tolles & Olson, San Francisco, CA; Samuel R. Miller, LEAD ATTORNEY, Sidley Austin LLP, San Francisco, CA; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Benjamin Edward Waldin, PRO HAC VICE, Eimer Stahl LLP, Chicago, IL; Beth Harrison Parker, Arnold & Porter LLP, San Francisco, CA; Cathleen Hamel Hartge, Munger Tolles and Olson LLP, San Francisco, CA; Christopher M. Curran, White & Case, Washington, DC; D. Eric Shapland, Arnold & Porter LLP, Los Angeles, CA; Esteban Martin Estrada, Munger Tolles and Olson, Los Angeles, CA; Gregory J. Weingart, Munger, Tolles and Olson LLP, Los Angeles, CA; Hojoon Hwang, Munger Tolles & Olson LLP, San Francisco, CA; Ian T Simmons, O'Melveny & Myers LLP, Washington, DC; Jason Sheffield Angell,**[\*90]** Freitas Angell & Weinberg LLP, Redwood Shores, CA; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Jerome Cary Roth, Munger Tolles & Olson LLP, San Francisco, CA; Jessica Barclay-Strobel, Munger, Tolles and Olson LLP, Los Angeles, CA; Jessica Nicole Leal, Freitas Angell & Weinberg LLP, Redwood Shores, CA; John Clayton Everett, Jr., PRO HAC VICE, Morgan, Lewis & Bockius LLP, Washington, DC; John David Lombardo, Arnold & Porter LLP, Los Angeles, CA; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Marie L. Fiala, Sidley Austin LLP, San Francisco, CA; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Nana Little, Arnold Porter, Los Angeles, CA; Nathan P. Eimer, Eimer Stahl LLP, Chicago, IL; Paul Lionel Yanosy, Jr, Sidley Austin LLP, San Francisco, CA; Robert E. Freitas, Freitas Angell & Weinberg LLP, Redwood Shores, CA; Robert Brooks Martin, III, Sidley Austin LLP, San Francisco, CA; Ronald Charles Redcay, Arnold & Porter LLP, Los Angeles, CA; Ryan M. Sandrock,**[\*91]** Sidley Austin, LLP, San Francisco, CA; Sarah Hargadon, PRO HAC VICE, Eimer Stahl LLP, Chicago, IL; Scott A. Stempel, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Sharon D. Mayo, Arnold & Porter LLP, San Francisco, CA; Steven Alan Reiss, Weil, Gotshal & Mangesl LLP, New York, NY; Susan Elizabeth Nash, Munger Tolles Olson LLP, Los Angeles, CA; Xiaochin Claire Yan, Munger Tolles and Olson, LLP, Los Angeles, CA; Bethany Woodard Kristovich, Munger Tolles and Olson LLP, Los Angeles, CA; Eric Daniel Mason, Arnold and Porter, Los Angeles, CA; James Cooper, Arnold & Porter; Jonathan Ellis Altman, Munger Tolles and Olson, Los Angeles, CA; Kim YoungSang, ARNOLD & PORTER LLP; Laura K Lin, Munger, Tolles and Olson LLP, San Francisco, CA; William David Temko, Munger, Tolles & Olson LLP, Los Angeles, CA; Wilson D. Mudge, Arnold and Porter LLP, Washington, DC; YongSang Kim.

For Matsushita Electric Industrial Co, Ltd., Defendant: Bambo Obaro, Weil, Gotshal and Manges, Redwood Shores, CA; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Kris Hue Chau Man, Dewey & LeBoeuf LLP, San Francisco, CA.

For Panasonic Corporation of North America ("PCNA") is a Delaware corporation, Defendant:**[\*92]** Alan Feigenbaum, LEAD ATTORNEY, Weil, Gotshal & Manges LLP, New York, NY; David L. Yohai, LEAD ATTORNEY, Weil, Gotshal, & Manges, LLP, New York, NY; Eva W. Cole, LEAD ATTORNEY, PRO HAC VICE, Winston & Strawn LLP, New York, NY; Kris Hue Chau Man, LEAD ATTORNEY, Dewey & LeBoeuf LLP, San Francisco, CA; Lucia Freda, LEAD ATTORNEY, Weil. Gotshal & Manges LLP; Michelle Lo, LEAD ATTORNEY, Dewey & LeBoeuf LLP, New York, NY; Richard H. Epstein, LEAD ATTORNEY, Sills Cummis Epstein & Gross PC, Newark, NJ; A. Paul Victor, Winston & Strawn LLP, New York, NY; Aldo A. Badini, Winston & Strawn LLP, New York, NY; Amy Lee Stewart, PRO HAC VICE, Rose Law Firm, Little Rock, AR; Andrew R. Tillman, Paine Tarwater Bickers & Tillman, Knoxville, TN; Bambo Obaro, Weil, Gotshal and Manges, Redwood Shores, CA; Christopher M. Curran, White & Case, Washington, DC; Craig Y. Allison, Bunsow, De Mory, Smith & Allison LLP, Redwood City, CA; David E. Yolkut, PRO HAC VICE, Weil, Gotshal and Manges LLP, New York, NY; Diana Arlen Aguilar, PRO HAC VICE, Weil, Gotshal and Manges, New York, NY; Douglas L Wald, Washington, DC; Gregory Hull, Law Offices of Steven A. Ellenberg, San Jose, CA; James F. Lerner, PRO HAC VICE, Winston**[\*93]** & Strawn LLP, New York, NY; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Jennifer Stewart, Winston and Strawn LLP, New York, NY; John Clayton Everett, PRO HAC VICE, Jr., Morgan, Lewis & Bockius LLP, Washington, DC; John M. Taladay, Baker Botts L.L.P., Washington, DC; John Selim Tschirgi, PRO HAC VICE, Winston and Strawn LLP, NYC, NY; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Joseph Richard Wetzel, King & Spalding, San Francisco, CA; Kajetan Rozga, PRO HAC VICE, New York, NY; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Kevin B. Goldstein, Weil, Gotshal and Manges LLP, Washington, DC; Lara Elvidge Veblen, PRO HAC VICE, Weil, Gotshal and Manges LLP, New York, NY; Margaret Anne Keane, DLA Piper LLP, San Francisco, CA; Marjan Hajibandeh, PRO HAC VICE, Weil, Gotshal and Manges LLP, New York, NY; Martin C. Geagan, PRO HAC VICE, Jr., Winston and Strawn LLP, New York, NY; Matthew Robert DalSanto, Winston and Strawn LLP, San Francisco, CA; Meaghan Parfitt Thomas-Kennedy, Weil Gotshal and Manges LLP, New York City, NY; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Molly Donovan, Winston & Strawn LLP, New York, NY; Peter Edward**[\*94]** Root, Kaye Scholer LLP, Palo Alto, CA; Ryan Michael Goodland, PRO HAC VICE, Weil, Gotshal and Manges LLP, New York, NY; Scott A. Stempel, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Sharon D. Mayo, Arnold & Porter LLP, San Francisco, CA; Sofia Arguello, PRO HAC VICE, Winston and Strawn LLP, New York, NY; Steven A. Reiss, Weil Gotshal & Manges LLP, New York, NY; Steven Alan Reiss, Weil, Gotshal & Mangesl LLP, New York, NY; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Molly M Donovan, Dewey & LeBoeuf LLP.

For Orion Electric Co., Ltd., Defendant: Anthony J. Viola, PRO HAC VICE, Edwards Angell Palmer & Dodge LLP, New York, NY; Barry J. Bendes, PRO HAC VICE, Edwards Angell Palmer & Dodge LLP, New York, PA; David W. Evans, Haight Brown & Bonesteel LLP, San Francisco, CA; Joseph Edward Czerniawski, PRO HAC VICE, Edwards Angell Palmer & Dodge LLP, New York, NY.

For Orion America, Inc., Defendant: Anthony J. Viola, PRO HAC VICE, Edwards Angell Palmer & Dodge LLP, New York, NY; Barry J Bendes, PRO HAC VICE, Edwards Angell Palmer & Dodge LLP, New York, NY; David W. Evans, Haight Brown & Bonesteel LLP, San Francisco, CA; Joseph Edward Czerniawski, PRO HAC VICE, Edwards**[\*95]** Angell Palmer & Dodge LLP, New York, NY.

For Koninklijke Philips N.V. ("Royal Philips") is a Dutch entity, Defendant: Andreas Stargard, PRO HAC VICE, Baker Botts LLP, Washington, DC; Christopher M. Curran, White & Case, Washington, DC; David Michael Lisi, Reed Smith LLP, Palo Alto, CA; Douglas L Wald, Washington, DC; Emily L. Maxwell, Esq., HOWREY LLP, San Francisco, CA; Erik T. Koons, Baker Botts LLP, Washington, DC; Ethan E. Litwin, Hughes Hubbard & Reed LLP, New York, NY; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; John Clayton Everett, PRO HAC VICE, Jr., Morgan, Lewis & Bockius LLP, Washington, DC; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Scott A. Stempel, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Sharon D. Mayo, Arnold & Porter LLP, San Francisco, CA; Steven Alan Reiss, Weil, Gotshal & Mangesl LLP, New York, NY; Richard A. Ripley, RuyakCherian LLP, Washington, DC.

For Philips Electronics North America ("Philips America") is a Delaware corporation, Defendant:**[\*96]** Gregory Hull, LEAD ATTORNEY, Law Offices of Steven A. Ellenberg, San Jose, CA; David Michael Lisi, Reed Smith LLP, Palo Alto, CA; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA.

For Samsung SDI Co., Ltd., formerly know as Samsung Display Device Co., Defendant: Bruce Cobath, PRO HAC VICE, Sheppard Mullin Richter & Hampton LLP, New York, NY; Christopher M. Curran, White & Case, Washington, DC; D. Eric Shapland, Arnold & Porter LLP, Los Angeles, CA; Douglas L Wald, Washington, DC; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; James Landon McGinnis, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; John Clayton Everett, PRO HAC VICE, Jr., Morgan, Lewis & Bockius LLP, Washington, DC; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Leo David Caseria, Sheppard Mullin Richter Hampton LLP, Los Angeles, CA; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Scott A. Stempel,**[\*97]** PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Sharon D. Mayo, Arnold & Porter LLP, San Francisco, CA; Steven Alan Reiss, Weil, Gotshal & Mangesl LLP, New York, NY; Tyler Mark Cunningham, Sheppard Mullin Richter & Hampton.

For Samsung SDI America, Inc. ("Samsung America") is a California corporation, Defendant: Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Bruce Cobath, PRO HAC VICE, Sheppard Mullin Richter & Hampton LLP, New York, NY; Christopher M. Curran, White & Case, Washington, DC; Douglas L Wald, Washington, DC; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; James Landon McGinnis, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; John Clayton Everett, PRO HAC VICE, Jr., Morgan, Lewis & Bockius LLP, Washington, DC; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Mona Solouki, Sheppard Mullin**[\*98]** Richter & Hampton LLP, San Francisco, CA; Scott A. Stempel, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Sharon D. Mayo, Arnold & Porter LLP, San Francisco, CA; Steven Alan Reiss, Weil, Gotshal & Mangesl LLP, New York, NY; Tyler Mark Cunningham, Sheppard Mullin Richter & Hampton.

For Samtel Color, Ltd. ("Samtel") is a Indian company, Defendant: William Diaz, McDermott Will & Emery LLP, Irvine, CA.

For Toshiba Corporation ("TC") is a Japanese company, Defendant: Christopher M. Curran, LEAD ATTORNEY, White & Case, Washington, DC; Dana E. Foster, LEAD ATTORNEY, PRO HAC VICE, White and Case LLP, Washington, D.C., DC; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Aya Kobori, PRO HAC VICE, White and Case LLP, New York, NY; Bijal Vijay Vakil, White & Case LLP, Palo Alto, CA; Douglas L Wald, Washington, DC; George L. Paul, White & Case LLP, Washington, DC; Ian T Simmons, O'Melveny & Myers LLP, Washington, DC; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Jeremy Kent Ostrander, White & Case LLP, Palo Alto, CA; John Clayton Everett, PRO HAC VICE, Jr., Morgan, Lewis & Bockius LLP, Washington, DC; John Mark Gidley, White & Case LLP, Washington, DC; John M. Taladay,**[\*99]** Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Lucius Bernard Lau, White & Case LLP, Washington, DC; Michael E. Hamburger, White & Case LLP, New York, NY; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Samuel J. Sharp, PRO HAC VICE, Washington, DC; Samuel James Sharp, White and Case LLP, Washington, DC; Scott A. Stempel, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Sharon D. Mayo, Arnold & Porter LLP, San Francisco, CA; Steven Alan Reiss, Weil, Gotshal & Mangesl LLP, New York, NY; Tsung-Hui (Danny) Wu, PRO HAC VICE, White and Case LLP, Washington, DC; William H. Bave, III, PRO HAC VICE, New York, NY; Charise Naifeh, White & Case LLP; Matthew Frutig, White & Case LLP.

For Beijing-Matsushita Color CRT Company, Ltd. ("BMCC") is a Chinese company, Defendant: Terry Calvani, LEAD ATTORNEY, Freshfields Bruckhaus Deringer US LLP, Washington, DC; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Bruce C. McCulloch, Freshfields Bruckhaus Deringer US LLP, Washington,**[\*100]** DC; Christine A. Laciak, Freshfields Bruckhaus Deringer US LLP, Washington, DC; Craig D. Minerva, Freshfields Bruckhaus Deringer US LLP, Washington, DC; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Kate S. McMillan, Washington, DC; Michael Lacovara, Freshfields Bruckhaus Deringer US LLP, New York, NY; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Richard Sutton Snyder, Freshfields Bruckhaus Deringer US LLP, Washington, DC.

For Matsushita Toshiba Picture Display Co., Ltd., Defendant: David L. Yohai, LEAD ATTORNEY, Weil, Gotshal, & Manges, LLP, New York, NY; Eva W. Cole, Winston & Strawn LLP, New York, NY; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY.

For LP Displays International, Ltd., fka LG.Philips Displays ("LP Displays"), Defendant: Jeremy James Calsyn, LEAD ATTORNEY, Cleary Gottlieb Steen & Hamilton LLP, Washington, DC; Michael Robert Lazerwitz, LEAD ATTORNEY, Cleary Gottlieb Steen & Hamilton, Washington, DC.

For LG Electronics U.S.A., Inc. ("LGEUSA") is a Delaware corporation, Defendant: Miriam Kim, LEAD ATTORNEY, Munger, Tolles & Olson, San Francisco, CA; Samuel R. Miller, LEAD ATTORNEY, Sidley Austin LLP, San Francisco,**[\*101]** CA; Cathleen Hamel Hartge, Munger Tolles and Olson LLP, San Francisco, CA; Christopher M. Curran, White & Case, Washington, DC; Douglas L Wald, Washington, DC; Esteban Martin Estrada, Munger Tolles and Olson, Los Angeles, CA; Hojoon Hwang, Munger Tolles & Olson LLP, San Francisco, CA; Jason Sheffield Angell, Freitas Angell & Weinberg LLP, Redwood Shores, CA; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Jerome Cary Roth, Munger Tolles & Olson LLP, San Francisco, CA; Jessica Barclay-Strobel, Munger, Tolles and Olson LLP, Los Angeles, CA; Jessica Nicole Leal, Freitas Angell & Weinberg LLP, Redwood Shores, CA; John Clayton Everett, PRO HAC VICE, Jr., Morgan, Lewis & Bockius LLP, Washington, DC; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Laura K Lin, Munger, Tolles and Olson LLP, San Francisco, CA; Marie L. Fiala, Sidley Austin LLP, San Francisco, CA; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Nana Little, Arnold Porter, Los Angeles, CA; Paul**[\*102]** Lionel Yanosy, Jr, Sidley Austin LLP, San Francisco, CA; Robert E. Freitas, Freitas Angell & Weinberg LLP, Redwood Shores, CA; Robert Brooks Martin, III, Sidley Austin LLP, San Francisco, CA; Ryan M. Sandrock, Sidley Austin, LLP, San Francisco, CA; Scott A. Stempel, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Sharon D. Mayo, Arnold & Porter LLP, San Francisco, CA; Steven Alan Reiss, Weil, Gotshal & Mangesl LLP, New York, NY; Xiaochin Claire Yan, Munger Tolles and Olson, LLP, Los Angeles, CA; Beth Harrison Parker, Bingham McCutchen LLP; D. Eric Shapland, Arnold & Porter LLP, Los Angeles, CA; Eric Daniel Mason, Arnold and Porter, Los Angeles, CA; John David Lombardo, Arnold & Porter LLP, Los Angeles, CA; Ronald Charles Redcay, Arnold & Porter LLP; William David Temko, Munger, Tolles & Olson LLP, Los Angeles, CA.

For Tatung Company of America, Inc. ("Tatung America") is a California corporation, Defendant: Bruce H. Jackson, LEAD ATTORNEY, Baker & McKenzie, San Francisco, CA; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Joel Steven Sanders, Gibson, Dunn & Crutcher LLP, San Francisco, CA; Karen Sewell, PRO HAC VICE, Baker & McKenzie LLP, Chicago, Il; Michael W. Scarborough,**[\*103]** Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Nancy Chung Allred, Baker & McKenzie LLP, San Francisco, CA; Patrick J. Ahern, PRO HAC VICE, Baker & McKenzie, Chicago, IL; Robert Walter Tarun, Baker & McKenzie LLP, San Francisco, CA; Roxane Busey, PRO HAC VICE, Baker & McKenzie LLP, Chicago, IL; Austin Van Schwing, Gibson, Dunn & Crutcher LLP; Joel Calcar Willard, Gibson, Dunn Crutcher LLP; Rachel S. Brass, Gibson Dunn & Crutcher LLP, San Francisco, CA.

For LG Philips Display USA, Inc., Defendant: Hojoon Hwang, Munger Tolles & Olson LLP, San Francisco, CA.

For Philips Electronics North America Corporation ("PENAC") is a Delaware corporation, Defendant: Charles M Malaise, LEAD ATTORNEY, Washington, DC; David T. Emanuelson, LEAD ATTORNEY, Baker Botts L.L.P.; Eric Berman, LEAD ATTORNEY, Baker Botts L.L.P., Washington, DC; Richard A. Ripley, LEAD ATTORNEY, PRO HAC VICE, RuyakCherian LLP, Washington, DC; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Christopher M. Curran, White & Case, Washington, DC; David Michael Lisi, Reed Smith LLP, Palo Alto, CA; Douglas L Wald, Washington, DC; Emily L. Maxwell, Esq., HOWREY LLP, San Francisco, CA; Ethan E. Litwin, Hughes Hubbard**[\*104]** & Reed LLP, New York, NY; Gregg Aaron Myers, Piatnicia Law, San Jose, CA; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; John Clayton Everett, PRO HAC VICE, Jr., Morgan, Lewis & Bockius LLP, Washington, DC; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Joseph A. Ostoyich, Howrey LLP, Washington, DC; Joseph Song, Morgan, Lewis & Bockius LLP, San Francisco, CA; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Marc Howard Kallish, Roetzel & Andress LPA, Chicago, IL; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Richard P. Sobiecki, PRO HAC VICE, Baker Botts LLP, Washington, DC; Scott A. Stempel, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Sharon D. Mayo, Arnold & Porter LLP, San Francisco, CA; Stephen M. Ng, PRO HAC VICE, Baker Botts LLP, Washington, DC; Steven Alan Reiss, Weil, Gotshal & Mangesl LLP, New York, NY; Tiffany Belle Gelott, PRO HAC VICE, Baker Botts LLP, Washington, DC; Van H. Beckwith, PRO HAC VICE, Baker Botts L.L.P., Dallas, TX; Andreas Stargard, PRO HAC VICE, Baker Botts**[\*105]** LLP, Washington, DC; Erik T. Koons, Baker Botts LLP.

For Samsung Electronics Co Ltd ("SEC") is a South Korean company, Defendant: Ian T Simmons, LEAD ATTORNEY, O'Melveny & Myers LLP, Washington, DC; Michael Frederick Tubach, LEAD ATTORNEY, O'Melveny & Myers LLP, San Francisco, CA; Courtney C Byrd, PRO HAC VICE, Washington, DC; David Kendall Roberts, O'Melveny and Myers LLP, Washington, DC; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Kevin Douglas Feder, O'Melveny and Myers LLP, Washington, DC; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Anton Metlitsky; David Roberts, O'Melveny & Myers LLP; Haidee L. Schwartz, O'Melveny & Myers LLP, Washington, DC.

For Samsung Electronics America, Inc. ("SEAI") is a New York corporation, Defendant: Ian T Simmons, LEAD ATTORNEY, O'Melveny & Myers LLP, Washington, DC; Michael Frederick Tubach, LEAD ATTORNEY, O'Melveny & Myers LLP, San Francisco, CA; Benjamin Gardner Bradshaw, O'Melveny & Meyers LLP, Washington, DC; Courtney C Byrd, PRO HAC VICE, Washington, DC; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Kent Michael Roger, Morgan**[\*106]** Lewis & Bockius LLP, San Francisco, CA; Kevin Douglas Feder, O'Melveny and Myers LLP, Washington, DC; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Anton Metlitsky; David Roberts, O'Melveny & Myers LLP; Haidee L. Schwartz, O'Melveny & Myers LLP, Washington, DC; James Landon McGinnis, Sheppard Mullin Richter & Hampton LLP.

For Toshiba America Electronics Components, Inc ("TAEP") is headquartered in Irvine, California, Defendant: Bernadette Shawan Gillians, LEAD ATTORNEY, Buist Moore Smythe and McGee, Charleston, SC; Christopher M. Curran, LEAD ATTORNEY, White & Case, Washington, DC; George L. Paul, LEAD ATTORNEY, White & Case LLP, Washington, DC; Lucius Bernard Lau, LEAD ATTORNEY, White & Case LLP, Washington, DC; William C. Cleveland, LEAD ATTORNEY, Buist Moore Smythe and McGee, Charleston, SC; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Aya Kobori, PRO HAC VICE, White and Case LLP, New York, NY; Bijal Vijay Vakil, White & Case LLP, Palo Alto, CA; Douglas L Wald, Washington, DC; Ian T Simmons, O'Melveny & Myers LLP, Washington, DC; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; John Clayton Everett, PRO HAC VICE, Jr., Morgan,**[\*107]** Lewis & Bockius LLP, Washington, DC; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Samuel J. Sharp, PRO HAC VICE, Washington, DC; Samuel James Sharp, White and Case LLP, Washington, DC; Scott A. Stempel, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Sharon D. Mayo, Arnold & Porter LLP, San Francisco, CA; Steven Alan Reiss, Weil, Gotshal & Mangesl LLP, New York, NY; William H. Bave, III, PRO HAC VICE, New York, NY; Charise Naifeh, White & Case LLP; Dana E. Foster, White and Case LLP, Washington, D.C., DC; Matthew Frutig, White & Case LLP.

For Toshiba America Information Systems, Inc. ("TAIP") is headquartered in Irvine, California, Defendant: Bernadette Shawan Gillians, LEAD ATTORNEY, Buist Moore Smythe and McGee, Charleston, SC; Christopher M. Curran, LEAD ATTORNEY, White & Case, Washington, DC; George L. Paul, LEAD ATTORNEY, White & Case LLP, Washington, DC; Lucius Bernard Lau, LEAD ATTORNEY, White**[\*108]** & Case LLP, Washington, DC; William C. Cleveland, LEAD ATTORNEY, Buist Moore Smythe and McGee, Charleston, SC; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Aya Kobori, PRO HAC VICE, White and Case LLP, New York, NY; Bijal Vijay Vakil, White & Case LLP, Palo Alto, CA; Ian T Simmons, O'Melveny & Myers LLP, Washington, DC; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Jeremy Kent Ostrander, White & Case LLP, Palo Alto, CA; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Michael E. Hamburger, White & Case LLP, New York, NY; Samuel J. Sharp, PRO HAC VICE, Washington, DC; Samuel James Sharp, White and Case LLP, Washington, DC; Tsung-Hui (Danny) Wu, PRO HAC VICE, White and Case LLP, Washington, DC; William H. Bave, III, PRO HAC VICE, New York, NY; Charise Naifeh, White & Case LLP; Dana E. Foster, White and Case LLP, Washington, D.C., DC; Matthew Frutig, White & Case LLP.

For Toshiba America, Inc ("Toshiba America") is a Delaware corporation, Defendant: Christopher M. Curran, LEAD ATTORNEY, White & Case, Washington, DC; George L. Paul, LEAD ATTORNEY, White & Case LLP, Washington, DC; Lucius Bernard Lau, LEAD ATTORNEY, White & Case LLP, Washington,**[\*109]** DC; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Aya Kobori, PRO HAC VICE, White and Case LLP, New York, NY; Bijal Vijay Vakil, White & Case LLP, Palo Alto, CA; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Jeremy Kent Ostrander, White & Case LLP, Palo Alto, CA; Michael E. Hamburger, White & Case LLP, New York, NY; Samuel J. Sharp, PRO HAC VICE, Washington, DC; Samuel James Sharp, White and Case LLP, Washington, DC; Tsung-Hui (Danny) Wu, PRO HAC VICE, White and Case LLP, Washington, DC; William H. Bave, III, PRO HAC VICE, New York, NY; Charise Naifeh, White & Case LLP; Dana E. Foster, White and Case LLP, Washington, D.C., DC.

For MT Picture Display Co., LTD, fka Matsushita Toshiba Picture Display Co., Ltd. ("MTPD") is a Japanese entity, Defendant: Lucia Freda, LEAD ATTORNEY, Weil. Gotshal & Manges LLP; A. Paul Victor, Winston & Strawn LLP, New York, NY; Aldo A. Badini, Winston & Strawn LLP, New York, NY; Bambo Obaro, Weil, Gotshal and Manges, Redwood Shores, CA; Christopher M. Curran, White & Case, Washington, DC; Craig Y. Allison, Bunsow, De Mory, Smith & Allison LLP, Redwood City, CA; David E. Yolkut, PRO HAC VICE, Weil, Gotshal and Manges LLP, New York, NY;**[\*110]** Diana Arlen Aguilar, PRO HAC VICE, Weil, Gotshal and Manges, New York, NY; Douglas L Wald, Washington, DC; Eva W. Cole, Winston & Strawn LLP, New York, NY; Gregory Hull, Law Offices of Steven A. Ellenberg, San Jose, CA; Gregory Hull, Law Offices of Steven A. Ellenberg, San Jose, CA; James F. Lerner, PRO HAC VICE, Winston & Strawn LLP, New York, NY; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Jennifer Stewart, Winston and Strawn LLP, New York, NY; John Clayton Everett, PRO HAC VICE, Jr., Morgan, Lewis & Bockius LLP, Washington, DC; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Kajetan Rozga, PRO HAC VICE, New York, NY; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Kris Hue Chau Man, Dewey & LeBoeuf LLP, San Francisco, CA; Lara Elvidge Veblen, PRO HAC VICE, Weil, Gotshal and Manges LLP, New York, NY; Margaret Anne Keane, DLA Piper LLP, San Francisco, CA; Martin C. Geagan, PRO HAC VICE, Jr., Winston and Strawn LLP, New York, NY; Matthew Robert DalSanto, Winston and Strawn LLP, San Francisco, CA; Meaghan Parfitt Thomas-Kennedy, Weil Gotshal and Manges LLP, New York City, NY; Michelle Park Chiu,**[\*111]** Morgan Lewis & Bockius LLP, San Francisco, CA; Molly Donovan, Winston & Strawn LLP, New York, NY; Peter Edward Root, Kaye Scholer LLP, Palo Alto, CA; Scott A. Stempel, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Sharon D. Mayo, Arnold & Porter LLP, San Francisco, CA; Sofia Arguello, PRO HAC VICE, Winston and Strawn LLP, New York, NY; Steven A. Reiss, Weil Gotshal & Manges LLP, New York, NY; Steven Alan Reiss, Weil, Gotshal & Mangesl LLP, New York, NY; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; David L. Yohai, Weil, Gotshal, & Manges, LLP.

For MT Picture Display Corporation of America (New York), Defendant: Gregory Hull, Law Offices of Steven A. Ellenberg, San Jose, CA; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Kris Hue Chau Man, Dewey & LeBoeuf LLP, San Francisco, CA; Steven A. Reiss, Weil Gotshal & Manges LLP, New York, NY.

For Samsung SDI Co., Defendant: Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA.

For Thomson S.A., Defendant: Calvin Lee Litsey, LEAD ATTORNEY, Faegre Baker Daniels LLP, East Palo Alto, CA; Jason de Bretteville, LEAD ATTORNEY, Stradling Yocca Carlson & Rauth, Newport Beach, CA; Robert Andrew**[\*112]** Sacks, LEAD ATTORNEY, Sullivan & Cromwell LLP, Los Angeles, CA; Brendan P. Cullen, Sullivan & Cromwell LLP, Palo Alto, CA; Kathy L. Osborn, Faegre Baker Daniels LLP, Indianapolis, IN; Laura Kabler Oswell, Sullivan & Cromwell LLP, Palo Alto, CA.

For Samsung SDI Co. Ltd, fka Samsung Display Device Company ("Samsung SDI") is a South Korean company, formerly known as Samsung Display Device Co., Defendant: Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Bruce Cobath, PRO HAC VICE, Sheppard Mullin Richter & Hampton LLP, New York, NY; Christopher M. Curran, White & Case, Washington, DC; Douglas L Wald, Washington, DC; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Ian T Simmons, O'Melveny & Myers LLP, Washington, DC; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; John Clayton Everett, PRO HAC VICE, Jr., Morgan, Lewis & Bockius LLP, Washington, DC; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Michelle Park Chiu, Morgan Lewis & Bockius**[\*113]** LLP, San Francisco, CA; Scott A. Stempel, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Sharon D. Mayo, Arnold & Porter LLP, San Francisco, CA; Steven Alan Reiss, Weil, Gotshal & Mangesl LLP, New York, NY; James Landon McGinnis, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Tyler Mark Cunningham, Sheppard Mullin Richter & Hampton.

For Samsung SDI Co., Ltd., Defendant: Bruce Cobath, PRO HAC VICE, Sheppard Mullin Richter & Hampton LLP, New York, NY; Christopher M. Curran, White & Case, Washington, DC; Douglas L Wald, Washington, DC; Dylan Ian Ballard, San Francisco, CA; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Helen Cho Eckert, Sheppard Mullin Richter & Hampton LLP, Los Angeles, CA; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; John Clayton Everett, PRO HAC VICE, Jr., Morgan, Lewis & Bockius LLP, Washington, DC; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Leo David Caseria, Sheppard Mullin Richter Hampton LLP, Los Angeles, CA; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San**[\*114]** Francisco, CA; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Mona Solouki, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Scott A. Stempel, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Sharon D. Mayo, Arnold & Porter LLP, San Francisco, CA; Steven Alan Reiss, Weil, Gotshal & Mangesl LLP, New York, NY; James Landon McGinnis, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Tyler Mark Cunningham, Sheppard Mullin Richter & Hampton.

For Toshiba America Consumer Products, LLC ("TACP") is a limited liability company, is headquartered in Wayne, New Jersey, Defendant: Christopher M. Curran, LEAD ATTORNEY, White & Case, Washington, DC; George L. Paul, LEAD ATTORNEY, White & Case LLP, Washington, DC; Lucius Bernard Lau, LEAD ATTORNEY, White & Case LLP, Washington, DC; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Aya Kobori, PRO HAC VICE, White and Case LLP, New York, NY; Bijal Vijay Vakil, White & Case LLP, Palo Alto, CA; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Ian T Simmons, O'Melveny & Myers LLP, Washington, DC; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Jeremy Kent Ostrander,**[\*115]** White & Case LLP, Palo Alto, CA; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Michael E. Hamburger, White & Case LLP, New York, NY; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Samuel J. Sharp, PRO HAC VICE, Washington, DC; Samuel James Sharp, White and Case LLP, Washington, DC; Tsung-Hui (Danny) Wu, PRO HAC VICE, White and Case LLP, Washington, DC; William H. Bave, III, PRO HAC VICE, New York, NY; Charise Naifeh, White & Case LLP; Dana E. Foster, White and Case LLP, Washington, D.C., DC; Matthew Frutig, White & Case LLP.

For TVP International (USA), Inc, Defendant: Curt Holbreich, LEAD ATTORNEY, Sidley Austin LLP, San Francisco, CA; Mark D. Marino, LEAD ATTORNEY, Kirkpatrick & Lockhart Preston Gates Ellis, Newark, NJ.

For Koninklijke Philips N.V., aka Royal Philips Electronics N.V. ("Royal Philip") is a Dutch company, also known as Royal Philips Electronics N.V., Defendant: Andreas Stargard, LEAD ATTORNEY, PRO HAC VICE, Baker Botts LLP, Washington, DC; Charles M Malaise, Washington, DC; Christopher M. Curran, White & Case, Washington, DC; Douglas L Wald, Washington, DC; Emily L. Maxwell, Esq., HOWREY LLP, San Francisco, CA;**[\*116]** Erik T. Koons, Baker Botts LLP; Ethan E. Litwin, Hughes Hubbard & Reed LLP, New York, NY; Gregg Aaron Myers, Piatnicia Law, San Jose, CA; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; John Clayton Everett, PRO HAC VICE, Jr., Morgan, Lewis & Bockius LLP, Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Joseph Song, Morgan, Lewis & Bockius LLP, San Francisco, CA; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Scott A. Stempel, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Sharon D. Mayo, Arnold & Porter LLP, San Francisco, CA; Steven Alan Reiss, Weil, Gotshal & Mangesl LLP, New York, NY; John M. Taladay, Baker Botts L.L.P., Washington, DC; Richard A. Ripley, RuyakCherian LLP, Washington, DC.

For Matsushita Toshiba Picture Display Co., Ltd., also known as MT Picture Display Co., Ltd., Defendant: Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY.

For MT Picture Display, Defendant: Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY.

For Thomas S.A., Defendant: Calvin Lee Litsey, LEAD ATTORNEY, Faegre Baker Daniels LLP, East Palo Alto, CA; Jason de Bretteville,**[\*117]** Stradling Yocca Carlson & Rauth, Newport Beach, CA.

For Panasonic Corporation, fka Matsushita Electric Industrial Co., Ltd. ("MEI"), is a Japanese entity, Defendant: David L. Yohai, LEAD ATTORNEY, Weil, Gotshal, & Manges, LLP, New York, NY; Gregory Hull, LEAD ATTORNEY, Law Offices of Steven A. Ellenberg, San Jose, CA; Lucia Freda, LEAD ATTORNEY, Weil. Gotshal & Manges LLP; A. Paul Victor, Winston & Strawn LLP, New York, NY; Aldo A. Badini, Winston & Strawn LLP, New York, NY; Amy Lee Stewart, PRO HAC VICE, Rose Law Firm, Little Rock, AR; Bambo Obaro, Weil, Gotshal and Manges, Redwood Shores, CA; Christopher M. Curran, White & Case, Washington, DC; Craig Y. Allison, Bunsow, De Mory, Smith & Allison LLP, Redwood City, CA; David E. Yolkut, PRO HAC VICE, Weil, Gotshal and Manges LLP, New York, NY; Diana Arlen Aguilar, PRO HAC VICE, Weil, Gotshal and Manges, New York, NY; Douglas L Wald, Washington, DC; Eva W. Cole, Winston & Strawn LLP, New York, NY; Gregory Hull, Law Offices of Steven A. Ellenberg, San Jose, CA; James F. Lerner, PRO HAC VICE, Winston & Strawn LLP, New York, NY; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Jennifer Stewart, Winston and Strawn LLP, New York, NY;**[\*118]** John Clayton Everett, PRO HAC VICE, Jr., Morgan, Lewis & Bockius LLP, Washington, DC; John M. Taladay, Baker Botts L.L.P., Washington, DC; John Selim Tschirgi, PRO HAC VICE, Winston and Strawn LLP, NYC, NY; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Kajetan Rozga, PRO HAC VICE, New York, NY; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Kevin B. Goldstein, Weil, Gotshal and Manges LLP, Washington, DC; Kris Hue Chau Man, Dewey & LeBoeuf LLP, San Francisco, CA; Lara Elvidge Veblen, PRO HAC VICE, Weil, Gotshal and Manges LLP, New York, NY; Margaret Anne Keane, DLA Piper LLP, San Francisco, CA; Marjan Hajibandeh, PRO HAC VICE, Weil, Gotshal and Manges LLP, New York, NY; Martin C. Geagan, PRO HAC VICE, Jr., Winston and Strawn LLP, New York, NY; Meaghan Parfitt Thomas-Kennedy, Weil Gotshal and Manges LLP, New York City, NY; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Molly Donovan, Winston & Strawn LLP, New York, NY; Molly M Donovan, PRO HAC VICE, Winston & Strawn LLP, New York, NY; Peter Edward Root, Kaye Scholer LLP, Palo Alto, CA; Ryan Michael Goodland, PRO HAC VICE, Weil, Gotshal and Manges LLP, New York, NY; Scott A. Stempel, PRO**[\*119]** HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Sharon D. Mayo, Arnold & Porter LLP, San Francisco, CA; Sofia Arguello, PRO HAC VICE, Winston and Strawn LLP, New York, NY; Steven A. Reiss, PRO HAC VICE, Weil Gotshal & Manges LLP, New York, NY; Steven Alan Reiss, Weil, Gotshal & Mangesl LLP, New York, NY; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY.

For Daewoo International Corporation ("Daewoo International") is a corporation organized under the laws of Korea, Defendant: Jane E. Willis, LEAD ATTORNEY, Ropes & Gray LLP, Boston, MA; Thad Alan Davis, LEAD ATTORNEY, Gibson, Dunn & Crutcher LLP, San Francisco, CA.

For Daewoo Electronics Corporation, fka Daewoo Electronics Company, Ltd. ("Daewoo Electronics") is a corporation organized under the laws of South Korea, formerly known as Daewoo Electronics Company Ltd., Defendant: Jeffrey Jay Lederman, Winston & Strawn LLP, San Francisco, CA.

For Hitachi Displays, Ltd. ("Hitachi Displays") is a Japanese company, also known as Japan Display Inc, Defendant: Diane Leslie Webb, LEAD ATTORNEY, San Francisco, CA; Eliot A. Adelson, LEAD ATTORNEY, Kirkland & Ellis LLP, San Francisco, CA; John Clayton Everett, LEAD ATTORNEY, PRO HAC**[\*120]** VICE, Jr., Morgan, Lewis & Bockius LLP, Washington, DC; Scott A. Stempel, LEAD ATTORNEY, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Christopher M. Curran, White & Case, Washington, DC; Douglas L Wald, Washington, DC; Ian T Simmons, O'Melveny & Myers LLP, Washington, DC; James Maxwell Cooper, Kessenick Gamma & Free LLP, San Francisco, CA; James Mutchnik, PRO HAC VICE, Chicago, IL; Jason Bruce Allen, Morgan, Lewis & Bockius LLP, San Francisco, CA; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Katherine Hamilton Wheaton, PRO HAC VICE, Chicago, IL; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Sharon D. Mayo, Arnold & Porter LLP, San Francisco, CA; Steven Alan Reiss, Weil, Gotshal & Mangesl LLP, New York, NY; Thomas R. Green, United States Attorney's Office, Northern District of California, Oakkland, CA.

For Hitachi Electronic Devices (USA) ("HEDUS") is a Delaware corporation, Defendant: Eliot A. Adelson, LEAD ATTORNEY, Kirkland & Ellis LLP, San Francisco, CA; John Clayton**[\*121]** Everett, LEAD ATTORNEY, PRO HAC VICE, Jr., Morgan, Lewis & Bockius LLP, Washington, DC; Scott A. Stempel, LEAD ATTORNEY, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Diane Leslie Webb, San Francisco, CA; James Maxwell Cooper, Kessenick Gamma & Free LLP, San Francisco, CA; James Mutchnik, Chicago, IL; Jason Bruce Allen, Shearman & Sterling LLP, San Francisco, CA; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Katherine Hamilton Wheaton, Chicago, IL; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA.

For LG Electronics Taiwan Taipei Co., Ltd. ("LGETT") is a Taiwanese entity, Defendant: Beth Harrison Parker, LEAD ATTORNEY, Bingham McCutchen LLP; D. Eric Shapland, LEAD ATTORNEY, Arnold & Porter LLP, Los Angeles, CA; Eric Daniel Mason, LEAD ATTORNEY, Arnold and Porter, Los Angeles, CA; Hojoon Hwang, LEAD ATTORNEY, Munger Tolles & Olson LLP, San Francisco, CA; John David Lombardo, LEAD ATTORNEY, Arnold & Porter LLP, Los Angeles, CA; Miriam Kim, LEAD ATTORNEY, Munger, Tolles & Olson, San Francisco, CA; Ronald Charles Redcay, LEAD ATTORNEY, Arnold & Porter LLP; Ryan M. Sandrock, LEAD ATTORNEY, Sidley Austin, LLP; Cathleen Hamel Hartge, Munger Tolles and**[\*122]** Olson LLP, San Francisco, CA; Esteban Martin Estrada, Munger Tolles and Olson, Los Angeles, CA; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Jerome Cary Roth, Munger Tolles & Olson LLP, San Francisco, CA; Jessica Barclay-Strobel, Munger, Tolles and Olson LLP, Los Angeles, CA; Marie L. Fiala, Sidley Austin LLP, San Francisco, CA; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Nana Little, Arnold Porter, Los Angeles, CA; Robert E. Freitas, Freitas Angell & Weinberg LLP, Redwood Shores, CA; Robert Brooks Martin, III, Sidley Austin LLP, San Francisco, CA; Samuel R. Miller, Sidley Austin LLP, San Francisco, CA; Sharon D. Mayo, Arnold & Porter LLP, San Francisco, CA; Bethany Woodard Kristovich, Munger Tolles and Olson LLP, Los Angeles, CA; Jonathan Ellis Altman, Munger Tolles and Olson, Los Angeles, CA; Laura K Lin, Munger, Tolles and Olson LLP, San Francisco, CA; William David Temko, Munger, Tolles & Olson LLP, Los Angeles, CA.

For Philips Electronics Industries (Taiwan), Ltd. ("Philips Taiwan") is a Taiwanese company, Defendant: Ethan E. Litwin, Hughes Hubbard & Reed LLP, New York, NY; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY;**[\*123]** Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA.

For Philips da Amazonia Industria Electronica Ltda. ("Philips Brazil") is a Brazilian company, Defendant: David Michael Lisi, Reed Smith LLP, Palo Alto, CA; Ethan E. Litwin, Hughes Hubbard & Reed LLP, New York, NY; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA.

For Samsung SDI (Malaysia) Sdn Bhd. ("Samsung Malaysia") is a Malaysian corporation, Defendant: Bruce Cobath, PRO HAC VICE, Sheppard Mullin Richter & Hampton LLP, New York, NY; Christopher M. Curran, White & Case, Washington, DC; Douglas L Wald, Washington, DC; Dylan Ian Ballard, San Francisco, CA; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Helen Cho Eckert, Sheppard Mullin Richter & Hampton LLP, Los Angeles, CA; Ian T Simmons, O'Melveny & Myers LLP, Washington, DC; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; John Clayton Everett, PRO HAC VICE, Jr., Morgan, Lewis & Bockius LLP, Washington, DC; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Leo**[\*124]** David Caseria, Sheppard Mullin Richter Hampton LLP, Los Angeles, CA; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Mona Solouki, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Scott A. Stempel, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Sharon D. Mayo, Arnold & Porter LLP, San Francisco, CA; Steven Alan Reiss, Weil, Gotshal & Mangesl LLP, New York, NY; Tyler Mark Cunningham, Sheppard Mullin Richter & Hampton, San Francisco, CA; James Landon McGinnis, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA.

For Samsung SDI Mexico S.A. de C.V. ("Samsung SDI Mexico") is a Mexican company, Defendant: Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Bruce Cobath, PRO HAC VICE, Sheppard Mullin Richter & Hampton LLP, New York, NY; Christopher M. Curran, White & Case, Washington, DC; Douglas L Wald, Washington, DC; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Ian T Simmons, O'Melveny & Myers LLP, Washington, DC; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; John Clayton Everett, PRO HAC VICE, Jr., Morgan, Lewis &**[\*125]** Bockius LLP, Washington, DC; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Mona Solouki, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Scott A. Stempel, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Sharon D. Mayo, Arnold & Porter LLP, San Francisco, CA; Steven Alan Reiss, Weil, Gotshal & Mangesl LLP, New York, NY; James Landon McGinnis, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Tyler Mark Cunningham, Sheppard Mullin Richter & Hampton.

For Samsung SDI Brasil Ltda. ("Samsung SDI Brazil") is a Brazilian company, Defendant: Bruce Cobath, PRO HAC VICE, Sheppard Mullin Richter & Hampton LLP, New York, NY; Christopher M. Curran, White & Case, Washington, DC; Douglas L Wald, Washington, DC; Dylan Ian Ballard, San Francisco, CA; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Helen Cho Eckert, Sheppard Mullin Richter & Hampton LLP, Los Angeles, CA; Ian**[\*126]** T Simmons, O'Melveny & Myers LLP, Washington, DC; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; John Clayton Everett, PRO HAC VICE, Jr., Morgan, Lewis & Bockius LLP, Washington, DC; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Leo David Caseria, Sheppard Mullin Richter Hampton LLP, Los Angeles, CA; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Mona Solouki, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Scott A. Stempel, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Sharon D. Mayo, Arnold & Porter LLP, San Francisco, CA; Steven Alan Reiss, Weil, Gotshal & Mangesl LLP, New York, NY; James Landon McGinnis, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Tyler Mark Cunningham, Sheppard Mullin Richter & Hampton.

For Shenzhen Samsung SDI Co. Ltd ("Samsung SDI Shenzhen") is a Chinese company, Defendant: Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Bruce Cobath, PRO HAC VICE, Sheppard Mullin Richter & Hampton**[\*127]** LLP, New York, NY; Christopher M. Curran, White & Case, Washington, DC; Douglas L Wald, Washington, DC; Dylan Ian Ballard, San Francisco, CA; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Ian T Simmons, O'Melveny & Myers LLP, Washington, DC; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; John Clayton Everett, PRO HAC VICE, Jr., Morgan, Lewis & Bockius LLP, Washington, DC; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Leo David Caseria, Sheppard Mullin Richter Hampton LLP, Los Angeles, CA; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Mona Solouki, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Scott A. Stempel, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Sharon D. Mayo, Arnold & Porter LLP, San Francisco, CA; Steven Alan Reiss, Weil, Gotshal & Mangesl LLP, New York, NY; James Landon McGinnis, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Tyler Mark Cunningham, Sheppard Mullin Richter**[\*128]** & Hampton.

For Tianjin Samsung SDI Co., Ltd. ("Samsung SDI Tianjin") is a Chinese company, Defendant: Bruce Cobath, PRO HAC VICE, Sheppard Mullin Richter & Hampton LLP, New York, NY; Christopher M. Curran, White & Case, Washington, DC; Douglas L Wald, Washington, DC; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; John Clayton Everett, PRO HAC VICE, Jr., Morgan, Lewis & Bockius LLP, Washington, DC; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Mona Solouki, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Scott A. Stempel, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Sharon D. Mayo, Arnold & Porter LLP, San Francisco, CA; Steven Alan Reiss, Weil, Gotshal & Mangesl LLP, New York, NY; James Landon McGinnis, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Tyler Mark Cunningham, Sheppard Mullin Richter**[\*129]** & Hampton.

For Toshiba America Consumer Products, Inc. ("TACPI") is a company that is headquartered in Lebanon, Tennessee, Defendant: John Mark Gidley, White & Case LLP, Washington, DC.

For Philips Electronics Industries (Taiwan), Ltd. ("Philips Electronics Taiwan") is a Taiwanese company, Defendant: David Michael Lisi, Reed Smith LLP, Palo Alto, CA; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA.

For Samsung SDI America, Inc. ("Samsung SDI America") is a California corporation, Defendant: Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Christopher M. Curran, White & Case, Washington, DC; Douglas L Wald, Washington, DC; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; John Clayton Everett, PRO HAC VICE, Jr., Morgan, Lewis & Bockius LLP, Washington, DC; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Scott A. Stempel, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Sharon D. Mayo, Arnold & Porter LLP, San Francisco, CA; Steven Alan Reiss, Weil, Gotshal & Mangesl**[\*130]** LLP, New York, NY; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP.

For Hitachi Electronic Devices (USA), Inc. ("HEDUS") is a Delaware corporation, Defendant: Diane Leslie Webb, LEAD ATTORNEY, San Francisco, CA; Michelle Park Chiu, LEAD ATTORNEY, Morgan Lewis & Bockius LLP, San Francisco, CA; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Barack Shem Echols, PRO HAC VICE, Kirkland Ellis LLP, Chicago, IL; Christopher M. Curran, White & Case, Washington, DC; Douglas L Wald, Washington, DC; Eliot A. Adelson, Kirkland & Ellis LLP, San Francisco, CA; James Maxwell Cooper, Kessenick Gamma & Free LLP, San Francisco, CA; James Mutchnik, Chicago, IL; Jason Bruce Allen, Morgan, Lewis & Bockius LLP, San Francisco, CA; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; John Clayton Everett, Jr., Morgan, Lewis & Bockius LLP, Washington, DC; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Katherine Hamilton Wheaton, Chicago, IL; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Scott A. Stempel, Morgan, Lewis Bockius LLP, Washington, DC; Sharon D. Mayo, Arnold & Porter LLP, San Francisco,**[\*131]** CA; Steven Alan Reiss, Weil, Gotshal & Mangesl LLP, New York, NY; Thomas R. Green, United States Attorney's Office, Northern District of California, Oakkland, CA.

For Samtel Color Ltd., Defendant: William Diaz, LEAD ATTORNEY, McDermott Will & Emery LLP, Irvine, CA.

For Beijing Matsushita Color Crt Company, LTD., Defendant: Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Richard Sutton Snyder, Freshfields Bruckhaus Deringer US LLP, Washington, DC.

For Hitachi America, Ltd, Defendant: Eliot A. Adelson, LEAD ATTORNEY, Kirkland & Ellis LLP, San Francisco, CA; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Barack Shem Echols, PRO HAC VICE, Kirkland Ellis LLP, Chicago, IL; Ian T Simmons, O'Melveny & Myers LLP, Washington, DC; James Maxwell Cooper, Kessenick Gamma & Free LLP, San Francisco, CA; James Mutchnik, PRO HAC VICE, Chicago, IL; Jason Bruce Allen, Morgan, Lewis & Bockius LLP, San Francisco, CA; Katherine Hamilton Wheaton, Chicago, IL; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Matthew J. Hertko, PRO HAC VICE, Jones Day, Chicago, IL.

For Hitachi Asia, Ltd., Defendant: Eliot A. Adelson, LEAD ATTORNEY, Kirkland & Ellis LLP, San Francisco,**[\*132]** CA; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Christopher M. Curran, White & Case, Washington, DC; Douglas L Wald, Washington, DC; Ian T Simmons, O'Melveny & Myers LLP, Washington, DC; James Maxwell Cooper, Kessenick Gamma & Free LLP, San Francisco, CA; Jason Bruce Allen, Morgan, Lewis & Bockius LLP, San Francisco, CA; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; John Clayton Everett, Jr., Morgan, Lewis & Bockius LLP, Washington, DC; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Scott A. Stempel, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Sharon D. Mayo, Arnold & Porter LLP, San Francisco, CA; Steven Alan Reiss, Weil, Gotshal & Mangesl LLP, New York, NY.

For Hitachi Displays, Ltd., also known as Japan Display Inc, Defendant: Eliot A. Adelson, LEAD ATTORNEY, Kirkland & Ellis LLP, San Francisco, CA; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Barack Shem Echols, PRO HAC VICE, Kirkland Ellis LLP, Chicago, IL; Christopher M. Curran, White**[\*133]** & Case, Washington, DC; Douglas L Wald, Washington, DC; Ian T Simmons, O'Melveny & Myers LLP, Washington, DC; James Maxwell Cooper, Kessenick Gamma & Free LLP, San Francisco, CA; James Mutchnik, Chicago, IL; Jason Bruce Allen, Morgan, Lewis & Bockius LLP, San Francisco, CA; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; John Clayton Everett, Jr., Morgan, Lewis & Bockius LLP, Washington, DC; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Katherine Hamilton Wheaton, Chicago, IL; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Matthew J. Hertko, PRO HAC VICE, Jones Day, Chicago, IL; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Scott A. Stempel, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Sharon D. Mayo, Arnold & Porter LLP, San Francisco, CA; Steven Alan Reiss, Weil, Gotshal & Mangesl LLP, New York, NY.

For Hitachi Electronic Devices (USA), Defendant: Eliot A. Adelson, LEAD ATTORNEY, Kirkland & Ellis LLP, San Francisco, CA; Ian T Simmons, O'Melveny & Myers LLP, Washington, DC; James**[\*134]** Maxwell Cooper, Kessenick Gamma & Free LLP, San Francisco, CA; James Mutchnik, PRO HAC VICE, Chicago, IL; Jason Bruce Allen, Morgan, Lewis & Bockius LLP, San Francisco, CA; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Katherine Hamilton Wheaton, PRO HAC VICE, Chicago, IL; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Matthew J. Hertko, PRO HAC VICE, Jones Day, Chicago, IL; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA.

For Hitachi Ltd., Defendant: Eliot A. Adelson, LEAD ATTORNEY, Kirkland & Ellis LLP, San Francisco, CA; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Barack Shem Echols, PRO HAC VICE, Kirkland Ellis LLP, Chicago, IL; Christopher M. Curran, White & Case, Washington, DC; Douglas L Wald, Washington, DC; Ian T Simmons, O'Melveny & Myers LLP, Washington, DC; James Maxwell Cooper, Kessenick Gamma & Free LLP, San Francisco, CA; James Mutchnik, PRO HAC VICE, Chicago, IL; Jason Bruce Allen, Morgan, Lewis & Bockius LLP, San Francisco, CA; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; John Clayton Everett, Jr., Morgan, Lewis**[\*135]** & Bockius LLP, Washington, DC; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Katherine Hamilton Wheaton, PRO HAC VICE, Chicago, IL; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Matthew J. Hertko, PRO HAC VICE, Jones Day, Chicago, IL; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Scott A. Stempel, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Sharon D. Mayo, Arnold & Porter LLP, San Francisco, CA; Steven Alan Reiss, Weil, Gotshal & Mangesl LLP, New York, NY.

For Koninklijke Philips N.V., Defendant: "KPNV" Charles M Malaise, LEAD ATTORNEY, Washington, DC; David T. Emanuelson, LEAD ATTORNEY, Baker Botts L.L.P.; Eric Berman, LEAD ATTORNEY, Baker Botts L.L.P., Washington, DC; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Christopher M. Curran, White & Case, Washington, DC; Douglas L Wald, Washington, DC; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; John Clayton Everett, PRO HAC VICE, Jr., Morgan, Lewis & Bockius LLP, Washington, DC; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Joseph A.**[\*136]** Ostoyich, Howrey LLP, Washington, DC; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Marc Howard Kallish, Roetzel & Andress LPA, Chicago, IL; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Richard P. Sobiecki, PRO HAC VICE, Baker Botts LLP, Washington, DC; Scott A. Stempel, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Sharon D. Mayo, Arnold & Porter LLP, San Francisco, CA; Stephen M. Ng, PRO HAC VICE, Baker Botts LLP, Washington, DC; Steven Alan Reiss, Weil, Gotshal & Mangesl LLP, New York, NY; Tiffany Belle Gelott, PRO HAC VICE, Baker Botts LLP, Washington, DC; Van H. Beckwith, PRO HAC VICE, Baker Botts L.L.P., Dallas, TX; Erik T. Koons, Baker Botts LLP.

For LG Electronics Taiwan Taipei Co., Ltd., Defendant: Beth Harrison Parker, LEAD ATTORNEY, Bingham McCutchen LLP; D. Eric Shapland, LEAD ATTORNEY, Heller Ehrman White & McAuliffe LLP, Los Angeles, CA; Douglas L Wald, LEAD ATTORNEY, Washington, DC; Eric Daniel Mason, LEAD ATTORNEY, Arnold and Porter, Los Angeles, CA; James Cooper, LEAD ATTORNEY, Arnold & Porter; John David Lombardo, LEAD ATTORNEY, Arnold**[\*137]** & Porter LLP, Los Angeles, CA; Marie L. Fiala, LEAD ATTORNEY, Sidley Austin LLP; Miriam Kim, LEAD ATTORNEY, Munger, Tolles & Olson, San Francisco, CA; Robert Brooks Martin, LEAD ATTORNEY, III, Sidley Austin LLP; Ronald Charles Redcay, LEAD ATTORNEY, Arnold & Porter LLP; Ryan M. Sandrock, LEAD ATTORNEY, Sidley Austin, LLP, San Francisco, CA; Samuel R. Miller, LEAD ATTORNEY, Sidley Austin LLP; Sharon D. Mayo, LEAD ATTORNEY, Arnold & Porter LLP, San Francisco, CA; Wilson D. Mudge, LEAD ATTORNEY, Arnold and Porter LLP, Washington, DC; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Esteban Martin Estrada, Munger Tolles and Olson, Los Angeles, CA; Hojoon Hwang, Munger Tolles & Olson LLP, San Francisco, CA; Ian T Simmons, O'Melveny & Myers LLP, Washington, DC; Jerome Cary Roth, Munger Tolles & Olson LLP, San Francisco, CA; Jessica Barclay-Strobel, Munger, Tolles and Olson LLP, Los Angeles, CA; Kim YoungSang, ARNOLD & PORTER LLP; William David Temko, Munger, Tolles & Olson LLP, Los Angeles, CA.

For LG Electronics USA, Inc., Defendant: D. Eric Shapland, LEAD ATTORNEY, Arnold & Porter LLP, Los Angeles, CA; Douglas L Wald, LEAD ATTORNEY, Washington, DC; Eric Daniel Mason, LEAD ATTORNEY,**[\*138]** Arnold and Porter, Los Angeles, CA; Miriam Kim, LEAD ATTORNEY, Munger, Tolles & Olson, San Francisco, CA; William David Temko, LEAD ATTORNEY, Munger, Tolles & Olson LLP, Los Angeles, CA; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Cathleen Hamel Hartge, Munger Tolles and Olson LLP, San Francisco, CA; Esteban Martin Estrada, Munger Tolles and Olson, Los Angeles, CA; Gregory J. Weingart, Munger, Tolles and Olson LLP, Los Angeles, CA; Hojoon Hwang, Munger Tolles & Olson LLP, San Francisco, CA; Ian T Simmons, O'Melveny & Myers LLP, Washington, DC; Jason Sheffield Angell, Freitas Angell & Weinberg LLP, Redwood Shores, CA; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Jerome Cary Roth, Munger Tolles & Olson LLP, San Francisco, CA; Jessica Barclay-Strobel, Munger, Tolles and Olson LLP, Los Angeles, CA; Jessica Nicole Leal, Freitas Angell & Weinberg LLP, Redwood Shores, CA; Robert E. Freitas, Freitas Angell & Weinberg LLP, Redwood Shores, CA; Xiaochin Claire Yan, Munger Tolles and Olson, LLP, Los Angeles, CA; Beth Harrison Parker, Bingham McCutchen LLP; Bethany Woodard Kristovich, Munger Tolles and Olson LLP, Los Angeles, CA; James Cooper, Arnold & Porter; John David**[\*139]** Lombardo, Arnold & Porter LLP, Los Angeles, CA; Jonathan Ellis Altman, Munger Tolles and Olson, Los Angeles, CA; Kim YoungSang, ARNOLD & PORTER LLP; Laura K Lin, Munger, Tolles and Olson LLP, San Francisco, CA; Marie L. Fiala, Sidley Austin LLP, San Francisco, CA; Robert Brooks Martin, III, Sidley Austin LLP, San Francisco, CA; Ronald Charles Redcay, Arnold & Porter LLP; Ryan M. Sandrock, Sidley Austin, LLP, San Francisco, CA; Samuel R. Miller, Sidley Austin LLP, San Francisco, CA; Sharon D. Mayo, Arnold & Porter LLP, San Francisco, CA; Wilson D. Mudge, Arnold and Porter LLP, Washington, DC; YongSang Kim.

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For Philips Electronics North America, Defendant: Charles M Malaise, LEAD ATTORNEY, Washington, DC; Jon Vensel Swenson, LEAD ATTORNEY, Baker Botts L.L.P., Palo Alto, CA; David Michael Lisi, Reed Smith LLP, Palo Alto, CA; John M. Taladay, Baker Botts L.L.P., Washington, DC; Joseph A. Ostoyich, Howrey LLP, Washington, DC; Erik T. Koons, Baker Botts LLP.

For Philips da Amazonia Industria Electronica Ltda., Defendant: Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA.

For Samsung Electronics America, Inc., Defendant: David Kendall Roberts, O'Melveny and Myers LLP, Washington, DC; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; James Landon McGinnis, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA.

For Samsung Electronics Co., Ltd, Defendant: Ian T Simmons,**[\*145]** LEAD ATTORNEY, O'Melveny & Myers LLP, Washington, DC; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA.

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For Samsung SDI America, Inc., Defendant: Bruce Cobath, PRO HAC VICE, Sheppard Mullin Richter & Hampton LLP, New York, NY; Christopher M. Curran, White & Case, Washington, DC; Douglas L Wald, Washington, DC; Dylan Ian Ballard, San Francisco, CA; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Helen Cho Eckert, Sheppard Mullin Richter & Hampton LLP, Los Angeles, CA; Ian T Simmons, O'Melveny & Myers LLP, Washington, DC; James Landon McGinnis, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; John Clayton Everett, PRO HAC VICE, Jr., Morgan, Lewis & Bockius LLP, Washington, DC; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Kent**[\*147]** Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Leo David Caseria, Sheppard Mullin Richter Hampton LLP, Los Angeles, CA; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Mona Solouki, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Scott A. Stempel, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Sharon D. Mayo, Arnold & Porter LLP, San Francisco, CA; Steven Alan Reiss, Weil, Gotshal & Mangesl LLP, New York, NY; Tyler Mark Cunningham, Sheppard Mullin Richter & Hampton.

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For Samtel Color,**[\*151]** Ltd., Defendant: William Diaz, McDermott Will & Emery LLP, Irvine, CA.

For Shenzhen Samsung SDI Co. LTD., Defendant: Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Bruce Cobath, PRO HAC VICE, Sheppard Mullin Richter & Hampton LLP, New York, NY; Christopher M. Curran, White & Case, Washington, DC; Douglas L Wald, Washington, DC; Dylan Ian Ballard, San Francisco, CA; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Helen Cho Eckert, Sheppard Mullin Richter & Hampton LLP, Los Angeles, CA; Ian T Simmons, O'Melveny & Myers LLP, Washington, DC; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; John Clayton Everett, PRO HAC VICE, Jr., Morgan, Lewis & Bockius LLP, Washington, DC; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Leo David Caseria, Sheppard Mullin Richter Hampton LLP, Los Angeles, CA; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Mona Solouki, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Scott A. Stempel, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Sharon D. Mayo,**[\*152]** Arnold & Porter LLP, San Francisco, CA; Steven Alan Reiss, Weil, Gotshal & Mangesl LLP, New York, NY; James Landon McGinnis, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Tyler Mark Cunningham, Sheppard Mullin Richter & Hampton.

For Tianjin Samsung SDI Co., Ltd., Defendant: Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Bruce Cobath, PRO HAC VICE, Sheppard Mullin Richter & Hampton LLP, New York, NY; Christopher M. Curran, White & Case, Washington, DC; Douglas L Wald, Washington, DC; Dylan Ian Ballard, San Francisco, CA; Gary L. Halling, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Helen Cho Eckert, Sheppard Mullin Richter & Hampton LLP, Los Angeles, CA; Ian T Simmons, O'Melveny & Myers LLP, Washington, DC; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; John Clayton Everett, PRO HAC VICE, Jr., Morgan, Lewis & Bockius LLP, Washington, DC; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Leo David Caseria, Sheppard Mullin Richter Hampton**[\*153]** LLP, Los Angeles, CA; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Mona Solouki, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Scott A. Stempel, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Sharon D. Mayo, Arnold & Porter LLP, San Francisco, CA; Steven Alan Reiss, Weil, Gotshal & Mangesl LLP, New York, NY; James Landon McGinnis, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Tyler Mark Cunningham, Sheppard Mullin Richter & Hampton.

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For Douglas W. St. John, Objector: Andrea Marie Valdez, Andrea Valdez, Esq., Pasadena, CA; Joseph Scott St. John, Long Beach, MS.

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For Paul Palmer, Individual, Objector: Joseph Darrell Palmer, LEAD ATTORNEY, Carlsbad, CA.

For Donnie Clifton, Objector: Jan Leigh Westfall, LEAD ATTORNEY, Law Offices of Jan Westfall, Menifee, CA.

For Josie Saik, Objector: George Cochran, LEAD ATTORNEY, louisville, ky.

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For Douglas A. Kelley, as Chapter 11 Trustee for Petters Company, Inc. and related entities, and as Receiver for Petters Company, LLC and related entities, Miscellaneous: James M. Lockhart, Lindquist & Vennum, P.L.L.P.; Jessica Lynn Meyer, Lindquist & Vennum, Minneapolis, MN; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; William A. Isaacson, Boies Schiller & Flexner, Washington, DC.

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**Judges:** MARTIN QUINN, SPECIAL MASTER.

**Opinion by:** MARTIN QUINN

**Opinion**

**REPORT AND RECOMMENDATION OF SPECIAL MASTER RE MOTIONS (1) TO APPROVE INDIRECT PURCHASER PLAINTIFFS' SETTLEMENTS WITH THE PHILLIPS, PANASONIC, HITACHI, TOSHIBA, SAMSUNG SDI, TECHNICOLOR, AND TECHNOLOGIES DISPLAYS AMERICAS DEFENDANTS, AND (2) FOR A WARD OF ATTORNEYS' FEES, REIMBURSEMENT OF LITIGATION EXPENSES, AND INCENTIVE AWARDS TO CLASS REPRESENTATIVES**

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**I. INTRODUCTION**

Faced with evaluating a settlement for an all-cash, no-reversion fund of $576,750,000, by all accounts the second-largest indirect purchaser settlement ever, it is tempting to wave a broad brush of approval over the terms and to humbly bless counsel's request for fees. Instead, the Special Master has required extensive briefing, conducted oral argument, and reviewed hundreds of pages of fee and expense billings. Faults were found, and these recommendations reflect both the features of this settlement to be applauded and those to be criticized.

Indirect Purchaser Plaintiffs ("Plaintiffs" or "IPPs") in this matter are seeking an order approving class action settlements with the Phillips,[[1]](#footnote-0)1 Panasonic,[[2]](#footnote-1)2 Hitachi,[[3]](#footnote-2)3 Toshiba,[[4]](#footnote-3)4 Samsung SDI[[5]](#footnote-4)5 and Thomson and TDA Defendants[[6]](#footnote-5)6 (the "Settling Defendants") totaling $541,750,000 pursuant to *Rule 23(e) of the Federal Rules of Civil Procedure* (the "Proposed Settlements"), which states:

"(e) Settlement, Voluntary Dismissal, or Compromise. The claims, issues, or defenses of a certified class may be settled, voluntarily dismissed, or compromised only with the court's approval. The following procedures apply to a proposed settlement, voluntary dismissal, or compromise:**[\*176]**

"(1) The court must direct notice in a reasonable manner to all class members who would be bound by the proposal.

"(2) If the proposal would bind class members, the court may approve it only after a hearing and on finding that it is fair, reasonable, and adequate.

"(3) The parties seeking approval must file a statement identifying any agreement made in connection with the proposal.

"(4) If the class action was previously certified under *Rule 23(b)(3)*, the court may refuse to approve a settlement unless it affords a new opportunity to request exclusion to individual class members who had an earlier opportunity to request exclusion but did not do so.

"(5) Any class member may object to the proposal if it requires court approval under this subdivision (e); the objection may be withdrawn only with the court's approval."

*Fed.R.Civ.P. Rule 23(e)*. Plaintiffs filed a Motion for Preliminary Approval of Class Action Settlement on May 29, 2015, which the Court granted on July 9, 2015.[[7]](#footnote-6)7 Docket Nos. 3861, 3906. Specifically, the Court granted Plaintiffs' motion for preliminary approval of the settlement, it preliminarily certified the Settlement Class, it preliminarily found that the prerequisites to a class action under *Rule 23* were satisfied, it preliminarily**[\*177]** approved the plan of distribution, and it approved the form of notice. Plaintiffs then filed a Motion for Award of Attorneys' Fees, Reimbursement of Litigation Expenses, and Incentive Awards to Class Representatives on September 23, 2015. Docket No. 4071.

If approved, these settlements will resolve all federal and state-law claims against the Settling Defendants of all indirect purchasers of CRTs in the United States during the period March 1, 1995 through November 25, 2007. These claims stem from an alleged conspiracy to fix prices for CRT products indirectly purchased from Defendants. CRT products are defined in the Settlement Agreements to mean cathode ray tubes of any type, (*i.e.*, color display tubes, color picture tubes and monochrome display tubes) and products containing cathode ray tubes. A CRT is a display technology used in televisions,**[\*179]** computer monitors and other specialized applications. Color display tubes ("CDTs") were used to manufacture computer monitors while color picture tubes ("CPTs") were used to manufacture televisions.

The Proposed Settlements are contingent upon the certification by the Court of a Settlement Class, which, as proposed by Plaintiffs, includes a "Nationwide Class" of indirect purchasers of CRT products and "Statewide Damages Classes" of indirect purchasers of CRT products seeking money damages under the laws of 21 states and the District of Columbia (collectively the "Settlement Class"). Approval of the Proposed Settlements also involves approval of the IPPs plan of allocation.

**II. REFERENCE TO THE SPECIAL MASTER**

On September 24, 2015, the Court, pursuant to [*Federal Rule of Civil Procedure 53*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5GYC-22N1-6N19-F034-00000-00&context=), appointed the Special Master "to supervise and preside over all 'designated post-trial matters,'" including "assisting the Court with the approval of the pending settlements in the Indirect-Purchaser Cases, the determination of a fair, reasonable, and adequate aggregate award of attorneys' fees and the reimbursement of expenses to all plaintiffs' counsel, a fair and reasonable division of the aggregate award among plaintiffs' counsel,**[\*180]** and service awards to the named plaintiffs, including any objections to these matters, and dealing with any other matters that the Court may direct him to undertake." Order Appointing Special Master, pp. 2, 3 (Docket No. 4077) ["Appointment Order"]. In the Appointment Order, the Court provided the Special Master with the following authority under [*Rule 53(c)*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5GYC-22N1-6N19-F034-00000-00&context=): setting "the date, time and place for all hearings, [] presid[ing] over hearings (whether telephonic or in-person), [] tak[ing] evidence, [] conduct[ing] telephonic conferences to resolve disputes arising during depositions, [] recommend[ing] contempt sanctions to the Court, and [] issu[ing] orders awarding non-contempt sanctions, including, without limitation, the award of attorneys' fees, as provided by [*Rules 37*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:8JDD-11V2-8T6X-7291-00000-00&context=) and [*45*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5GYC-22N1-6N19-F02J-00000-00&context=)." *Id.*, p.5. The Court also ordered that the Special Master "file any written orders, findings, and/or recommendations with the Court via the Court's Electronic Case Filing ('ECF'), and that such filing "shall fulfill the Special Master's duty to serve his orders on the parties." *Id.*, p.6.

**III. SUMMARY OF CONCLUSIONS**

1. The Court should approve certification of the settlement class.

2. The compensation to the class is fair, reasonable and adequate.

3. The Plan of Allocation is fair, reasonable and adequate**[\*181]** as to class members in the Statewide Damages Classes.

4. The Plan of Allocation is fair, reasonable and adequate as to class members in the Nationwide Class from non-repealer states even though they receive no monetary compensation.

5. The Plan of Allocation is fair, reasonable and adequate as to class members in the Nationwide Class from the three omitted repealer states (Massachusetts, Missouri and New Hampshire) even though they receive no monetary compensation.

6. The Plan of Allocation is **not** fair, reasonable and adequate insofar as it fails to address satisfaction of the terms of the Chunghwa settlement. Lead Counsel is directed to submit a plan that addresses how to correct the identified due process problem, what, if any, additional notice may be required, and a timeline for the Court to address this problem.

7. Notice to the class was reasonable, appropriate under the circumstances, and met due process standards.

8. All objections other than those with respect to the treatment of the Chunghwa settlement are overruled.

9. Attorneys' fees should be awarded to IPP counsel in the amount of $173,250,000, which is equal to 30% of the settlement fund. Class counsel's lodestars should be**[\*182]** computed at current billing rates which total $90,075,076.90. Their lodestars should be reduced by 10% across-the-board to account for inefficiencies and work that did not benefit the class, which results in an adjusted lodestar of $81,067,569. The resulting lodestar multiplier is just under 2.14.

10. The request for approval of litigation expenses in the amount of $7,634,372.50 should be approved.

11. Incentive awards should be approved in the amounts of $15,000 for the 25 court-approved Class Representatives and $5,000 for an additional 15 persons who were not approved by the court but acted as state representatives for a period of time.

**IV. FACTUAL AND PROCEDURAL HISTORY**[[8]](#footnote-7)8

A. Litigation History

Plaintiffs filed their original complaints in various federal courts throughout the country in late 2007 and early 2008. The Judicial Panel on Multidistrict Litigation transferred all related indirect purchaser actions to the Northern District of California, where they were consolidated with similar class actions by direct purchaser plaintiffs. On**[\*183]** May 9, 2008 the Court appointed Mario N. Alioto of Trump, Alioto, Trump & Prescott, LLP as Interim Lead Counsel. Docket No. 47.

The United States Department of Justice ("DOJ") intervened early in the case and requested a stay of all merits discovery pending its criminal investigation. The parties negotiated a Stipulated Order with the DOJ that provided for a stay of all merits discovery until September 12, 2009. Docket No. 379. Pursuant to the DOJ's requests, this stay was extended on several occasions. Docket Nos. 425, 590, 798.

Plaintiffs filed their consolidated amended complaint on March 16, 2009. Docket No. 437. The Defendants filed motions to dismiss that were denied in part and granted in part, with leave to amend certain state law claims. Docket No. 665. On May 10, 2010, Plaintiffs filed their Second Consolidated Amended Complaint. Docket No. 716. Defendants filed a joint motion to dismiss on various state-law grounds that was denied in part and granted in part, with leave to amend certain state law claims. Docket No. 799. On December 11 , 2010, Plaintiffs filed their Third Consolidated Amended Complaint. Docket No. 827. Defendants answered Plaintiffs' complaint on January 26,**[\*184]** 2011. Plaintiffs filed their Fourth Consolidated Amended Complaint on January 10, 2013. Docket No. 1526.

On April 20, 2011, Defendants and Plaintiffs filed a stipulation providing that Plaintiffs would withdraw the finished-CRT-products-conspiracy allegations from their complaint. Docket No. 895. The Court entered an order to that effect on April 22, 2011. Docket No. 904.

The DOJ's stay of merits discovery was partially lifted on March 8, 2010 and Defendants began their rolling production of documents. Most of the Defendant groups comprise multiple entities located around the world. Because many of the Defendants are no longer involved in the CRT business, Plaintiffs traveled to several storage facilities both in the United States and abroad to manually search Defendants' paper records for relevant documents and employed technical experts to restore backup tapes and servers containing relevant information. Plaintiffs also subpoenaed documents and data from the U.S. and Dutch bankruptcy trustees of a former manufacturer of CRTs — LG Philips Displays. In addition, Plaintiffs subpoenaed and negotiated productions of documents and data from over 50 third party retailers, distributors and**[\*185]** CRT television and monitor manufacturers. (Alioto Decl. dtd. 5/29/15 in Support of Motion for Preliminary Approval of Settlements, ¶ 11, Docket No. 3862) ["Alioto Decl. I"]

In response to discovery requests, Defendants produced millions of documents and voluminous data sets. These were loaded into a web-based electronic database and reviewed and analyzed by a team of over 50 attorneys, including attorneys fluent in Korean, Chinese, Japanese and Dutch. In order to use these foreign language documents in the litigation, Plaintiffs obtained certified translations and addressed Defendants' objections to the certified translations. Plaintiffs also retained economists to review and analyze the documents and data and prepare expert reports in support of class certification, liability and damages. Alioto Decl. I, ¶ 12.

Plaintiffs filed their motion for class certification, along with the Declaration of Janet S. Netz, Ph.D., on October 1, 2012. Docket No. 1388. The Special Master held a hearing on the motion and recommended that the Court grant Plaintiffs' motion for class certification and deny Defendants' motion to strike Dr. Netz' expert report. Docket Nos. 1742, 1743. On September 24, 2013,**[\*186]** the Honorable Samuel Conti adopted the Special Master's Reports and Recommendations and certified 22 state-wide classes of indirect purchasers of CRTs. Docket No. 1950. The Ninth Circuit Court of Appeals denied the Defendants' petition to appeal the District Court's order. Docket No. 2283.

Merits depositions began in December, 2012. Each of the 24 class representatives was deposed by Defendants, and Plaintiffs took over 30 depositions of Defendants under [*F.R.C.P. 30(b)(6)*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:8JD7-0CJ2-D6RV-H55F-00000-00&context=) as well as over 70 merits depositions of defense witnesses. Several of these depositions took place in Taiwan, Korea, Mexico and England. There have also been numerous other depositions of expert witnesses, third party resellers of finished products containing CRTs and witnesses for the Direct Action Plaintiffs ("DAPs").[[9]](#footnote-8)9 Dr. Netz, Plaintiffs' expert economist, was deposed five times during the course of the litigation. Alioto Decl. I, ¶ 15.

Plaintiffs**[\*187]** thereafter began preparing for trial, which was originally scheduled to begin on March 9, 2015.[[10]](#footnote-9)10 The parties exchanged expert reports on liability and damages starting in April, 2014 and continuing through September, 2014. These included opening, opposition, rebuttal and sur-rebuttal reports from 17 expert witnesses, all of whom were deposed, some multiple times, regarding their reports. Merits discovery closed on September 5, 2014 but some discovery continued after that cut-off date.

On November 7, 2014, the Defendants filed 36 motions for summary judgment. Eleven of those were directed specifically at Plaintiffs' claims. These motions were fully briefed before the Proposed Settlements were executed. The motions have been withdrawn in light of the Settlements.

The parties then also exchanged trial exhibit lists, witness lists, deposition designations, jury instructions and special verdict forms. They also filed 64 motions *in limine* and other pretrial motions. These motions were briefed in varying degrees before the Proposed Settlements were executed. Pursuant to the Proposed Settlements, the Settling Defendants**[\*188]** have provisionally withdrawn all of the motions pending against Plaintiffs. Docket Nos. 3801, 3802, 3812, 3851, 3852. Alioto Decl. I, ¶ 16-19.

B. Department of Justice Activity

The purported underlying global conspiracy that formed the basis of the Proposed Settlements was investigated by the ***Antitrust*** Division of the United States Department of Justice ("DOJ"). On February 10, 2009, a federal grand jury in San Francisco issued a two-count indictment against C.Y. Lin, the former Chairman and CEO of Defendant Chunghwa Picture Tubes, Ltd., for his participation in a global conspiracy to fix the prices of CRTs used in computer monitors and televisions. That was the first indictment to be issued in the DOJ's investigation into the CRT industry.

The Department of Justice also entered into a criminal plea agreement with Samsung SDI that resulted in a $32 million criminal fine. This agreement encompassed only one type of CRT, however (CDTs for monitors), that was sold to four U.S. customers during a portion of the alleged class period.

C. Other ***Regulatory*** Action

A multinational investigation into defendants' purported price fixing also commenced in November 2007. For example, on November 8, 2007,**[\*189]** ***antitrust*** authorities in Europe, Japan and South Korea raided the offices of manufacturers of CRTs as part of an international investigation of alleged price fixing. And MT Picture Display Co., Ltd., the CRT unit of Defendant Panasonic, was raided by Japan's Fair Trade Commission in November, 2007. Defendant Samsung SDI Co., Ltd. was also raided by South Korea's Fair Trade Commission, which started an investigation into Samsung's CRT business. On November 21, 2007, Defendant Royal Philips publicly disclosed that it too was subject to one or more investigations into anticompetitive conduct in the CRT industry.

In its 2008 Annual Report, Defendant Toshiba reported that "[t]he Group is also being investigated by the [European] Commission and/or the U.S. Department of Justice for potential violations of competition laws with respect to semiconductors, LCD products, cathode ray tubes (CRT) and heavy electrical equipment." And on May 6, 2008, the Hungarian Competition Authority ("HCA") announced its own investigation into the purported CRT cartel.

On October 19, 2013, the European Commission issued findings in a Summary Decision pertaining to its CRT price fixing investigations. These findings**[\*190]** were made available to the public on December 23, 2014.

D. Settlement Activity

Throughout the litigation, the parties engaged in settlement negotiations. On April 18, 2011, Plaintiffs entered into a settlement with Chunghwa Picture Tubes, Ltd. for $10,000,000 cash. The Court granted Preliminary Approval of this settlement on August 9, 2011 and Final Approval on March 22, 2012. Docket Nos. 992, 1105. Pursuant to this settlement's terms, Chunghwa's counsel provided IPP Counsel with information regarding the conspiracy during a series of in-person meetings in February, 2009. Alioto Decl. dtd. 9/23/15, Docket No. 4071-1, ¶ 101 ["Alioto Decl. II"]

On May 18, 2013, Plaintiffs entered into a settlement with LG Electronics, Inc. and LG Electronics USA, Inc. for $25,000,000 cash. The Court granted Preliminary Approval of this settlement on December 9, 2013 and Final Approval on April 18, 2014. Docket Nos. 2248, 2542. Pursuant to this settlement, LG's counsel provided IPP Counsel with an oral proffer of evidence. In addition, IPP counsel interviewed two cooperating LG witnesses. Alioto Decl. II, ¶ 105.

Plaintiffs then entered into settlements with additional Settling Defendants as follows: Phillips**[\*191]** on January 26, 2015 for $175,000,000, Panasonic on January 28, 2015 for $70,000,000, Hitachi on February 19, 2015 for $28,000,000, Toshiba on March 6, 2015 for $30,000,000, Samsung SDI on April 1, 2015 for $225,000,000, and Thomson and TOA on June 10, 2015 for $13,750,000. The specific terms of each of these settlements will be discussed in more detail below.

These settlements were reached in a year of negotiations commencing in early 2014. Two skilled mediators assisted the parties - the Honorable Vaughn Walker (Ret.) and the Honorable Fem Smith (Ret.). The total Settlement Fund recovered on behalf of the IPP class members is $576,750,000 plus accrued interest. There are no coupons or vouchers and there will be no reversion or refund to any defendant under any circumstances. In addition, no *cy pres* distribution is contemplated. Alioto Decl. II, ¶ 107-112.

IPPs filed their motions for preliminary approval of the Proposed Settlements on May 29, 2015. Docket No. 3861. The Court granted preliminary approval on July 9, 2015. Docket No. 3906.

Notice was thereafter published in accordance with the Preliminary Approval Order, which consisted of the following actions:

Direct mailed/emailed notice**[\*192]** to more than ten million unique addresses;

Publication notice in magazines and newspapers;

Digital notice via paid advertisements on Google, Facebook, and other popular websites;

English and Spanish press releases carried by almost 300 domestic and foreign websites;

Notice to the Attorney General of the United States and the Attorneys General of all 50 states;

Publication on the CRT settlement website. Alioto Decl. I, ¶ 38-42, Exh. F & G.

E. Procedures Before the Special Master

As noted, *supra*, the Special Master was appointed on September 24, 2015. Thereafter, multiple iterations of scheduling orders were set forth, but the following schedule for filing motions, objections, responses thereto, the Special Master's Report and Recommendation, and other pleadings was ultimately stipulated to and approved:

(1) October 6, 2015: all objections to Proposed Settlements and attorneys' fees to be submitted to the Court

(2) November 20, 2015:[[11]](#footnote-10)11 submission of all briefs in opposition to the objections

(3) December 9, 2015: submission of all Objectors' reply briefs to opposition[[12]](#footnote-11)12

(4) December 22, 2015: submission of Lead Counsel's response to Objectors' reply briefs[[13]](#footnote-12)13

(5) December 29, 2015: submission of Lead Counsel's**[\*193]** response to California Attorney General's Supplemental Statement of Interest

(6) January 4, 2016: submission of California Attorney General's reply to Lead Counsel's response to Supplemental Statement of Interest

(7) January 5, 2016 at 10:00 a.m.: oral argument before Special Master at the San Francisco office of JAMS

(8) January 13, 2016 at 12:00 p.m.: submission of briefs pertaining to issues concerning the Chunghwa settlement and other issues raised at and after the January 5, 2016 hearing

(9) January 29, 2016: deadline for the Special Master to file Report & Recommendation

(10) February 12, 2016: deadline for objections to Report & Recommendation

(11) February 23, 2016: Deadline for oppositions to objections

(12) March 15, 2016: hearing on final approval of settlement and aggregate attorneys' fees/costs and incentive awards.[[14]](#footnote-13)14

Eleven objections were filed with regard to the Proposed Settlements and attorneys' fees as was one supplemental objection. Docket Nos. 4099, 4101/4125, 4106, 4111, 4112, 4113, 4115/4116, 4119, 4120, 4128, and 4144.[[15]](#footnote-14)15 Two objectors later moved to withdraw their objections. Docket Nos. 4130, 4165.[[16]](#footnote-15)16

On November 20, 2015, IPPs submitted two briefs: (1) IPP's Motion for Final Approval of Settlements; and (2) IPP's Reply Re: Motion for Award of Attorneys' Fees, Reimbursement of Litigation Expenses and Incentive Awards to Class Representatives, in which Counsel for the IPPs seeks to reduce the Proposed Settlements by $192,250,000 for payment of attorneys' fees, $7,670,525.57 for payment of litigation expenses, and $450,000 for payment of incentive awards to the Class Representatives and additional named plaintiffs. No *cy pres* payments are contemplated in the Proposed Settlements. Each of these briefs was accompanied by various declarations and exhibits.

Multiple reply briefs were filed by the Objectors on December 9, 2015 as was a Supplemental Statement of Interest by the California Attorney General seeking to, *inter alia*, move the deadline for filing claims in IPP settlement from**[\*197]** December 7, 2015 to June 30, 2016. One late reply brief was filed on December 15, 2015, but the Special Master denied this objector's motion for leave to file this late reply. Docket No. 4263, affirmed by the Court at Docket No. 4274. As noted, *supra*, because some of the replies raised new issues that were not raised in the previously-filed objections, the Special Master permitted Lead Counsel to file a responsive brief on December 23, 2015 pertaining to the following five specific issues: (1) the release without compensation of class members in certain states (section II of the Cooper/Scarpulla brief)[[17]](#footnote-16)17; (2) issues relating to the Chungwa settlement (section III of the Cooper/Scarpulla brief, and section B.2 of the St. John brief); (3) alleged defects in notice (section IV in the Cooper/Scarpulla brief); (4) the disproportionate size of the Samsung and Phillips settlements (section C of the St. John brief); and (5) the failure to pursue claims of class members in Massachusetts and Missouri (section II.C of the Moore brief). Lead Counsel was also permitted to respond to the California Attorney General's Supplemental Statement of Interest on December 29, 2015. On January 4, 2016, the**[\*198]** Attorney General filed a Reply and a supporting supplemental declaration.

On January 5, 2016, the Special Master heard oral argument on the pending motions and objections. At that argument, several new issues were raised and various issues were complicated by new and additional argument. The Special Master therefore requested that Lead Counsel and some of the objectors make certain submissions in order to supplement the record.

All proceedings before the Special Master have been filed on Case Anywhere, the JAMS e-filing program, in accordance with the Court's order, with a few inadvertent immaterial exceptions and routine e-mails about scheduling and other ministerial matters. The Special Master's orders have also been filed on the Court's ECF system. The Special Master has had conversations with Lead Counsel, the California Attorney General's counsel and certain objector counsel concerning such issues as scheduling, procedures, and supplying material for the Special Master's review.

**v. TERMS OF SETTLEMENT AGREEMENTS**

The Proposed Settlements resolve all federal and state-law claims**[\*200]** brought by Plaintiffs against the Settling Defendants stemming from the Settling Defendants' alleged conspiracy to fix prices for CRT Products indirectly purchased from them. The Proposed Settlements would obligate the Settling Defendants to pay a total of $541,750,000. If approved, these six Proposed Settlements — along with the two previously-approved settlements— would result in the Defendants making total settlement payments of $576,750,000 to indirect purchasers of CRTs.[[18]](#footnote-17)18 Most of the Proposed Settlements also contain cooperation provisions. These provisions would require Settling Defendants to provided specified cooperation to IPPs in the prosecution of any continuing litigation.

The Proposed Settlements are contingent upon the certification by the Court of a Settlement Class, which, as proposed by Plaintiffs, includes a "Nationwide Class" of indirect purchasers of CRT Products and "Statewide Damages Classes" of indirect purchasers of CRT Products seeking**[\*201]** money damages under the laws of 21 states and the District of Columbia (collectively the "Settlement Class").

Specifically, the Proposed Settlements defines the Settlement Classes as follows:[[19]](#footnote-18)19

NATIONWIDE CLASS

All persons and or entities who or which indirectly purchased in the United States for their own use and not for resale, CRT Products manufactured and/or sold by the Defendants, or any subsidiary, affiliate, or alleged co-conspirator thereof, at any time during the period from March 1, 1995 through November 25, 2007. Specifically excluded from this Class are claims on behalf of Illinois persons (as defined by [*740 ILCS 10/4*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5C66-0WY1-6YS3-D062-00000-00&context=)) for purposes of claims under [*740 Ill. Comp. Stat§ 10/7(2)*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5C66-0WY1-6YS3-D065-00000-00&context=), Oregon natural persons (as defined by [*ORS 646.705 (2)*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5812-D6T1-648C-8474-00000-00&context=)) for purposes of claims under [*ORS § 646.775(1)*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5812-D6T1-648C-847P-00000-00&context=), and Washington persons (as defined by [*RCW 19.86.080*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5BB3-VX31-66P3-24J1-00000-00&context=)) for purposes of claims under [*RCW 19.86.080 (1)*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5BB3-VX31-66P3-24J1-00000-00&context=). Also specifically excluded from this Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and, any affiliate, legal representative, heir or assign of any Defendant. Also excluded are named co-conspirators, any federal, state or local government entities, any judicial officer presiding over this action and the members**[\*202]** of his/her immediate family and judicial staff, and any juror assigned to this action.[[20]](#footnote-19)20

INDIRECT PURCHASER STATE CLASSES:[[21]](#footnote-20)21

All persons and or entities in Arizona, California, District of Columbia, Florida, Iowa, Kansas, Maine, Michigan, Minnesota, Mississippi, New Mexico, New York, North Carolina, North Dakota, South Dakota, Tennessee, Vermont, West Virginia, and Wisconsin who or which indirectly purchased for their own use and not for resale, CRT Products manufactured and/or sold by the Defendants, or any subsidiary, affiliate, or alleged co-conspirator thereof, at any time during the period from March 1, 1995 through November 25, 2007.

All persons and entities in Hawaii who or which indirectly purchased for their own use and not for resale CRT Products manufactured and/or sold by the Defendants, or any subsidiary, affiliate, or alleged co-conspirator thereof, at any time from June 25, 2002 through November 25, 2007.

All persons and entities in Nebraska who or which indirectly purchased for their own use and not for resale CRT Products manufactured and/or sold by the Defendants, or any subsidiary, affiliate, or alleged co-conspirator thereof, at any time from July 20, 2002 through November**[\*203]** 25, 2007.

All persons and entities in Nevada who or which indirectly purchased for their own use and not for resale CRT Products manufactured and/or sold by the Defendants, or any subsidiary, affiliate, or alleged co-conspirator thereof, at any time from February 4, 1999 through November 25, 2007.

Specifically excluded from these Classes are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and, any affiliate, legal representative, heir or assign of any Defendant. Also excluded are named co-conspirators, any federal, state or local government entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action.[[22]](#footnote-21)22

Plaintiffs propose to compensate members of the Indirect Purchaser State Class from the $541,750,000 Settlement Fund according to the proposed plan of distribution under which qualifying claimants are eligible to receive a distribution from the Settlement Fund based on the number and type of CRT Products purchased, as documented in the proposed claim form. In exchange for this compensation under the Proposed Settlements, IPPs agreed to the following global release:

"Any and all claims, demands, judgments, actions, suits, causes of action, whether class, individual, or otherwise (whether or not any Class Member has objected to the settlement or makes a claim upon or participates in the Settlement Fund, whether directly, representatively, derivatively, or in any other capacity) that Releasors, or each of them, ever had, now has, or hereafter can, shall,**[\*206]** or may have on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected injuries, damages, and consequences thereof in any way arising out of or relating in any way to any act or omission of the Panasonic Releases (or any of them) or any other entity concerning the manufacture, supply, distribution, sale or pricing of CRT Products up to the date of execution of this Agreement, including but not limited to any conduct alleged, and causes of action asserted or that could have been alleged or asserted, in complaints filed in this Action, including those arising under any federal, state, or foreign ***antitrust***, unfair competition, unfair practices, price discrimination, unitary pricing, unjust enrichment, contract, or trade practice law (the "Released Claims")."

Thus, IPPs and class members will release all federal and state-law claims against a Settling Defendant whose settlement becomes final, "concerning the manufacture, supply, distribution, sales or pricing of CRT Products...", although the release does not include claims for product defect, personal injury or breach of contract. Class members release their claims for**[\*207]** injunctive relief through the Execution Dates of the Proposed Settlements Agreements only. And as will be discussed in more detail, members of the Nationwide Class who are not also members of any Statewide Damages Class will not receive any monetary compensation.

Plaintiffs also propose that notice to Class members would be accomplished by a notice program designed by Joseph Fisher ("Fisher") of The Notice Company. The notice program includes direct mail and e-mail notice to millions of corporations and individual consumers, as well as published notice in newspapers, magazines and online. The notice also directs interested persons to the website, [*www.CRTclaims.com*](http://www.CRTclaims.com), where they can find additional detailed information. *See, infra at VIIC*, for detailed description of Notice Program.

**VI. CERTIFICATION OF SETTLEMENT CLASS**

Before deciding whether the Proposed Settlements should be approved, the Court must first decide whether to finally certify the Settlement Classes. In order to certify a class, the proposed class and proposed class representatives must meet the four prerequisites listed in *Rule 23(a)* — numerosity, commonality, typicality and adequacy of representation. They must also meet one of the**[\*208]** three requirements set forth in *Rule 23(b)*.

There is a key difference in this *Rule 23* evaluation when certifying a class for the purpose of litigating claims and when certifying a class for purposes of settlement, as is the case here. As was pointed out in the Report and Recommendation in [*In re Dynamic Random Access Memory (DRAM)* ***Antitrust*** *Litigation, Master File No. M-02-1486-PJH (MDL No. 148), DRAM Docket No. 2132, 2013 U.S. Dist. LEXIS 188116 (N.D.Cal. January 8, 2013)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5CJ0-9YY1-F04C-T1H0-00000-00&context=):[[23]](#footnote-22)23

Because of the pivotal role and ensuing consequences of the class certification decision, trial courts must conduct a "rigorous analysis" of *Rule 23* 's prerequisites. [*Wal-Mart Stores, Inc. v. Dukes, 564 U.S. 338, 131 S.Ct. 2541, 2551-52, 180 L.Ed.2d 374 (2011)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:534M-F5W1-F04K-F4CT-00000-00&context=); [*In re Hydrogen Peroxide* ***Antitrust*** *Litig., 552 F.3d 305, 315-21 (3d Cir. 2008)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4V8Y-WGY0-TXFX-527F-00000-00&context=); [*In re Initial Pub. Offering Sec. Litig., 471 F.3d 24, 31-42 (2d Cir. 2006)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4MHB-1K20-0038-X0JC-00000-00&context=). The same analytical rigor is required for litigation and settlement certification, but some inquiries essential to litigation class certification are no longer problematic in the settlement context. A key question in a litigation class action is manageability—how the case will or can be tried, and whether there are questions of fact or law that are capable of common proof. But the settlement class presents no management problems because the case will not be tried. Conversely, other inquiries assume heightened importance and heightened scrutiny because of the danger of conflicts of interest, collusion,**[\*209]** and unfair allocation. *See* [*Amchem, 521 U.S. at 620, 117 S.Ct. 2231*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3RV9-HGW0-003B-R17N-00000-00&context=) ("[O]ther specifications of the Rule [23]—those designed to protect absentees by blocking unwarranted or overbroad class definitions—demand undiluted, even heightened, attention in the settlement context.").

*Id.* at p.59 (quoting [*Sullivan v. DB Investments, Inc., 667 F.3d 273, 334-35 (3d Cir. 2011)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:54HN-G291-F04K-K08D-00000-00&context=).

None of the objectors, except Donnie Clifton, (Docket No. 4099, pp.5-7), directly challenges the first three prerequisites set forth in *Rule 23(a)*. Indeed, there is really no legal basis for such a challenge since (1) it is undisputed that millions of people in the United States purchased CRT Products during the class period; thus, the Class readily satisfies the numerosity requirements of *Rule 23*; (2) there are undeniably questions of law and fact common to the Class, including whether the Defendants engaged in a price-fixing conspiracy that injured Plaintiffs when they paid more for CRT Products than they would have absent the alleged price-fixing conspiracy; thus, the commonality prong of *Rule 23(a)* has been satisfied; and**[\*210]** (3) it is clear that the claims of the representative Plaintiffs are typical of the claims of the class members because they all indirectly purchased CRT Products at supra-competitive levels as a result of the alleged price-fixing conspiracy during the relevant time period. In fact, the Special Master has already found as much in his previous Report and Recommendation to the Court on class certification, which involved classes similar in composition to the Settlement Class, and the Court subsequently adopted that Report on Recommendation on September 19, 2013. *See* Class R&R, pp. 15-17, 19, Docket No. 1742; *see also* Docket No. 1950 (Order adopting Class R&R).

Some objectors have directly challenged the fourth prong of *Rule 23(e)* — adequacy of the representation. These objectors are not arguing that there was any collusion in reaching the Proposed Settlement, but, for example, in their objections, Rockhurst University, Gary Talewsky, and Harry Garavanian contend that Class Counsel "failed to adequately represent the Nationwide Class's interests in securing any value for the release of their claims, and in fact seems to have had a conflict with multiple states, or with at least the Massachusetts**[\*211]** and Missouri classes." Docket No. 4113, p.7. Laura Townsend Fortman and John Finn also argued in their objections that there is a conflict of interest between Lead Counsel and the Nationwide Class because Lead Counsel settled claims on behalf of the damages states but then agreed to a broad release of the claims of class members in non-damage states who receive no consideration. (Docket No. 4111); *see also* Clifton Reply to Opposition to Objections, p.2 ("class counsel abandoned all efforts to represent them [all class members] in the settlement negotiations").

While these objections will be addressed in more detail below, it is at least worth briefly mentioning at this juncture that the Special Master has seen nothing in the abundance of evidence that has been introduced in these approval proceedings or through his copious interactions with Class Counsel to indicate that Class Counsel, and in particular Lead Counsel, has failed to provide all Class Members adequate representation, that Class Counsel has any conflict of interest, or that the Class Representatives are not part of the class or that they do not possess the same interest and suffer the same injury as the class members. ***[\*212]****See* [*Amchem Products, Inc. v. Windsor, 521 U.S. 591, 594-95, 117 S. Ct. 2231, 138 L. Ed. 2d 689 (1997)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3RV9-HGW0-003B-R17N-00000-00&context=). Indeed, as noted, *supra*, the representative plaintiffs' interests are directly aligned with those of other members of the Class — the representative plaintiffs were damaged as a result of defendants' allegedly unlawful conduct, and the plaintiffs would have had to prove the same wrongdoing as the absent class members to establish liability. *See* [*Pet Food, 629 F.3d at 349*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:51R0-77T1-652R-100B-00000-00&context=).

The mere fact that "relief varie[s] among the different groups of class members [does] not demonstrate ... conflicting or antagonistic interests within the class" or adequacy of representation issues. [*In re Ins. Brokerage* ***Antitrust*** *Litig., 579 F.3d 241, 272 (3d Cir. 2009)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4X68-2P70-TXFX-52FM-00000-00&context=). Nor does the fact that the settlement fund allocates a larger percentage of the settlement to certain class members. "Instead, the different allocations reflect the relative value of the different claims." *See* [*Pet Food, 629 F.3d at 347*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:51R0-77T1-652R-100B-00000-00&context=). The Special Master is therefore satisfied that this prerequisite has been met. The objectors have failed to demonstrate inadequate representation or any conflict of interest.[[24]](#footnote-23)24

IPPs have also satisfied *Rule 23(b)(3)*'s predominance and superiority criteria. The *Rule 23(b)* predominance inquiry is "readily met in certain cases alleging violations of the ***antitrust*** laws." [*Amchem, 521 U.S. at 615*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3RV9-HGW0-003B-R17N-00000-00&context=) (quoting *Fed.R.Civ.P. 23(b)(3)*). Indeed, "[i]n price-fixing cases, courts repeatedly have held that the existence of the conspiracy is the predominant issue and warrants certification even where significant individual issues are present." [*Thomas & Thomas Rodmakers, Inc. v. Newport Adhesives and Composites, Inc., 209 F.R.D. 159, 167 (C.D.Cal. 2002)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:462F-PWK0-0038-Y381-00000-00&context=).

Such is the case here where the existence of an alleged CRT conspiracy and defendants'**[\*214]** acts in furtherance of the alleged conspiracy are the predominant common questions. The existence of potential individualized damage issues does not alter this fact since courts in this district have recognized that "classes were certified ... regardless whether some members of the class negotiated price individually, or whether — as here — differences among product type, customer class, and method of purchase existed." [*In re Dynamic Random Access Memory (DRAM)* ***Antitrust*** *Litig., 2006 U.S. Dist. LEXIS 39841, 2006 WL 1530166, at \*9 (N.D.Cal. June 5, 2006)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4K6D-5600-TVSH-32YC-00000-00&context=). This is true even if there are individual state law issues, as long as the common issues still outweigh the individual ones. [*Waste Mgmt. Holdings, Inc. v. Mowbray, 208 F.3d 288, 296 (1st Cir. 2000)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3YY6-66G0-0038-X36W-00000-00&context=); *see also* [*Sullivan, 667 F.3d at 301, 303*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:54HN-G291-F04K-K08D-00000-00&context=) ("predominance is not considered deficient merely because claims were subject to the [varying] laws of fifty states..."; instead, "in the settlement context, variations in state ***antitrust***, consumer protection and unjust enrichment laws did not present the types of insuperable obstacles that could render class litigation unmanageable ... since a settlement would eliminate the principal burden of establishing the elements of liability under disparate laws." (internal quotations omitted).

Here, issues that are common to the class predominate — all IPPs are alleged to have paid overcharges that were caused by the defendants' alleged price-fixing**[\*215]** activities. This militates in favor of final certification of the Settlement Class.

With regard to superiority, there is no doubt that the damages of most individual class members are relatively small compared to the cost of litigation, making it difficult for individual class members to adjudicate their claims individually. And even if plaintiffs were to individually proceed to litigation, the court system would then be overwhelmed by the burden of hundreds of thousands of separate actions. IPPs, therefore, have met their burden with regard to the requirements of *Rule 23(b)*.

In light of the above, the Special Master recommends that the Court finally approve the Settlement Classes. All of the prerequisites to a class action under *Federal Rule of Civil Procedure 23* are satisfied for settlement purposes.

**VII. APPROVAL OF PROPOSED SETTLEMENTS**

A. Fairness of Compensation to Class

A class action may not be dismissed, compromised or settled without the express approval of the Court. *Fed.R.Civ.P. 23(e)*. Approval is a three-step process: (1) certification of a settlement class and preliminary approval of the Proposed Settlements; (2) notice to the class; and (3) final approval at a Fairness Hearing, following notice, left to the sound discretion of the trial**[\*216]** judge. *See* [*Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc., 221 F.R.D. 523, 525 (C.D.Cal. 2004)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4CPC-TGR0-0038-Y35K-00000-00&context=); [*Ellis v. Naval Air Rework Facility, 87 F.R.D. 15, 18 (N.D.Cal. 1980)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4P-5JF0-0039-S26P-00000-00&context=) aff'd, [*661 F.2d 939 (9th Cir. 1981)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4864-KMR0-0038-X0RS-00000-00&context=). The Court may issue final approval of a class settlement "only after a hearing and on finding that it is fair, reasonable, and adequate." *Fed.R.Civ.P. 23(e)(2)*; [*In re Bluetooth Headset Prods. Liab. Litig., 654 F.3d 935, 946 (9th Cir. 2011)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:830F-S4K1-652R-82BN-00000-00&context=). *Rule 23(e)*'s primary concern is "the protection of those class members, including the named plaintiffs, whose rights may not have been given due regard by the negotiating parties." [*Officers for Justice v. Civil Serv. Comm'n of the City and Cnty. of San Francisco, 688 F.2d 615, 624 (9th Cir. 1982)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-1XS0-003B-G3JG-00000-00&context=).

In considering final approval of a proposed settlement the Court's discretion is guided by the following factors: (1) the strength of the plaintiffs' case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental participant; and (8) the reaction of class members to the Proposed Settlements. [*Churchill Vill., LLC v. Gen. Elec., 361 F.3d 566, 575 (9th Cir. 2004)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4BY5-1GP0-0038-X1R8-00000-00&context=). "This list is not exhaustive, and different factors may predominate in different factual contexts." [*Torrisi v. Tucson Elec. Power Co., 8 F.3d 1370, 1376 (9th Cir. 1993)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-BN90-003B-P2GM-00000-00&context=). Indeed, the Ninth Circuit has observed that the district court's determination in approving a settlement is nothing more than "an amalgam of delicate balancing, gross approximations and rough**[\*217]** justice." [*Officers for Justice, 688 F.2d at 625*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-1XS0-003B-G3JG-00000-00&context=). But in general, there is a strong judicial policy favoring class settlements. [*Class Plaintiffs v. Seattle, 955 F.2d 1268, 1276 (9th Cir. 1992)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-5XD0-008H-V305-00000-00&context=). Voluntary conciliation and settlement are the preferred means of dispute resolution. [*Officers for Justice, 688 F.2d at 625*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-1XS0-003B-G3JG-00000-00&context=).

Looking at the Proposed Settlements through this legal lens, the Special Master is satisfied that they meet these standards.

1. Strength of IPP's Case

While a proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators in this case, *see* [*Officers for Justice, 688 F.2d at 625*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-1XS0-003B-G3JG-00000-00&context=), there is no doubt that the IPPs would have faced substantial hurdles had the parties not agreed to settlement. Not only would IPPs have had to prove that certain Defendants participated in the conspiracy, they would have also had to prove injury and damages on a class-wide basis. In addition, IPPs would have had to prove that the conspiracy had an impact in the United States; they would have had to show application of the Foreign Trade ***Antitrust*** Improvements Act of 1982; and they would have had to address withdrawal and statutes of limitations defenses. Many of these issues are unsettled and contested. This is not to say that the IPPs would not have prevailed, but their burden would have been an onerous**[\*218]** one, to say the least. This factor, therefore, weighs strongly in favor of approving the Proposed Settlements.

2. Risk, Expense and Complexity of the Litigation

The record is clear that this ***antitrust*** litigation, which has spanned eight years and several continents, alleging a global conspiracy that began more than 20 years ago, has required great effort, expense and risk to the IPPs and their counsel. As noted, *supra*, class counsel engaged in extensive discovery efforts at both the class certification and merits stages. These efforts included ongoing meet and confers, expert discovery involving 17 expert witnesses, and the review of millions of pages of documents, many of which were in Korean, Japanese or Chinese and required certified translations.

Class certification was also quite arduous, complex and time-consuming, taking more than two years. And not only did Class Counsel have to take depositions, review documents and work with experts during this time frame, they also had to defend against Defendants' Daubert motion to strike IPP's expert reports.

And finally, at the summary judgment stage, the IPPs had to respond to the eleven motions (out of 36) that Defendants had filed against**[\*219]** them, and they had to coordinate with other plaintiff groups on responses to the other motions that remained. These motions raised difficult and complex legal and factual issues regarding the FTIA, ***antitrust*** standing, withdrawal from the conspiracy and other dispositive issues.

There was obviously great risk to IPPs in continuing with this litigation. "***Antitrust*** litigation in general, and class action litigation in particular, is unpredictable." [*In re NASDAQ Mkt.-Makers* ***Antitrust*** *Litig., 187 F.R.D. 465, 475 (S.D.N.Y. 1998)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3V2W-08T0-0038-Y0TF-00000-00&context=). "The 'best' case can be lost and the 'worst' case can be won, and juries may find liability but no damages. None of these risks should be underestimated." [*In re Superior Beverage/Glass Container Consol. Pretrial, 133 F.R.D. 119, 127 (N.D.Ill. 1990)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4N-78W0-0054-4046-00000-00&context=). IPPs faced the risk of losing this litigation since proving liability was going to be complicated. This amplified the risk that IPPs might not recover anything for their efforts.

"Generally, unless the settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with uncertain results." [*Ching v. Siemens Indus., Inc., 2014 U.S. Dist. LEXIS 89002, 2014 WL 2926210, at \*4 (N.D.Cal. June 27, 2014)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5CJK-SWB1-F04C-T55H-00000-00&context=). Immediate receipt of money through settlement, even if lower than what could potentially be achieved through ultimate success on the merits, has value to a class, especially when compared to risky and costly continued litigation. *See* [*LaGarde v. Support.com, Inc., 2013 U.S. Dist. LEXIS 42725, 2013 WL 1283325, at \*4 (N.D.Cal. Mar. 26, 2013)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5827-0HG1-F04C-T2NB-00000-00&context=).

While collection**[\*220]** may not have been as high a hurdle here given the size and wealth of the Settling Defendants, they are foreign companies against whom collection efforts may be complex and expensive.

The Special Master is satisfied that the factor of risk and complexity weighs in favor of settlement.

3. Amount Offered in Settlement

This factor is generally considered the most important because the critical component of any settlement is the amount of relief obtained by the class. [*Bayat v. Bank of the West, 2015 U.S. Dist. LEXIS 50416, 2015 WL 1744342, at \*4 (N.D.Cal. Apr. 15, 2015)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5FSF-90X1-F04C-T3X0-00000-00&context=).

Here, as cash consideration for the Proposed Settlements, Defendants have deposited $541,750,000 into an escrow account. The Chunghwa and LG settlements bring that total to $576,750,000. No objector has disputed that this may well be the second largest cash recovery ever obtained on behalf of indirect purchasers. In addition, IPPs obtained valuable cooperation from Defendants, in varying degrees, that will potentially enable them to prosecute the action against, and obtain higher recoveries from the remaining Defendants. This factor favors approval of the Proposed Settlements considerably.

Objector Douglas W. St. John argues that the "vastly disproportionate size of the Samsung and Philips settlements," demonstrates that the**[\*221]** smaller settlements against other defendants were unfair. St. John Reply in Support of Objection, pp. 9-11. While St. John attempts to cast this argument in terms of the settlement's fairness, it is really a challenge to Lead Counsel's request for attorneys' fees and is addressed head-on *infra* at VIII.B.3. To the extent that this objection challenges the adequacy of the settlement, the Special Master rejects it. Lead Counsel has provided evidence that the market shares of both Samsung and Philips increased during the litigation and that their settlement amounts are roughly proportionate to their market shares, their core roles in the conspiracy and the evidence against them. IPP Reply re Final Approval of Settlements, dtd. 12/23/15, p. 17. (filed on Case Anywhere).

4. Extent of Discovery and Stage of Proceedings

This factor "evaluates whether 'the parties have sufficient information to make an informed decision about settlement.'" [*Larsen v. Trader Joe's Company, 2014 U.S. Dist. LEXIS 95538, 2014 WL 3404531, at \*5 (N.D.Cal. July 11, 2014)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5CNK-B951-F04C-T2JR-00000-00&context=). Formal discovery is not a requirement for final settlement approval; "[r]ather, the court's focus is on whether the parties carefully investigated the claims before reaching a resolution." [*Bellinghausen v. Tractor Supply Co., 306 F.R.D. 245, 257 (N.D.Cal. 2015)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5FJP-7MT1-F04C-T2WY-00000-00&context=).

Here, significant discovery was already completed by the time the parties**[\*222]** reached their settlement agreements. IPPs and their experts had already searched, reviewed and analyzed millions of pages of documents and voluminous data sets produced by defendants, the DAPs and third parties, and various parties to the litigation had already taken over 250 depositions. In addition, the parties had already exchanged expert reports on liability and damages, including opening, opposition, rebuttal and sur-rebuttal reports from 17 expert witnesses, all of whom were deposed, often multiple times, regarding the reports that they had prepared.

In anticipation of trial, the parties had also exchanged trial exhibit lists, witness lists, deposition designations, jury instructions and special verdict forms. They had also filed 64 motions *in limine* and other pretrial motions. These motions were briefed in varying degrees before the Proposed Settlements were executed.

In light of this extensive discovery (and preparation for trial), IPP counsel were in a solid position to assess the value of the case. This factor weighs heavily in favor of settlement.

5. Experience and Views of Lead Counsel

"Parties represented by competent counsel are better positioned than courts to produce a**[\*223]** settlement that fairly reflects each party's expected outcome in litigation." [*Rodriguez v. West Publishing Corp., 563 F.3d 948, 967 (9th Cir. 2009)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4W4S-JFH0-TXFX-D3F8-00000-00&context=). Consequently, "'[t]he recommendations of plaintiffs' counsel should be given a presumption of reasonableness.'" [*In re Omnivision Techns., Inc., 559 F.Supp.2d 1036, 1043 (N.D.Cal. 2008)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4RJC-WNK0-TXFP-C1WB-00000-00&context=); [*Ellis, 87 F.R.D. at 18*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4P-5JF0-0039-S26P-00000-00&context=) ("[T]he fact that experienced counsel involved in the case approved the settlement after hard-fought negotiations is entitled to considerable weight" when approving a settlement agreement); *see also* [*In re Paine Webber Ltd. Partnerships Litig., 171 F.R.D. 104, 125 (S.D.N.Y.)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3SMJ-NYV0-00B1-F1MS-00000-00&context=) aff'd sub nom. [*In re Paine Webber Inc. Ltd. Partnerships Litig., 117 F.3d 721 (2d Cir. 1997)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-DT30-00B1-D4MP-00000-00&context=).

Here, it is undisputed that Lead Counsel and counsel for Defendants are experienced litigators, that Lead Counsel oversaw and was involved in every aspect of this litigation and that Lead Counsel had a thorough understanding of the evidence and all of the claims and defenses involved in this case. *See* Docket 4073-1 (Lead Counsel CV). It engenders further confidence that Hon. Vaughn Walker and Hon. Fem Smith provided their experienced input into the parties' settlement negotiations.

This factor therefore militates in favor of approval of the Proposed Settlements.

6. Government Participation

The Class Action Fairness Act, or "CAFA," requires that notice of a settlement be given to state and federal officials and provides those officials a window of time to comment. [*28 U.S.C. § 1715(b)*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:4YF7-GRX1-NRF4-428T-00000-00&context=). "Although CAFA does not create**[\*224]** an affirmative duty for either state or federal officials to take any action in response to a class action settlement, CAFA presumes that once put on notice, state or federal officials will raise any concerns that they may have during the normal course of the class action settlement procedures." [*Garner v. State Farm Mutual Automobile Ins. Co., 2010 U.S. Dist. LEXIS 49477, 2010 WL 1687832, at \*14 (N.D.Cal. Apr. 22, 2010)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:7YH6-HMF1-2RHJ-Y0WN-00000-00&context=).

Here, the Department of Justice and all state attorneys general received CAFA notices of these settlements from each of the settling defendants. Other than the California Attorney General, who filed a Statement of Interest asserting various conditional objections, no other governmental official has raised any concern regarding the settlements. This fact favors approval of the Proposed Settlements. *See* [*In re LinkedIn User Privacy Litig., 309 F.R.D. 573, 2015 WL 5440975, at \*1 (N.D.Cal. Sept. 15, 2015)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5GXW-8H51-F04C-T1MG-00000-00&context=).

With regard to the California Attorney General's Statement of Interest, which the Attorney General supplemented on December 9, 2015, the Attorney General raised the following concerns: (1) the notice program that IPPs implemented was insufficient to assure that California natural persons had a fair and equitable opportunity to claim from the Proposed Settlements, particularly since the notice program did not utilize television advertising; (2) reimbursement on claims should be capped at single**[\*225]** rather than trebled damages; (3) a residual *cy pres* fund should be established for the benefit of natural persons in the state-specific damages classes; and (4) the final date for filing claims should be extended to June 30, 2016 in order to increase claims from natural persons and efficiently coordinate California state and federal proceedings.

With regard to extension of the claim deadline, the Special Master issued a Report and Recommendation on January 6, 2016 (Docket No. 4281), recommending that the Court extend the claim deadline for California natural persons only to June 30, 2016, and that Lead Counsel for the IPP's give notice of such extension on the IPP claim website. With regard to the concerns about the adequacy of notice, at the January 5, 2016, hearing the Special Master ordered Lead Counsel to produce data concerning claims that have been received to date.

The Special Master rejects the requests of the Attorney General as to inadequacy of notice, establishment of a *cy pres* fund, and applying a damage cap based on single rather than treble damages. As to notice, the Attorney General acknowledges that the notice program satisfied due process and *Rule 23*. While the Attorney General**[\*226]** advocates for a more "optimal" notice program that would have included television advertising, the Attorney General has cited no persuasive authority for the proposition that television advertising is required, particularly when the rest of the notice program had a sufficiently expansive reach. *See* [*In re Google Referrer Header Privacy Litig., 87 F.Supp.3d 1122, 1138 (N.D.Cal. 2015)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5FNG-GDV1-F04C-T1N7-00000-00&context=).

As to *cy pres* the Second Circuit in [*Masters v. Wilhelmina Model Agency, Inc., 473 F.3d 423 (2d Cir. 2007)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4MRR-4Y70-0038-X2GX-00000-00&context=) rejected an approach similar to the Attorney General's proposal. The Second Circuit found that the district court had erred in allowing a *cy pres* distribution without considering a distribution of excess funds as treble damages to the class. [*Id. at 436*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4MRR-4Y70-0038-X2GX-00000-00&context=). The Attorney General has cited no case that holds that *cy pres* should take precedence over treble damages.

As to capping claims at single rather than treble damages, the Attorney General relies on [*In re Lupron Mktg. & Sales Practices Litig., 677 F.3d 21, 26 (1st Cir. 2012)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:55GJ-HH71-F04K-H014-00000-00&context=) but *Lupron* is plainly distinguishable. In *Lupron*, the court approved the district court's decision to make a *cy pres* distribution instead of using the residual funds to award treble damages. [*Id. at 34*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:55GJ-HH71-F04K-H014-00000-00&context=). But in that case claimants had already received distributions of 167% of their damages. In the end, whether to pay residual funds as treble damages to claimants, or to create a *cy pres* fund, is within the discretion of class counsel**[\*227]** and ultimately the Court. Where in doubt, it is proper to favor payment of residual sums to class members. [*Masters, 473 F.3d at 436*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4MRR-4Y70-0038-X2GX-00000-00&context=).

7. Reaction of Class Members to the Proposed Settlements

IPP's Notice Program reached millions of consumers who purchased CRT televisions and computers. *See* Fisher Decl., ¶ 18. Only 11 objections (with a total of 22 individual objectors) and five requests for exclusion were received. Two objections have since been withdrawn, and two of the requests for exclusion were by DAPs that are already pursuing their own cases. Moreover, two of the objections — those from Paul Palmer (which was withdrawn) and Douglas St. John — are directed at fees only; they do not challenge the sufficiency of the settlement.

These numbers strongly favor approval of the settlement. While a settlement may be approved even if a large number of class members object, when objections come from only a smattering of class members this provides strong support for the fairness of its terms. *See* [*Ellis, 87 F.R.D. at 18*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4P-5JF0-0039-S26P-00000-00&context=); *see also* [*Nat'l Rural Telecomm. Coop., 221 F.R.D. at 529*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4CPC-TGR0-0038-Y35K-00000-00&context=) ("It is established that the absence of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class**[\*228]** members."). Further, when the class involves large corporations that are intimately familiar with civil litigation, the inference of class support when there are only a few objectors is enhanced. *See* [*In re Linerboard* ***Antitrust*** *Litig., 321 F.Supp.2d 619, 629 (E.D.Pa. 2004)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4C88-GNB0-0038-Y283-00000-00&context=).

8. The Proposed Settlements are Fair, Reasonable and Adequate

In summary, the Special Master is satisfied that all criteria for evaluating the Proposed Settlements have been satisfied, and concludes that the terms of the Proposed Settlements are fair, reasonable and adequate. The proposals were not hastily arrived at and there is not a shred of evidence in the record suggesting the existence of collusion between the negotiators. *See* [*Officers for Justice, 688 F.2d at 627*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-1XS0-003B-G3JG-00000-00&context=). Further, the Proposed Settlements have been reached after meaningful discovery and after arms-length negotiations that were conducted by capable counsel. They are, therefore, presumptively fair. *See* [*In re Heritage Bond Litig., 2005 U.S. Dist. LEXIS 13555, 2005 WL 1594403, at \*9 (C.D.Cal. June 10, 2005)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4GK8-DM00-TVSH-338J-00000-00&context=); [*In re Tableware* ***Antitrust*** *Litig., 484 F.Supp.2d 1078, 1079 (N.D.Cal. 2007)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4NKC-G2B0-TVSH-33DN-00000-00&context=) (quoting [*In re General Motors Corp., 55 F.3d 768, 784 (3d Cir. 1995)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-FND0-001T-D2GH-00000-00&context=) ("This preliminary determination establishes an initial presumption of fairness.") Therefore, objectors bear the burden of establishing that the settlement is not fair, reasonable and adequate. *See* [*United States v. Oregon, 913 F.2d 576, 581 (9th Cir. 1990)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-3040-003B-526H-00000-00&context=). Objectors have not come close to carrying that burden.

The Special Master now addresses the proposed plan of allocation.

B. Fairness of Allocation Plan**[\*229]**

Approving a plan for the allocation of a class settlement fund is governed by the same legal standards that apply to approving the settlement terms: the distribution plan must be "fair, reasonable and adequate." [*In re Citric Acid* ***Antitrust*** *Litig., 145 F.Supp.2d 1152, 1154 (N.D.Cal. 2001)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:438S-JRX0-0038-Y2BW-00000-00&context=) A plan of allocation that reimburses class members based on the type and extent of their injuries is generally reasonable. *See id.*; [*Omnivision, 559 F.Supp.2d at 1045*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4RJC-WNK0-TXFP-C1WB-00000-00&context=). Indeed, in this District, a "*pro-rata* [plan] for allocation has been used in many ***antitrust*** cases." [*In re TFT-LCD (Flat Panel)* ***Antitrust*** *Litig., 2011 U.S. Dist. LEXIS 154288, 2011 WL 7575004, at \*4 (N.D.Cal. Dec. 27, 2011)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:557G-Y4J1-JCNB-300T-00000-00&context=); *see also* [*In re Vitamins* ***Antitrust*** *Litig., 2000 U.S. Dist. LEXIS 8931, 2000 WL 1737867, at \*6 (D.D.C. Mar.31, 2000)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:40MK-HRN0-0038-Y10B-00000-00&context=); [*In re Lloyds' Am. Trust Fund Litig., 2002 U.S. Dist. LEXIS 22663, 2002 WL 31663577, at \*19 (S.D.N.Y. Nov.26, 2002)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:479M-V9Y0-0038-Y4P7-00000-00&context=); [*PaineWebber, 171 F.R.D. at 135*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3SMJ-NYV0-00B1-F1MS-00000-00&context=).

1. Summary of Allocation Plan

IPP class members will of course obtain compensation only for the overcharges they paid on CRT products, not for the entire purchase price. IPPs propose to compensate members of the Indirect Purchaser State Class according to a plan of distribution that allows qualifying claimants to claim their pro-rata share of the Settlement Fund based on the total number of valid claims filed and on the number and type of CRT Products that each claimant purchased during the class period.[[25]](#footnote-24)26 For example, the Settlement Administrator will initially compute the straight pro-rata distribution of the available Settlement Fund among all claims product purchases, with claims for Standard CRT Televisions (televisions with a**[\*230]** screen size of less than 30 inches) receiving a weight of 1, Large CRT Televisions (televisions with a screen size of 30 inches or larger) receiving a weight of 4.3, and CRT Computer Monitors receiving a weight of 3. As Lead Counsel explains, the weighting of the different CRT Products in this manner is necessary to reflect the relative harm to purchasers of those products as set forth by the data produced by Plaintiffs' expert, Dr. Janet Netz. Alioto Decl. I, ¶ 44-45.

For example, the data produced in this case shows that the CRTs used in televisions with a screen size of 30 inches or larger were significantly more expensive than the CRTs used in televisions less than 30 inches. *Id.*, ¶¶44, 45. It therefore became**[\*231]** necessary to create two categories for CRT televisions (Standard CRT Televisions and Large CRT Televisions) to ensure that purchasers of Large CRT Televisions are properly compensated. *Id.*, ¶45. In addition, based on Dr. Netz' findings that the overcharge on monitor tubes was more than twice the overcharge on television tubes, it is appropriate to give greater weight to CRT Computer Monitors than Standard CRT televisions. *Id.*, ¶46. However, the data produced in this case also shows that Large CRT Televisions contain the largest, most expensive CRTs. On average, they are approximately twice the size and four times the price of CRTs used in monitors. So, even though Dr. Netz found the overcharge percentage on television tubes to be less than for monitor tubes, the average dollar overcharge is greater for Large CRT Televisions than for CRT Computer Monitors. *Id.*, ¶47.

When allocating the settlement funds, the Settlement Administrator will also determine a minimum payment amount. Lead Counsel contends that, based on historical claim rates, it is expected that there will be sufficient funds to distribute a minimum payment of at least $25 to eligible class members who submit a valid claim**[\*232]** form. This will incentivize small purchasers to file a claim despite the fact that their straight pro-rata distribution amount would be relatively small and will ensure that small claimants (*i.e.*, most individual consumers) receive meaningful compensation for their participation in the claims process. Lead Counsel contends that he will seek the Court's approval for the minimum payment amount when the data from the actual claims process is available. *Id.*, ¶48.

The Settlement Administrator will also apply a maximum payment amount of three times the estimated money damages per claimant, thereby recognizing the potential that the IPP class may have obtained an award of treble damages.

Upon final approval, none of the Settlement Fund will revert to any defendant. And as discussed further below, members of the Nationwide Class who are not also members of any Statewide Damages Class will not receive any monetary compensation. *Id.*, ¶50.

2. Treatment of Class Members in the Non-Repealer States

Basically, only claimants from the 21 states and District of Columbia in the Indirect Purchaser State Classes will get money. Members of the Nationwide Class who are not also members of the 22 State Classes**[\*233]** will release their claims for injunctive relief, equitable monetary relief and damages without obtaining any monetary consideration. Several objectors contend that this arrangement is not fair, reasonable and adequate. *See* Docket No. 4111 (Fortman/Finn objection), pp.2-6; Docket No. 4112 (Williams), pp.11-12; Docket No. 4116 (Cooper/Scarpulla objection), pp.2-5; Docket No. 4144 (Gianasca, *et al* objection), pp.3-5. Lead Counsel maintains that releasing these claims is appropriate because they are either completely speculative or have absolutely no value. This is a highly contentious issue that warrants significant attention.

As the Court well knows, non-repealer states are states that have failed to enact repealer statutes to reject the holding of [*Illinois Brick Co. v. Illinois, 431 U.S. 720, 97 S. Ct. 2061, 52 L. Ed. 2d 707 (1977)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-9DJ0-003B-S1WY-00000-00&context=). In *Illinois Brick*, almost 40 years ago the Supreme Court prohibited the "offensive" use of pass-on evidence to establish ***antitrust*** liability, which has effectively barred a downstream customer from showing under federal law that he had paid an illegal overcharge passed-on to him by an upstream purchaser of the defendants' product. Following *Illinois Brick*, approximately half the states by either statutes or court decisions re-conferred on**[\*234]** indirect purchasers the right to recover for pass-on overcharges under state ***antitrust*** laws and/or consumer protection statutes. States that have passed such laws are known in the trade as "repealer" states, while the remaining states are known as "non-repealer" states. Here, 26 of the 29 states that are excluded from the Indirect Purchaser State Classes are non-repealer states. The other three states — Massachusetts, New Hampshire and Missouri — are repealer states that were omitted from the State Classes for various reasons. They will be addressed separately.

a. Claims raised in the operative Fourth Consolidated Amended Complaint

Objectors contend that Class Counsel made but failed to pursue claims for various kinds of relief on behalf of class members in non-repealer states. Lead Counsel responds that claims for monetary compensation for non-repealer states were never asserted. Thus, we begin by examining the claims actually asserted.

Plaintiffs representing the 22 Indirect Purchaser State Classes filed their consolidated amended complaint on March 16, 2009. On May 10, 2010, Plaintiffs filed their Second Consolidated Amended Complaint, and on December 11, 2010, Plaintiffs filed their**[\*235]** Third Consolidated Amended Complaint. Plaintiffs filed their Fourth Consolidated Amended Complaint on January 10, 2013, the currently operative complaint.

In their Fourth Consolidated Amended Complaint, Plaintiffs brought the following claims on behalf of themselves, the Indirect Purchaser State Classes, and the Nationwide Class. Docket No. 1526, ¶¶243-244. (1) Violation of *Section 1 of the Sherman Act*, seeking injunctive relief pursuant to Section 16 of the Clayton Act, [*15 U.S.C. § 26*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:4YF7-GN71-NRF4-41ND-00000-00&context=) on behalf of Plaintiffs and the Nationwide Class, *id.*, ¶¶247-256; (2) Violation of State ***Antitrust*** Statutes, seeking "all forms of relief available" under each state's statute for Plaintiffs and the members of each State Class, *id.* ¶¶257-278; (3) Violation of State Consumer Protection and Unfair Competition Statutes, seeking relief for (a) Plaintiffs and members of the Indirect Purchaser Class from Florida, Hawaii, Nebraska, New Mexico, North Carolina and Vermont for "all relief available" under these state's statues, *id.* ¶¶282-285, 287-288; (b) equitable relief, such as restitution and disgorgement, for California plaintiffs and the members of the California Indirect Purchaser Class, *id.*, ¶281; (c) "actual damages" for injuries to New**[\*236]** York plaintiffs and members of the New York Indirect Purchaser Class, *id.*, ¶286; and (4) Unjust Enrichment and Disgorgement of Profits, seeking disgorgement of profits resulting from overpayments and establishment of a constructive trust for plaintiffs and members of the Indirect Purchaser Class from Arizona, California, District of Columbia, Iowa, Maine, Michigan, New Mexico and South Dakota. *Id.*, ¶¶289-292.

The prayer for relief seeks to "recover damages, as provided by the state ***antitrust***, consumer protection, and unfair competition laws alleged herein, and that a joint and several judgments in favor of Plaintiffs and the Classes be entered against the Defendants in an amount to be trebled in accordance with such laws." *Id.*, p.95.C. "Plaintiffs and the Classes" also seek to "be awarded restitution, including disgorgement of profits obtained by Defendants as a result of its acts of unfair competition and acts of unjust enrichment." *Id.*, p.96.E.

The parties dispute whether the Fourth Amended Consolidated Complaint alleged a nationwide disgorgement and unjust enrichment claim. Plaintiffs point to the specific language in the Fourth Claim for Relief that limited such relief to class members from the enumerated**[\*237]** eight states. *See id.*, ¶¶289-292 . Objectors Scarpulla and Cooper, however, point to the broader language in the prayer for relief, which states that "Plaintiffs and the Classes" seek restitution, including disgorgement of profits..." *Id.*, p.96.E (emphasis added). The Special Master concludes that the better reading of these conflicting allegations is to allow the specific to govern the general — the intent of the pleaders seems clearly to have been to limit the equitable relief to the eight listed states, but by mistake they did not conform the broad language of the prayer accordingly. However, as shown below, this argument is unimportant because, whether or not claims for equitable monetary relief were asserted on behalf of class members in non-repealer states, such claims are valueless.

b. Release of injunctive relief claims

The Proposed Settlement releases all claims for injunctive relief on behalf of the Nationwide Class. Thus, class members in the 26 non-repealer states (and the 3 omitted repealer states discussed below) release their injunctive relief claims for no consideration.

The Special Master notes out of the box that the Court has already approved an identical release of all claims**[\*238]** nationwide in connection with the earlier IPP settlement with LG. *See* Docket Nos. 2542, 2511. No objections were raised to that release. This precedent is certainly instructive.

Lead Counsel argues that the release of non-repealer state class members' injunctive relief claims without payment is fair, reasonable and adequate since those claims are not viable. The Special Master agrees. As IPPs explain, "[n]o one disputes that the CRT market is dying and almost all manufacturers, including all of the alleged conspirators, have left the market, making it very unlikely that the alleged conduct could recur in the future." Motion for Final Approval of Settlements, p.32. The unlikelihood of future violations makes an injunction basically worthless, and probably impossible to obtain. *See* [*Parker v. Time Warner Entm't Co., L.P., 631 F.Supp.2d 242, 262 (E.D.N.Y. 2009)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4WPM-8SH0-TXFR-J1X6-00000-00&context=) ["A claim which cannot be proven is worth essentially nothing. Consideration of nothing for releasing a worthless claim is therefore fair, reasonable, and adequate."]; [*Nguyen v. Radient Pharmaceuticals Corp., 2014 U.S. Dist. LEXIS 63312, 2014 WL 1802293, at \*7 (C.D.Cal. May 6, 2014)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5C54-1B51-F04C-T0J0-00000-00&context=) [approving plan of allocation in a securities class action over objection that certain claims were released without compensation]. As this case progressed it became clear that (1) the conspiracy was no longer in effect, and (2) the conduct was**[\*239]** unlikely to recur because Defendants no longer made or sold any meaningful volume of CRT products in the United States. An ***antitrust*** injunction, therefore, would have had little or no practical value to class members. Moreover, an ***antitrust*** injunction would have been difficult to obtain since IPPs could not show a likelihood of future harm. *See* [*United States v. Or. State Med. Soc'y, 343 U.S. 326, 333-34, 72 S. Ct. 690, 96 L. Ed. 978 (1952)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-JHW0-003B-S25D-00000-00&context=) ["The sole function of an action for injunction is to forestall future violations ... We agree with the trial court that conduct discontinued in 1941 does not warrant issuance of an injunction in 1949."] Although the injunctive relief claims here were essentially valueless, defendants are legitimately entitled to a global release from any potential injunctive relief-styled "nuisance" claim. *See* [*Sullivan, 667 F.3d at 310*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:54HN-G291-F04K-K08D-00000-00&context=).

Messrs. Scarpulla and Cooper also suggest that, as in *DRAM*, Lead Counsel could have sought an injunction requiring Defendants to establish a compliance program for their officers and employees regarding U.S. federal and state ***antitrust*** laws. *See* Scarpulla/Cooper 12/9/15 Reply Br., p. 12 (citing *DRAM*, Docket No. 2132, *supra*, pp. 32-33). Such an education program 20 years after this conspiracy began would have been of little practical value to the class. Class Counsel**[\*240]** here did not seek such transparently useless relief, and under the circumstances — particularly since the Court has already approved without objection a settlement on the same terms — release of such claims for non-repealer state class members without monetary consideration was fair, reasonable and adequate.

c. Release of claims for equitable monetary relief

As discussed above, the Special Master thinks that a fair reading of the Fourth Complaint is that it did not assert a claim for restitution or disgorgement under state laws on behalf of the non-repealer states. But whether the Fourth Complaint asserted such claim or not, the same question remains: Is it fair to have not asserted or released such claims on behalf of the non-repealer states without monetary compensation? The answer turns on whether such a state law claim would have been viable in light of *Illinois Brick* and its progeny.

Everyone here agrees that "the effect of *Illinois Brick* was to eliminate federal ***antitrust*** recovery for the vast majority of indirect purchasers of price-fixed goods and services." *See* Scarpulla/Cooper Reply in Support of Objections, p.16; *see also DRAM*, Docket No. 2132, p.82. The issue is whether a**[\*241]** state law claim for equitable relief can replace the federal claim barred by *Illinois Brick*.

The case law is clear and consistent in holding that such state law claims are not permissible in indirect purchaser cases. [*In re Digital Music* ***Antitrust*** *Litig., 812 F.Supp.2d 390, 412 (N.D.Cal. 2009)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:53BS-MJB1-JCNC-81P3-00000-00&context=) [unjust enrichment claims under Arkansas, Virginia, Montana and Puerto Rico law barred]; [*In re K-Dur* ***Antitrust*** *Litigation, No. CIV.A. 01-1652 (JAG), 2008 U.S. Dist. LEXIS 71768, 2008 WL 2660780, at \*5 (D.N.J. Feb. 28, 2008)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4THD-F2P0-TXFR-F3BC-00000-00&context=) [unjust enrichment claim barred because it was based on the same facts and as the state ***antitrust*** claims which were not permitted under Pennsylvania, New Jersey or Delaware law]; [*Aikens v. Microsoft Corp., 159 Fed. Appx. 471, 477 (4th Cir. 2005)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4HTM-C200-0038-X03D-00000-00&context=) [unjust enrichment claim barred as attempt to circumvent the prohibition against indirect purchaser claims under Louisiana ***antitrust*** law]; [*Sickles v. Cabot Corp., 379 N.J. Super. 100, 877 A.2d 267, 277 (N.J.Super.Ct. 2005)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4GK3-3JH0-0039-40MF-00000-00&context=) ["[T]o permit an indirect purchaser ... to recast his ***antitrust*** claim as a consumer fraud violation would undermine the standing requirements of the AT A and would ' essentially permit an end run around the policies allowing only direct purchasers to recover under the ***Antitrust*** Act.'"]. Finally, in [*In re New Motor Vehicles Canadian Export* ***Antitrust*** *Litig., 350 F.Supp.2d 160 (D.Me. 2004)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4F03-6V40-TVVK-B2RJ-00000-00&context=), the court opined: "For those states that have maintained the *Illinois Brick* prohibition on indirect purchaser recovery, I conclude that it would subvert the statutory scheme to allow these same indirect purchasers to secure, for the statutory violation, restitutionary relief**[\*242]** at common law (or in equity).")." [*Id. at 211*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4F03-6V40-TVVK-B2RJ-00000-00&context=).

Scarpulla and Cooper contend that there is a "growing body of law recognizing the viability of Clayton Act equitable monetary claims for indirect purchasers arising from violations of *Section 1 of the Sherman Act*." However, their "growing body" of law consists of two cases that are plainly distinguishable and a misreading of a Special Master's report in *DRAM*.

In [*United States v. Keyspan Corp. , 763 F.Supp.2d 633 (S.D.N.Y. 2011)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:524W-GHY1-652J-D25B-00000-00&context=), the Department of Justice was permitted to seek disgorgement of revenues as a remedy for Sherman Action violations as part of a consent decree because "absent disgorgement, the Government is without recourse to remedy *Keyspan 's* anticompetitive conduct." [*Id. at 638-640*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:524W-GHY1-652J-D25B-00000-00&context=). And in [*TFT-LCD (Flat Panel)* ***Antitrust*** *Litig., No. C 10-4346 SI, 2011 U.S. Dist. LEXIS 76562, 2011 WL 2790179, at \*4 (N.D.Cal. July 12, 2011)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:539H-4P01-JCNB-32N8-00000-00&context=), the court, relying on *Keyspan*, concluded that disgorgement was available to the State of Oregon in its indirect purchaser case given "the expansive grant of authority to seek equitable relief under the Oregon ***Antitrust*** Statute." Both these cases involve governmental enforcement efforts and are thus distinguishable from the private indirect purchaser action here. Objectors' reliance on these cases is therefore unpersuasive.

In *DRAM*, Special**[\*243]** Master Renfrew concluded that "the presence of purchasers with claims arising under both repealer and non-repealer state ***antitrust*** and consumer protection statutes presents no impediment to a finding that common questions predominate and the Indirect Purchaser Settlement Class satisfies the requirements of *Rule 23(b)(3)*." *DRAM*, Docket No. 2132, p.84. Special Master Renfrew did not analyze whether non-repealer state consumer protection claims for equitable relief were viable. He merely said that lumping together claims of class members from both repealer and non-repealer states did not destroy predominance. Objectors' reliance on Judge Renfrew's allusion to *Illinois Brick* in *DRAM*, therefore, assumes too much and is unpersuasive.

As with the injunctive claims, the LG settlement released without monetary compensation any equitable monetary relief claims for non-repealer state class members. No objection was raised. Docket Nos. 2542, 2511. This strongly supports the appropriateness of the same ruling with respect to the Proposed Settlements.

Faced with the overwhelming case law barring state law claims for equitable relief that attempt to evade [*Illinois Brick*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-9DJ0-003B-S1WY-00000-00&context=) and state laws barring such ***antitrust*** claims,**[\*244]** Class Counsel reasonably concluded that actively pursuing such a claim would have been quixotic. If such claims were worth little or nothing, releasing them without compensation does not render the Proposed Settlements unfair, unreasonable or inadequate. [*Parker, 631 F.Supp.2d at 262*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4WPM-8SH0-TXFR-J1X6-00000-00&context=) ["A claim which cannot be proven is worth essentially nothing. Consideration of nothing for releasing a worthless claim is therefore fair, reasonable, and adequate."]; [*Omnivision, 559 F.Supp.2d at 1045*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4RJC-WNK0-TXFP-C1WB-00000-00&context=) ["It is reasonable to allocate the settlement funds to class members based on the extent of their injuries or the strength of the claims on the merits."]; [*Booth v. Strategic Realty Trust, Inc., No. 13-cv-04921, 2015 U.S. Dist. LEXIS 140723, 2015 WL 6002919, at \*7 (N.D.Cal. Oct. 15, 2015)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5H58-FF21-F04C-T0C1-00000-00&context=) (Tigar, J.) (same). *See also* [*Nguyen, 2014 U.S. Dist. LEXIS 63312, 2014 WL 1802293*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5C54-1B51-F04C-T0J0-00000-00&context=), in which the court approved a plan of allocation although certain claims were released without compensation, noting: "It is reasonable to allocate the settlement funds to class members based on the extent of their injuries or the strength of their claims on the merits. The record shows that it is very unlikely that the in-and-out traders could have proved recoverable damages." (internal citations omitted). As the *Nguyen* court explained:

"Counsel has also litigated this case thoroughly and aggressively from the start and utilized**[\*245]** expert input to determine the extent of damage and calculation of the instant settlement. The Court sees no reason to disagree with their judgment of their own case on this record, and finds it is highly unlikely the in-and-out traders could prove any damages caused by Radient's alleged misrepresentation. *The Objector is correct that proving in-and-out claims is not impossible, but there is no evidence that the in-and-out traders in this case could have done so. On this basis, the plan of allocation reasonably does not include values for in-and-out shares. The plan of allocation reasonably and fairly represents injuries and claims on the merits*."

[*2014 U.S. Dist. LEXIS 63312, [WL] at \*8*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5C54-1B51-F04C-T0J0-00000-00&context=) (emphasis added)

For these reasons the Special Master concludes that Class Counsel made a justifiable decision to exclude or at least not to actively pursue claims of equitable monetary belief on behalf of non-repealer state class members. The Nationwide Class' release of these claims is fair, adequate and reasonable.

d. Release of claims for damages

Objectors also challenge Lead Counsel's valuation of the damage claims of the purchasers in the non-repealer states. They argue that, "[n]ot only do these class members have standing to assert that their**[\*246]** claims fall into an exception to *Illinois Brick*, they also have standing to argue that *Illinois Brick* should be reconsidered in light of 38 years of developments in the law, economic theory and the analytical tools available to demonstrate pass-on damages." *Id.*

Objectors' position fails for two reasons. First, they do not explain, or cite to any persuasive legal authority that explains, what an "exception" to *Illinois Brick* would be. Second, assessing value to a claim based on the hope that the Supreme Court may reverse 38 years of jurisprudence is to chase an illusion. Lead Counsel had no duty to assert frivolous, hypothetical claims foreclosed by existing law because someday maybe the law will change. As was noted at the January 5, 2016 hearing, while Objectors' arguments provide fascinating speculation for a law review article,[[26]](#footnote-25)27 they do not realistically inform the very practical decision in a class action which claims have merit. The Nationwide Class' release of claims for monetary damages is fair, reasonable and adequate.

3. Treatment of Class Members in Omitted Repealer States:**[\*247]** Massachusetts, Missouri, New Hampshire

Various Objectors challenge the fairness of the Plan of Allocation because Nationwide Class members from Massachusetts, Missouri and New Hampshire were not included in the Indirect Purchaser State Classes. The situation in each state is now addressed.

a. Massachusetts

Massachusetts plaintiffs were initially part of the State Damage Class. They asserted a claim under the Massachusetts Consumer Protection Statute, Mass. Gen. Laws Ch. 93A. However, on February 5, 2010, Special Master Legge found that plaintiffs had failed to plead an essential element of prior notification of defendants, and dismissed the claims with leave to amend. Docket No. 597, pp.29-30. Class Counsel's Second Amended Complaint again failed to plead this element (presumably because no notification had been given), and Special Master Legge dismissed the claim with prejudice in October 2010. Docket Nos. 716, 768, pp.12-14, 796. Massachusetts was omitted from subsequent complaints. Docket Nos. 827, 1526.

Attorneys Bonsignore and Moore, on behalf of their Objector clients, contend (1) that Lead Counsel should have advised potential Massachusetts plaintiffs that their claims had been**[\*248]** dismissed so they could file Direct Action Suits, and (2) that they represented Massachusetts clients who could have served as class representatives. As to notice, Lead Counsel did provide adequate notification in the settlement notices that were sent for both the Chunghwa and LG settlements. *See* Docket Nos. 1063-1, 1063-2, 2511, 2512. As to potential clients who did not assert claims, nothing prevented Mr. Bonsignore or Ms. Moore from proffering fully vetted and qualified plaintiffs to serve as class representatives. If Lead Counsel failed to include their proffered clients, they could themselves, within the almost two years remaining in the limitations period, have initiated direct actions that could have been joined with the MDL. Mr. Bonsignore claims that his client Gianasca was truly "vetted [and] ready to serve" as a representative plaintiff. Docket No. 4144, p.4. Mr. Alioto swears that he "never refused to add a viable plaintiff to this case. I have never excluded a viable plaintiff from this case. I have never committed to add a viable plaintiff to this case and then not done so." Alioto Decl in Support of IPP Motion for Final Approval, dtd. 11/19/15, ¶28 (filed on Case Anywhere.)**[\*249]** ["Alioto Decl. III"] Having reviewed the documents claiming to show that Mr. Bonsignore proffered a viable plaintiff, the Special Master concludes that Mr. Alioto's version of the facts is more credible.

Since Massachusetts claims are now barred by the applicable statute of limitations, no claims can now be added.

b. Missouri

In Missouri, IPPs never asserted a claim because, according to Lead Counsel, no Missouri plaintiff came forward to represent a Missouri class. Special Master Legge had already ruled that each state-specific class must have a named plaintiff in order to proceed. *See* Docket No. 768, pp.5-6; Docket No. 799 (Order adopting R&R). Mr. Bonsignore again claims that he presented Lead Counsel with a viable Missouri class representative in March 2012. Lead Counsel states that he has no record of these communications. Alioto Decl. III, ¶40. Mr. Bonsignore's supplemental filing attached an e-mail purporting to offer a Mr. Perriman as a client. But the document was not authenticated and lacks any indication that Perriman ever purchased any CRT products. Docket No. 4144-5. Once again, the Special Master concludes that Lead Counsel's recitation is more credible.

c. New Hampshire

**[\*250]**As with the Missouri claim, IPPs never asserted a New Hampshire claim because no New Hampshire plaintiff came forward to represent a New Hampshire class. *See* Docket No. 768, pp.5-6; Docket No. 799 (Order adopting R&R). Moreover, another e-mail that Mr. Bonsignore provides to demonstrate that he notified Lead Counsel of a viable New Hampshire class representative contains no showing of when the possible client bought a CRT product or that she had proof of purchase. Docket No. 4144-3. Moreover, the e-mails are dated March, 2012 by which time the 3-year statute of limitations on the New Hampshire Consumer Protection Act ([*N.H. Rev. Stat. § 358-A:2*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:8N5R-4R52-8T6X-70YR-00000-00&context=)) had run.

d. Summary

In the end, it is hypothetically possible that Lead Counsel could have scoured these three states to dredge up a plaintiff, although the Special Master does not believe that was his duty. But the explanation of the difficulties of locating viable plaintiffs is plausible, and counsel for Objectors do not explain why they did not institute direct actions if Lead Counsel indeed failed or refused to join viable plaintiffs. The objections to the settlement on this basis are without merit.

4. The Plan of Allocation with Regard to the Members of the Nationwide Class Who Are Not Members of the Indirect Purchaser State Classes is Fair, Adequate and Reasonable

This plan of allocation is fair, reasonable and adequate as to these members of the Nationwide Class who are not eligible for monetary compensation because Lead Counsel made reasonable, rational, good-faith valuations of the strength of potential claims in non-repealer states based on governing law, and as to the omitted repealer states Lead Counsel did not fail in**[\*251]** his responsibilities to pursue any viable claims from those states. This plan of allocation was already approved by this Court without objection in the LG settlement. Class members in these categories who are unsatisfied with the Proposed Settlements had the opportunity to opt out and pursue their own legal remedies. Courts routinely hold that the opt-out remedy is sufficient to protect class members who are unhappy with the negotiated class action settlement terms. [*Klee v. Nissan N. Am., Inc. , 2015 U.S. Dist. LEXIS 88270, 2015 WL 4538426, at \*8 (C.D.Cal. July 7, 2015)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5GCY-8FK1-F04C-T2FS-00000-00&context=).

5. Objections to Plan of Allocation Based on Chunghwa Settlement

Plaintiffs entered into a settlement with Chunghwa Picture Tubes, Ltd. for $10,000,000 cash. The Court granted preliminary approval of that settlement on August 9, 2011 and final approval on March 22, 2012. Docket Nos. 992, 1105. Although the Chunghwa settlement constitutes a tiny percentage of the total settlement funds in this case, Objectors have raised two troublesome due process issues as to whether the terms of the Chunghwa settlement conflict with the current proposed Plan of Allocation. Cooper/Scarpulla Reply in Support of Objections to IPP Plaintiffs' Motion for Approval of Settlements, dtd. 12/9/15, pp. 24-27 (filed on Case Anywhere). The two purported**[\*252]** conflicts are: (1) the Chunghwa settlement permits resellers of CRT products to recover damages but the current Plan of Allocation does not, and (2) the Chunghwa settlement distributes the net settlement proceeds to 24 states pro rata in accordance with their respective populations in 2000, but the current Plan of Allocation distributes funds pro rata to all eligible claimants without regard to state populations.

Lead Counsel's motion for preliminary approval of the Chunghwa settlement "propose[d] that distribution of settlement funds be deferred until the termination of the case" and that Lead Counsel would "address any allocation issues which arise at that time as well." Docket No. 884, at 18. The preliminary approval Order for the Chunghwa settlement states that "[t]he distribution of the Net Settlement Fund shall be deferred until a later date" and that "Plaintiffs shall propose a method of distribution at that time, which shall be subject to court approval." Docket No. 993, at ¶11. The long form notice of the Chunghwa settlement under heading 10 ("When can I get a payment?") reads as follows:

"No money will be distributed to Settlors yet. The lawyers will pursue the lawsuit against the Non-Settling**[\*253]** Defendants to see if any future settlements or judgments can be obtained in the case and then be distributed together to reduce expenses. It is possible that money will be distributed to organizations who are, as nearly as practicable, representatives of the interests of indirect purchasers of CRT Products instead of Settlors themselves if the cost to process claims would result in small payments to Settlors."

Chunghwa Notice, p.4, Q.10.

Notice was duly given to the Chunghwa Class that stated, as detailed below, that the net funds after payment of attorney's fees and costs would be distributed to all indirect purchasers, including resellers, and to the states pro rata based on their populations. Ultimately, the Final Judgment confirmed the terms of the settlement and stated,

"Without affecting the finality of this Judgment in any way, this Court retains continuing jurisdiction over: (a) implementation of this settlement and any distribution to Class Members pursuant to further orders of this Court; and (b) disposition of the Settlement Fund..." Docket 1106, ¶10.

The currently proposed settlements define members in the Nationwide Class and in the Indirect Purchaser State Classes as indirect**[\*254]** purchasers who purchased CRT Products "for their own use and not for resale. (emphasis added)". Chunghwa, however, negotiated a release on behalf of a Nationwide Class of indirect purchasers that includes resellers as well as end-buyers. Docket No. 884-1 at Ex. 1, ¶1; *see also* Long Form of Notice at Exhibit A, Fisher Chunghwa Notice Declaration, p. 4:

"**7. How do I know if I am one of the Settlors?** The Settlement Class ('Settlors') includes any person or business that indirectly bought in the U.S. (excluding claims under the Washington Unfair Business Practices and Consumer Protection Act) from March 1, 1995 through November 25, 2007, any CRT Product made by the Defendants. Both consumers and resellers are included in the Settlement Class ... (emphasis added)."

Long and Short Forms of Notice at Exhibits A & B of Fisher Chunghwa Notice Declaration, Docket No. 1063.

In addition, the current proposed Plan of Allocation compensates class members using a pro-rata approach per claim. That is, class members in the 22 Indirect Purchaser States will all be treated the same when it comes to distributing the settlement money. However, in Chunghwa funds will be distributed on a pro rata basis to "**[\*255]**[e]ach State listed in the operative complaint for which damage claims are being asserted, plus the states of Illinois and Oregon." Docket No. 993, ¶10, Chunghwa Preliminary Approval Order. The Order continues, stating: "[e]ach state's pro rata share will be determined by computing its population as a percentage of the total population of all states," and "[e]ach of the states shall receive its allocable share at a future date to be approved by the Court." *Id.* The Order contains a chart listing the percentage of the Net Settlement Fund to be distributed to each state.[[27]](#footnote-26)28 Similarly, the Chunghwa Notice to class members explains the following: "Regardless of whether the money is distributed to organizations or the Settlors themselves, the money will first be allocated amongst the 24 states listed on page 1 of this notice, so that each state receives its pro rata share. Each state's pro rata share shall be determined by computing its population as a percentage of the total population of all 24 states using census figures from the year 2000." Long Form Notice, Ex. A, Fisher Chunghwa Notice Declaration, at 4, Docket No. 1063.

In contrast, the current Plan of Allocation makes no such geographical distinctions. Rather, it provides that "qualifying claimants will be eligible to claim their pro-rata share of the Settlement Fund based on the number of valid claims filed, and the number and type of CRT Products each claimant purchased during the class period." Lead Counsel's Memo, pp.22-23. Further, the current settlement excludes payment of the claims of Illinois, Oregon and Washington on behalf of their residents, but in Chunghwa the Court ordered that the states of Illinois and Oregon are to be allocated 8.59% and 2.37% of the Chunghwa Net Settlement Fund. Docket No. 993, at ¶10.

These apparent inconsistencies are relevant to the question of whether the plan of allocation satisfies due process concerns. The Court has finally approved and entered final judgment on the Chunghwa settlement that provides approximately $5,000,000 in compensation, in part for resellers and pursuant to a state-by-state pro rata distribution. Notice has been given of that settlement. IPP counsel now ask the Court to approve a settlement**[\*257]** that pays nothing to resellers and distributes all funds, including the Chunghwa Net Settlement Fund, pro rata to all claimants. This discrepancy raises due process concerns as to both the Chunghwa class and the current Settlement class. The Chunghwa class has been told that their settlement funds will be distributed in part to resellers and pro rata by state. But if the current Plan of Allocation is adopted, the Chunghwa notice will have been inaccurate. The current Proposed Settlement class has been told that all $576,750,000, net of fees and expenses, will be distributed to them pro rata by claimant. Thus, it will contradict that notice if, as Lead Counsel may be proposing (see below), $5 million or any sum were carved out of the $576,500,000 to compensate the Chunghwa class.

Lead Counsel contends there is no fatal inconsistency between the two settlements. First, he notes that the last sentence of the Chunghwa Long Form Notice tells Chunghwa class members that they may ultimately receive nothing. ("It is possible that money will be distributed to organizations who are, as nearly as practicable, representatives of the interests of indirect purchasers of CRT Products instead of Settlors**[\*258]** themselves if the cost to process claims would result in small payments to Settlors.") But that sentence clearly contemplates that class members would receive nothing if a *cy pres* distribution were made. No *cy pres* payment is currently contemplated. Therefore, that sentence cannot be considered adequate notice to the Chunghwa class that their distribution scheme may simply change.

Second, Lead Counsel notes that resellers along with everyone else got notice of the current settlement but that no resellers (who tend to be large, sophisticated corporations) have objected to the current settlement. That is a fair point, but the absence of an objection does not cure a due process problem if one exists.

Third, Lead Counsel seems to intend somehow to carve out funds from the current settlement to comply with the terms of the Chunghwa settlement. In briefing on this issue, he states,

"Once the final Chunghwa Net Settlement Fund is known, the money will be allocated amongst the 24 states in accordance with Paragraph 10 of the Chunghwa Preliminary Approval Order. The Illinois and Oregon AGs will receive their states' pro rata shares (based on a Net Settlement Fund of $5 million, their shares will**[\*259]** be $429,500 and $118,500 respectively). The other 22 states will receive their pro rata shares as part of the pro rata distribution to claimants in those states." Alioto ltr. of 1/13/16 to Special Master, p. 5, fn. 12 (filed on Case Anywhere)

But this falls well short of providing a satisfactory solution. It does not address the problem that the current settlement class will be shortchanged by whatever amount is carved out to satisfy the Chunghwa settlement terms. And it is unclear as to whether there is to be a carve out for the 22 states other than Illinois and Oregon, or whether their Chunghwa compensation will be deemed to have been received by the contemplated pro rata distribution to all claimants. More clarity is needed.

The Special Master has tried hard to find a solution to these Chunghwa issues that will not disrupt approval of this settlement. It is absurd to allow a $5,000,000 tail (the Chunghwa Net Settlement Fund) to wag a $576,750,000 dog. After all, we are talking about .8% of the current settlement fund. However, due process is due process, and final judgments cannot simply be ignored. One approach would be to rely on the language in the Chunghwa final judgment in which**[\*260]** the Court reserved jurisdiction to order how the Chunghwa settlement funds are to be distributed. However, the Special Master cannot in good conscience recommend that the Court rely on this linguistic wiggle room to simply wipe out significant features of the Chunghwa allocation plan. Another approach would be to rely on the case law that permits a district court to make *de minimis* alterations in a class settlement allocation plan without providing additional notice. *In re Groupon Mktg. Sales Practices Litig.*, 593 Fed. App. 699,701 (9th Cir. 2015) [court permitted to eliminate a $75,000 *cy pres* contribution from an $8.5 settlement fund without further notice]. However, again the Special Master does not think that disregarding material terms of a prior noticed and finally approved settlement can fairly be termed *de minimis*, even though the amount at issue here is small in relation to the total settlement.

Accordingly, the allocation plan must be disapproved until the Chunghwa problem is corrected. Lead Counsel is directed to propose a detailed plan to correct the due process problems discussed above: a plan that makes crystal clear how he proposes to satisfy the terms of the Chunghwa**[\*261]** settlement, what (if any) corrective notice he intends to provide and to whom, and a timeline for the Court to deal with this problem.

C. Reasonableness of Notice Plan

Objectors raised several issues with regard to the notice program, including (1) the age and income profile of recipients (Cooper/Scarpulla — Docket No. 4115, Gianasca, *et al* — Docket No. 4119, Rockhurst University, *et al* — Docket No. 4113); (2) notice to foreign residents (Cooper/Scarpulla — Docket No. 4115, Gianasca, *et al* — Docket No. 4119, Rockhurst University, *et al*; (3) notice to non-English speakers (Cooper/Scarpulla — Docket No. 4115, Gianasca, *et al* — Docket No. 4119); (4) the supposed need for televised notice (Cooper/Scarpulla — Docket No. 4115, Gianasca, *et al* — Docket No. 4119, Rockhurst University, *et al* — Docket No. 4113); and (5) the terms of the notice provided to the nationwide class (Rockhurst University, *et al* — Docket No. 4113, Johnson — Docket No. 4128). The California Attorney General also raised a concern about the adequacy of notice to California natural persons, which was discussed at VII.A.6 above.

*Rule 23(c)(2)(B)* requires "the best notice that is practicable under the circumstances, including individual notice**[\*262]** to all members who can be identified through reasonable effort." *Fed.R.Civ.P. 23(c)(2)(B)*. Such notice must "clearly and concisely state in plain, easily understood language," the nature of the action, the class definition, and class members' right to exclude themselves from the class, among other things. *Fed.R.Civ.P. 23(c)(2)(B)*. Further, before granting final approval to a proposed class settlement, the court must "direct notice in a reasonable manner to all class members who would be bound by the proposal." *Fed.R.Civ.P. 23(e)(1)*. While *Rule 23* requires that reasonable efforts be made to reach all class members, it does not require that each individual actually receive notice. [*Silber v. Mabon, 18 F.3d 1449, 1454 (9th Cir. 1994)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-7MF0-003B-P23K-00000-00&context=); *see also* [*Rannis v. Recchia, 380 Fed. Appx. 646, 650 (9th Cir. 2010)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:7YJR-K901-2RHT-006G-00000-00&context=). The Notice Program for the Proposed Settlements meets these standards.

Credible evidence demonstrates that older individuals, those with lower incomes, non-English speakers, foreign residents, non-Internet users, residents of states excluded from the damage recovery, etc. — were not ignored by the Notice Program. Lower-income and/or older class members were notified by way of newspapers, magazine, and website announcements. Joseph Fisher specifically explains how publications that were included in the Notice Program have significant low-income readership. Fisher Decl.,**[\*263]** ¶5b (*TV Guide* where 30% of readers have incomes less than $30,000 and *Parade Magazine*, where 21 % of readers have incomes less than $30,000). Non-Internet users were also sufficiently notified by publishing in *TV Guide, Parade, American Profile, The Wall Street Journal, USA Today, The New York Times, San Francisco Chronicle, El Nueva Dia, People, Time*, and *Sports Illustrated*. Fisher Decl. Reporting on Class Notice, pp. 8-9.

Foreign residents who were in a position to purchase CRT products in the United States during the Class Period fall squarely within the notice efforts. The Summary Notice was published as a press release in 78 foreign-based media outlets in 15 countries, including Canada and Mexico. *See* Fisher Decl., ¶3. Nonresidents living in border regions — particularly those capable of entering the United States for purposes of purchasing a television or computer — are likely to use the internet just like everyone else; thus, they were subject to digital outreach. The impact of these efforts is demonstrated by the fact that claims have already been submitted in this Proposed Settlements by non-U.S. persons with addresses in numerous foreign countries including Canada, Costa Rica,**[\*264]** Germany, Great Britain, Israel, Iceland and Spain. *Id.*, ¶3c.

Specific efforts were made to notify non-English speaking class members. A Spanish language version of the Summary Notice just discussed was disseminated and picked up by 81 media outlets in the United States and abroad. *Id.*, ¶5d. And over 33 million impressions were generated across the Google ad-serving network from advertisements on Google Spanish. *Id.*

Objectors also criticize the lack of televised notice. However, IPPs explain there was good reason to forego television advertising. "As television viewership becomes increasingly fragmented over hundreds of alternative television stations, with many viewers 'cutting their cords' to cable altogether and downloading their television content commercial free via the internet, the choice to use alternative forms of media to reach indirect purchasers of CRT Products is an entirely defensible decision." IPPs Response to Cal. Att. Gen., p.4. In short, on a cost-benefit basis the decision to replace television ads with alternative effective methods was entirely defensible. *See* [*U.S. v. Oregon, 913 F.2d at 581*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-3040-003B-526H-00000-00&context=).

Courts acknowledge that, while there will always be alternative ways to provide notice to a class, all methods**[\*265]** of notice are not required in all cases. *See* [*Google Referrer Header Privacy Litig., 87 F.Supp.3d at 1138*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5FNG-GDV1-F04C-T1N7-00000-00&context=). Thus, Rockhurst University's belief that "a New Media notice campaign may not be the appropriate manner to notice the claimant class herein" does not mean that its proposed "Old Media" campaign is better or legally required. *See id.* Perfection is not the standard when it comes to delivering notice of a class action settlement. Rather, *Rule 23* merely requires "reasonable efforts to reach as many class members as possible through either individual or publication means." [*Silber, 18 F.3d at 1454*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-7MF0-003B-P23K-00000-00&context=).

This was accomplished here. As the Fisher Declaration explains, CRT class members were notified through a carefully designed combination of (1) direct mailed/emailed notice to more than ten million unique addresses (including many of the largest institutional end-users of CRTs) (Fisher Decl., ¶¶8-9; (2) publication notice in magazines and newspapers with collective readership of more than 150 million (*id.*, ¶10); (3) digital notice via paid advertisements on Google, Facebook, and other popular websites (*id.*, ¶¶ 11-12); (4) English and Spanish press releases carried by almost 300 domestic and foreign websites with a total potential audience of over 72 million; and (5) the CRT settlement**[\*266]** website, which has received more than 537,000 unique visitors. Collectively, these efforts reached an estimated 83% of class members with an estimated frequency of 3.1 (*id.*, ¶18d), which is well-within the acceptable range. *See* "Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide," Federal Judicial Center (2010) at 3 (available at [*http://www.fjc.gov/public/pdf.nsf/lookup/NotCheck.pdf/$file/NotCheck.pdf*](http://www.fjc.gov/public/pdf.nsf/lookup/NotCheck.pdf/$file/NotCheck.pdf) (explaining that a court should consider "whether all the notice efforts together will reach a high percentage of the class.").

Objectors Scarpulla and Cooper challenge Fisher's contention the notice campaign reached approximately 83% of class members. They claim that the paid print-media portion of the notice plan would reach only 58% of the target group of potential class members. But Mr. Fisher persuasively explained that his reach and frequency calculations for print media were based on survey data from *GjK MRI*, and for digital media were based on survey data from *comScore*. Fisher Decl., ¶3. No legitimate argument has been proffered that challenges the legitimacy of these two data sources. Moreover, Fisher explains that his calculation properly adjusted for the estimated overlap between print and digital media. The estimated reach for the class demographic**[\*267]** for print media was 57% and the estimated reach for digital media was 61%. The two percentages were not added together as objectors maintain. Rather, the overlap between print and digital was eliminated, resulting in a net reach of 83%. *Id.*

Cooper and Scarpulla also asked the Special Master to engage a neutral expert to report on the effectiveness of the notice given in this litigation. The Special Master finds this unnecessary in light of the persuasive evidence before him to conclude that the Notice Program that has been implemented is fair, adequate and reasonable under the tenets of *Rule 23*. Objectors could have, but did not, submit any contrary expert evidence. "In all cases the court should strike an appropriate balance [in determining the type of notice] between protecting class members and making *Rule 23* workable." [*In re Domestic Air Transp.* ***Antitrust*** *Litig., 148 F.R.D. 297, 335 (N.D.Ga. 1993)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4N-TH10-001T-64HY-00000-00&context=). The notice program appropriately achieved that balance.

Rockhurst University and Johnson challenge the clarity of the notice's wording. Docket Nos. 4113 and 4128. The Special Master finds these objections unpersuasive. The notice clearly explained (1) the class definitions for both the "Statewide Damages Classes" and the "Nationwide Class"; (2) the nature of the "release [of]**[\*268]** the injunctive relief claims of consumers ... [in] the Nationwide Class; and (3) that "[o]nly members of the Statewide Damages Classes are eligible to receive a payment." *See* Notice at 1, 6, 7. Therefore, Rockhurst University's objection is without merit. Johnson's complaints that the notice did not adequately set forth with precision every mechanic of the claims process and state exactly how much money each class member would receive are misplaced. *Rule 23* requires only that notice provide sufficient detail "to alert those with adverse viewpoints to investigate and to come forward and be heard." [*In re Online DVD-Rental* ***Antitrust*** *Litig., 779 F.3d 934, 946 (9th Cir. 2015)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5FD3-M3P1-F04K-V0S8-00000-00&context=). The Detailed Notice here accomplished that. Section 9 of the Detailed Notice states:

"Payments will be determined on a pro rata basis. This means that payment amounts will be based on the number of valid claims filed, as well as on the number and type of CRT Product(s) purchased: Standard CRT Television (screen size of less than 30 inches); Large CRT Television (screen size of 30 inches or larger); or CRT Computer Monitor."

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"At this time, it is unknown how much money each Class Member will recover. It is expected that a minimum payment of $25 will be made to all Statewide Damages Class Members who submit a valid claim.**[\*269]** The maximum payment will be three times the estimated money damages for each claimant."

*Id.*, ¶9.

The settlement website — [*www.CRTclaims.com*](http://www.CRTclaims.com) — questions 12 and 13 of the "Frequently Asked Questions" state:

FAQ 12: "Do I need to supply documentation or proof of what I purchased?"

Answer: "Not with your original claim submission, but the Settlement Administrator may request it at a later time, so save any documentation/proof of purchase."

FAQ 13: "What if I don't have any documentation?"

Answer: "You don't need any documentation to file your claim. So don't let that stop you. Only if the Settlement Administrator ever asks for documentation will you need to provide it. The Settlement Administrator understands the difficulty of maintaining records from more than a decade ago. If the Settlement Administrator does request documentation, you can send a letter explaining what proof if any you have of the purchases you've claimed and it will be reviewed on a case-by-case basis. There is a chance that you may still get paid even if you don't have any documentation."

*Id.*

The Special Master recommends that all notice objections be overruled.

D. Other Objections to Approval

1. Objection Based on Perceived**[\*270]** Strength of State Laws

Objector Clifton argues that the settlements are unfair because they fail to give preference to class members residing in states with strong consumer protection laws, such as California. He argues that the settlement fund should be distributed not pro rata, but instead "should be allocated in a way that tracks the differences in various states' consumer protection and ***antitrust*** laws," citing [*In re Relafen* ***Antitrust*** *Litig., 231 F.R.D. 52 (D.Mass. 2005)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4H70-2380-TVVD-N32F-00000-00&context=). Docket No. 4099, pp.3-4.

The problem with Clifton's objection is that this approach was expressly rejected in [*Sullivan, 667 F.3d at 327-28*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:54HN-G291-F04K-K08D-00000-00&context=). There, the Third Circuit agreed that there would be substantial imprecision "in weighing class member claims based on the relative strength of different state law claims." *Id.* (internal quotations omitted). The court added: "[i]t may be entirely reasonable to apply the same damages calculation to claimants from all states because ... it is purely speculative that claimants from indirect purchaser states could anticipate a greater recovery than claimants from other states." (*Id.* (internal quotations omitted). "We can find no support in our case law for differentiating within a class based on the strength or weakness of the theories of recovery." *Id.*

Moreover, as in *Sullivan****[\*271]***, each class member here suffered the same injury (*i.e.* overcharging), so a pro rata distribution makes sense. *See also DRAM*, Docket No. 2132 ["any weighted distribution plan may ultimately tum on subjective views as to the relative merits and relative importance of aspects of the totality of a class member's released claims, and spawn an ancillary round of litigation among class member objectors about who should get how much and on what basis."].

Clifton also asserts that the state-specific class representatives did not advocate for compensation based "on the relative strengths of their states' consumer protection laws." Docket No. 4099, p.5. But he does not dispute that every class representative was represented by counsel whose adequacy he does not challenge. Clifton has not met his burden of proving his assertions challenging the reasonableness of this class action settlement. *See* [*Oregon, 913 F.2d at 581*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-3040-003B-526H-00000-00&context=).

In light of the above, the Special Master recommends that Clifton's objections relating to the perceived strength of various States' laws be OVERRULED.

2. Objections based on Inadequate Representation

Various objectors argue that the Indirect Purchaser State Classes and the Nationwide Class were not adequately**[\*272]** represented by the class representatives and IPP Counsel. *See* Docket No. 4113 (Rockhurst Univ., *et al* Objection, pp. 3-7); *see also* Scarpulla/Cooper Reply, 12/9/15. However, evidence and persuasive legal authority in support of their position is lacking.

To satisfy constitutional due process concerns, absent class members must be afforded adequate representation before entry of a judgment that binds them. [*Hanlon v. Chrysler Corp., 150 F.3d 1011, 1020 (9th Cir. 1998)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3T7M-D1S0-0038-X3SM-00000-00&context=). The fulcrum of the adequacy requirement is an alignment of interests and incentives between the representative plaintiffs, counsel, and the absent class members. *See* [*Hopson v. Hanesbrands Inc., 2009 U.S. Dist. LEXIS 33900, 2009 WL 928133, at \*4*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4W4K-TYW0-TXFP-C299-00000-00&context=) ["Representation is adequate if: (1) the class representative and counsel do not have any conflicts of interest with other class members; and (2) the representative plaintiff and counsel will prosecute the action vigorously on behalf of the class."].

For the reasons stated, the Special Master concludes that Class Counsel and the class representatives all provided adequate representation, and there was no conflict of interest requiring the creation of subclasses or separate counsel. The Special Master recommends that all objections to the Proposed Settlements on these grounds be OVERRULED.

**VIII. APPROVAL OF REQUEST FOR [\*273]  ATTORNEYS' FEES**

A. Request for Attorneys' Fees

IPP class counsel ask the court to follow a percentage-of-the-fund approach and approve an award of $192,250,000, which is one-third (33%) of the $576,750,000 settlement fund. They have incurred a lodestar at historic billing rates of $83,753,999.05 ($90,075,076.90 at current billing rates). Therefore, the requested fee award represents a multiplier of approximately 2.3. [IPP Fee Motion, p. 1 [Dkt. 4071]; Compendium of IPP Counsel Declarations, pp. 1-2 [Dkt. 4073]

The following objections were made to the fee request: (1) Docket No. 4099 — objection by Donnie Clifton; (2) Docket No. 4106 - objection by Douglas St. John; (3) Docket No. 4111 — objection by John Finn and Laura Townsend Fortman; (4) Docket No. 4112 — objection by Dan L. Williams & Co.; (5) Docket No. 4115: -- objection by Francis Scarpulla and Josef Cooper; (6) Docket No. 4119 — objection by Anthony Gianasca, *et al*; (7) Docket No. 4128 — by Elizabeth Kimberly Johnson; (8) Docket No. 4140 — by Josie Saik.

B. Methodology for Reviewing Request

The "common fund doctrine" permits attorneys who recover a fund for the benefit of the class to obtain "a reasonable attorney's fee from the**[\*274]** fund as a whole." [*Boeing Co. v. Van Gemert, 444 U.S. 472, 478, 100 S. Ct. 745, 62 L. Ed. 2d 676 (1980)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-7N40-003B-S3H3-00000-00&context=). The court has the independent obligation to ensure that the award of fees, as well as the settlement itself, is reasonable. [*In re Bluetooth. 654 F.3d at 949*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:830F-S4K1-652R-82BN-00000-00&context=).

In the Ninth Circuit a court may apply either a lodestar or a percentage-of-the-fund method in calculating the appropriate fee award. [*Vizcaino v. Microsoft Corp., 290 F.3d 1043 (9th Cir. 2002)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:45V7-7TV0-0038-X2PF-00000-00&context=); [*In re Bluetooth, 654 F.3d at 942*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:830F-S4K1-652R-82BN-00000-00&context=); [*McGee v. China Electric Motor, Inc.,812 F.3d 734, 2016 U.S. App. LEXIS 679, No. 13-56903, 1/15/2016*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5HVS-6DC1-F04K-V1MT-00000-00&context=). In common fund cases there are cogent advantages to using the percentage-of-the-fund method in view of the subjectivity of a lodestar and the tendency of a pure lodestar approach to create incentives for counsel to spend unnecessary time on a case. The lodestar figure is calculated by multiplying the reasonable number of hours spent and adequately documented by prevailing counsel times a reasonable hourly rate. Using the percentage calculation, the court typically begins with the 9th Circuit "benchmark" of 25%, and then explains what special circumstances justify a deviation upward or downward from that benchmark. [*In re Bluetooth, 654 F.3d at 942*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:830F-S4K1-652R-82BN-00000-00&context=); [*Six Mexican Workers v. Ariz. Citrus Growers, 904 F.2d 1301, 1311 (9th Cir. 1990)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-59P0-003B-54V5-00000-00&context=); [*Keirsay v. eBay, Inc., 2014 U.S. Dist. LEXIS 21371, 2014 WL 644738 (N.D.Cal. Feb. 18, 2014)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5BJN-M7Y1-F04C-T3VN-00000-00&context=) [Tigar, J.] Courts are further encouraged to guard against unreasonable results by cross-checking the method used against a second method. [*Vizcaino, 290 F.3d at 1050*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:45V7-7TV0-0038-X2PF-00000-00&context=); [*In re Bluetooth, 654 F.3d at 944*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:830F-S4K1-652R-82BN-00000-00&context=). The Ninth Circuit has repeatedly approved beginning**[\*275]** with a percentage analysis and cross-checking it against a lodestar with a multiplier if appropriate. [*Online DVD-Rental* ***Antitrust*** *Litig., 779 F.3d 934, 955 (9th Cir. 2015)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5FD3-M3P1-F04K-V0S8-00000-00&context=); [*Vizcaino, 290 F.3d at 1050*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:45V7-7TV0-0038-X2PF-00000-00&context=).

Objectors Scarpulla and Cooper (Docket No. 4115 and Reply dtd. 12/9/15, e-filed with JAMS] argue that the court should apply a pure lodestar approach because there are "serious problems with time and expenses." They make four arguments. First, they maintain that a percentage approach will unduly reward inefficient counsel and those who lack experience in ***antitrust*** class actions, while a lodestar approach will properly reward skilled firms and penalize those who were "learning on the job" or did not put funds at risk to cover ongoing expenses. Second, they argue that the billing records here show sloppy and potentially inaccurate timekeeping practices (e.g., block billing, use of minimum quarter-hour increments, handwritten entries), which call for an across-the-board reduction in the lodestar. Third, they argue that Lead Counsel used poor judgment in engaging three firms in Fall 2014 as special trial counsel to prepare and try the case commencing in March 2015. Fourth, they argue that Lead Counsel wasted time and resources in an unnecessary dispute with the California Attorney General**[\*276]** regarding discovery and the settlement with Phillips in California's *parens patriae* case in state court.

None of the Scarpulla/Cooper objections are a basis to employ a pure lodestar approach. Indeed, if their criticisms of billing practices in this case were correct, the court should be reluctant to rely entirely on allegedly inaccurate and padded billing records that contain charges for unproductive time. Their objections are, however, a good reason to use a lodestar as a check against a percentage of the fund - with appropriate scrutiny of the billing records. As discussed in detail below, the Special Master agrees that the total lodestar and the requested percentage should be adjusted downward because of various factors. Moreover, when it comes to allocating the total approved fee among the various class counsel firms, more meticulous scrutiny to each firm's billing will take note of a particular firm's inefficiency, inexperience or bad judgment.

Therefore, the Special Master concludes that the proper approach to assessing the total attorney's fee award in this case is to begin with the 9th Circuit benchmark of 25%, to determine whether there are grounds to adjust it upwards as IPP**[\*277]** Counsel request, or downward based on Objectors' criticisms, and to cross-check the resulting percentage against the lodestar after adjusting it for any factors such as inefficiency. The Special Master also follows the Ninth Circuit's direction to apply current, not historic, rates in order to account for the delay of up to eight years for some firms in receiving payment. [*Fischel v. States Life Assur. Soc., 307 F.3d 997 (9th Cir. 2002)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:46X4-DBJ0-0038-X18X-00000-00&context=); *McGee* at p. 10.

C. Legal Standards for Approval

Although expressed in different terms in various 9th Circuit cases, it is accepted that a court should employ the following criteria to determine the fairness of a requested fee award in a common fund case: the results achieved for the class; the complexity of the case and the risk and expense to counsel of litigating it; the skill, experience and performance of counsel, both plaintiff and defense; the contingent nature of the fee and the fees awarded in comparable cases. [*Vizcaino, 290 F.3d at 1048-1049*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:45V7-7TV0-0038-X2PF-00000-00&context=); [*In re Bluetooth, 654 F.3d at 942*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:830F-S4K1-652R-82BN-00000-00&context=); *see also* [*Kerr v. Screen Actors Guild, Inc., 526 F.2d 67, 70 (9th Cir. 1975)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-2CW0-0039-M309-00000-00&context=) [listing the "Kerr factors"] Failure to consider the Kerr factors, which are the same as those in *Vizcaino* and *Bluetooth* in different words, is an abuse of discretion. *McGee* at p. 9. The most critical factor in evaluating the reasonableness of a fee request is the degree of success in achieving results for the class.**[\*278]** [*Hensley v. Eckerhart, 461 U.S. 424, 434-436, 103 S. Ct. 1933, 76 L. Ed. 2d 40 (1983)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-4Y80-003B-S4HX-00000-00&context=); [*In re Bluetooth, 645 F.3d at 942*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:830F-S4K1-652R-82BN-00000-00&context=). The Special Master now examines how each of those factors weighs in this case with respect to a deviation from the 25% benchmark.

1. Results Achieved for the Class, Including Non-Cash Benefits

IPP counsel note that the settlement amount of $576,750,000 is the second-largest monetary recovery in any indirect purchaser price fixing case (after the *LCD* case). No one disputes that characterization. This entire sum, net of fees, incentive payments and expenses, will be paid *pro rata* to class members filing proper claims. There will be no reversion of surplus funds to defendants. There will be no *cy pres* distribution. The settlement also provides for non-monetary compensation in the form of cooperation agreements which will assist IPP counsel in concluding their actions against remaining defendants. Alioto Decl. II, ¶31

Three benchmarks offer enlightening comparisons to the result obtained by IPP counsel. First, the settlement amount is about 20% of the potential damages of $2.78 billion as estimated by plaintiff's expert, Dr. Netz. It is approximately nine times the $61 million estimate by one defense expert. (The other defense experts estimated damages at zero.) Alioto Decl. II, ¶34.**[\*279]** Given the risks and the complexity of the case (see VIII.C.2 below and VII.A.1 & 2 above), and in particular the challenge of formulating a credible calculation of pass-through overcharges, the settlement represents an extraordinary achievement. Second, the settlement amount dwarfs the $32 million criminal fine obtained by the Department of Justice against Samsung, the only party against whom DOJ brought a criminal proceeding. Third, the settlement measures up well against the $1.1 billion settlement achieved by the IPP's in the *LCD* case, where the conspiracy was of more recent origin, not decades old, and the DOJ obtained criminal fines of about $894 million against many defendants who pleaded guilty.

Certain objectors are critical of the settlement amount. They note that it is only 20% of the damage estimate by IPP's expert, and only about 7% of that amount trebled. They compare that result to the $1.1 billion IPP settlement in *LCD* which was closer to 50% of its expert's damage figure. But *LCD* and this case are only partially comparable. The *LCD* conspiracy was much more recent, so proof problems were far easier. And the Justice Department obtained dozens of guilty pleas, which eased**[\*280]** the path to finding of liability for the IPP's. In the end, the $576,000,000 figure speaks for itself. Only one other price fixing case has settled for more.

Objector St. John belittles the result on two grounds: first, the result was in large part attributable not to the efforts of IPP counsel, but to the Chunghwa settlement, the Samsung guilty plea and factual findings entered by the European Commission, and second, the very large settlement obtained from Samsung and LPD (a combination of Philips and LG) shows that the settlements with other defendants for much lower amounts were inadequate. St. John Objection Docket No. 4106, and Reply, e-filed with JAMS 12/9/15, pp. 4-11.

Chunghwa: The IPPs settled with Chunghwa in April 2009 for $10 million in cash. Alioto Decl. II, ¶10. In moving for approval IPP counsel represented that Chunghwa's agreement to cooperate was of great value, and St. John argues that IPP counsel is judicially estopped from claiming that Chunghwa's cooperation was of minimal help. St. John's position is without merit. IPP counsel persuasively demonstrated that, while it appeared in 2009 that the cooperation might be of great help, circumstances changed as discovery**[\*281]** progressed. Chunghwa could provide little information about large CPTs or about the circumstances of the conspiracy in the United States, and many of the Chunghwa meeting reports proved unhelpful. IPP Reply II, e-filed with JAMS 12/23/15, pp. 13-14. It is noteworthy that it took four years after the Chunghwa settlement for IPPs to obtain another settlement, which suggests that Chunghwa's cooperation was not of overwhelming assistance.

Samsung guilty plea: Samsung pled guilty in 2011. This plea established the existence of the conspiracy. But it did nothing to lessen IPP's challenges to obtain class certification, obtain, translate and organize evidence from many foreign defendants, beat back repeated legal motions, and prove pass-through and a credible damage claim. To suggest that the Samsung guilty plea meaningfully detracts from the quality of IPP counsel's efforts to produce the settlement is ludicrous.[[28]](#footnote-27)29

European Commission: St. John argues that the European Commission's adoption of a Statement**[\*282]** of Objections in 2009 and its Summary Decision in 2013 provided the real impetus for defendants to settle. He argues that a 2014 Delaware state court decision, [*Vichi v. Koninklijke Philips Elec., N.V., 85 A.3d 725 (Del.Ch. 2014)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5BJJ-2801-F04C-G098-00000-00&context=), accepted EC findings as preclusive. IPP counsel cogently refute this argument. The evidentiary value of a Statement of Objections is highly debatable, and the Summary Decision which might have been of value was not made public until December 2014, only a few months before the conclusion of the settlements. Moreover, IPP counsel correctly note critical distinguishing factors in *Vichi:* it was a fraud case not an ***antitrust*** case; it involved conduct in Europe not the United States.

In summary, in any long complex litigation each day brings either good news — and surely the Chunghwa settlement, the guilty plea and the EC rulings count as good news for the IPP's — or bad news. But such news, good or bad, rarely replaces or significantly detracts from the effort and skill that litigation counsel must employ to produce an extraordinary result. It is the height of Monday-morning quarterbacking, not sound legal analysis or common sense, for St. John to suggest that IPP's result was generated in a meaningful way by these three factors**[\*283]** as opposed to counsel's eight-year sustained efforts.

Disproportionate Samsung/Philips Settlements: Samsung settled for $225,000,000; Philips[[29]](#footnote-28)30 settled for $175,000,000. The remaining defendants settled for amounts between $10-70 million. Lead Counsel responds to this objection by pointing to the market shares of Samsung and Philips. By 2004 Samsung held 29% of the CRT market and 42% of the CDT market. Philips/LPD's market share was 27% for CRTs and 32% for CDTs. Their shares of the U.S. market were even higher," and lead Counsel believes there was strong evidence of their conspiratorial activity within the U.S. These factors account for the higher settlement amounts.

There is no evidence that, because whopping settlements were obtained against two defendants, Class Counsel sold out the class by agreeing to lowball settlements with the others. Class Counsel would have no incentive to act in such a fashion. The settlements were mediated by two respected experienced mediators who were former federal judges. St. John's objection lacks any factual basis or common sense.**[\*284]**

**Given the extraordinarily large settlement amount, this factor weighs heavily in favor of an upward adjustment of the Ninth Circuit 25% benchmark for attorneys' fees**.

2. Risk, Expense and Complexity of Case

No objector seriously questions the risk and complexity of the IPP case. Most notably, the alleged conspiracy was 20 years old, which greatly complicated the obtaining of evidence. Storage facilities with paper documents had to be searched in a number of countries; backup tapes had to be restored; witnesses were dead or unavailable; one defendant had been in bankruptcy. Since most of the evidence consisted of foreign language documents, IPP's had to arrange for certified translations. Each deposition of a foreign language witness was twice as long as normal because of the need for translation.

Class certification, particularly given recent appellate decisions[[30]](#footnote-29)31, is a severe hurdle. Demonstrating that the IPPs' expert had a valid methodology for proving overcharges generally, and pass-through damages in particular, on a class-wide basis is fraught with risk. Several class actions in the Northern District have failed to obtain certification based on comparable problems, two of them rejecting**[\*285]** the analysis of Dr. Janet Netz, IPPs' expert in this case.[[31]](#footnote-30)32

IPPs faced also a Daubert motion that challenged the methodology of their key expert, Dr. Netz. Although they prevailed, doing so was far from certain. The Special Master recalls well the briefing and hearing of that motion, during which defendants made exceedingly persuasive arguments for disallowing the testimony.

Litigation involving international price-fixing cartels has become more challenging in light of the FTAIA, which has also been the subject of recent appellate rulings not favorable to plaintiffs.[[32]](#footnote-31)33

IPPs took about 100 depositions of defendants and defended 24 depositions of their class representatives. Millions of pages of documents were produced.

As trial approached, defendants filed 36 summary judgment motions, of which 11 were directed at the IPP case. All motions had to be coordinated with other MDL plaintiffs. Dozens of motions in limine were filed.

As for expense, 28 class counsel firms paid assessments to the fund for managing the case.**[\*286]** Objector Scarpulla notes that they also made use of funds from the Chunghwa and LG settlements that occurred early on. Nonetheless, $2,405,000 was contributed from the pockets of class counsel to litigate the case, every dollar of which was at risk if they were unsuccessful.

**Some of the risk and complexity here go with the territory in any price-fixing class action. However, given the age of the conspiracy and the recent unfavorable appellate precedents, this factor weighs slightly in favor of an upward adjustment of the 25% Ninth Circuit benchmark for attorney's fees**.

3. Quality of Representation, Plaintiff and Defense

Notwithstanding the criticisms leveled at Lead Counsel by several objectors, the Special Master concludes that the entire record of the litigation viewed fairly demonstrates that Class Counsel managed this case diligently and efficiently for the benefit of the class, with the exceptions noted below.

Several objectors claimed that Lead Counsel, Mario Alioto, lacked experience as a lead counsel and had never tried an ***antitrust*** case. Mr. Alioto provided ample evidence of his 30 years of experience in ***antitrust*** cases, including acting as lead counsel and in trials. Alioto Decl.**[\*287]** II, 11/19/15, ¶21. There is substantial evidence, most persuasively from the other highly experienced class counsel who worked with him for eight years, that Mr. Alioto managed the case effectively.

The prosecution of the case was divided in a sensible way among class counsel firms, both by defendant and by task. A few examples will suffice. Straus & Boies led the foreign language team to organize the translation and review of the thousands of foreign language documents and also was responsible for discovery against Samsung. Kirby McInerney defended all discovery against class representatives, as well as taking 12 Samsung depositions and leading discovery against Direct Action Plaintiffs. Zelle Hofmann managed discovery against Panasonic/MTPD. Andrew Anderson handled Hitachi discovery; Bramson Plutzik managed Toshiba discovery; Cooper & Kirkham managed Philips discovery; Glancy Prongay & Murray handled LG Electronics discovery. Document review was similarly coordinated among a number of firms. (Alioto Decl. III, ¶8-14). And so on. As much as is reasonably possible in such a complex case, this division of labor tended to reduce duplication.

According to his co-counsel, Lead Counsel was**[\*288]** superb at coordinating the class effort so that the team remained united in its objectives, and avoided squabbling over strategy, finances, personalities, and the like. For example:

Donald Perelman, Fine, Kaplan and Black: "...Fine Kaplan was in a unique position to evaluate the quality, organization and cohesiveness of the law firms that put together this case. In short, we were extremely impressed.... On the most important front, the quality of the work product was outstanding.... From an organizational standpoint, the case was effectively managed.... Finally, the CRT team was cohesive. Lead counsel clearly was in charge but the other firms had the freedom and confidence to innovate, rather than simply follow order. This level of collegiality and cooperation does not always exist in case like this...." IPP Reply Re: Motion for Award of Attorneys' Fees, etc., dtd. 11/15/15, Exh. A.

Paul Novak, Milberg LLP: Throughout the course of this litigation, my observations are that IPP Counsel constructively and cohesively worked together.... IPP Reply, Exh. B

Robert J. Gralewski, Kirby McInerney: I can attest that Lead Counsel ran the CRT case extremely capably and economically....In terms of**[\*289]** costs, I have never worked on a case where Lead Counsel was more careful to avoid excessive or unnecessary litigation expenses....Lead Counsel was laser-focused on the CRT case and its intricate legal issues from the case's inception to its conclusion....During settlement negotiations, I believe Lead Counsel sought to extract maximum value from the remaining Defendants....IPPs' core team included some of the finest ***antitrust*** class action lawyers in the country." IPP Reply, Exh. D.

Nathan Cihlar, Straus & Boies: [Lead Counsel's firm] effectively managed this litigation and met the case needs by identifying and working with a core group of experienced counsel. A network that was established that facilitated the constant exchange of information and routed assignments to firms depending on who was in the best position to assist. From beginning to end, firms were called upon to fill roles within their expertise. The management system ensured that each assignment was done efficiently.... IPP Reply, Exh. E.

The ability to lead a cohesive and collaborative team is the single most important attribute of a Lead Counsel in a huge MDL litigation. Lead Counsel need not be Clarence Darrow reborn —**[\*290]** plenty of skilled courtroom lawyers will step forward to try the case. Lead Counsel must instead embody General Eisenhower who succeeded at Normandy because he could shape the disparate American, English, French and other forces and huge egos into a cohesive force with a common objective. The evidence is overwhelming that Lead Counsel pulled this off.

Before addressing the Objectors' criticisms, the Special Master notes that three troublesome issues have arisen with Class Counsel's plan of allocation: the limitation of monetary compensation to class members from *Illinois Brick* repealer states; the failure to obtain class representatives from three repealer states, Massachusetts, Missouri and New Hampshire; and disparities between the allocation plan for these Proposed Settlements and the Chungwa allocation plan. The Special Master has concluded that the first two problems are surmountable. But the Chunghwa situation needs to be corrected. It is hard to avoid the conclusion that more attention to detail and foresight on the part of Lead Counsel might have averted or mitigated at least some of these problems. No one is perfect, particularly with the clarity of hindsight looking back over**[\*291]** eight fraught years of difficult litigation. The Special Master has been clear that the fact these issues arose does not mean that the representation of the IPP class was ineffective or infected with conflicts of interest. It was not. But these factors do tarnish somewhat the glow of success that Lead Counsel might otherwise bathe in.

Objectors criticize the quality of the representation for the following basic reasons: Lead Counsel engaged three "trial" firms in the last months of the case to lead the trial team; Lead Counsel wasted time arguing with the California Attorney General; monetary compensation was restricted to the Statewide Litigation class of 22 states; too many class counsel firms were joined.

Three "Trial" Firms

In approximately October 2014 Lead Counsel engaged three very experienced ***antitrust*** trial counsel: Freedman Boyd et. al.; Fine Kaplan and Black; and Hulett Harper Stewart. Joe Goldberg of Freedman Boyd had just completed his work as lead trial counsel in the *Urethanes* ***Antitrust*** *Litigation*, one of the very few price fixing cases to go to trial, which brought home a verdict of over $1 billion. Fine Kaplan was co-lead counsel in that case. Alioto Decl. III, ¶22. Mr.**[\*292]** Alioto states that he made "a reasoned judgment" that additional trial expertise was needed, that he saved money by engaging the firms only in the last five months before trial, and that doing so enhanced settlement leverage with defendants who could see that Class Counsel would be ready for trial. (Alioto Decl. III, ¶22-23). Objector Scarpulla is highly critical of this decision, noting that other experienced trial counsel were on the team and that getting the three new firms up to speed wasted money.

The Special Master has examined the time records of the three "trial" firms. The records, both the summaries attached to their declarations and the raw contemporaneous billing entries, do not exhibit undue wasted or unproductive time.

Freedman Boyd: 88% of the time was recorded by Joe Goldberg himself (42% of the time @ $425/hr.), two other lawyers (28% of the time @ $275 and $250/hr.), and one paralegal (18% of the time @ $100/hr.). The total time was 1,734 hours at a total charge of $554,666, at an average billing rate of $319/hr. Mr. Goldberg worked basically full time (734 hours) for 4 months, with support from two other lawyers and a paralegal. Getting the full attention of a senior**[\*293]** courtroom trial lawyer with part-time support of two other lawyers and a paralegal is as efficient as legal staffing gets.

Fine Kaplan: Staffing here was broader: about 5 partners billing $450-750/hr, two associates billing $250/hr. and a paralegal. They recorded 5,382 hours at a charge of $2.625 million at an average billing rate of $487/hr. This firm did the workhorse part of trial preparation: selecting exhibits, motions in limine, assembling deposition testimony, and the like.

Hulett Harper: Very lean staffing: one partner at $675/hr. and one associate at $475/hr. recorded 80% of the time. The total time was 1,141 hours at a total charge of $634,696, at an average billing rate of $556/hr. The work focused on selecting deposition excerpts and preparing legal briefs.

The trial preparation that these three firms did would have had to be done by some other lawyers had they not been on board. And their "getting up to speed" recorded time was actually quite minimal. The firms each started working about October 10, 2014, and by early to mid-November they were performing hard-core trial preparation, not "getting up to speed." A reasonable estimate would be that each of the firms expended**[\*294]** about 50-7 5 hours in "getting up to speed." Given the added focus, intensity and recent trial experience they brought to the potential trial, the Special Master concludes that Mr. Alioto's "reasoned judgment" was appropriate. After all, no one would accuse British barristers who practice in precisely this model — entering a case near trial with their sole obligation being to prepare the case for courtroom presentation — of "wasting" resources.

Dispute with California AG

Objector Scarpulla is also critical of Lead Counsel for an overall failure to cooperate with the California Attorney General, and specifically for a dispute that arose over the California AG's settlement with Philips in the state court *parens* action. As to the purported broader breakdown in cooperation, Mr. Scarpulla provided no details except to refer to Special Master Vaughn Walker's suggestion that Mr. Scarpulla try to mediate the relationship between Mr. Alioto and the California AG. Neither Mr. Scarpulla nor Asst. Attorney General Varanini provided any further details. So the Special Master cannot give credence to a criticism that is not backed up by factual detail in the record.

The dispute over the Philips settlement**[\*295]** was real, but it demonstrates appropriate caution rather than incompetence or poor judgment by Lead Counsel. Philips took the position that its settlement in the state *parens* case would estop California members of the IPP class from obtaining relief against it in the federal case. No one — not Lead Counsel nor the California AG — thought this position had any merit. The California AG promised to represent in court that no estoppel would result. But Mr. Alioto concluded he needed to file a formal objection in state court to the Philips settlement to obtain a ruling from the California court that no estoppel would result. In the end, the state judge refused to issue such an "advisory opinion," and the federal case proceeded without disruption to settlement against Philips for the second largest amount of all the defendants.

In hindsight, could this dispute have been avoided or handled more adroitly with some saving of attorney time? Perhaps. But facing a potential loss of any damages attributable to California purchasers from a key target defendant, Lead Counsel acted prudently in taking every step to avoid an estoppel result. Whether this was "belt and suspenders" activity, or legitimate**[\*296]** prudence, falls under the heading of reasonable litigation judgment. The Special Master will not engage in 20-20 hindsight to criticize Lead Counsel's actions here.

No monetary compensation to Nationwide Class

For the reasons discussed in detail, *infra*. at VII.B.2, the Special Master concludes that Lead Counsel made a legitimate decision, solidly based in law, to limit monetary compensation to class members from *Illinois Brick* repealer states. Certainly it is possible for an adroit legal mind to concoct a legal pathway for class members in non-repealer states to recover some claim for monetary relief. Certainly it is possible that, if pressed harder, defendants might have agreed to larger settlements to effectuate a nationwide monetary recovery. But relying on abstract legal ingenuity unsupported by existing case law and second-guessing settlement negotiations are not solid bases on which to criticize a perfectly well-founded decision by Lead Counsel that non-repealer class members had no viable claim. The Special Master concludes this was not a failure of effective representation, and it did not create a conflict of interest for Lead Counsel.

Too many class counsel

There were about 50**[\*297]** class counsel firms in this case. In *LCD* there were 116 firms. A large number were basically local counsel for class representatives from the 22 repealer states and District of Columbia. The rest were an assortment of the country's leading ***antitrust*** firms who commonly appear in MDL price fixing cases. As noted above, regardless of the number of firms, the case was managed efficiently and cost-effectively. This criticism of Lead Counsel's representation has no merit.

**This factor does not weigh in favor of an increase or decrease from the Ninth Circuit 25% benchmark for attorney's fees**.

4. Contingent Nature of Fees

There is no dispute that IPP counsel's compensation for eight years of work on this case was entirely contingent. They received not a dollar of compensation in the interim for 183,000 hours of work, and they were at continuous risk of receiving little or nothing had the result proved unfavorable. As a reminder, in the *LCD* case direct action plaintiff Best Buy went to trial against Toshiba and recovered a small verdict which was entirely offset by Toshiba's prior settlements. Thus, Best Buy recovered nothing and its counsel's fees were dramatically reduced by the court to a figure**[\*298]** far below their lodestar. Alioto Decl. I, ¶93. This same risk of a zero recovery was borne for up to eight years by IPP counsel here.

The Ninth Circuit has directed courts to account for the delay class counsel experience in receiving their fees. There are two methods of doing this: (1) apply current rather than historic billing rates, or (2) apply historic rates with a prime interest rate adjustment. *McGee* at p. 11. Here the Special Master elects to apply current billing rates. Therefore, the applicable lodestar requested by class counsel is $90,075,076.90.

Not only did IPP counsel risk receiving no compensation for many years, but they put at risk $2,405,000 of their own money in assessments paid to the Litigation Expense Fund to cover the enormous expense of experts, translation and the like. See Section IX below.

Courts have repeatedly recognized that to induce attorneys to accept the risk of little or no recovery it is appropriate to award reasonable fees that often include a multiplier over their lodestar. [*Omnivision., 559 F.Supp.2d at 1047*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4RJC-WNK0-TXFP-C1WB-00000-00&context=).

**Given the 8-year duration of the case, the significant out-of-pocket expense at risk, and the risks of non-recovery noted above, this factor weighs strongly in favor of an increase from the [\*299]  Ninth Circuit 25% benchmark for attorney's fees**.

5. Fees Awarded in Comparable Cases

Comparing the percentages and the lodestar multipliers awarded to counsel in other cases turns out to be far less useful as a metric than one might imagine. Plaintiffs such as class counsel here can list a number of cases with awards in the 25-35% range with multipliers all over the lot. [*In re Vitamins* ***Antitrust*** *Litig., 2001 U.S. Dist. LEXIS 25067, 2001 WL 34312839, at \*10 (D.D.C. July 16, 2001)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4833-NG90-0038-Y2VX-00000-00&context=) [34.06% of $359,438,032]; *In re IPO Secs. Litig.*, 672 F.Supp.2d 467, 516 (D.Del. 2009) [1/3 of $510,253,000); [*In re Checking Account Overdraft Litig., 830 F.Supp.2d 1330, 1367 (S.D.Fla. 2011)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:549V-G181-F04D-106J-00000-00&context=). And objectors have their own list of cases with awards being reduced to 6-12%. *E.g.,* [*Wal-Mart Stores, Inc. v. Visa U.S.A., Inc., 396 F.3d 96 (2d Cir. 2005)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4F5Y-2G80-TVRV-12XX-00000-00&context=) [reduced fee from 18% to 6.5%]; [*Domestic Air Transport, 148 F.R.D. 297*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4N-TH10-001T-64HY-00000-00&context=) [6-10% appropriate in megafund case]. Both sides cite to scholarly studies of fee awards. Brian T. Fitzpatrick, *An Empirical Study of Class Action Settlements and Their Fee Awards*, 7 J. Empirical L. Stud. 811, 838-839, 842-844 (2010) ["Fitzpatrick"]; Theodore Eisenberg & Geoffrey P. Miller, *Attorneys Fees and Expenses in Class Action Settlements: 1993-2008*, 7 J. Empirical L. Stud. 248 (2010) "["Eisenberg"]. IPP's expert, Richard Pearl, has offered his opinions. Decl. of Richard Pearl, ¶21. Docket No. 4071-15. Upon close examination, many of the cases are significantly distinguishable on their facts from this case. Some of the decisions that are trotted**[\*300]** out repeatedly are now 10-15 years old or from other jurisdictions with differing perspectives toward fee awards. Therefore, the Special Master has endeavored to focus on decisions from the Ninth Circuit and when possible from the Northern District, in reasonably similar cases from fairly recent years.

This case presents the familiar problem of how to determine a reasonable fee award in a megafund case, that is one with a recovery of $100 million to over $1 billion. Some cases, though not in the Ninth Circuit, prescribe the use of an inverse scale: the higher the megafund, the lower the percentage for the fee. However, the Ninth Circuit has expressly rejected any hard rule that megafund cases are to be treated differently, although size of the fund is one factor the court should consider. [*Vizcaino, 290 F.3d at 1047*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:45V7-7TV0-0038-X2PF-00000-00&context=) [declining to accept the principle that the award decreases as the fund increases]. The most effective way to control a percentage recovery in a megafund case is to compare it to the lodestar multiplier that it would generate. For example, in [*Gutierrez v. Wells Fargo Bank, 2015 U.S. Dist. LEXIS 67298, 2015 WL 2438274 (N.D.Cal., C-07-5923, May 21, 2015)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5G24-V361-F04C-T4X7-00000-00&context=), Judge Alsup reduced a fee request from 25% of the $203 million fund to 9% because the 25% benchmark percentage would have**[\*301]** yielded a multiplier of 10.38, which Judge Alsup termed "ridiculous." The result was to approve a 9% award that gave the two class firms multipliers of 2 and 5.5. Similarly, in [*Wal-Mart Stores 396 F.3d 96*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4F5Y-2G80-TVRV-12XX-00000-00&context=), the court reduced an award from the requested percentage of 18% to 6.5% on a $3.05 billion fund, largely because the 18% fee would have represented a multiplier of 9.68, which the court found excessive. The resulting 6.5% fee produced a 3.5 multiplier, which the Second Circuit concluded compared favorably with other awards, citing [*In re Cendant Corp PRIDES Litig., 243 F.3d 722, 742 (3d Cir. 2001)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:42MN-W090-0038-X166-00000-00&context=) [multiplier of 1.35-2.99 common in megafunds] and [*NASDAQ Market-Makers, 187 F.R.D. at 489*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3V2W-08T0-0038-Y0TF-00000-00&context=) [multipliers of 3-4.5 are common].

The recent thorough discussion of fee awards by Judge Koh in [*In re High-Tech Employees* ***Antitrust*** *Litig., 2015 U.S. Dist. LEXIS 118052, 2015 WL 5158730 (N.D.Cal. No. 11-cv-2509, Sept. 2, 2015)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5GV9-VCX1-F04C-T06X-00000-00&context=) is highly instructive. The settlement in that case produced a common fund of $415 million, plus $20 million in prior settlements. Two groups of law firms together asked for an award of $90.6 million in fees (including $5 million awarded from prior settlements). The requests together amounted to 20.8% of the total $435 million in settlements. The lodestar was $18.2 million, so the fee request would have produced a 4.97 multiplier. Judge Koh decided to use a lodestar approach, with a percentage cross-check.**[\*302]**[[33]](#footnote-32)34 She reasoned that anything close to the 25% benchmark would grant the lawyers a multiplier at levels above 4 which she found to be "unusual" and "far from the norm". [*2015 U.S. Dist. LEXIS 118052, [WL] at \*8*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5GV9-VCX1-F04C-T06X-00000-00&context=). Also, having supervised the case for four years Judge Koh was in a good position to examine and adjust the billings as appropriate.

Judge Koh ultimately adjusted billings, and allowed a fee of $45 million, which produced a 2.5 multiplier. She noted that was well within the range of 1-4 in which 83% of the 24 class settlements discussed in *Vizcaino* fell. *See* [*Vizcaino, 290 F.3d at 1051 n. 6*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:45V7-7TV0-0038-X2PF-00000-00&context=); [*High-Tech, 2015 U.S. Dist. LEXIS 118052, 2015 WL 5158730, at \*11*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5GV9-VCX1-F04C-T06X-00000-00&context=). She then proceeded to perform a percentage check. The approved fee amounted to 10.5% of the settlement, which Judge Koh found to be within the reasonable ranges calculated by the two leading academic studies, *Fitzpatrick* [mean and median percentages for $250-500 million settlements were 17.8% and 19.5%] and *Eisenberg* [mean and median figures were 12% and 10.2].

Closer to home Judge Tigar has just approved an award of fees to the Direct Purchaser**[\*303]** class counsel in this very case that represents 30% of the settlement amount. [Dkt. 4311].

In summary, there is solid authority that a 25% award is presumptively reasonable; that many cases — including megafunds — award fees in the 25-33% range; that many others award fees in the 8-12% range; and that academic studies show mean and median ranges of 10-20%. Here three factors point strongly in favor of a fee somewhat in excess of the 25% benchmark: the 8-year duration of the case, the extraordinary risk undertaken by any group of indirect purchaser class counsel in the present uncertain state of ***antitrust*** and class action law, and the unarguably superb result of recovering for the indirect purchasers the second largest indirect purchaser price fixing settlement in history. Having performed the required analysis and considered the relevant authorities, the Special Master concludes that a fee award of 30% of the settlement fund, or $173,025,000, is appropriate.

D. Lodestar Comparison

1. Billing Rates

The average billing rate for all class counsel at current rates is $492/hr. ($90,075,076 / 183,000 hrs.). The billing rate would be $450 at historic rates.[[34]](#footnote-33)35 After the recommended lodestar 10%**[\*304]** adjustment, *infra* at pp. 73-74, the billing rate would be only $443 at current rates ($81,067,569.20 / 183,000 hrs.) and $412 at historic rates ($75,378,559 / 183,000 hrs.).

Lead Counsel arbitrarily capped the rate for document review at $350 per hour and $400 for foreign language documents. Alioto Decl. I, ¶118.

It requires little discussion to conclude that these billing rates are reasonable and responsible. Lead Counsel began billing at $875 in 2015, but from 2007 forward he billed at $750/hr. Compared to the rates charged by counsel for defendants (e.g., Gibson Dunn, White & Case, Sheppard Mullin, Baker Botts, Winston & Strawn, Cooley), Lead Counsel's rates were low. Pearl Supp. Decl., dtd. 11/6/15, ¶10, 11. With the exception of a very few lawyers, class counsel's billing rates did not exceed $800, and never exceeded $1,000. Courts in the Northern District have repeatedly approved billing rates in the range seen in this case. [*O'Bannon v. Natl. Collegiate Athletic Assn., 114 F. Supp. 3d 819, 2015 WL 4274370*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5GFF-0TY1-F04C-T3JJ-00000-00&context=) [approving rates of $370-985 for attorneys]; [*Wynn v. Chanos, 2015 U.S. Dist. Lexis 80062 (N.D.Cal. June 19, 2015)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5G83-S1K1-F04C-T03M-00000-00&context=) [approving rates of $570-1085 for attorneys]; [*Banas v. Volcano Corp., 47 F.Supp.3d 957 (N.D.Cal 2014)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5DTT-1361-F04C-T2CT-00000-00&context=) [approving rates of $355-1095]; [*TFT-LCD, 2013 U.S. Dist. LEXIS 49885, 2013 WL 1365900, at \*7 (N.D.Cal. Apr. 3, 2013)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:584Y-1C11-F04C-T0PD-00000-00&context=) [approving rates of**[\*305]** $417-1000]. See Pearl Decl., ¶28-37, surveying cases and firms.

The Special Master recommends that the objections to the billing rates of Class Counsel be overruled.

2. Hours

IPP counsel recorded 183,000 hours in this case through May 2015. Although Lead Counsel and a handful of other firms have and will invest many hundreds of uncompensated hours after May 2015 in obtaining approval of the settlement, administering the distribution of funds, dealing with objectors, and other post-settlement tasks, Lead Counsel determined to request fees only through May 2015. Providing compensation adequate to cover hours after May 2015 is necessary in determining a fair fee.

All 183,000 hours are detailed in declarations submitted by each of the 50 class counsel firms. Those declarations break down the hours by year, by timekeeper, and into 12 categories I of activities (research, motions, depositions, trial preparation, etc.) In addition, the Special Master has been provided the raw billing entries for every firm. The Special Master has carefully reviewed every declaration, and has reviewed a sample of about 50 months of contemporaneous billing entries from a range of about eight class counsel firms.**[\*306]**

Objectors assert without much in the way of evidence or authority that 183,000 hours was excessive for a case that settled on the courthouse steps after eight years. Lead Counsel has explained in convincing detail the effort necessary. Alioto Decl. I. This explanation is supported by the lists of 11 motions to dismiss, 51 third-party subpoenas, 21 discovery motions, 25 class representative depositions, 72 percipient defendant depositions, 68 third-party and DAP depositions, 31 expert depositions, 32 [*Rule 30(b)(6)*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:8JD7-0CJ2-D6RV-H55F-00000-00&context=) depositions, 36 summary judgment motions, 64 motions in limine, 17 experts, four groups of plaintiffs (IPP, DPP, Attorney General, and Direct Action). Alioto Decl. II, Exs. 1-12. In comparison, counsel in *LCD* expended 313,000 hours over six years, or about 70% more time. [Alioto Decl. I, ¶16]

The Special Master concludes from his review of declarations and time entries that time was recorded in a professional, detailed manner by almost all lawyers. One does observe that, as the age of the lawyer increases (and approaches the age of the Special Master), the time recording habits deteriorate. Thus, almost every entry for one respected senior attorney reads merely "trial prep." Another lawyer**[\*307]** with many decades of experience made handwritten time entries which appear a trifle haphazard. However, these are isolated cases, and the Special Master has no reason to believe that there was any widespread padding of time or failure to keep contemporaneous records. Objector Bonsignore has offered unsupported hearsay that Mr. Alioto told him that he did not keep contemporaneous records. Mr. Alioto has denied this (*see* Alioto Supp. Decl. in Support of IPP Motion for Award of Fees, dtd. 11/19/15, ¶27), and his daily billing entries, albeit handwritten, give every impression of having been made contemporaneously.

Lead Counsel appointed an Audit Committee of a few leading class counsel to review the time of every firm. As a result, the time of some firms was reduced. The Special Master deems it unnecessary to review the work of the Audit Committee since he reviewed declarations and raw billing records.

Lead Counsel gave direction that lawyers were not to record time for in-house multi-lawyer conferences. Alioto Decl. II, ¶118. However, many of the billing records contain entries for just such conferences. It is simply unreasonable to expect a case of this nature to be litigated for eight**[\*308]** years without conferences among counsel, and there is no reason to think such conferences did not generally benefit the class. Nonetheless, class counsel on occasion clearly did not follow this rule.

In evaluating attorney time entries, the two most telling factors are the number of attorneys from a single firm performing the majority of the work, and the evidence of unnecessary duplication of effort (multiple lawyers attending a deposition, excessive number of document reviewers, etc.). The billing entries here showed that for the most part the case was staffed in a reasonably "lean and mean" manner. For most firms, 75% or more of the work was performed by 2-3 lawyers consistently over the eight years. As noted above, Lead Counsel divided tasks so that each of the core firms had responsibility for a defendant or for an activity (e.g., foreign language translation). Duplication of efforts was thus minimized. Thirteen firms did virtually nothing, billing less than $75,000 each. Another nineteen firms billed less than $1 million. Thus, the real work of the case was limited to about sixteen firms that billed over $2 million. This management of attorney time compares favorably with the**[\*309]** division of labor in *LCD* based on the Special Master's involvement in that case.

Objector Williams criticizes the lodestar because depositions were stayed for about two years at the request of the Department of Justice. Docket No. 4112. The time records show a significant drop in billings during the stay, in many firms to almost nothing, so there is no indication that counsel were padding their bills while the case was stayed. Also, the stay ultimately increased the challenges of obtaining documents and finding witnesses who could remember anything.

Objector Scarpulla maintains that the categories into which time entries were broken down are too broad. But the exact same categories were used in *LCD* where Mr. Scarpulla was co-lead counsel.

Objector Scarpulla also criticized the use of block billing[[35]](#footnote-34)36 and quarter-hour increments to record time. As to block billing, the Special Master's review of actual billing entries shows that this occurred but not to any egregious extent. Having himself recorded time for almost 50 years, the Special Master is aware how silly it is to insist (as insurance companies sometimes do) on showing a specific amount of time on each action taken during a day. *See****[\*310]***[*O'Bannon, 114 F. Supp. 3d 819, 2015 WL 4274370, at \*6-7*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5GFF-0TY1-F04C-T3JJ-00000-00&context=) [refusing to reduce fee for block billing, noting that "[b]lock billing is a typical practice in this district, and blocked bills have been found to provide a sufficient basis for calculating a fee award."] As to quarter-hour increments, this is also a common practice that *O'Bannon* said had been allowed by courts in the Ninth Circuit. [*114 F. Supp. 3d 819, [WL] at \*7-8*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5GFF-0TY1-F04C-T3JJ-00000-00&context=)

Objector St. John criticized billing contract attorneys at market rates applicable to permanently hired attorneys, the application of a multiplier to their time, and the lack of resumes for some contract attorneys at Lead Counsel's firm. [Docket No. 4106, at 19]. Lead Counsel responded adequately to these points. First, contract attorneys on this case were largely fluent in Chinese, Japanese or Korean and were essential for reviewing and selecting documents and providing backup translation at depositions. In any event, the legal community now commonly uses contract attorneys. There is not the slightest justification to downgrade their billing rates or not apply a multiplier to them. Lead Counsel**[\*311]** has provided the missing resumes for contract lawyers from his firm. Alioto Decl. III.

In summary, the Special Master finds that class counsel's billing records appear highly reliable and detailed and that the time spent and the rates charges were reasonable for a case of this complexity. However, in any case of this length and magnitude there are bound to be inefficiencies and wasted time for which it is appropriate to make an across-the-board reduction to the lodestar. (IPP counsel in the *LCD* case self-imposed a 20% reduction across-the-board.) Moreover, as noted above, some criticism is merited for a rocky relationship between IPP counsel and the California Attorney General and for features of the allocation plan that have provoked controversy. Accordingly, to ensure that the lodestar truly represents hard compensable time expended for the benefit of the class, the Special Master concludes that an across-the-board reduction of 10% should be applied. This reduces the lodestar at current rates from $90,075,076.90 to $81,067,569.20.

The resulting multiplier ($173,250,000 / $81,067,569) is just under 2.14. It is below the 2.5 multiplier approved by Judge Koh in *High-Tech.* It is also well**[\*312]** within the 1-4 range in the *Vizcaino* survey of 24 decisions. [*290 F.3d at 1052-1054*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:45V7-7TV0-0038-X2PF-00000-00&context=). It is within the range of the 2 and 5 multipliers used by Judge Alsup in *Gutierrez*. And most importantly, this multiplier represents a fair but not a windfall return for the generally superb job done by IPP counsel in this case.

**IX. APPROVAL OF REQUEST FOR LITIGATION EXPENSES**

IPP's ask for approval of reimbursement to counsel of $7,634,372.50. This total consists of three categories: $2,405,000 contributed to the Litigation Expense Fund by assessments on class counsel, $733,494.48 in individual firm unreimbursed expenses, and approval of the expenditure of an additional $4,495,878.02 from settlement proceeds placed in the Future Expense Fund. IPP's original request for reimbursement was reduced by the elimination of $36,153.07 of unreimbursed expenses claimed by class counsel pursuant to a recent re-audit of those expenses as described below. The amounts spent and to be spent from the Litigation Expense Fund and the Future Expense Fund cover expert fees, reporter fees, translation costs and the like. Reimbursable expenses incurred by class counsel consist of copying charges, travel expenses, legal research, etc.

No one has**[\*313]** objected to approval of these expenses. Notwithstanding the absence of objection, the Special Master has performed a sufficient review to satisfy himself of the appropriateness of the request.

The categories of expenses are listed in detail. Compendium of Attorney Declarations, Docket No. 4073; Alioto Decl. II, ¶130, 134.

Lead Counsel appointed an Audit Committee of several firms to review and verify the expenses, assisted by an accounting firm Alioto Decl. IV, ¶27.

More recently, now cognizant of the scrupulous review that the court gave to the expense request of Direct Purchasers, Lead Counsel conducted another review of all the expense requests of every class counsel firm and eliminated questionable items. Examples of those are: first and business class airfare, charges for more leg room on a flight, alcoholic beverage charges, amounts with no backup invoices, copying charges exceeding $.20/page, amounts not matching invoices. It appears to the Special Master that the review was meticulous and conservative — more conservative, in fact, than he would have been in assessing the same expenses. Alioto ltr. dtd. 1/7/16 to Special Master, e-filed at JAMS.

Lead Counsel have offered to provide**[\*314]** the Special Master with all the backup expense invoices, or to sample them. But given the review conducted by Lead Counsel, the lack of any objection and the cost-benefit calculation of investing that time, the Special Master declined to conduct a more in-depth review.

The Special Master recommends that the request to approve reimbursement to counsel and the expenditure of settlement proceeds for legitimate litigation expenses be approved.

**X. APPROVAL OF INCENTIVE AWARDS TO CLASS REPRESENTATIVES**

IPP's request incentive awards of $15,000 to all 25 court-appointed Class Representatives[[36]](#footnote-35)37, and $5,000 for an additional 15 named plaintiffs who were not appointed by the court but acted as state representatives for a period of time[[37]](#footnote-36)38. The total requested incentive award is $450,000, which is .07% of the settlement fund.

No one has objected to this request.

These requested awards are within the range commonly approved in this District. *See* [*Moore v. Verizon Communications, Inc., 2013 U.S. Dist. LEXIS 122901, 2013 WL 4610764, No. C-09-1823 SBA, at \*15 (N.D.Cal. Aug. 28, 2013)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:597C-7M51-F04C-T1CF-00000-00&context=) ["[i]n this district, a $5,000 payment is presumptively reasonable."] The non-appointed state representatives maintained claims for several years until they were replaced for strategic reasons. Some (e.g., Frank Warner and Samuel Nasto) were deposed, and all searched for documentation and worked on discovery responses. *See,* [*LCD III, 2013 U.S. Dist. LEXIS 49885, 2013 WL 1365900, at \* 17*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:584Y-1C11-F04C-T0PD-00000-00&context=) [granting incentive payments of $7,500 to non-appointed representatives]. The Court-appointed representatives, both individuals and small businesses, all gave depositions, all produced documents, all responded to written discovery, some submitted declarations, and some worked with counsel to prepare trial testimony. A $15,000 award is entirely reasonable. *See,* [*LCD I, 2011 U.S. Dist. LEXIS 154287, 2011 WL 7575003, at \*2*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:557G-Y4J1-JCNB-300V-00000-00&context=) [granting incentive payments of $15,000 to Court-appointed representatives].**[\*316]**

The Special Master recommends approval of the requested incentive awards.

**XI. CONCLUSION**

Good cause appearing, the Special Master recommends that the Court order as follows:

1. Approve certification of the settlement class.

2. Find that the compensation to the certified IPP class is fair, reasonable and adequate.

3. Find that the plan of allocation is fair, reasonable and adequate as to class members in the Statewide Damages Classes.

4. Find that the plan of allocation is fair, reasonable and adequate as to class members in the Nationwide Class from non-repealer states even though they receive no monetary compensation.

5. Find that the plan of allocation is fair, reasonable and adequate as to class members in the Nationwide Class from the three omitted repealer states (Massachusetts, Missouri and New Hampshire) even though they receive no monetary compensation.

6. Find that the plan of allocation is **not** fair, reasonable and adequate insofar as it fails to address satisfaction of the terms of the Chunghwa settlement. Direct Lead Counsel to submit a plan that addresses how to correct the identified due process problem, what, if any, additional notice may be required, and a timeline for the Court**[\*317]** to address this problem.

7. Find that notice to the class was reasonable, appropriate under the circumstances, and met due process standards.

8. Overrule all objections other than those with respect to the treatment of the Chunghwa settlement.

9. Award attorneys' fees to IPP counsel in the amount of $173,250,000, which is equal to 30% of the settlement fund. Compute class counsel's lodestars at current billing rates which total $90,075,076.90. Reduce class counsel's lodestars by 10% across-the-board to account for inefficiencies and work that did not benefit the class, which results in an adjusted lodestar of $81,067,569 and a multiplier of just under 2.14.

10. Approve the request for approval of litigation expenses in the amount of $7,634,372.50.

11. Approve incentive awards in the amounts of $15,000 for the 25 court-approved Class Representatives and $5,000 for an additional 15 representatives who were not approved by the Court but acted for a period of time.

DATED: JANUARY 28, 2016

/s/ Martin Quinn

MARTIN QUINN

SPECIAL MASTER

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| [*Aikens v. Microsoft Corp., 159 Fed. Appx. 471 (4th Cir. 2005)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4HTM-C200-0038-X03D-00000-00&context=) |  |
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| [*Banas v. Volcano Corp., 47 F.Supp.3d 957 (N.D.Cal 2014)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5DTT-1361-F04C-T2CT-00000-00&context=) |  |
| [*Bayat v. Bank of the West, 2015 U.S. Dist. LEXIS 50416, 2015 WL 1744342 (N.D.Cal. Apr. 15, 2015)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5FSF-90X1-F04C-T3X0-00000-00&context=) |  |
| [*Bellinghausen v. Tractor Supply Co., 306 F.R.D. 245 (N.D.Cal. 2015)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5FJP-7MT1-F04C-T2WY-00000-00&context=) |  |
| [*Boeing Co. v. Van Gemert, 444 U.S. 472, 100 S. Ct. 745, 62 L. Ed. 2d 676 (1980)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-7N40-003B-S3H3-00000-00&context=) |  |
| [*Booth v. Strategic Realty Trust, Inc., No. 13-cv-04921, 2015 U.S. Dist. LEXIS 140723, 2015 WL 6002919*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5H58-FF21-F04C-T0C1-00000-00&context=) |  |
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| [*Ching v. Siemens Indus., Inc., 2014 U.S. Dist. LEXIS 89002, 2014 WL 2926210 (N.D.Cal. June 27, 2014)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5CJK-SWB1-F04C-T55H-00000-00&context=) |  |
| [*Churchill Vill., LLC v. Gen. Elec., 361 F.3d 566 (9th Cir. 2004)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4BY5-1GP0-0038-X1R8-00000-00&context=) |  |
| [*Class Plaintiffs v. Seattle, 955 F.2d 1268 (9th Cir. 1992)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-5XD0-008H-V305-00000-00&context=) |  |
| [*Comcast v. Behrend, 133 S.Ct. 1426, 185 L. Ed. 2d 515 (2013)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:582C-DKS1-F04K-F1Y9-00000-00&context=) |  |
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| [*N.H. Rev. Stat. § 358-A:2*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:8N5R-4R52-8T6X-70YR-00000-00&context=) |  |
| [*ORS § 646.775(1)*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5812-D6T1-648C-847P-00000-00&context=) |  |
| **Other Authorities** |  |
| Brian T. Fitzpatrick, *An Empirical Study of Class Action Settlements* |  |
| *and Their Fee Awards*, 7 J. |  |
| Empirical L. Stud. 811, 838-839, 842-844 (2010) |  |
| "Judges' Class Action Notice and Claims Process Checklist and Plain |  |
| Language Guide," Federal Judicial Center (2010) |  |
| Theodore Eisenberg & Geoffrey P. Miller, *Attorneys Fees and Expenses* |  |
| *in Class Action Settlements: 1993-2008*, |  |
| 7**[\*175]** J. Empirical L. Stud. 248 (2010) |  |

**Table2 (**[*Return to related document text*](#Table2_insert)**)**

**End of Document**

1. 1The settling Philips entities include Koninklijke Philips N.V. (fin/a Koninklijke Philips Electronics N.V.), Philips Electronics North America Corporation, Philips Taiwan Limited (fin/a Philips Electronics Industries (Taiwan), Ltd.), and Philips do Brasil Ltda. (f/n/a Philips da Amazonia Industria Electronica Ltda.) [↑](#footnote-ref-0)
2. 2The settling Panasonic entities include Panasonic Corporation (f/k/a Matsushita Electric Industrial Co., Ltd.), Panasonic Corporation of North America, and MT Picture Display Co., Ltd. [↑](#footnote-ref-1)
3. 3The settling Hitachi entities include Hitachi, Ltd., Hitachi Asia, Ltd., Hitachi America, Ltd., Hitachi Electronic Devices (USA), Inc., and Hitachi Displays, Ltd. (n/k/a Japan Display Inc.). [↑](#footnote-ref-2)
4. 4The settling Toshiba entities include Toshiba Corporation, Toshiba America, Inc., Toshiba America Information Systems, Inc., Toshiba America Consumer Products, L.L.C., and Toshiba America Electronic Components, Inc. [↑](#footnote-ref-3)
5. 5The settling Samsung entities include Samsung**[\*178]** SDI Co. Ltd., Samsung SDI America, Inc., Samsung SDI Brasil, Ltd., Tianjin Samsung SDI Co. Ltd., Shenzhen Samsung SDI Co., Ltd., SDI Malaysia Sdn. Bhd., and SDI Mexico S.A. de C.V. [↑](#footnote-ref-4)
6. 6The settling Thomson and TDA entities include Technicolor SA (f/k/a Thomson SA) and Technicolor USA, Inc. (f/k/a Thomson Consumer Electronics, Inc.) and Technologies Displays Americas LLC (f/k/a Thomson Displays Americas LLC). [↑](#footnote-ref-5)
7. 7This motion and court order did not include the Thomson and TDA settlement since that settlement was not entered into until June 10, 2015, after the motion for preliminary approval was filed. [↑](#footnote-ref-6)
8. 8The following factual and procedural recitation is relevant to the discussion of both approval of the settlement and the request for fees and expenses. [↑](#footnote-ref-7)
9. 9The DAPs are another group of plaintiffs in this case that purchased CRT Products directly from defendants. They include computer and television manufacturers such as Dell and Sharp and retailers such as Target, Best Buy and Costco. The DAPs joined this litigation between 2011 and 2014. [↑](#footnote-ref-8)
10. 10By Order dated February 9, 2015, the Court vacated the trial date. Docket No. 3515. [↑](#footnote-ref-9)
11. 11On November 18, 2015, the Court issued an order reminding the parties that, pursuant to the Court's previous order at page 6 of Docket No. 4077, "motions and other papers directed to the attention of the Special Master are to be served on him but not, in the first instance, to be filed with the Court." Docket No. 4195. Following that Order, the Special Master arranged**[\*194]** for all communications, other than routine e-mails about ministerial matters, to be filed with him using the JAMS Electronic Filing System called "Case Anywhere." Docket No. 4201. [↑](#footnote-ref-10)
12. 12On December 11, 2015, objectors Josef Cooper and Francis Scarpulla filed a motion with the Court asking to be appointed Co-Lead Counsel in this case to represent all consumers with claims in the "non-repealer" states. Docket No. 4241. At the January 5, 2016 hearing, when asked about this motion and whether it could render the Special Master's Report and Recommendation moot if granted, Messrs. Cooper and Scarpulla represented that this should not be the case since, if their request is granted, they envisioned only making the same arguments that they have made here in the context of their objections but now they would merely be making those arguments in their new capacity. The Court is scheduled to hear this motion on February 18, 2016. [↑](#footnote-ref-11)
13. 13Reply briefs from Lead Counsel were not considered in the Court's original scheduling order. *See* Docket No. 4185. However, Lead Counsel requested the opportunity to file a reply briefs on December 13, 2015 because the Objectors' reply briefs had gone "far beyond replying to the**[\*195]** IPP's initial submissions and raise[d] a number of new matters." The Special Master granted Lead Counsel's request on December 14, 2015, permitting Lead Counsel to file responsive briefs, not to exceed 20 pages, by December 23, 2015. In that order, the Special Master delineated the five specific issues that Lead Counsel could address in his responsive briefing. On December 14, 2015, Mr. Scarpulla requested that he be allowed to file a sur-reply if Lead Counsel were to be permitted to submit further reply briefs. The Special Master denied Mr. Scarpulla's request. [↑](#footnote-ref-12)
14. 14The Special Master reserved jurisdiction on the issue of allocation of attorneys' fees to decide after the Court issues its final award on approval of the settlement and attorneys' fees/costs and incentive awards. [↑](#footnote-ref-13)
15. 15One Supplemental Objection was filed at Docket 4144 by the same objectors who filed an objection at Docket 4119. [↑](#footnote-ref-14)
16. 16One objection, by Objector**[\*196]** Johnson (Docket No. 4128), was received on 10/16/15 after the 10/9/15 deadline. The Special Master has considered it notwithstanding the late filing. The objection of Saik (Docket No. 4140) was filed late, on 10/24/15, but admissible evidence confirmed that it was delivered to the Clerk's office on 10/9/15. [↑](#footnote-ref-15)
17. 17Lead Counsel contends that Messrs. Scarpulla and Cooper lack standing to object to the Proposed Settlements since they are not members of the class and they are bringing the objections on behalf of the IPPs as a whole rather than on behalf of an individual class member client. Messrs. Scarpulla and Cooper contend that as class counsel they have standing in light of their fiduciary duty to act in the best interests of the class. *See* [*In re TracFone Unlimited Serv. Plan. Litig., 112 F. Supp. 3d 993, 2015 WL 4051882, at \* 11 (N.D.Cal. July 2, 2015)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5GBW-9FY1-F04C-T208-00000-00&context=) (objector has no legal standing to object to a settlement unless he can demonstrate that he is an aggrieved class member); *but see* ***Staton v. Boeing Co., 327 F.3d 938, 960 (9th Cir. 2003)*** ("class counsel ultimately owe their fiduciary responsibility to the class as a I whole and are therefore not bound by the views of the named plaintiffs regarding any settlement"). The Special Master concludes that the proper approach is to consider the arguments set forth in their briefs in furtherance of the Court's fiduciary duty to the class to assure that the settlement is fair. *See* [*Rodriguez v. Disner, 688 F.3d 645, 656 (9th Cir. 2012)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:569J-KJ31-F04K-V3RF-00000-00&context=); [*In re Pet Food Products Liab. Litig. 629 F.3d 333, 349 (3d Cir. 2010)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:51R0-77T1-652R-100B-00000-00&context=) ["trial judges bear the important responsibility of protecting absent class members," and must be "assur[ed] that the settlement represents adequate compensation for the release**[\*199]** of the class claims."]; [*Ehrheart v. Verizon Wireless, 609 F.3d 590, 593 (3d Cir. 2010)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:7YPS-K601-652R-1002-00000-00&context=) [stressing that "[t]he purpose of ***Rule 23(e)*** is to protect the unnamed members of the class," and that a "district court acts as a fiduciary" for absent class members]. [↑](#footnote-ref-16)
18. 18The Settlement Amounts have been deposited into an escrow account and invested. If the Settlements are finally approved, any interested earned thereon (together with the Settlement Amounts) will become part of the Settlement Fund. [↑](#footnote-ref-17)
19. 19It should be noted that the Proposed Settlement Class is identical to the class preliminarily approved by the Court with respect to the settlements at issue here (Docket No. 3906) as well as the Settlement Class finally approved by the Court in conjunction with IPP's settlement with LG (Docket No. 2542). The LG Court-approved settlement also involved an identical release of all claims nationwide. [↑](#footnote-ref-18)
20. 20Residents of**[\*204]** Illinois, Oregon and Washington are excluded from the Nationwide Class because the Attorneys General of those states are suing the Defendants on behalf of residents of those states. [↑](#footnote-ref-19)
21. 21All of the Indirect Purchaser State Classes are the same except that three states — Hawaii, Nebraska and Nevada — have slightly shorter damages periods because the statutes allowing indirect purchasers to bring an ***antitrust*** claim for damages in these three states were enacted after March 1, 1995, the beginning of the alleged Class Period. The Court dismissed claims based on purchases made prior to the enactment of these statutes on the grounds that the state legislatures did not intend the statutes to apply retroactively. *See* [*In Re: Cathode Ray Tube (CRT)* ***Antitrust*** *Litig., 738 F.Supp.2d 1011, 1025-26 (N.D.Cal. 2010)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:512K-XW81-652H-701M-00000-00&context=). [↑](#footnote-ref-20)
22. 22It should be noted that the Court has already certified 22 indirect purchaser state classes which are defined similarly to the Indirect Purchaser State Classes proposed here (Docket Nos. 1742 and 1950). The Settlement Class proposed here is different in that the Class that was already certified: (1) requires that the Indirect Purchaser State Class Members be residents of the respective States, whereas here, the Settlement Class requires only that the purchase was made in one of**[\*205]** the States; (2) is limited to televisions and monitors containing CRTs, whereas the Settlement Class here includes CRTs, televisions and monitors containing CRT and other products containing CRTs; and (3) consists of the Indirect Purchaser State Classes defined above, whereas the Settlement Class here also includes the Nationwide Class. [↑](#footnote-ref-21)
23. 23Neither the Report & Recommendation in *DRAM* nor the Court's approval of that Report & Recommendation can be found on Westlaw. The Special Master will therefore cite directly from the docket version of this document throughout this Report & Recommendation. [↑](#footnote-ref-22)
24. 24Objectors Scarpulla and Cooper point to language in Lead Counsel's November 19, 2015, motion brief in which Lead Counsel stated that "Lead Counsel was appointed to represent the interests of purchasers in the 22 indirect purchaser state classes. He has no duty to represent**[\*213]** purchasers in other states." Motion for Final Approval, p. 43, n.71. Objectors take this quote out of context. Lead Counsel was not stating that he never advanced the interests of the Nationwide class in this litigation. Instead, he was merely explaining that, during the litigation phase of the case, he had "no duty to represent" members of the Nationwide Class for purposes of approaching attorneys general about pursuing potential *parens patriae* actions. Lead Counsel sufficiently explained this distinction in his Reply brief. There, he notes that at the settlement stage, he had a duty to represent all members of the proposed settlement class vigorously which, as the Special Master has observed, is exactly what Lead Counsel did. [↑](#footnote-ref-23)
25. 26All Statewide Damages class members will be required to complete a claim form containing: (i) contact information; (ii) verification of membership in one of the Statewide Damages Classes; (iii) the number and type of each CRT Product purchased during the class period; and (iv) an attestation under penalty of perjury that the information provided is accurate. All claimants will be subject to auditing and requests for documentation of purchases by the Settlement Administrator. [↑](#footnote-ref-24)
26. 27*See, e.g.*, Objectors' law review-styled discussion at pages 18-20 of their December 9, 2015 Reply brief. [↑](#footnote-ref-25)
27. 28The Net Settlement Fund consists of the $10 million total, less 25% for attorneys' fees,**[\*256]** litigation expenses, notice and claim expenses. The Net Settlement Fund is to be a minimum of $5 million. [↑](#footnote-ref-26)
28. 29IPP counsel notes correctly that a DOJ prosecution of one defendant actually helps other defendants who argue that their non-prosecution demonstrates their innocence. Alioto Reply Decl. ¶4. [↑](#footnote-ref-27)
29. 30The settling entity was actually LPD, a combination of Philips and LG, whom the IPPs held responsible for Philips's liability. [↑](#footnote-ref-28)
30. 31[*Comcast v. Behrend, 133 S.Ct. 1426, 185 L. Ed. 2d 515 (2013)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:582C-DKS1-F04K-F1Y9-00000-00&context=); [*In re Rail Freight Fuel Surcharge* ***Antitrust*** *Litig., 725 F.3d 244, 406 U.S. App. D.C. 371 (D.C. Cir. 2013)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5935-JGM1-F04K-Y015-00000-00&context=) [vacating class certification in light of *Comcast*] [↑](#footnote-ref-29)
31. 32[*In re Graphics Processing* ***Antitrust*** *Litig., 253 F.R.D. 478 (N.D.Cal. 2008)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4V0N-2700-TXFP-C2CK-00000-00&context=) (Alsup, J.) [Neff analysis rejected]; [*In re Flash Memory* ***Antitrust*** *Litig., 2010 U.S. Dist. LEXIS 66466, 2010 W.L. 233208 (N.D.Cal., C070086, 6/9/10)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:7YW7-8X41-652H-7003-00000-00&context=) (Armstrong, J.) [Neff analysis rejected]; [*In re Optical Disk Drive* ***Antitrust*** *Litig., 303 F.R.D. 311 (N.D.Cal. 2014)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5D9G-TV81-F04C-T06S-00000-00&context=) (Seeborg, J.) [↑](#footnote-ref-30)
32. 33E.g., [*Motorola Mobility LLC v. AU Optronics Corp., 775 F.3d 816 (7th Cir. 2015)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5F2V-5FJ1-F04K-R1DB-00000-00&context=) [↑](#footnote-ref-31)
33. 34The truth is that whether to start with a lodestar and use a percentage cross-check, or to proceed vice versa, is truly a matter of comfort and gut sense for the particular case rather than a real methodological difference. [↑](#footnote-ref-32)
34. 35Objector Westfall said that the average billing rate of $879 was excessive, but he used the wrong number for total recorded hours. [↑](#footnote-ref-33)
35. 36Block billing is the inclusion in a single time entry of multiple activities during a single day without breaking out how much time the attorney spent on each activity. [↑](#footnote-ref-34)
36. 37Brian Luscher, Jeffrey Figone, Steven Ganz, Lawyer's Choice Suites, Inc., David Rooks, Daniel Riebow, Travis Burau, Southern Office Supply, Inc., Kerry Lee Hall, Lisa Reynolds, David Norby, Barry Kushner, Charles Jenkins, Steven Fink, Gloria Comeaux, Craig Stephenson, Janet Ackerman, Louise Wood, Patricia Andrews, Gary Hanson, Jeff Speaect, Albert Sidney Crigler, Margaret Slagle,**[\*315]** John Larch, and Brigid Terry. [↑](#footnote-ref-35)
37. 38Frank Warner, Samuel Nasto, Carman Gonzales, Dana Ross, Ryan Rizzo, Misti Walker, Conrad Carty, Bedrock Management Company, Inc., Brady Lane Cotton, Colleen Sobotka, Steven Hawley, Daniel Hergert, Chad Klebs, Donna Marie Ellingson, and Jerry Cook. [↑](#footnote-ref-36)