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# [***In re: Cathode Ray Tube (CRT) Antitrust Litig.***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=)

United States District Court for the Northern District of California

July 7, 2016, Decided; July 7, 2016, Filed

MDL No. 1917; Case No. C-07-5944 JST

**Reporter**

2016 U.S. Dist. LEXIS 88665 \*; 2016-2 Trade Cas. (CCH) P79,709

IN RE: CATHODE RAY TUBE (CRT) ***ANTITRUST*** LITIGATION. This Order Relates To: ALL INDIRECT PURCHASER ACTIONS

**Prior History:** [*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=)  
[*In re Cathode Ray Tube (CRT)* ***Antitrust*** *Litig., 2016 U.S. Dist. LEXIS 24951 (N.D. Cal., Jan. 28, 2016)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5J6H-G801-F04C-T0BM-00000-00&context=)

**Core Terms**

settlement, notice, Objectors, class member, repealer, parties, class action, ***Antitrust***, damages, settlement fund, attorneys', purchasers, final approval, recommended, claimants, overrules, proposed settlement, non-repealer, indirect, objected, costs, injunctive relief, approve, district court, resellers, expenses, adopts, adequacy, products, cases

**Case Summary**

**Overview**

HOLDINGS: [1]-Information that indirect purchaser plaintiffs (IPPs) provided regarding potential recovery, even though stated in the aggregate, was sufficient to permit a court to review proposed settlements of a price-fixing class action under *Fed. R. Civ. P. 23(e)* for fairness, reasonableness, and adequacy when combined with the plan of allocation that described the minimum and maximum that could be recovered by each class member; [2]-Class members' positive reaction to the settlement weighed in favor of approval; [3]-Clear sailing provision did not give the court cause for concern, as class counsel's fee would be awarded from the same common fund as the recovery to the class; [4]-IPPs' claims for injunctive relief did not have value, as it was unlikely that alleged conduct would recur in the future and thus, it was not unreasonable to release them for no consideration.

**Outcome**

The court granted final approval of indirect purchaser settlements.

**LexisNexis® Headnotes**

***Antitrust*** & Trade Law > Clayton Act > Claims

***Antitrust*** & Trade Law > ... > Private Actions > Purchasers > Direct Purchasers

***Antitrust*** & Trade Law > ... > Private Actions > Purchasers > Indirect Purchasers

[***HN1***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc1)[] **Clayton Act, Claims**



In Illinois Brick, the United States Supreme Court held that only direct purchasers could recover damages for price-fixing under § 4 of the Clayton Act. The Supreme Court barred indirect purchasers' suits, and left the field of private ***antitrust*** enforcement to the direct purchasers. In response to the Illinois Brick decision, many states passed so-called "Illinois Brick repealer statutes," which give indirect purchasers the right to sue when firms violate analogous state ***antitrust*** laws. Such states are referred to a "repealer states." A state which has not enacted such a statute is referred to as a "non-repealer state."

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

[***HN2***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc2)[] **Class Actions, Compromise & Settlement**



The claims, issues, or defenses of a certified class may be settled only with the court's approval. *Fed. R. Civ. P. 23(e)*.

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

[***HN3***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc3)[] **Class Actions, Compromise & Settlement**



*Fed. R. Civ. P. 23(e)* requires a district court to determine whether a proposed settlement is fundamentally fair, adequate, and reasonable. To assess a settlement proposal, the district court must balance a number of 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 the class members to the proposed settlement. While the court considers each factor individually, it is the settlement taken as a whole, rather than the individual component parts, that must be examined for overall fairness. The settlement must stand or fall in its entirety.

Civil Procedure > Judicial Officers > Masters

[***HN4***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc4)[] **Judicial Officers, Masters**



When reviewing a report and recommendation, a district court reviews the special master's findings of fact and conclusions of law de novo, and his rulings on procedural matters for abuse of discretion. [*Fed. R. Civ. P. 53(f)*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5GYC-22N1-6N19-F034-00000-00&context=).

Civil Procedure > ... > Class Actions > Class Members > Absent Members

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

[***HN5***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc5)[] **Class Members, Absent Members**



There is a strong judicial policy that favors settlements, particularly where complex class action litigation is concerned. However, settlement of class actions present unique due process concerns for absent class members, and a district court has a fiduciary duty to look after the interests of those absent class members.

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

Evidence > Burdens of Proof > Allocation

[***HN6***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc6)[] **Class Actions, Compromise & Settlement**



The Ninth Circuit usually imposes the burden on the party objecting to a class action settlement.

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

Civil Procedure > Special Proceedings > Class Actions > Prerequisites for Class Action

[***HN7***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc7)[] **Class Actions, Compromise & Settlement**



In determining whether to approve a class action settlement, a court's threshold task is to ascertain whether the proposed settlement class satisfies the requirements of *Fed. R. Civ. P. 23(a)* applicable to all class actions, namely: (1) numerosity, (2) commonality, (3) typicality, and (4) adequacy of representation. The court must also ensure that at least one of the three requirements of *Rule 23(b)* is met.

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

[***HN8***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc8)[] **Class Actions, Compromise & Settlement**



Adequate notice is critical to court approval of a class settlement under *Fed. R. Civ. P. 23(e)*.

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

[***HN9***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc9)[] **Class Actions, Compromise & Settlement**



Approval of a class settlement is appropriate when plaintiffs must overcome significant barriers to make their case.

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

[***HN10***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc10)[] **Class Actions, Compromise & Settlement**



Difficulties and risks in litigating weigh in favor of approving a class settlement.

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

[***HN11***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc11)[] **Class Actions, Compromise & Settlement**



In assessing the consideration obtained by the class members in a class action settlement, it is the complete package taken as a whole, rather than the individual component parts, that must be examined for overall fairness. In this regard, it is well-settled law that a proposed settlement may be acceptable even though it amounts to only a fraction of the potential recovery that might be available to the class members at trial.

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

[***HN12***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc12)[] **Class Actions, Compromise & Settlement**



In reviewing class action settlements, the relevant question is not how large the total dollar amount of the settlement is, but how great a percentage of the potential recovery it represents.

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

[***HN13***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc13)[] **Class Actions, Compromise & Settlement**



The Northern District of California's Procedural Guidance provides a useful checklist for attorneys and the court, and the United States District Court for the Northern District of California has previously relied upon it in evaluating proposed settlements. However, it is intended, as both its title and the court's introductory language make clear, simply as guidance. In the end, what is required is sufficient information for the court to confidently determine that a settlement taken as a whole is fair, reasonable, and adequate. *Fed. R. Civ. P. 23(e)(2)*.

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

[***HN14***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc14)[] **Class Actions, Compromise & Settlement**



In the context of class action settlements, formal discovery is not a necessary ticket to the bargaining table where the parties have sufficient information to make an informed decision about settlement. However, the extent of discovery completed supports approval of a proposed settlement, especially when litigation has proceeded to a point at which both plaintiffs and defendants have a clear view of the strengths and weaknesses of their cases.

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

[***HN15***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc15)[] **Class Actions, Compromise & Settlement**



In the context of class action settlements, the recommendations of plaintiffs' counsel should be given a presumption of reasonableness. Although a court might give weight to the fact that counsel for the class or the defendant favors the settlement, the court should keep in mind that the lawyers who negotiated the settlement will rarely offer anything less than a strong, favorable endorsement.

Civil Procedure > Special Proceedings > Class Actions > Class Action Fairness Act

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

[***HN16***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc16)[] **Class Actions, Class Action Fairness Act**



The Class Action Fairness Act (CAFA) requires notice of a settlement be given to affected states with time to comment prior to final approval of the settlement. [*28 U.S.C.S. § 1715(b)*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:4YF7-GRX1-NRF4-428T-00000-00&context=). This allows the appropriate state or federal official the chance to voice concerns if they believe that the class action is not in the best interest of their citizens. The notification procedure serves as a check against inequitable settlements and deters collusion between class counsel and defendants to craft settlements that do not benefit the injured parties.

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

[***HN17***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc17)[] **Class Actions, Compromise & Settlement**



Class members' positive reaction to a settlement weighs in favor of settlement approval; 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 are favorable to the class members. A low number of opt-outs and objections in comparison to class size is typically a factor that supports settlement approval.

Civil Procedure > Special Proceedings > Class Actions > Certification of Classes

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

Civil Procedure > ... > Class Actions > Class Attorneys > Fees

[***HN18***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc18)[] **Class Actions, Certification of Classes**



Where a class has not already been certified prior to final approval of a settlement, a court is required to look for subtle signs that class counsel have allowed pursuit of their own self-interests to infect the negotiations. These signs include: (1) when counsel receive a disproportionate distribution of the settlement; (2) when the parties negotiate a "clear sailing" arrangement (i.e., an arrangement where defendant will not object to a certain fee request by class counsel); and (3) when the parties create a reverter that returns unclaimed fees to the defendant.

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

Civil Procedure > ... > Class Actions > Class Attorneys > Fees

[***HN19***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc19)[] **Class Actions, Compromise & Settlement**



The dominant risk with clear sailing provisions is that defendants might persuade class counsel to accept a lower payment to the class in exchange for a promise not to object to a (presumably higher) fee. Therefore, when confronted with a clear sailing provision, a district court has a heightened duty to peer into the provision and scrutinize closely the relationship between attorneys' fees and benefit to the class, being careful to avoid awarding unreasonably high fees simply because they are uncontested. Although clear sailing provisions are not prohibited, they by their nature deprive the court of the advantages of the adversary process in resolving fee determinations and are therefore disfavored. Even if a district court finds a clear sailing provision exists but is severable, a severable clause simply may not be severed from the court's *Fed. R. Civ. P. 23(e)* analysis. However, a clear sailing provision does not signal the possibility of collusion where class counsel's fee will be awarded by the court from the same common fund as the recovery to the class.

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

[***HN20***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc20)[] **Class Actions, Compromise & Settlement**



Approval of a plan of allocation of settlement proceeds in a class action is governed by the same standards of review applicable to approval of the settlement as a whole: the plan must be fair, reasonable and adequate. 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. A settlement can be reasonable if it fairly treats class members by awarding a pro rata share to every authorized claimant, but also sensibly makes interclass distinctions based upon, inter alia, the relative strengths and weaknesses of class members' individual claims.

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

[***HN21***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc21)[] **Class Actions, Compromise & Settlement**



The general rule is that settling class members generally cannot validly release other class members' claims that they themselves do not possess, for no consideration. However, it is fine to release a claim without compensation if the value of the claim is zero. A claim which cannot be proven is worth essentially nothing. Consideration of nothing for releasing a worthless claim is therefore fair, reasonable, and adequate.

Civil Procedure > Remedies > Injunctions > Permanent Injunctions

[***HN22***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc22)[] **Injunctions, Permanent Injunctions**



The sole function of an action for injunction is to forestall future violations and therefore where the record discloses no threat or probability of resumption of an abandoned practice, injunctive relief is not available.

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

[***HN23***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc23)[] **Class Actions, Compromise & Settlement**



No Ninth Circuit case holds that the release of a class action claim must be compensated in all instances, and the United States District Court for the Northern District of California will not break new ground by announcing one.

***Antitrust*** & Trade Law > ... > Private Actions > Purchasers > Indirect Purchasers

Civil Procedure > ... > Justiciability > Mootness > Real Controversy Requirement

***Antitrust*** & Trade Law > Clayton Act > Remedies > Injunctions

[***HN24***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc24)[] **Purchasers, Indirect Purchasers**



Statutory authority exists to sue for injunctive relief in any court of the United States having jurisdiction over the parties, [*15 U.S.C.S. § 26*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:4YF7-GN71-NRF4-41ND-00000-00&context=), whether or not the claims have merit. A district court has authority to enter judgment in favor of the party bringing those claims, or against that party. Similarly, the court has jurisdiction to approve releases. That indirect purchaser plaintiffs would be very unlikely to prevail on the merits of their injunctive relief claims does not negate the existence of a case or controversy-- this confuses mootness with the merits.

Civil Procedure > ... > Class Actions > Class Members > Named Members

[***HN25***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc25)[] **Class Members, Named Members**



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. The primary responsibility of class counsel is to represent the entire class as it believes appropriate. Class counsel must make their own determinations about the appropriate course of action, taking full account of their fiduciary obligation to the class as a whole.

Civil Procedure > ... > Class Actions > Class Members > Named Members

[***HN26***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc26)[] **Class Members, Named Members**



There can be no conflicts of interest between named parties and the class they seek to represent. Yet the fact that it is possible to draw a line between categories of class members does not necessarily mean that subclasses are required under Amchem.

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

[***HN27***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc27)[] **Class Actions, Compromise & Settlement**



It is a class action settlement taken as a whole, rather than the individual component parts, that must be examined for overall fairness. A district court does not have the ability to delete, modify or substitute certain provisions. The settlement must stand or fall in its entirety.

***Antitrust*** & Trade Law > Sherman Act > Defenses

Governments > Legislation > Statute of Limitations > Time Limitations

***Antitrust*** & Trade Law > Clayton Act > Defenses

[***HN28***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc28)[] **Sherman Act, Defenses**



For federal ***antitrust*** claims, the statute of limitations is four years. [*15 U.S.C.S. §15b*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:4YF7-GKV1-NRF4-43V6-00000-00&context=). The statute is also four years in Massachussets ([*Mass Gen. Laws. ch. 260, § 5A*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5FFB-G2B1-6HMW-V0T8-00000-00&context=)), Missouri ([*Mo. Rev. Stat. § 416.131.2*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5DT0-CDS1-6M8F-5097-00000-00&context=)), and New Hampshire ([*RSA 356:12(II)*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5B8M-42N1-669P-00Y6-00000-00&context=) as applied to [*RSA 356:11(II)*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5B8M-42N1-669P-00Y4-00000-00&context=)).

Civil Procedure > Special Proceedings > Class Actions > Certification of Classes

Governments > Legislation > Statute of Limitations > Tolling

[***HN29***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc29)[] **Class Actions, Certification of Classes**



Filing a class action suit tolls the statute for all asserted members of the class (not just intervenors) who would be parties if the class were certified. A putative class action only tolls the statute of limitations for putative class members until the trial court denies class certification, dismisses the lawsuit, or otherwise strips the action of its putative-class-action status.

Civil Procedure > Special Proceedings > Class Actions > Notice of Class Action

Governments > Legislation > Statute of Limitations > Tolling

[***HN30***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc30)[] **Class Actions, Notice of Class Action**



District courts do not require separate notice to a class beyond the order of dismissal for the statute of limitations to resume running.

***Antitrust*** & Trade Law > Consumer Protection > Deceptive & Unfair Trade Practices > State ***Regulation***

Governments > Legislation > Statute of Limitations > Time Limitations

[***HN31***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc31)[] **Deceptive & Unfair Trade Practices, State Regulation**



The Missouri Merchandising Practices Act (MMPA), [*Mo. Rev. Stat. § 407.010 et seq.*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5DT0-CDR1-6M8F-50GR-00000-00&context=), provides for a five year statute of limitations.

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

[***HN32***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc32)[] **Class Actions, Compromise & Settlement**



Approval of a plan of allocation of settlement proceeds in a class action is governed by the same standards of review applicable to approval of the settlement as a whole: the plan must be fair, reasonable and adequate. 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.

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

Evidence > Burdens of Proof > Allocation

[***HN33***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc33)[] **Class Actions, Compromise & Settlement**



The burden is on the party objecting to a class settlement.

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

Evidence > Burdens of Proof > Allocation

Civil Procedure > ... > Justiciability > Standing > Personal Stake

[***HN34***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc34)[] **Class Actions, Compromise & Settlement**



Formal objections to a proposed settlement may only be made by class members. The burden rests with objectors to establish their standing. Simply being a member of a class is not enough to establish standing. One must be an aggrieved class member. One who suffered no injury likely to be redressed by a favorable decision lacks standing. An amicus curiae is not a party to the litigation and technically has no standing to object to the settlement. Even if a court finds that a putative objector lacks standing to object, it may still consider that putative objector's objections to a class settlement, which may help the court satisfy its fiduciary duties. The objector therefore needs only a procedural vehicle with which to place his arguments before the district court, which is provided by *Fed. R. Civ. P. 23(h)(2)*: a class member, or a party from whom payment is sought, may object to the motion for class counsel's fees.

Civil Procedure > Appeals > Appellate Briefs

Civil Procedure > Judicial Officers > Judges > Discretionary Powers

[***HN35***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=LNHNREFclscc35)[] **Appeals, Appellate Briefs**



A district court has inherent authority to control its own docket and may enforce limitations on briefing or incorporation by reference.

**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.

For MT Picture Display Co., LTD, Defendant: Adam C. Hemlock, LEAD ATTORNEY, Weil Gotshal and Manges LLP, New York, NY; David L. Yohai, LEAD ATTORNEY, Weil, Gotshal, & Manges, LLP, New York, NY; 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**[\*140]** City, CA; 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; 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; 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; 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; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Michelle**[\*141]** Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Molly Donovan, Winston & Strawn LLP, New York, NY; Molly M Donovan, Dewey & LeBoeuf LLP; 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 Alan Reiss, Weil, Gotshal & Mangesl LLP, New York, NY.

For Panasonic Corporation, Defendant: David L. Yohai, LEAD ATTORNEY, Weil, Gotshal, & Manges, LLP, New York, NY; Lucia Freda, LEAD ATTORNEY, Weil. Gotshal & Manges LLP; Adam C. Hemlock, Weil Gotshal and Manges 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; 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; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Jennifer Stewart, Winston and Strawn**[\*142]** 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; 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; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Molly Donovan, Winston & Strawn 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 Alan Reiss, Weil, Gotshal & Mangesl LLP, New York, NY.

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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.

For Toshiba America Consumer Products, Inc., Defendant: Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Samuel J. Sharp, PRO HAC VICE, Washington, DC; William H. Bave, III, PRO HAC VICE, New York, NY.

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PT.MT Picture Display Indonesia, Defendant, Pro se.

For PT.MT Picture Display Indonesia, Defendant: Craig Y. Allison, Bunsow, De Mory, Smith & Allison LLP, Redwood City, CA.

For Technologies Displays Americas LLC, formerly known as Thomson Displays**[\*159]** Americas LLC, Defendant: Arthur Slezak Gaus, LEAD ATTORNEY, Dillingham Murphy, LLP, San Francisco, CA; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Donald Arthur Wall, PRO HAC VICE, Squire Patton Boggs (US) LLP, Phoenix, AZ; Ellen Tobin, PRO HAC VICE, Curtis, Mallet-Provost, Colt Mosle LLP, New York, NY; Jeffrey Ira Zuckerman, PRO HAC VICE, Buris, Mallet Prevost, Colt Mosle LLP, Washington, DC; Mark C. Dosker, Squire Patton Boggs (US) LLP, San Francisco, CA; Nathan Lane, III, Belvedere, CA.

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For Technicolor USA, Inc., formerly known as Thomson Consumer Electronics, Inc., Defendant: Calvin L. Litsey, LEAD ATTORNEY, Faegre Baker Daniels LLP, East Palo Alto, CA; Anna Marie Konradi, Faegre Baker Daniels LLP, Indianapolis, IN; Calvin Lee Litsey, Faegre Baker Daniels LLP, East Palo Alto, CA; Stephen Michael Judge, Faegre Baker Daniels LLP, South**[\*160]** Bend, IN.

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For Mitsubishi Electric Visual Solutions America, Inc, Defendant: Terrence Joseph Truax, LEAD ATTORNEY, Jenner & Block LLC, Chicago, IL; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Charles B. Sklarsky, Jenner and Block, LLP, Chicago, IL; Gabriel A. Fuentes, Jenner & Block, LLP, Chicago, IL; Harold A. Barza, Quinn Emanuel Urquhart & Sullivan, LLP, Los Angeles, CA; Kevin Yoshiwo Teruya, Quinn Emanuel Urquhart and Sullivan LLP, Los Angeles, CA; Michael T. Brody, Jenner & Block LLP, Chicago, IL; Molly McGrail Powers, Jenner And Block LLP, Chicago, IL; Ryan Seth Goldstein, Quinn Emanuel Urquhart & Sullivan LLP, Tokyo Japan; Shaun M. Van Horn, Jenner And Block LLP, Chicago, IL.

For Philips Taiwan Limited, Defendant: Charles M Malaise, LEAD ATTORNEY, PRO HAC VICE, Washington, DC; Erik T. Koons, LEAD ATTORNEY, PRO HAC VICE, Baker**[\*161]** Botts LLP; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; John M. Taladay, PRO HAC VICE, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, PRO HAC VICE, Baker Botts L.L.P., Palo Alto, CA; Joseph A. Ostoyich, PRO HAC VICE, Howrey LLP, Washington, DC; Tiffany Belle Gelott, Baker Botts LLP, Washington, DC.

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For Sean Hull, Objector: Timothy Ricardo Hanigan, LEAD ATTORNEY, Lang Hanigan & Carvalho, LLP, Woodland Hills, CA.

For Gordon Morgan, Objector: Timothy Ricardo Hanigan, LEAD ATTORNEY, Lang Hanigan & Carvalho, LLP, Woodland Hills, CA.

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

For Dan L. Williams & Co., Objector: Paul Brian Justi, Law Offices of Paul B. Justi, Walnut Creek, CA.

For John Finn, Objector: Steve A Miller, LEAD ATTORNEY, Steve A. Miller, P.C., Denver, CO.

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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.

For Carroll Cut-Rate Furniture, Miscellaneous: Jeff D Friedman, Hagens Berman Sobol Shapiro LLP, Berkeley, CA.

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.

For John R. Stoebner, as Chatper 7 Trustee for PBE Consumer Electronics, LLC and related entities, Miscellaneous: Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; William A. Isaacson, Boies Schiller & Flexner, Washington, DC.

For State of Illinois, Intervenor: Blake Lee Harrop, LEAD ATTORNEY, Office of the Attorney General, Chicago, IL; Chadwick**[\*167]** Oliver Brooker, Office of the Illinois Attorney General, Chicago, IL.

For State of Oregon, Intervenor: Tim David Nord, Oregon Department of Justice, Salem, OR.

**Judges:** JON S. TIGAR, United States District Judge.

**Opinion by:** JON S. TIGAR

**Opinion**

**ORDER GRANTING FINAL APPROVAL OF INDIRECT PURCHASER SETTLEMENTS**

In this large ***antitrust*** multidistrict litigation case ("MDL"), Lead Counsel for one of three sets of plaintiffs — the Indirect Purchaser Plaintiffs ("IPPs") — moves for final approval of the settlements reached between the IPPs and various defendants. The settlement agreements resolve claims against six different corporate families. Also before the Court is the allocation of eight different settlement funds. The Court previously referred the settlements and allocation issues to Special Master Martin Quinn. ECF No. 4077. He recommended approval in a Report and Recommendation issued on January 28, 2016. ECF No. 4351 ("R&R"). Various parties then filed objections to the R&R, which this order resolves. The Special Master also recommended that Lead Counsel make certain adjustments to the distribution of the settlement reached with defendant Chunghwa; Lead Counsel did so, and the Special Master recommended that the Court**[\*168]** approve that plan as well. ECF No. 4445 ("Supplemental R&R"). Objections were filed to the Supplemental R&R, which are also before the Court.

The Court will overrule the objections to the six settlements, grant final approval of the six pending settlements, and approve the allocation with respect to all eight settlements. The Court will also adopt both the R&R and the Supplemental R&R, except as excluded here or as relates to those matters reserved for a future order. The Court reserves ruling on issues pertaining to attorneys' fees, expenses, and incentive awards, which will be the subject of a separate order.

**I. BACKGROUND**

The history of this case is well known to the parties, objectors, and interested states. By way of summation, this case is predicated upon an alleged conspiracy to price-fix cathode ray tubes ("CRTs"), a core component of tube-style screens for common devices including televisions and computer monitors.[[1]](#footnote-0)1 This conspiracy ran from March 1, 1995 to November 25, 2007, involved many of the major companies that produced CRTs, and allegedly resulted in overcharges of millions, if not billions, of U.S. dollars to domestic companies that purchased and sold CRTs or finished**[\*169]** products containing CRTs for purposes such as personal use. A civil suit was originally filed in 2007, ECF No. 1, consolidated by the Joint Panel on Multidistrict Litigation shortly thereafter, see ECF No. 122, assigned as an MDL to Judge Samuel Conti, see id., and ultimately transferred to the undersigned, see ECF No. 4162.

Discovery leading up to the pending settlement agreements has been extensive, spanning millions of pages and hundreds of depositions taken over eight-plus years. Motion practice has been extensive and hard-fought. For example, the parties filed or responded in some way to 36 motions for summary judgment, ECF No. 4370 at 16, and 64 motions in limine, id. at 20.

Before this large, comprehensive settlement, there were two smaller ones. The IPPs settled with Chunghwa for $10,000,000 in 2011,[[2]](#footnote-1)2 and with LG for $25,000,000 in 2013.[[3]](#footnote-2)3 Both the Chunghwa**[\*170]** settlement and LG settlement postponed approval of the allocation of the settlement funds pending additional settlements with the remaining defendants.

The Court originally set the case for trial in March 2015. As the trial date approached or shortly after it was continued, the IPPs reached settlement agreements with six groups of Defendants in the shadow of the pending motions. The settlements included agreements with Philips for $175,000,000,[[4]](#footnote-3)4 Panasonic for $70,000,000,[[5]](#footnote-4)5 Hitachi for $28,000,000,[[6]](#footnote-5)6 Toshiba for $30,000,000,[[7]](#footnote-6)7 Samsung SDI for $225,000,000,[[8]](#footnote-7)8 and Thomson and TDA (jointly) for $13,750,000,[[9]](#footnote-8)9 for a total of $541,750,000. Including the prior Chunghwa and LG settlements, the total IPP settlement amount is $576,750,000.

Except for the funds from the Chunghwa settlement (which the Court addresses later), the settlement agreements[[10]](#footnote-9)10 propose to distribute the settlement funds on a pro-rata basis based on the number of claimants, with a proposed minimum recovery of $25 per person,[[11]](#footnote-10)11 and a cap on recovery of treble the damages a claimant has actually suffered. See R&R at 56; ECF No. 4071 at 9. There will be no *cy pres* distribution, no coupons, and no reversion to any defendant. Money will be paid to those claimants in states where the law permits recovery by indirect purchasers[[12]](#footnote-11)12 (so-called "repealer states"). The nationwide class — including both those in repealer states, as well as those in states whose laws do not provide for recovery to indirect purchasers ("non-repealer states") —**[\*173]** would agree to release all present and future claims for injunctive relief. The Court previously granted preliminary approval of these settlements. ECF No. 3906.

On September 24, 2015, the Court appointed**[\*174]** Special Master Martin Quinn to evaluate whether the IPP Settlements were fair and reasonable, and to "assist[] 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, and service awards to the named plaintiffs, including any objections to these matters[.]" ECF No. 4077 at 3. Lead Counsel for the IPPs filed a motion for final approval of these settlements before the Special Master on November 19, 2015. ECF No. 4370.

Special Master Quinn reviewed the proposed settlement, the moving papers filed in support, the objections filed in opposition, the applications for an award of attorneys' fees, certain records lodged in support of those fee applications, and other materials filed in support and opposition. See, e.g., ECF Nos. 4363-68, 4370-73. He recommended that the settlement be approved. R&R at 77.

In his R&R, Special Master Quinn noted certain problems with the plan of distribution for the Chunghwa settlement, rejected the motion for approval**[\*175]** of allocation of funds from that settlement as originally framed, and recommended that Lead Counsel modify the plan of distribution to address the Special Master's concerns. Lead Counsel made the requested changes, and the Special Master approved the modified plan. Supplemental R&R at 7-8.

Several parties filed objections to Special Master Quinn's original R&R,[[13]](#footnote-12)13 and certain states filed Statements of Interest,[[14]](#footnote-13)14 all of which the Court now considers. Various parties also objected to the Supplemental R&R,[[15]](#footnote-14)15 and the Court considers those objections here as well. The Court held two fairness hearings, on March 15, 2016 and April 19, 2016.[[16]](#footnote-15)16 No member of the public appeared at either hearing.

Because the Special Master has already opined regarding the fairness and adequacy of the settlements, this Court addresses**[\*177]** only the objections to the R&R and the Supplemental R&R, and does not reach the panoply of other considerations that attend the approval of a class settlement *ab initio*.

**II. JURISDICTION**

The Court has jurisdiction pursuant to *28 U.S.C. § 1332(d)(2)*.

**III. FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

**A. Legal Standard**

[***HN2***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc2)[] "The claims, issues, or defenses of a certified class may be settled . . . only with the court's approval." *Fed. R. Civ. P. 23(e)*. [***HN3***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc3)[] *Rule 23(e)* "requires the district court to determine whether a proposed settlement is fundamentally fair, adequate, and reasonable." [*Hanlon v. Chrysler Corp., 150 F.3d 1011, 1026 (9th Cir. 1998)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3T7M-D1S0-0038-X3SM-00000-00&context=). To assess a settlement proposal, the district court must balance a number of 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 the class members to the proposed settlement.

[*Churchill Vill., L.L.C. 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=) (citing [*Hanlon, 150 F.3d at 1026*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3T7M-D1S0-0038-X3SM-00000-00&context=)). While the Court considers each factor individually, "[i]t is the settlement taken as a whole, rather than the individual component**[\*178]** parts, that must be examined for overall fairness . . . The settlement must stand or fall in its entirety." [*Hanlon, 150 F.3d at 1026*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3T7M-D1S0-0038-X3SM-00000-00&context=) (citing [*Officers for Justice v. Civil Serv. Comm'n of City & Cty. of San Francisco, 688 F.2d 615, 628 (9th Cir. 1982))*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-1XS0-003B-G3JG-00000-00&context=).

[***HN4***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc4)[] When reviewing the R&R and the Supplemental R&R, the Court reviews the Special Master's findings of fact and conclusions of law *de novo*, and his rulings on procedural matters for abuse of discretion. [*Fed. R. Civ. P. 53(f)*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5GYC-22N1-6N19-F034-00000-00&context=); see also ECF No. 4077 at 7, amended by ECF No. 4298 at 3.



[***HN5***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc5)[] "There is a strong judicial policy that favors settlements, particularly where complex class action litigation is concerned." [*In re Syncor ERISA Litig., 516 F.3d 1095, 1101 (9th Cir. 2008)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4RW7-G410-TXFX-D2M2-00000-00&context=) (citing [*Class Plaintiffs v. City of 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=). However, "settlement class actions present unique due process concerns for absent class members, and the district court has a fiduciary duty to look after the interests of those absent class members." [*Allen v. Bedolla, 787 F.3d 1218, 1223 (9th Cir. 2015)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5G4B-P0X1-F04K-V213-00000-00&context=) (internal quotations and citations omitted).



[***HN6***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc6)[] The Ninth Circuit "usually impose[s] the burden on the party objecting to a class action settlement." 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=).



**B. Analysis**

[***HN7***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc7)[] In determining whether to approve a class action settlement, the Court's "threshold task is to ascertain whether the proposed settlement class satisfies the requirements of *Rule 23(a) of the Federal Rules of Civil Procedure* applicable to all class actions, namely: (1) numerosity, (2) commonality, (3) typicality, and (4) adequacy of representation." [*Hanlon, 150 F.3d at 1019*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3T7M-D1S0-0038-X3SM-00000-00&context=). The Court must also ensure that**[\*179]** at least one of the three requirements of the *Federal Rule of Civil Procedure 23(b)* is met. Here, the Special Master found that the settlement meets each of the *Rule 23(a)* factors, and that the settlement class satisfies *Rule 23(b)*'s predominance requirement. See R&R at 17-21. No party objects to any of these findings except those related to adequacy of representation. The Court will discuss adequacy of representation at length in a later section related to allocation, and will there overrule the objections. The Court accordingly adopts the Special Master's Rule 23 analysis and incorporates it by reference as though fully set forth here (except as it relates to adequacy of representation). Accordingly, the Court finds that the settlement class meets the requirements for certification.



**C. Adequacy of Notice**

At the preliminary approval stage, the Court approved the parties' proposed plan for providing notice to the class. ECF No. 3906 ¶¶ 11-13, 15. Objectors now raise several issues with regard to the notice program, including notice to foreign residents. Hull Obj. at 3; Bonsignore Obj. at 8-11. [***HN8***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc8)[] "Adequate notice is critical to court approval of a class settlement under *Rule 23(e)*." [*Hanlon, 150 F.3d at 1025*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3T7M-D1S0-0038-X3SM-00000-00&context=).



Special Master Quinn described the notice to foreign residents who may have purchased a CRT in the United States, and his conclusions**[\*180]** as to the adequacy of that notice, as follows:

Foreign residents who were in 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 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, Germany, Great Britain, Israel, Iceland and Spain. Id., ¶ 3(c).

R&R at 45-56. Bonsignore objects that "there is insufficient evidence that the Notice reached foreign residents," Bonsignore Obj. at 10, but does nothing to meet his burden of showing that notice was inadequate. Without knowing, for example, the percentage of foreign purchasers of CRTs compared to the percentage of claimants, it simply is not possible**[\*181]** to give Bonsignore's objection any weight.

Special Master Quinn described the extent of the notice program and resolved objections regarding (1) the age and income profile of recipients, (2) notice to foreign residents, (3) notice to non-English speakers, (4) the supposed need for televised notice, and (5) the terms of notice provided to the nationwide class. R&R 46-51. The Court adopts that discussion and reasserts it as though set forth fully here. Objectors now raise two areas of concern: whom the notice program targeted and how to properly calculate the reach of the notice program.

As to whom was targeted, the Special Master's findings show that the notice program did target those in relevant demographics by age, income level, or location of residence. Objector Hull argues that foreign residents received inadequate notice. See Hull Obj. at 3. But Objector Hull does not explain why the Special Master's findings are wrong. See Hull Obj. at 3.[[17]](#footnote-16)17 Objector Bonsignore suggests that the Special Master's findings inaccurately assume that the existence of claims filed by foreign residents constitutes dispositive evidence that notice reached a sizable segment of that population. See Bonsignore Obj. at 9-10. Yet Bonsignore offers no evidence**[\*182]** or legal basis to conclude that the broadly published notice, which resulted in claims by foreign residents, is insufficient. The burden rests with Bonsignore, as an objector, to demonstrate that notice was inadequate. 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=). This objection, and the remaining objections related to whether the notice adequately targeted various demographics, are overruled.

Objectors also ask the Court to reject the Special Master's conclusion that the notice program's reach was sufficiently broad. With regard to the digital media campaign, they ask the Court to appoint an expert to (1) separately evaluate the reach of that campaign and (2) assist in the creation of a more robust notice plan. See C-S Obj. at 9-10; Bonsignore Obj. at 9-11. The Court concludes these steps are unnecessary. The evidence before the Special Master, and now before this Court, included a report by**[\*183]** claims administrator Joseph Fisher showing that the print media campaign reached 57% of the targeted demographic and the digital media campaign reached 61%. See R&R at 49. When these rates are combined and filtered for overlap, they provide for an overall reach of 83%. Id. The Court credits these conclusions, which are supported by the strong response rate to the notices.

As previously noted, the Ninth Circuit "usually impose[s] the burden on the party objecting to a class action settlement." [*Oregon, 913 F.2d at 581*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-3040-003B-526H-00000-00&context=). The Court will not indulge an effort to attempt to create the evidence that objectors themselves did not provide.

Accordingly, the Court overrules these objections and concludes that the parties have provided the best practicable notice to class members.

**D. Fairness, Adequacy, and Reasonableness**

**1. Strength of Plaintiffs' case**

[***HN9***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc9)[] Approval of a class settlement is appropriate when plaintiffs must overcome significant barriers to make their case. [*Chun-Hoon v. McKee Foods Corp., 716 F. Supp. 2d 848, 851 (N.D. Cal. 2010)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:7YSW-4GJ1-652H-71J5-00000-00&context=). Special Master Quinn recounts several hurdles IPPs would face absent a settlement, and concludes that this factor "weighs strongly in favor of approving the Proposed Settlements." R&R at 22. Hearing no objection to this conclusion and good cause appearing, the Court adopts the Special**[\*184]** Master's analysis.



**2. Risk of continued litigation**

[***HN10***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc10)[] Difficulties and risks in litigating weigh in favor of approving a class settlement. See [*Rodriguez v. W. Publ'g Corp., 563 F.3d 948, 966 (9th Cir. 2009)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4W4S-JFH0-TXFX-D3F8-00000-00&context=). Special Master Quinn finds this factor weighs in favor of settlement, as there was "great risk" to IPPs in continuing to pursue litigation, including both uncertainty over the results of pending motions and challenges (and delay) in collecting any winnings. See R&R at 22-24. The Court further notes that its analysis of this factor with respect to the DPPs' case applies here with equal force. See ECF No. 4260 at 6-7. Hearing no objection and good cause appearing, the Court adopts the Special Master's analysis.



**3. Settlement amount**

[***HN11***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc11)[] "In assessing the consideration obtained by the class members in a class action settlement, 'it is the complete package taken as a whole, rather than the individual component parts, that must be examined for overall fairness.'" [*Nat'l Rural Telecomms. Cooperative v. DIRECTV, Inc., 221 F.R.D. 523, 527 (C.D. Cal. 2004)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4CPC-TGR0-0038-Y35K-00000-00&context=) (quoting [*Officers for Justice, 688 F.2d at 628*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-1XS0-003B-G3JG-00000-00&context=).) "In this regard, it is well-settled law that a proposed settlement may be acceptable even though it amounts to only a fraction of the potential recovery that might be available to the class members at trial. Id. (citing [*Linney v. Cellular Alaska Partnership, 151 F.3d 1234, 1242 (9th Cir. 1998))*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3TFC-BHC0-0038-X2TM-00000-00&context=).



In assessing such a large settlement, it is tempting to evaluate its merits**[\*185]** based on its size alone — and without a doubt, $576,750,000 is a significant amount of money. The IPPs and Special Master Quinn make much of the fact that this is the "second largest cash recovery ever obtained on behalf of indirect purchasers." R&R at 24, 56; accord ECF No. 4370 at 1 (touting the settlement as "one of the largest recoveries ever on behalf of indirect purchaser plaintiffs"). As the Court has observed[***HN12***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc12)[] in reviewing other settlements, however, the relevant question is not how large the total dollar amount of the settlement is, but how great a percentage of the potential recovery it represents.[[18]](#footnote-17)18



The reason the settlement here is so large is not because — or at least not only because — the settlement represents an "exceptional result for the class," as IPPs would have it, ECF No. 4071 at 11, but rather because the injury suffered by the class was even larger. The alleged injury in the case was $2.78 billion, see R&R at 56**;** the settlement represents 20% of that amount, without accounting for the possibility of treble damages under the ***antitrust*** laws. In the LCD case, by contrast,**[\*186]** the settlement returned 50% of the potential recovery. [*In re TFT-LCD (Flat Panel)* ***Antitrust*** *Litig., No. M 07-1827 SI, 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=).

Nonetheless, while the settlement might not be as exceptional or extraordinary as its proponents claim, the proposed aggregate settlement here is without question a good recovery and firmly in line with the recoveries in other cases.[[19]](#footnote-18)19

Objectors Cooper and Scarpulla note that the IPPs do not include the "likely recovery per plaintiff under the terms of the settlement and the potential recovery if plaintiffs were to prevail on each of their claims," as required by this judicial district's Procedural Guidance for Class Action Settlements. C-S Obj. at 14. Special Master Quinn did not address this requirement. The IPPs contend that the procedural guidance "is just that -- guidance for evaluating whether a settlement is fair, reasonable, and adequate." See IPP Resp.**[\*187]** at 28.

The Court agrees with IPP Counsel. [***HN13***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc13)[] The Northern District of California's Procedural Guidance provides a useful checklist for attorneys and the Court, and this Court has previously relied upon it in evaluating proposed settlements. [*Smith v. Am. Greetings Corp., No. 14-CV-02577-JST, 2015 U.S. Dist. LEXIS 96482, 2015 WL 4498571, at \*10 (N.D. Cal. July 23, 2015)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5GHC-0171-F04C-T094-00000-00&context=). However, it is intended, as both its title and the Court's introductory language[[20]](#footnote-19)20 make clear, simply as guidance. In the end, what is required is sufficient information for the Court to confidently determine that a settlement "taken as a whole is fair, reasonable, and adequate." [*In re Bluetooth Headset Products 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=) (citing *Fed. R. Civ. P. 23(e)(2)*).



While additional information on average recoveries might be helpful, the nature of a pro rata distribution makes such estimates difficult where the claims deadline is not yet passed for all potential claimants. See ECF No. 4339 at 5. The information the IPPs have provided regarding potential recovery, even though stated in the aggregate, is sufficient to permit the Court to review the proposed settlement for fairness, reasonableness, and adequacy, when combined with the plan of allocation that describes the minimum and maximum that**[\*188]** can be recovered by each class member. Accordingly, the Court overrules the objection.[[21]](#footnote-20)21

The Court agrees with the Special Master that this factor favors approval of the settlement.

**4. Extent of discovery**

[***HN14***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc14)[] "In the context of class action settlements, formal discovery is not a necessary ticket to the bargaining table where the parties have sufficient information to make an informed decision about settlement." [*In re Mego Fin. Corp. Sec. Litig., 213 F.3d 454, 459 (9th Cir. 2000)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:40B1-VWX0-0038-X558-00000-00&context=) (citation omitted). However, the extent of discovery completed supports approval of a proposed settlement, especially when litigation has "proceeded to a point at which both plaintiffs and defendants ha[ve] a clear view of the strengths and weaknesses of their cases." [*McKee Foods, 716 F. Supp. 2d 851-52*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:7YSW-4GJ1-652H-71J5-00000-00&context=) (internal quotation marks omitted). In this case, the Special Master summarized the parties' discovery efforts as follows:



[S]ignificant discovery was already completed by the time the parties reached their settlement agreements. [The] 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**[\*189]** 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.

R&R at 25. He further noted, "the parties had also exchanged trial exhibit lists, witness lists, deposition designations, jury instructions and special verdict forms. They had also filed motions in limine and other pretrial motions." Id. No party quarrels with the Special Master's finding that the parties were thoroughly prepared for trial and that this factor weighs in favor of settlement, and the Court adopts that finding.

**5. Counsel's experience**

[***HN15***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc15)[] "The recommendations of plaintiffs' counsel should be given a presumption of reasonableness." See [*In re Omnivision, 559 F. Supp. 2d 1036, 1043 (N.D. Cal. 2007)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4RJC-WNK0-TXFP-C1WB-00000-00&context=) (citation omitted). As the Special Master notes, counsel for the IPPs has had a long and very successful career as an ***antitrust*** lawyer. See R&R at 25-26. No party having objected, the Court adopts the Special Master's finding that this factor favors settlement.[[22]](#footnote-21)22



**6. Government Participation**

[***HN16***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc16)[] The Class Action Fairness Act ("CAFA") requires notice of a settlement be given to affected states with time to comment prior to final approval of the settlement. See [*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=). This allows the appropriate state or federal official the chance to "voice concerns if they believe that the class action is not in the best interest of their citizens." Non-Repealer State SOI at 3 (quoting S. REP. 109-14, 5, 2005 U.S.C.C.A.N. 3, 6). The notification procedure serves as a "check against inequitable settlements" and "deter[s] collusion between class counsel and defendants to craft settlements that do not benefit the injured parties." See id. (quoting S. REP. 109-14, 14-20, 28, 32-33, 35; 2005 U.S.C.C.A.N. 3, 17-21, 28, 31-32, 34).



Three Statements of Interest have been filed in total. The first, by the State of California, was filed in time for the Special Master's review. In response to that Statement of Interest, the**[\*191]** Special Master recommended extending the claims deadline for California natural persons, ECF No. 4281, which the Court subsequently adopted as its order, ECF No. 4339. Otherwise, the Special Master overruled the State of California's objections. R&R at 26-28. No one objects to the Special Master's analysis — not even the State of California — and the Court need not address that Statement of Interest further. The Court adopts the R&R at 26:10-19, 26:24-28:5.

The second and third Statements of Interest are from thirteen non-repealer states and two omitted repealer states, respectively. Both Statements raise questions concerning the adequacy of representation based on a lack of consideration provided in exchange for the release of certain injunctive relief claims.[[23]](#footnote-22)23 For reasons set forth later in this order, the Court will overrule the objections contained in these two Statements of Interest. Nevertheless, putting the specific objections to one side, the mere fact that the Attorneys General of 16 states[[24]](#footnote-23)24 oppose the settlement in its current form weighs against its approval. Cf. [*In re Linkedin User Privacy Litig., 309 F.R.D. 573, 589 (N.D. Cal. Sept. 15, 2015)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5GXW-8H51-F04C-T1MG-00000-00&context=) (finding that this factor favored settlement where no government official appeared).

**7. Reaction of the Class**

[***HN17***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc17)[] Class members' positive reaction to a settlement weighs in favor of settlement approval; "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 [] are favorable to the class members." [*In re Omnivision, 559 F. Supp. 2d at 1043*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4RJC-WNK0-TXFP-C1WB-00000-00&context=). "A low number of opt-outs and objections in comparison to class size is typically a factor that supports settlement**[\*193]** approval." [*In re Linkedin, 309 F.R.D. at 589*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5GXW-8H51-F04C-T1MG-00000-00&context=) (citing [*Hanlon, 150 F.3d at 1027*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3T7M-D1S0-0038-X3SM-00000-00&context=)).



The Special Master summarized the reaction of the class as follows:

IPP's Notice Program reached millions of consumers who purchased CRT televisions and computers. 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.

R&R at 28. This Court has received nine timely objections to the R&R, two Statements of Interest, and one letter from a class member. See generally ECF No. 4484 (objecting to the amount of incentive awards). Given that the class consists of millions of indirect purchasers — and even giving the Statements of Interest greater weight relative to other objections — this level of objection can fairly be described as enthusiastic approval. See, e.g., [*Churchill Village LLC v. Gen. Elec., 361 F.3d 566, 577 (9th Cir. 2004)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4BY5-1GP0-0038-X1R8-00000-00&context=) (affirming settlement with 45 objections out of 90,000 notices sent); [*In re Linkedin, 309 F.R.D. at 589*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5GXW-8H51-F04C-T1MG-00000-00&context=) (finding "an overall positive reaction" by the class where only 57 class members**[\*194]** opted out and six objected out of a class of 798,000); [*Schuchardt v. Law Office of Rory W. Clark, No. 15-CV-01329-JSC, 314 F.R.D. 673, 2016 U.S. Dist. LEXIS 56859, 2016 WL 1701349, at \*11 (N.D. Cal. Apr. 28, 2016)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5JN2-HNK1-F04C-T0RF-00000-00&context=) (finding that "the reaction of the Class strongly supports final approval" where 3% of the class opted out and no class member objected). The Court finds that this factor weighs in favor of approval.

**8. Additional Concerns**

[***HN18***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc18)[] Where a class has not already been certified prior to final approval of a settlement, the Court is required to look for "subtle signs that class counsel have allowed pursuit of their own self-interests . . . to infect the negotiations." [*Bluetooth, 654 F.3d at 947*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:830F-S4K1-652R-82BN-00000-00&context=). These signs include:



(1) when counsel receive a disproportionate distribution of the settlement; (2) when the parties negotiate a 'clear sailing' arrangement (i.e., an arrangement where defendant will not object to a certain fee request by class counsel); and (3) when the parties create a reverter that returns unclaimed fees to the defendant.

[*Allen, 787 F.3d at 1224*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5G4B-P0X1-F04K-V213-00000-00&context=) (quoting [*Bluetooth, 654 F.3d at 947*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:830F-S4K1-652R-82BN-00000-00&context=)).

The settlement agreements in this case do not attempt to allocate the portion of the settlement fund that counsel will receive, and there is no reversion clause, so the first and third Bluetooth signs are not at issue. The agreements do, however, contain a "clear sailing"**[\*195]** provision: they provide that defendants "shall not oppose an application for . . . an award of attorneys' fees not in excess of one-third of the Settlement Fund" plus reimbursement of expenses. See, e.g., ECF No. 3862-1 at 11-12 (Phillips Settlement).[[25]](#footnote-24)25 Objector Saik objects to the settlement on this ground. See Saik Obj. at 3. Special Master Quinn does not appear to address this issue.

The Court has reviewed the clear sailing provision and finds no cause for concern. [***HN19***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc19)[] The dominant risk with clear sailing provisions is that defendants might persuade class counsel to accept a lower payment to the class in exchange for a promise not to object to a (presumably higher) fee. See *Staton v. Boeing Co., 327 F.3d 938, 954 (9th Cir. 2003)*. Therefore, "when confronted with a clear sailing provision, the district court has a heightened duty to peer into the provision and scrutinize closely the relationship between attorneys' fees and benefit to the class, being careful to avoid awarding 'unreasonably high' fees simply because they are uncontested. [*Bluetooth, 654 F.3d at 948*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:830F-S4K1-652R-82BN-00000-00&context=) (citing *Staton, 327 F.3d at 954*). "Although clear sailing provisions are not prohibited, they 'by [their] nature deprive . . . the court**[\*196]** of the advantages of the adversary process' in resolving fee determinations and are therefore disfavored." *Id. at 949* (quoting [*Weinberger v. Great Northern Nekoosa Corp., 925 F.2d 518, 525 (1st Cir. 1991))*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-GB50-008H-V3BX-00000-00&context=). Even if a district court finds a clear sailing provision exists but is severable, "a severable clause simply may not be severed from the court's *Rule 23(e)* analysis." *Id. at 948*.



However, a "clear sailing provision does not signal the possibility of collusion where, as here, Class Counsel's fee will be awarded by the Court from the same common fund as the recovery to the class." [*In re High-Tech Employee* ***Antitrust*** *Litigation, 11-cv-02509-LHK, 2015 U.S. Dist. LEXIS 118052, 2015 WL 5158730, at \*14 (N.D. Cal. Sep. 2, 2015)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5GV9-VCX1-F04C-T06X-00000-00&context=) (internal quotations omitted) (citing [*Rodriguez, 563 F.3d at 961 n.5*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4W4S-JFH0-TXFX-D3F8-00000-00&context=)); see also [*Bayat v. Bank of the West, No. C-13-2376 EMC, 2015 U.S. Dist. LEXIS 50416, 2015 WL 1744342, at \*7 (N.D. Cal. Apr. 15, 2015)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5FSF-90X1-F04C-T3X0-00000-00&context=) ("because any attorneys' fees award will come out of the common fund, there is no 'clear sailing' agreement here that would warrant against settlement approval").

Accordingly, this objection is overruled.

**9. Balancing the Factors**

After reviewing Churchill and Allen factors, the Court finds that one factor favors rejection of the settlement and the remainder support or strongly support approval.

**IV. THE PLAN OF ALLOCATION**

[***HN20***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc20)[] "Approval of a plan of allocation of settlement proceeds in a class action . . . is governed by**[\*197]** the same standards of review applicable to approval of the settlement as a whole: the plan must be fair, reasonable and adequate." [*In re 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=) (internal quotation marks and citation omitted); see also [*In re Citric Acid* ***Antitrust*** *Litig., 145 F. Supp. 2d 1152, 1154*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:438S-JRX0-0038-Y2BW-00000-00&context=) al. 2001); [*Vinh Nguyen v. Radient Pharms. Corp., No. 11-cv-00406, 2014 U.S. Dist. LEXIS 63312, 2014 WL 1802293, at \*5 (C.D. Cal. May 6, 2014)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5C54-1B51-F04C-T0J0-00000-00&context=) ("[A]n allocation formula need only have a reasonable, rational basis, particularly if recommended by experienced and competent counsel."). "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." [*In re 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=). A settlement "can be reasonable if it fairly treats class members by awarding a pro rata share to every Authorized Claimant, but also sensibly makes interclass distinctions based upon, *inter alia*, the relative strengths and weaknesses of class members' individual claims . . . ." [*In re Zynga Inc. Sec. Litig., No. 12-CV-04007-JSC, 2015 U.S. Dist. LEXIS 145728, 2015 WL 6471171, at \*12 (N.D. Cal. Oct. 27, 2015)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5H7V-5Y61-F04C-T24S-00000-00&context=) (quoting [*Nguyen, 2014 U.S. Dist. LEXIS 63312, 2014 WL 1802293 at \*5)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5C54-1B51-F04C-T0J0-00000-00&context=).



The settlement in this case provides monetary compensation to class members in all repealer states except Massachusetts, Missouri, and New Hampshire (the "omitted repealer states"). It does not provide monetary compensation to class members in non-repealer states. Members of the nationwide class in those states**[\*198]** are nonetheless required to release their claims for injunctive relief, equitable monetary relief, and damages without receiving any monetary consideration. R&R at 31.

The plan of allocation here applies to all eight IPP settlements, which impacts every state in the nation. Given the differences discussed above, the plan has a divergent impact on differing sub-groups within the assorted settlements. To properly assess whether the plan is fair, adequate, and reasonable, the Court thus considers each of four groups in turn: (A) class members in non-repealer states; (B) class members in omitted repealer states; (C) class members in repealer states; and (D) class members collecting pursuant to the Chunghwa settlement.

**A. Treatment of Class Members in Non-Repealer States**

**1. Allocation in Light of the Proper Valuation of Injunctive Claims**

Several of the objectors and Attorneys General in several states object to the settlement on the ground that it requires the release of the injunctive relief claims of class members in non-repealer states and three omitted repealer states without providing monetary consideration. See Non-Repealer State SOI at 1-4; MA & MO SOI at 1, 6-8; Hull Obj. at 4-5; RU Obj. at 15; C-S Obj. at 1-2.

The objection takes two separate forms. Some objectors complain that the released**[\*199]** injunctive relief claims have value, and that it is unfair to release valuable claims without receiving something in return. Other objectors, implicitly acknowledging that the released claims are worthless, contend that the release of any claim should be compensated, even if the claim is worth nothing. The Court considers these arguments in turn.

As a preliminary matter, objectors correctly state [***HN21***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc21)[] the general rule that "settling class members generally cannot validly release other class members' claims that they themselves do not possess, for no consideration." [*Davis v. J.P. Morgan Chase & Co., 827 F. Supp. 2d 172, 181 (W.D.N.Y. 2011)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:83CS-VFW1-652J-D2P4-00000-00&context=) (citing [*Nat'l Super Spuds, Inc. v. New York Mercantile Exch., 660 F.2d 9, 19 (2d Cir. 1981))*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-28K0-0039-W33H-00000-00&context=). However, "[i]t is fine to release a claim without compensation if the value of the claim is zero." WILLIAM B. RUBENSTEIN, NEWBERG ON CLASS ACTIONS § 13:60 (5th ed.). "A claim which cannot be proven is worth essentially nothing. Consideration of nothing for releasing a worthless claim is therefore fair, reasonable, and adequate." [*Parker v. Time Warner Entm't Co., L.P., 239 F.R.D. 318, 339 (E.D.N.Y. 2007)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4MXT-N9H0-TVW3-P29P-00000-00&context=); see also [*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).



With regard to the first category of objectors, the question is therefore whether the released claims have any value. Even a minimal value would give some heft to objectors' complaints that the claims**[\*200]** were released without consideration. See, e.g., [*Ferrington v. McAfee, Inc., No. 10-CV-01455-LHK, 2012 U.S. Dist. LEXIS 49160, 2012 WL 1156399, at \*9-10 (N.D. Cal. Apr. 6, 2012)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:55C7-VGW1-F04C-T02H-00000-00&context=) (Koh, J.) ("While the Court agrees that the claims of the downloader subclass are relatively weak, that does not necessarily mean that the downloaders suffered *no* compensable harm. . . . [T]he claims of the downloader subclass are not so meritless that releasing the claims for no consideration is fair and reasonable.").

The Court concludes that the IPPs' claims for injunctive relief do not have value because, as the IPPs noted and the Special Master found, "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." R&R at 34 (quoting ECF No. 4370 ("IPP Motion for Final Approval") at 32). [***HN22***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc22)[] "The sole function of an action for injunction is to forestall future violations" and therefore where "[t]he record discloses no threat or probability of resumption of the abandoned [practice]" injunctive relief is not available. [*United States v. Oregon State Med. Soc., 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=) ("We agree with the trial court that conduct discontinued in 1941 does not warrant the issuance of an injunction in 1949."). Here, the price-fixing conspiracy sought**[\*201]** to be enjoined ended at least eight years ago. In the meantime, the CRT business has largely died and the people who effectuated the CRT conspiracy moved on when CRT technology became obsolete. See J.R. Raphael, Obsolete Technology: 40 Big Losers, PC WORLD (Jan. 13, 2016, 9:12 AM), [*http://www.pcworld.com/article/169863/obsolete\_tech.html?page=2*](http://www.pcworld.com/article/169863/obsolete_tech.html?page=2) . On these facts, the Special Master correctly concluded "[t]he unlikelihood of future violations makes an injunction basically worthless, and probably impossible to obtain." See R&R at 34.



Objectors Cooper and Scarpulla suggest that the injunctive relief claims might have value if the Court ordered disgorgement upon the award of an injunction. See C-S Obj. at 2-6. These objectors cite [*Porter v. Warner Holding Co., 328 U.S. 395, 397-99, 66 S. Ct. 1086, 90 L. Ed. 1332 (1946)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-JX20-003B-S2B6-00000-00&context=) for the proposition that "unless otherwise explicitly restricted by statute, District Courts may exercise all inherent equitable powers to fashion relief, including ordering the payment of money." C-S Obj. at 3.[[26]](#footnote-25)26

Porter was not an ***antitrust*** case; it was "concerned with the power of a federal court, in an enforcement proceeding under Section 205(a) of the Emergency Price Control Act of 1942, to order restitution of rents collected by a landlord in excess of the permissible maximums." [*Porter, 328 U.S. at 396*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-JX20-003B-S2B6-00000-00&context=) (footnote omitted). Objectors cite no case authorizing a federal court to order disgorgement or restitution in a private plaintiff ***antitrust*** case, which is not surprising given that such a result would work an end-run around Illinois Brick's prohibition on the recovery of damages by indirect purchasers.[[27]](#footnote-26)27

There is good reason for this failure: the Ninth Circuit disallows private use of [*Section 16*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:4YF7-GN71-NRF4-41ND-00000-00&context=) to pursue disgorgement. See [*In re Multidistrict Vehicle Air Pollution, 538 F.2d 231, 234 (9th Cir. 1976)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-1WK0-0039-M43V-00000-00&context=) ("Recovery for past losses is properly covered under [*[Section] 4*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:4YF7-GTP1-NRF4-44B7-00000-00&context=); it comes under the head of 'damages.' . . . [*[Section] 16*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:4YF7-GN71-NRF4-41ND-00000-00&context=) does not allow the claimed relief for past loss."); [*Coal. for ICANN Transparency Inc. v. VeriSign, Inc., 771 F. Supp. 2d 1195, 1202 (N.D. Cal. 2011)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:528S-K321-JCNB-30FS-00000-00&context=) ("Disgorgement is a form of retrospective equitable relief. . . . Such relief is unavailable under [*Section 16*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:4YF7-GN71-NRF4-41ND-00000-00&context=)." (citing [*Multidistrict Vehicle, 538 F.2d at 234*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-1WK0-0039-M43V-00000-00&context=); [*FTC v. Mylan, 62 F. Supp. 2d 25, 41-42 (D.D.C. 1999))*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3WYG-YD40-0038-Y3P6-00000-00&context=). If a private theory of disgorgement were permitted, it would create an exception to Illinois Brick that would swallow the rule, allowing indirect purchasers to routinely recover damages in future ***antitrust*** cases. Cf. [*Kansas v. UtiliCorp United, Inc., 497 U.S. 199, 216, 110 S. Ct. 2807, 111 L. Ed. 2d 169 (1990)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-66D0-003B-43WH-00000-00&context=) ("The possibility of allowing an exception [to Illinois Brick], even in rather meritorious circumstances, would undermine the rule.").

The Court therefore turns to the objectors' second argument: assuming the injunctive relief claims are worthless, some consideration is owed for their release, even if only for their value as nuisance claims. The logic is that the Defendants insisted on a global release; that they would not have sought such a release unless it had value to them; and that some portion of the**[\*204]** amount paid in settlement must therefore flow to the releasing parties.

As the Court noted earlier, [***HN23***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc23)[] no Ninth Circuit case holds that the release of a class action claim must be compensated in all instances, [*Nguyen, 2014 U.S. Dist. LEXIS 63312, 2014 WL 1802293, at \*7*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5C54-1B51-F04C-T0J0-00000-00&context=), and this Court will not break new ground by announcing one. See also [*In re Mego, 213 F.3d at 461*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:40B1-VWX0-0038-X558-00000-00&context=) (affirming denial of an objection to leaving a large portion of the class without recovery because the shareholders could have sold their stock for a greater price than the compensatory rate offered by the class). Class counsel here were within their rights to allocate the settlement proceeds according to the degree of injury suffered by the class. [*In re 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 their claims on the merits."). Certain class members were not injured in any manner recognized by law, and accordingly did not receive compensation. That Defendants insisted on a global release does not change this analysis, since defendants typically insist on a global release in *every* case. Were the Court to place any weight on this latter fact, it would essentially be adopting a *per se* compensation rule — which, as just explained, the Court**[\*205]** is unwilling to do. Nor is the Court persuaded by the argument that plaintiffs with meritless claims should always be able to extract nuisance value for them whenever those claims are part of a global settlement. If such claims actually have value, the affected plaintiffs can demonstrate that fact during the objection process (or timely opt out). If they fail in that effort, the Court will not have worked any injustice in allowing claims with no value to go uncompensated.[[28]](#footnote-27)28



The Court finds Lead Counsel's valuation of the injunctive relief claims by class members in non-repealer states and omitted repealer states was not unreasonable. Accordingly, it was not unreasonable to release these claims for no consideration. As the allocation plan appears to have a reasonable, rational basis, and fairly treats class members by awarding each a pro rata share after making sensible interclass distinctions based on the strength of respective claims, the Court finds the plan of allocation to be fair, reasonable, and adequate. See [*Nguyen, 2014 U.S. Dist. LEXIS 63312, 2014 WL 1802293, at \*5*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5C54-1B51-F04C-T0J0-00000-00&context=); [*In re Zynga, 2015 U.S. Dist. LEXIS 145728, 2015 WL 6471171, at \*12*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5H7V-5Y61-F04C-T24S-00000-00&context=).

Having so found, the Court now considers**[\*207]** two concerns raised in connection with Lead Counsel's decision to release injunctive claims without consideration.

**2. Jurisdiction**

Certain objectors suggest that if the released claims lack value, then the Court must lack jurisdiction to approve the settlement (or at least those portions pertaining to the release of the injunctive claims). See RU Obj. at 14. Objectors cite no authority for this creative argument and it requires little discussion. [***HN24***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc24)[] Statutory authority exists to sue for injunctive relief "in any court of the United States having jurisdiction over the parties," [*15 U.S.C. § 26*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:4YF7-GN71-NRF4-41ND-00000-00&context=), whether or not the claims have merit. The Court has authority to enter judgment in favor of the party bringing those claims, or against that party. Similarly, the Court has jurisdiction to approve the releases at issue here. That the IPPs would be very unlikely to prevail on the merits of their injunctive relief claims does not negate the existence of a "case or controversy" — this "confuses mootness with the merits." [*Chafin v. Chafin, 133 S. Ct. 1017, 1024, 185 L. Ed. 2d 1 (2013)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:57SP-PD91-F04K-F00K-00000-00&context=); see also [*Friends of the Earth, Inc. v. Laidlaw Envtl. Servs. (TOC), Inc., 528 U.S. 167, 189, 120 S. Ct. 693, 145 L. Ed. 2d 610 (2000)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3Y9W-CBJ0-004B-Y027-00000-00&context=) (it is well settled that "a defendant's voluntary cessation of a challenged practice does not deprive a federal court of its power to determine the legality of the practice." (citations omitted)).



The**[\*208]** Court overrules this objection.

**3. Collusion and Adequacy of Representation**

Several Objectors suggest that there is inadequate representation by counsel, the named plaintiffs, or both, due to the disparity between the compensation to those in repealer states and the absence of any recovery for those in non-repealer states. See Clifton Obj. at 4-5, Hull Obj. at 4-5, RU Obj. at 3.

[***HN25***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc25)[] "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." [*Hopson v. Hanesbrands Inc., No. CV-08-0844 EDL, 2009 U.S. Dist. LEXIS 33900, 2009 WL 928133, at \*4 (N.D. Cal. Apr. 3, 2009)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4W4K-TYW0-TXFP-C299-00000-00&context=). "The primary responsibility of class counsel is to represent the entire class as it believes appropriate . . . . Class counsel must make their own determinations about the appropriate course of action, taking full account of their fiduciary obligation to the class as a whole." [*Rodriguez v. W. Pub. Corp., No. CV05-3222 R (MCX), 2007 U.S. Dist. LEXIS 74767, 2007 WL 2827379, at \*14 (C.D. Cal. Sept. 10, 2007)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4PVJ-P2M0-TXFP-C2FR-00000-00&context=) aff'd in part, rev'd in part sub nom. [*Rodriguez, 563 F.3d 948*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4W4S-JFH0-TXFX-D3F8-00000-00&context=) (not reaching the quoted language).



[***HN26***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc26)[] There can be "no conflicts of interest between named parties and the class they seek to represent." [*Amchem Products, Inc. v. Windsor, 521 U.S. 591, 594, 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=) (citations omitted). Yet "the fact**[\*209]** that it is *possible* to draw a line between categories of class members" does not necessarily mean that subclasses are required under [*Amchem. Shaffer v. Cont'l Cas. Co., 362 F. App'x 627, 630-31 (9th Cir. 2010)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:7XJ2-SYK0-YB0V-P0DX-00000-00&context=); see also *Staton, 327 F.3d at 958* (finding adequate representation where a class included both supervisors and rank-and-file employees).



Because the Court has already determined that the plan of allocation is fair and appropriate, and found that the claims that were released without compensation did not have value, it rejects the argument that the same plan is a basis on which to find counsel or the class representatives inadequate. The Court overrules this objection.

**B. Treatment of Class Members in Omitted Repealer States**

**1. Damages Claims by Omitted Repealer States Presently Lack Value**

Unlike class members in other repealer states, nationwide class members in Massachusetts, Missouri, and New Hampshire receive no compensation in exchange for the release of their claims, because the Complaint did not assert damages claims on their behalf. Claims by Massachusetts were originally included in the Complaint but dismissed twice. Claims by Missouri and New Hampshire were never brought in any version of the complaint due to lack of a named plaintiff. See R&R at 39-41.

Massachusetts faults Lead Counsel**[\*210]** for failure to comply with a procedural rule leading to the dismissal of that state's IPP class damages claims. MA & MO SOI at 2-4. Objectors also claim that named plaintiffs from the omitted states were available to Lead Counsel, such that he could and should have filed claims on their behalf. RU Obj. at 11-13; Bonsignore Obj. at 2-7.

The Court has reviewed the evidence provided by objectors and finds that they have not met their burden of demonstrating that named plaintiffs from the omitted states were available to Lead Counsel. 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=).

At this juncture, the Court cannot revive the abandoned or never-brought claims. It also cannot approve the settlement only as to the remaining states, or the remaining repealer states, but not as to the omitted repealer states. As the Ninth Circuit has stated:

[***HN27***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc27)[] It is the settlement taken as a whole, rather than the individual component parts, that must be examined for overall fairness. [*Officers for Justice v. Civil Serv. Comm'n of San Francisco, 688 F.2d 615, 628 (9th Cir.1982)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-1XS0-003B-G3JG-00000-00&context=). Neither the district court nor this court have the ability to "delete, modify or substitute certain provisions." [*Id. at 630*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-1XS0-003B-G3JG-00000-00&context=). The settlement must stand or fall in its entirety. Id.



[*Hanlon, 150 F.3d at 1026*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3T7M-D1S0-0038-X3SM-00000-00&context=). The Court's role is limited to determining whether it is fair not to allocate any of the settlement fund to those states without monetary damages claims.**[\*211]** The Court concludes that it is fair, for the same reason that applied to the release of claims for injunctive relief.

The omitted repealer states suggest that they could instead be excluded from the nationwide class to pursue their own damages claims. Such claims would not be timely. [***HN28***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc28)[] For federal ***antitrust*** claims, the statute of limitations is four years. [*15 U.S.C. §15b*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:4YF7-GKV1-NRF4-43V6-00000-00&context=); see also [*Hexcel Corp. v. Ineos Polymers, Inc., 681 F.3d 1055, 1059-60 (9th Cir. 2012)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:55SM-MRR1-F04K-V1KN-00000-00&context=). The statute is also four years for each of the three omitted repealer states. See [*Mass Gen. Laws. 260 § 5A*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5FFB-G2B1-6HMW-V0T8-00000-00&context=), [*Se. Missouri Hosp. v. C.R. Bard, Inc., No. 1:07CV0031 TCM, 2008 U.S. Dist. LEXIS 65926, 2008 WL 4104534, at \*4 (E.D. Mo. Aug. 27, 2008)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4TB2-8PT0-TXFR-523W-00000-00&context=) (interpreting [*Mo. Rev. Stat. § 416.131.2*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5DT0-CDS1-6M8F-5097-00000-00&context=)); [*N.H. Rev. Stat. Ann. § 356:12(II)*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5B8M-42N1-669P-00Y6-00000-00&context=) (as applied to [*N.H. Rev. Stat. Ann. § 356:11(II)*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5B8M-42N1-669P-00Y4-00000-00&context=)).



It is true, as certain objectors note, see Bonsignore Obj. at 8; RU Obj. at 10, that [***HN29***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc29)[] filing a class action suit tolls the statute for all asserted members of the class (not just intervenors) who would be parties if the class were certified. See [*American Pipe & Constr. Co. v. Utah, 414 U.S. 538, 552, 94 S. Ct. 756, 38 L. Ed. 2d 713 (1974)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-CFH0-003B-S4JT-00000-00&context=); [*Crown, Cork & Seal Co. v. Parker, 462 U.S. 345, 350, 103 S. Ct. 2392, 76 L. Ed. 2d 628 (1983))*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-4V10-003B-S415-00000-00&context=). A "putative class action only tolls the statute of limitations for putative class members until the trial court denies class certification, dismisses the lawsuit, or otherwise strips the action of its putative-class-action status." [*Henson v. Fid. Nat. Fin. Inc., No. 2:14-CV-01240-ODW, 2014 U.S. Dist. LEXIS 38675, 2014 WL 1246222, at \*5 (C.D. Cal. Mar. 21, 2014)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5BTR-2X41-F04C-T002-00000-00&context=).



Here, no form of tolling saves the claims of omitted repealer states. [*American Pipe*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-CFH0-003B-S4JT-00000-00&context=) tolling cannot be used because Special Master Legge recommended**[\*212]** Massachusetts claims be dismissed with prejudice on September 30, 2010. ECF Nos. 597 at 29-30, 768 at 8, 12-14. No claims were ever made on behalf of Missouri or New Hampshire. See R&R at 40. A stipulation adopting Special Master Legge's Report and Recommendation and precluding any further attempts to add the claims was signed by the Court on October 25, 2010. ECF No. 799. [***HN30***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc30)[] District courts do not require separate notice to the class beyond the order of dismissal for the statute to resume running. See [*In re Countrywide Fin. Corp. Mortgage-Backed Sec. Litig., No. 2:11-CV-07166-MRP, 2012 U.S. Dist. LEXIS 60776, 2012 WL 1097244, at \*4 (C.D. Cal. Mar. 9, 2012)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:55J5-0B71-F04C-T0SC-00000-00&context=). Even if no time had run on the statute prior to the adoption of the stipulation, over five years have passed since the case was dismissed.[[29]](#footnote-28)29 Any new damages claims on behalf of the omitted repealer states are now time-barred.



The Court overrules this objection.

**2. Inadequate Notice of Exclusion [\*213]  from Settlement**

Certain objectors argue there was inadequate notice of exclusion from the settlement to members of the omitted repealer states. See RU Obj. at 9-10. Objectors cite no legal authority for such a requirement. Even if there were such a requirement, however, Lead Counsel provided adequate notification in the settlement notices that were sent for both the Chunghwa and LG settlements. See ECF Nos. 1063-1, 1063-2, 2511, 2512. The long form notice announced "money for indirect purchasers in 24 states" and listed the states, see ECF No. 1063-1 at 1, and the short form notice announced the same, minus a list of states, see ECF No. 1063-2. The notices were published in a timely manner after the settlements to which they related. See ECF No. 1068 (listing when various forms of notices were published, largely in October and November 2011).

The Court overrules this objection.

**3. Third Parties Could Have Filed New, Separate Actions**

As Special Master Quinn observed,

As to potential clients who did not assert claims, nothing prevented [counsel for objectors] Mr. Bonsignore or Ms. Moore from proffering fully vetted and qualified plaintiffs to serve as class representatives. If Lead Counsel failed to include**[\*214]** 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.

R&R at 39-40. Certain objectors argue that they could not have filed their own claims on behalf of the omitted repealer states because IPP Lead Counsel controlled the litigation, citing [*Kayes v. Pac. Lumber Co., 51 F.3d 1449, 1465 (9th Cir. 1995)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-FRT0-001T-D3BG-00000-00&context=). See Bonsignore Obj. at 7-8; see also RU Obj. at 9. The issue in Kayes was whether plaintiffs' counsel in an ERISA class action had a conflict of interest because that counsel represented a fund and two individual named plaintiffs with respect to individual annuities not covered by the suit. Id. The district court ruled that Plaintiffs' counsel had to eliminate these potential conflicts by withdrawing from representing the fund and from representing the named plaintiffs in their individual suits. Id. The Kayes case has no bearing on the issue before the Court, and objectors have cited no other legal basis for the argument that they could have not have brought their own claims on behalf of any of the omitted repealer states.[[30]](#footnote-29)30

The Court overrules this objection.

**C. Allocation Among Repealer States (Excluding the Chunghwa Settlement)**

The settlement provides that all class members in 21 repealer states and the District of Columbia will receive a pro rata share of the settlement fund upon filing a claim. Lead Counsel has proposed a minimum threshold value of $25, so that every claimant will receive this minimum value even if their pro rata share would otherwise be less. This ensures there is sufficient value to motivate every injured plaintiff to file a claim, even if he or she purchased a small number of CRT products.

Because the settlement distributions are meant to compensate only for the overcharge — not the entire price of purchased good — the claims administrator must assign different weights to various products to account for differences in the corresponding overcharged prices. Standard CRT televisions (thirty inches or smaller) will receive a weight of 1.0, large**[\*216]** CRT televisions (anything larger than thirty inches) will receive a weight of 4.3, and computer monitors will receive a weight of 3.0. The Court will refer to these as "category multipliers."

To determine the value of any pro-rata share greater than the $25 minimum, a three-part formula is used. First, a numerator is established by taking the sum of devices a class member claims multiplied by the applicable category multipliers. Second, a denominator is established taking the sum of all devices claimed multiplied by the applicable category multipliers. Third, a value multiplier is established by taking the total amount in the settlement fund and subtracting approved fees, expenses, and incentive awards.[[31]](#footnote-30)31

Objectors raise two topics of concern, which the Court addresses in turn.

**1. No *Cy Pres* Distribution**

Certain Objectors argue that a potentially large residue will remain after the settlement**[\*217]** fund is distributed, even though it is a claims-made settlement, because some of the claimants will not cash their checks. These objectors urge the settlement is defective because it does not include the designation of a *cy pres* recipient. Clifton Obj. at 8; Williams Obj. at 6.

Lead Counsel makes several responses to this argument. First, he argues that

[n]o *cy pres* distribution is contemplated because there are already sufficient claims to exhaust the fund without any class member receiving anywhere close to three times their estimated damages. In these circumstances, if there are any residual funds due to uncashed checks, they are likely to be very small.

IPP Williams Resp. at 3. Second, even if the residue is not small, the Court can consider how to treat that residue if and when it knows the amount. Perhaps the parties will designate a *cy pres* recipient; perhaps there will a supplemental distribution; perhaps another approach will be most appropriate.[[32]](#footnote-31)32 See [*Rodriguez, 563 F.3d at 966*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4W4S-JFH0-TXFX-D3F8-00000-00&context=) (declining to consider the propriety of *cy pres* where "no *cy pres* distribution [was] imminent"). When and if the Court makes this decision, it will bear in mind that *cy pres* is a disfavored substitute for distribution of benefits directly to class members, id., a fact**[\*218]** that objectors do not acknowledge in their presentation.

The Court overrules this objection.

**2. Differences in State Laws**

Certain objectors argue that differences in the strengths of claims of different states support paying class members from each state differently, and that to pay them all using the same formula results in "structural unfairness." See Clifton Obj. at 3-5.

[***HN32***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc32)[] "Approval of a plan of allocation of settlement proceeds in a class action . . . is governed by the same standards of review applicable to approval of the settlement as a whole: the plan must be fair, reasonable and adequate. 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." [*In re Omnivision Techs., Inc., 559 F. Supp. 2d 1036, 2007 WL 4293467, at \*7 (N.D. Cal. 2007)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4RJC-WNK0-TXFP-C1WB-00000-00&context=) (emphasis added) (internal quotation marks and citations omitted); see also [*In re Oracle Sec. Litig., No. 90-cv-00931-VRW, 1994 U.S. Dist. LEXIS 21593, 1994 WL 502054, at \*1 (N.D. Cal. June 18, 1994)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:447W-NHF0-0038-Y4W3-00000-00&context=) ("A plan of allocation that reimburses class members based on the extent of their**[\*219]** injuries is generally reasonable."). The allocation plan distributes the settlement fund based on the extent of class members' injuries. Even if there are minor differences in the laws of the repealer states giving rise to class members' claims — which no one identifies — using the extent of injury to divide the fund is a reasonable choice.



Another reading of this objection is that the problem lies not with differences among states whose citizens will recover money but with the failure to allocate funds to omitted repealer or non-repealer states. See Clifton Obj. at 3 (referring to "the failure to include non-repealer states in the damages class"). The Court has already overruled any objection on this ground.

The Court overrules this objection.

**D. Allocation of the Chunghwa Settlement**

As previously noted, the IPPs settled earlier in the litigation with the Chunghwa Defendants for $10,000,000. The terms of the settlement agreement provide that the net settlement funds will be distributed to claimants in 24 states *pro rata* in accordance with those states' respective populations in 2000.

These terms conflict with the notice sent to class members regarding the $576,750,000 aggregate settlement, which says that**[\*220]** the funds will be distributed *pro rata* to all eligible claimants, without considering each state's population. See R&R at 41-46; ECF Nos. 993 ¶¶ 10-11, 1105. Special Master Quinn ordered Lead Counsel to submit a new proposal to cure any concern related to this discrepancy in how the Chunghwa settlement would be distributed, see R&R at 46, and Lead Counsel complied, see Plan R&R, ECF No. 4445 at 1.[[33]](#footnote-32)33

Two sets of objections now remain. First, Objectors Cooper and Scarpulla filed a timely objection to the Plan R&R.[[34]](#footnote-33)34 See generally Plan Obj. ECF No. 4453; ECF No. 4459 (IPP Lead Counsel's response). Second, after reviewing Lead Counsel's proposal to fix the inconsistency between the Chunghwa settlement and the class notice, Special Master Quinn recommended minor adjustments to the proposal, including additional information regarding notice and notice costs, and ordered Lead Counsel to supplement his plan accordingly. Plan R&R at 7-8. Lead Counsel complied with this order, see generally Alioto Plan Letter, ECF**[\*221]** No. 4486, and Cooper and Scarpulla objected again, see generally ECF No. 4487. Rather than submit Cooper and Scarpulla's most recent objection to the Special Master, this Court reviews it in the first instance.

Messrs. Cooper and Scarpulla make four objections. First, they object to the proposed 50/50 split between resellers and consumers, arguing there is no empirical support that such a split is actually fair to the class or representative of the harm suffered by the respective groups within the class. ECF No. 4453 at 1-2. Second, they object to the new notice and claims period, raising anew concerns over the claims rate and arguing that the claims period should be reopened for all claimants. Id. at 2-4. Third, they object to the inclusion of $500,000 in notice costs being attributed to the Chunghwa settlement instead of to the entire class. ECF No. 4487 at 2. Fourth, they request that the additional costs required to give adequate notice of the Chunghwa settlement be deducted from Lead Counsel's fee, instead of the attorneys' fee of all class counsel. ECF No. 4453 at 3-4. Finally, they request that**[\*222]** Lead Counsel provide a complete accounting for the $500,000 in original Chunghwa notice costs. ECF No. 4487 at 2 n.1. The Court reviews each of these objections in turn.

**1. 50/50 Split**

Cooper and Scarpulla object to the 50/50 split between end users and resellers. As they did before the Special Master, Plan R&R at 7, they do not argue that the split is unfair. They argue only that it is arbitrary and lacks adequate factual support for Court approval. Id.

Objectors argue that the Court should appoint independent counsel for the resellers and the consumers because if it did, those counsel might "be able to agree on a fair split," citing [*In re Dynamic Random Access Memory (DRAM)* ***Antitrust*** *Litig., 2013 U.S. Dist. LEXIS 188116, at \*96-97 (N.D. Cal. Jan. 8, 2013)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5CJ0-9YY1-F04C-T1H0-00000-00&context=), in which the court adopted such a procedure. Since Objectors do not contend that the currently proposed division is not a "fair split," however, this proposal is not compelling. It would entail substantial additional time, delaying recovery for all class members, as well as the expenditure of additional attorneys' fees -- which would be deducted from the class' recovery. Objectors urge the Court to spend the class' money on this effort but do not even argue, much less demonstrate, that the expenditure would result in a better or fairer recovery for any segment of the class. This is**[\*223]** a gamble not worth taking. See [*In re Critical Path, Inc., No. C 01-00551 WHA, 2002 U.S. Dist. LEXIS 26399, 2002 WL 32627559, at \*7 (N.D. Cal. June 18, 2002)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:48TN-3JK0-0038-Y1RN-00000-00&context=) (rejecting a request for reallocation of a settlement fund where "the[] costs would eat further into [a] relatively small settlement fund" of $17.5 million); see also Plan R&R at 7 ("the proposed 50/50 split is likely to be as effective and fair as any other, [and] expending further counsel and Court time on this issue is not cost-effective").)

Similarly, Objectors suggest that Lead Counsel should conduct a study to determine whether the expenses of fashioning a more precise allocation plan outweigh its benefits. But Objectors offer no information about either the expenses or the benefits of such a study, only speculation. Presumably they want Lead Counsel to undertake such a study and, if the benefits in distributive fairness are outweighed by the study's costs, discover that fact only after the class' money has been spent. [***HN33***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc33)[] The burden is on the party objecting to a class settlement, and the Court finds that burden is not met here. See id. The standard of review does not call for the best possible plan of allocation, only for one that is based upon a "reasonable, rational basis, particularly if recommended by experienced and competent**[\*224]** counsel." [*Vinh Nguyen, 2014 U.S. Dist. LEXIS 63312, 2014 WL 1802293, at \*5*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5C54-1B51-F04C-T0J0-00000-00&context=). Lead Counsel's 50/50 split meets this requirement.



Accordingly, the Court accepts a 50/50 split of the Chunghwa settlement as a fair, reasonable, and adequate allocation. The objection to this split is overruled, and the Court adopts the Plan R&R at page 7.

**2. New Notice and Claims Period**

Pursuant to Lead Counsel's modified notice proposal, the Court will order the claim period reopened for 120 days for resellers in the 24 Chunghwa settlement states. Notice will be provided to resellers by e-mail and regular mail, press release, on the settlement website, and by print media. Resellers will have 60 days to object to the settlement. These provisions are appropriate because resellers have not been given notice of the plan or the opportunity to file claims. See ECF No. 4339 (applying [*In re Gypsum* ***Antitrust*** *Cases, 565 F.2d 1123, 1128 (9th Cir. 1977)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4W-YYH0-0039-M4G3-00000-00&context=) ("the district court had discretion to grant late claims[,]" and denial of an extension is reviewed for abuse of discretion)). The Court agrees with Special Master Quinn's analysis on this issue, and adopts the Plan R&R at 4-5.

Cooper and Scarpulla argue that new notice should have been given to *all* class members, and a new claims period established, on the grounds that the prior notice was inadequate. In support of this argument,**[\*225]** they describe the claims rate — approximately 109,000 claims covering 19 million CRTs — as "anemic," but offer no persuasive basis for concluding that the claims rate would have been higher with a different notice. As Lead Counsel argued and the Special Master found, "the claims period in this case stretches back 20 year and the product is obsolete." It is therefore not hard to imagine that many CRT indirect purchasers either did not remember what CRT-containing products they purchased or were not motivated to claim a percentage of the settlement fund. Objectors respond that "all that is required . . . is a few moment's reflection to remember how many CRT televisions and computer monitors were owned during the class period," ECF No. 4453 at 3:3-5, but the Court agrees with Lead Counsel that "claimants [often have] difficulty remembering how many qualifying products they [have] purchased and, accordingly, [are] hesitant to file claims without being sure." ECF No. 4459 at 6. The staleness of the claims at issue here exacerbates this problem.

Accordingly, this objection is overruled. The Court approves reopening the claim period for 120 days for all resellers within the states set to receive**[\*226]** damages under the Chunghwa settlement, and will accept objections during a 60-day period as described in the notice.

As new objections are still permitted based on a notice yet to be issued, the Court deems its review of the notice, allocation, and distribution procedures here akin to a preliminary approval of the revised Chunghwa settlement. The notice must be updated to reflect the proper settlement figure available for distribution. Subject to that change, the Court finds that the forms of notice, ECF Nos. 4488 at 10-28, are the best notice possible and meet the requirements as previously described at ECF No. 992 ¶¶ 12-15. The Court expressly approves the use of emails, banner ads, and any other mechanism previously used in this case to ensure maximal reach to resellers who are potential claimants within the Chunghwa class. Lead Counsel is directed to cause the Summary Notice to be published.

Objection procedures shall be the same as those used for other members of the Chunghwa settlement, see id. ¶ 16. Counsel will advise the Court in a timely manner of anticipated dates for publication of notice and a new due date for objections. Notice must be completed by August 1, 2016. The Court**[\*227]** will conduct a Fairness/Final Approval Hearing on November 14, 2016 at 9:30 a.m.

The Court will not delay final approval of the remainder of the settlement over this issue and will determine attorneys' fees related to the Chunghwa settlement now instead of after objections are received. However, the Court directs that distribution of the settlement funds to any party or counsel is *not* authorized until after opportunity to object is complete and the Court finally approves the distribution of the Chunghwa settlement.

**3. Inclusion of $500,000 In Notice Costs**

Although Lead Counsel originally proposed to deduct $2,500,000 in expenses from the Chunghwa settlement, that amount has now been reduced to $632,369: the $500,000 spent on the original Chunghwa notice; and Chunghwa Settlement's pro rata share of the $7,634,372.50 in total litigation expenses, in the amount of $132,369. ECF No. 4486 at 2. In addition, attorneys' fees and a pro-rata share of incentive awards will be deducted to the extent later approved by the Court.

Cooper and Scarpulla object that the $500,000 spent on the original notice actually benefitted the entire class, because the Chunghwa settlement allowed Plaintiffs' counsel**[\*228]** to create a "war chest" for use in the litigation that followed. See ECF No. 4487 at 2. They ask that the amount be deducted from the aggregate settlement and not the Chunghwa settlement.

Objectors' argument is not without some logical force, but it is unsupported by legal authority. Also, the Court is wary of establishing a test that requires it to evaluate a settling party's "real" motivations in achieving a class settlement when other claims remain to be litigated or settled. Ordinarily, the class or subclass that receives notice of a settlement reimburses the cost of that notice from the settlement fund. The Court sees no reason why this class should be treated any differently, and overrules this objection.

**4. Allocation of Additional Chunghwa Notice Costs**

The cost of providing additional notice regarding the Chunghwa settlement is estimated to be approximately $100,000. Objectors asked that the Special Master recommend that this cost be deducted from the attorneys' fees awarded to Lead Counsel alone; the Special Master concluded that the fairer approach was to deduct it from the fees of class counsel as a whole. His reasoning was as follows:

This is an issue of very little financial**[\*229]** impact to either the settlement fund or in relation to Lead Counsel's likely fee. It is, however, a matter of fairness. First, it is relevant that the real added cost is very small. The estimated $100,000 in new costs is undoubtedly almost entirely due to notice to resellers since the proposed notice to end users is virtually cost-free. Even if Lead Counsel had properly proposed notice to resellers as part of the original notice program, much of that cost would have been incurred anyway. Second, there is no evidence of genuine misconduct or bad faith by Lead Counsel. The Special Master has concluded that Lead Counsel made an error in judgment in determining that the Chunghwa distribution plan was so *de minimis* that it could be ignored. But there is no evidence that it was anything other than an error or oversight.

ECF No. 5944 at 5-6. In recommending that the cost be allocated against attorneys' fees globally, and not specifically against Lead Counsel's fee, the Special Master further noted further that "Lead Counsel was not in this alone; his faulty allocation plan was presumably known to and approved by numerous other class counsel." Id. at 6 n.3.

Cooper and Scarpulla now make the same objection**[\*230]** they made to the Special Master. As the Special Master did, the Court finds the objection unpersuasive. The Court has nothing to add to the Special Master's analysis, and adopts it here. The Court overrules this objection.

**5. Accounting of Original Chunghwa Notice Costs**

Finally, Cooper and Scarpulla request that Lead Counsel provide a complete accounting of the $500,000 spent in Chunghwa notice costs. ECF No. 4487 at 2 n.1 (noting that $500,000 is a "remarkably even number"); see also ECF No. 992 ¶ 23 (approving "up to $500,000 of the [Chunghwa] settlement fund for payment of the cost of notice(s) to potential members . . . without the approval of the Court . . . ."). The Court raised this issue during the April 19, 2016 Fairness Hearing. Rather than grant this request and invite yet another round of briefing, the Court inquired whether all parties would be satisfied if instead the bills were lodged directly with the Court for review in camera, along with appropriate affidavits and a cover sheet listing the expenses, so that the Court could determine that at least $500,000 in administration and notice costs was actually paid. The parties agreed to this procedure. ECF No. 4618 (Apr. 19,**[\*231]** 2016 Hearing Transcript) at 17-18. The materials were subsequently filed on the open docket. ECF No. 4592. The total amount actually spent by IPP Counsel was $500,000; the administrator incurred costs of $502,282.50, but credited back $2,282.50. To the extent this request can be characterized as an objection, the objection is overruled.

**V. RESOLUTION OF ADDITIONAL OBJECTIONS**

IPPs raise two concerns not addressed elsewhere: whether Objectors Cooper and Scarpulla have standing to object, since they do not represent a specific class member, and IPP Lead Counsel's objection to certain joinders The Court addresses each in turn.

**A. Standing To Object**

Lead Counsel for IPPs argues that Objectors Cooper and Scarpulla lack standing to object.

[***HN34***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc34)[] Formal objections may only be made by class members. [*In re TracFone Unlimited Serv. Plan Litig., 112 F. Supp. 3d 993, 1008 (N.D. Cal. 2015)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5GBW-9FY1-F04C-T208-00000-00&context=) (Chen, J.) (collecting cases) reconsideration denied, [*No. C-13-3440 EMC,2015 U.S. Dist. LEXIS 105512, 2015 WL 4735521 (N.D. Cal. Aug. 10, 2015)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5GND-C7H1-F04C-T3C4-00000-00&context=). The burden rests with objectors to establish their standing. [*TracFone, 112 F. Supp. at 1008*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5GBW-9FY1-F04C-T208-00000-00&context=) (quoting [*In re Hydroxycut Mktg. and Sales Practices Litig., No. 09-cv-1088 BTM, 2013 U.S. Dist. LEXIS 133413, 2013 WL 5275618, at \*2 (S.D. Cal. Sep. 17, 2013)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:59CV-8051-JCNB-3003-00000-00&context=)). "Simply being a member of a class is not enough to establish standing. One must be an aggrieved class member." [*In re First Capital Holdings Corp. Fin. Products Sec. Litig., 33 F.3d 29, 30 (9th Cir. 1994)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-7GC0-003B-P1FD-00000-00&context=). One who "suffered no injury likely to**[\*232]** be redressed by a favorable decision" lacks standing. Id. (citing [*Valley Forge Christian Coll. v. Americans United for Separation of Church & State, Inc., 454 U.S. 464, 472, 102 S. Ct. 752, 70 L. Ed. 2d 700 (1982)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-5W90-003B-S2CD-00000-00&context=); [*Lujan v. Defs. of Wildlife, 504 U.S. 555, 566-71, 112 S. Ct. 2130, 119 L. Ed. 2d 351 (1992))*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4W-XF70-003B-R3RX-00000-00&context=). "[A]n *amicus curiae* is not a party to the litigation and technically has no standing to object to the settlement." [*San Francisco NAACP v. San Francisco Unified Sch. Dist., 59 F. Supp. 2d 1021, 1033 (N.D. Cal. 1999)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3X52-6D10-0038-Y0NF-00000-00&context=) (Orrick, J.). Even if a Court finds that a putative objector lacks standing to object, it may still consider that putative objector's objections to a class settlement, which may help the Court satisfy its fiduciary duties. See [*Stetson v. Grissom, 821 F.3d 1157, 2016 WL 2731587, at \*2 (9th Cir. 2016)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5JRP-N421-F04K-V000-00000-00&context=). The objector therefore needs only a procedural vehicle with which to place his arguments before the district court, which is provided by *Federal Rule of Civil Procedure 23(h)(2)*: "A class member, or a party from whom payment is sought, may object to the motion [for class counsel's fees]."); see also [*TracFone, 112 F. Supp. 3d at 1008*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5GBW-9FY1-F04C-T208-00000-00&context=); [*San Francisco NAACP, 59 F. Supp. 2d at 1032-1033*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3X52-6D10-0038-Y0NF-00000-00&context=).



The Court finds that Scarpulla and Cooper do not have standing to object. They do not advance their objections on behalf of an aggrieved class member, and they do not claim to be class members themselves, much less aggrieved class members. [*TracFone, 112 F. Supp. 3d at 1008*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5GBW-9FY1-F04C-T208-00000-00&context=) ("Birner lacks standing to object to the proposed settlement because he is not a class member, and certainly is not an aggrieved class member"). Nonetheless, they have participated in the case since its inception, and are knowledgeable regarding ***antitrust*** law and the intricacies of the**[\*233]** settlement. The Court has treated Scarpulla and Cooper as *amici curiae* and given full consideration to their arguments.

**B. Improper Joinders**

Several objectors ask the Court to incorporate by reference numerous arguments not made in their brief. See, e.g., RU Obj. at 15, Williams Obj. at 8. Many of these same objectors made similar requests in their motions before Special Master Quinn. See ECF Nos. 4113 at 10, 4144 at 1, 4128 at 2, 4125 at 1-2, 4429 at 1, 4112 at 13. Special Master Quinn did not address the issue, and Lead Counsel asks that the requests for incorporation be denied. See IPP Obj. at 6-7.

[***HN35***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc35)[] A district court has inherent authority to control its own docket and may enforce limitations on briefing or incorporation by reference. See [*Ready Transp., Inc. v. AAR Mfg., Inc., 627 F.3d 402, 404 (9th Cir. 2010)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:51KJ-TCC1-652R-8001-00000-00&context=) (collecting cases detailing a Court's inherent powers); [*Green v. California Court Apartments LLC, 321 F. App'x 589, 591 (9th Cir. 2009)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4W09-1W20-TXFX-D28R-00000-00&context=) (upholding a decision to strike a brief filed with pages exceeding the limit set by local rules); [*Swanson v. U.S. Forest Serv., 87 F.3d 339, 345 (9th Cir. 1996)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-2050-006F-M22M-00000-00&context=) (denial of incorporation by reference upheld). The Court has already stricken briefs where reference by incorporation would cause the brief to exceed the permitted page limitation. See ECF No. 4430 at 2 ¶ 1. Lead Counsel's objection is sustained.



**V. CONCLUSION**

For the foregoing reasons, the Court orders as follows:

1. For the reasons set forth**[\*234]** herein and in its July 9, 2015 order, ECF No. 3906, the Court certifies the proposed classes for settlement purposes only.

2. For the reasons set forth in its July 9, 2015 order, ECF No. 3906, the Court confirms its appointment of the law firm of Trump, Alioto, Trump & Prescott, LLP., as Class Counsel.

3. The Court finds the settlements are fair, adequate, and reasonable, and therefore grants final approval of the six proposed settlements.

4. The Court sustains the objections to the standing of Objectors Cooper and Scarpulla and to joinders that cause any brief to become too lengthy. All remaining objections to the final approval of the six proposed settlements are overruled.

5. The class members who made timely requests to opt out of the settlement are excluded from the class. Objectors and States who suggested that a remedy to certain concerns might be to allow state residents to opt out are not excluded from the class by virtue of their Objection or SOI absent a timely request to opt out.

6. The Court reserves all issues related to attorneys' fees, expenses, and incentive awards for a future order.

7. The Court adopts the R&R to the extent consistent with this order.

8. The Court grants**[\*235]** final approval of the plan of allocation for all pending settlements, but finds with regard to the Chunghwa settlement that new notice is required with an opportunity for resellers to object. The Court finds that the new Chunghwa notice, subject to a noted change, is the best possible notice and authorizes its distribution. The Court overrules the objections related to the Chunghwa settlement and adopts the Plan R&R to the degree consistent with this order.

9. The Court stays the distribution of funds from any of the eight settlements pending final approval of the Chunghwa settlement after hearing objections at a Fairness Hearing scheduled for November 14, 2016 at 9:30 a.m. The cost of attorneys' fees, expenses, incentive awards, and legitimate claims may be determined during this interim period, but no monies may be paid from any common fund until this stay is lifted without prior permission of the Court. The Court grants Lead Counsel permission to use up to $100,000 to effectuate notice to the Chunghwa class and settlement administration without need for further permission of the Court.

10. As described above, notice related to the Chunghwa settlement must be completed by August 1,**[\*236]** 2016, and the Court shall conduct a Fairness/Final Approval Hearing on November 14, 2016 at 9:30 a.m.

IT IS SO ORDERED.

Dated: July 7, 2016

/s/ Jon S. Tigar

JON S. TIGAR

United States District Judge

**End of Document**

1. 1A more detailed set of facts and procedural history can be found in the Report and Recommendation at 1:8-3:27 and 5:4-17:2, and the Court incorporates those portions of the R&R as though fully set forth here. See also ECF No. 4260 (summarizing the facts of the case as relates to the settlement of certain Direct Purchaser Plaintiffs ("DPPs")). [↑](#footnote-ref-0)
2. 2"Chunghwa" includes Chunghwa Picture Tubes, Ltd. See ECF Nos. 992 (preliminary approval, granted August 9, 2011), 1105 (final approval, granted March 22, 2011). [↑](#footnote-ref-1)
3. 3"LG" includes LG Electronics, Inc.; LG Electronics USA, Inc.; and LG Electronics Taiwan Taipei Co., Ltd. See ECF Nos. 2248 (preliminary approval, granted December 9, 2013), 2542 (final approval, granted April 18, 2014). [↑](#footnote-ref-2)
4. 4"Philips" includes Koninklijke Philips N.V. (f/n/a Koninklijke Philips Electronics N.V.), Philips**[\*171]** Electronics North America Corporation, Philips Taiwan Limited (fin/a Philips Electronics Industries (Taiwan), Ltd.), and Philips do Brasil Ltda. (fin/a Philips da Amazonia Industria Electronica Ltda.). The agreement was reached on January 26, 2015. See R&R at 9. [↑](#footnote-ref-3)
5. 5"Panasonic" includes Panasonic Corporation (flk/a Matsushita Electric Industrial Co., Ltd.), Panasonic Corporation of North America, and MT Picture Display Co., Ltd. The agreement was reached on January 28, 2015. See R&R at 9. [↑](#footnote-ref-4)
6. 6"Hitachi" includes Hitachi, Ltd., Hitachi Asia, Ltd., Hitachi America, Ltd., Hitachi Electronic Devices (USA), Inc., and Hitachi Displays, Ltd. (n/k/a Japan Display Inc.). The agreement was reached on February 15, 2015. See R&R at 9. [↑](#footnote-ref-5)
7. 7Toshiba includes Toshiba Corporation, Toshiba America, Inc., Toshiba America Information Systems, Inc., Toshiba America Consumer Products, L.L.C., and Toshiba America Electronic Components, Inc. The agreement was reached on March 6, 2015. See R&R at 9. [↑](#footnote-ref-6)
8. 8"Samsung" includes Samsung 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. The agreement was reached on April 1, 2015. See R&R at 9. [↑](#footnote-ref-7)
9. 9The**[\*172]** settling Thomson and TDA entities include Technicolor SA (flk/a Thomson SA) and Technicolor USA, Inc. (flk/a Thomson Consumer Electronics, Inc.) and Technologies Displays Americas LLC (f/k/a Thomson Displays Americas LLC). The agreement was reached on June 10, 2015. See R&R at 9. While certain filings regard this as two separate settlements, for purposes of counting, the Court regards IPPs' agreement with Thomson and TDA as a single settlement. [↑](#footnote-ref-8)
10. 10Except as noted, the operative language of the settlement agreements is materially identical. [↑](#footnote-ref-9)
11. 11Lead Counsel will request approval of a minimum payment when all data from the claims process is available. See ECF No. 3862 ¶ 48. [↑](#footnote-ref-10)
12. 12[***HN1***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc1)[] In [*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=), the Supreme Court held that only direct purchasers could recover damages for price-fixing under [*Section 4*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:4YF7-GTP1-NRF4-44B7-00000-00&context=) of the Clayton Act. [*Id. at 735*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-9DJ0-003B-S1WY-00000-00&context=). As the Ninth Circuit has summarized, the Supreme Court "barred indirect purchasers' suits, and left the field of private ***antitrust*** enforcement to the direct purchasers." [*Royal Printing Co. v. Kimberly Clark Corp., 621 F.2d 323, 325 (9th Cir. 1980)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-FPM0-0039-W1VY-00000-00&context=). In response to the Illinois Brick decision, many states passed so-called "Illinois Brick repealer statutes," which give indirect purchasers the right to sue when firms violate analogous state ***antitrust*** laws. See, e.g., Robert H. Lande, New Options for State Indirect Purchaser Legislation: Protecting the Real Victims of ***Antitrust*** Violations, [*61 Ala. L. Rev. 447, 448 (2010)*](https://advance.lexis.com/api/document?collection=analytical-materials&id=urn:contentItem:509X-KY60-00CV-Y06W-00000-00&context=). Such states are referred to a "repealer states." A state which has not enacted such a statute is referred to as a "non-repealer state."

    

    [↑](#footnote-ref-11)
13. 13Certain objections were withdrawn or stricken prior to publication of this order. Excluding those, the Court considered the materials at ECF Nos. 4400 ("IPP Obj."), 4401 ("Clifton Obj."), 4384 ("Saik Obj."), 4101 ("Hull Obj."); 4436 ("RU Obj."); 4437 ("C-S Obj."); 4439 ("St. John Obj."); 4440 ("Bonsignore Obj."); and 4466 ("Williams Obj."). The Hull objection is actually an objection litigated before Special Master Quinn but incorporated by reference and objections re-made in response to the publication of the R&R. See 4394 at 1. Three**[\*176]** responses were filed. See ECF Nos. 4431 ("C-S Resp."), 4449 ("IPP Resp."), and 4479 ("IPP Williams Resp."). Two additional briefs were timely filed and will be considered, see ECF Nos. 4545-4, 4558, but relate only to attorneys' fees, expenses, or incentive awards and thus have no bearing on the subject matter of this order. [↑](#footnote-ref-12)
14. 14The Attorneys General of Connecticut, Alabama, Arkansas, Colorado, Delaware, Georgia, Kentucky, Louisiana, Maryland, Ohio, Oklahoma, Pennsylvania, and Virginia jointly filed one Statement of Interest. See ECF No. 4462 ("Non-Repealer State SOI"). The Attorneys General of Massachusetts and Missouri jointly filed a second. See ECF No. 4463 ("MA & MO SOI"). New Hampshire, the third omitted repealer state, neither joined any Statement of Interest nor filed one of its own. [↑](#footnote-ref-13)
15. 15ECF Nos. 4453 ("Plan Obj."), 4459 ("Plan Resp."), 4486 ("Alioto Plan Letter"), 4487 ("C-S Plan Letter"). [↑](#footnote-ref-14)
16. 16Pursuant to discussions held at the second fairness hearing, the Court ordered the IPPs to file support for Chunghwa's notice costs. See ECF No. 4584. The IPPs did so. See ECF No. 4592. [↑](#footnote-ref-15)
17. 17Objector Hull objects to the R&R, but merely re-urges and incorporates by reference all his original objections as made before the Special Master. The Court permits this tactic. See ECF No. 4430 at 2. However, as the underlying objections were addressed by Special Master Quinn, merely re-urging the same objections provides no basis to disturb the Special Master's findings. [↑](#footnote-ref-16)
18. 18E.g., [*Betancourt v. Advantage Human Resourcing, Inc., No. 14-CV-01788-JST, 2016 U.S. Dist. LEXIS 10361, 2016 WL 344532, at \*5 (N.D. Cal. Jan. 28, 2016)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5HYN-7GF1-F04C-T02H-00000-00&context=); [*Smith v. Am. Greetings Corp., No. 14-CV-02577-JST, 2015 U.S. Dist. LEXIS 96482, 2015 WL 4498571, at \*8 (N.D. Cal. July 23, 2015)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5GHC-0171-F04C-T094-00000-00&context=); [*Dyer v. Wells Fargo Bank, N.A., 303 F.R.D. 326, 331 (N.D. Cal. 2014)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5DDX-GFV1-F04C-T32J-00000-00&context=). [↑](#footnote-ref-17)
19. 19While the median average settlement among a survey of 71 settled cartel cases was 37% of single damages recovery, the weighted mean (weighting settlement according to their sales) was 19% of single damages recovery. See John M. Connor & Robert H. Lande, Not Treble Damages: Cartel Recoveries Are Mostly Less Than Single Damages, [*100 IOWA L. REV. 1997, 1998 (2015)*](https://advance.lexis.com/api/document?collection=analytical-materials&id=urn:contentItem:5GKK-B970-02BM-Y299-00000-00&context=). [↑](#footnote-ref-18)
20. 20The Northern District's Procedural Guidance for Class Action Settlements can be found at [*http://www.cand.uscourts.gov/ClassActionSettlementGuidance*](http://www.cand.uscourts.gov/ClassActionSettlementGuidance) . [↑](#footnote-ref-19)
21. 21Objections related to the lack of a *cy pres* recipient are addressed (and overruled) later in this order. [↑](#footnote-ref-20)
22. 22The Court considers this factor, as it must, but gives it little weight. "Although a court might give**[\*190]** weight to the fact that counsel for the class or the defendant favors the settlement, the court should keep in mind that the lawyers who negotiated the settlement will rarely offer anything less than a strong, favorable endorsement." ***Principles of the Law of Aggregate Litigation § 3.05 comment a (2010)***. [↑](#footnote-ref-21)
23. 23Special Master Quinn did not address these Statements**[\*192]** because they were filed after he had completed his review of the settlements. He concluded: "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." ECF No. 4351 at 34. The facts before this Court have now changed, and so the Court gives this finding by the Special Master no weight. [↑](#footnote-ref-22)
24. 24The Court includes California in this total because it filed a Statement of Interest before Special Master Quinn, although it has not filed any objection to the Special Master's R&R. California appears to have acquiesced in the Special Master's resolution of the objection it filed before him. [↑](#footnote-ref-23)
25. 25Although the quoted language is from the Phillips Settlement, the other agreements are materially identical. [↑](#footnote-ref-24)
26. 26Given that these powers have been employed to permit remedies of disgorgement under the Federal Trade Commission Act and the Fair Labor Standards Act, Objectors Cooper and Scarpulla attempt to read three more recent cases as allowing disgorgement under [*Section 16*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:4YF7-GN71-NRF4-41ND-00000-00&context=) of the Clayton Act. The Court agrees with the Special Master that the cases cited by objectors are inapposite.**[\*202]** See [*United States v. Keyspan Corp., 763 F. Supp. 2d 633, 639-640 (S.D.N.Y. 2011)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:524W-GHY1-652J-D25B-00000-00&context=), [*In re TFT-LCD (Flat Panel)* ***Antitrust*** *Litig., No. C 10-4346 SI, 2011 U.S. Dist. LEXIS 76562, 2011 WL 2790179, at \*3-4 (N.D. Cal. July 12, 2011)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:539H-4P01-JCNB-32N8-00000-00&context=); In re Dynamic Random Access Memory (DRAM) ***Antitrust*** Litigation, No. M-02-1486-PJH (MDL No. 148), Docket No. 2132 at 84. Keyspan and LCD are distinguishable because they were brought by the Government instead of a private party. DRAM permits a party to include a request for such a remedy in a complaint, but does not reach the issue of whether private disgorgement could ever be awarded. [↑](#footnote-ref-25)
27. 27Objectors do cite [*Oregon v. AU Optronics Corp. (In re TFT-LCD (Flat Panel)* ***Antitrust*** *Litig.), MDL No. 1827, 2011 U.S. Dist. LEXIS 76562, 2011 WL 2790179 (N.D. Cal. July 11, 2011)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:539H-4P01-JCNB-32N8-00000-00&context=) for the proposition that such relief is available. In a later order issued in the same case, however, Judge**[\*203]** Illston recognized that a request for "restitution under federal law . . . would be barred." [*In re TFT-LCD (Flat Panel)* ***Antitrust*** *Litig., 787 F. Supp. 2d 1036, 1040 (N.D. Cal. 2011)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:52MB-PVR1-JCNB-3266-00000-00&context=). [↑](#footnote-ref-26)
28. 28Objectors rely on [*Nat'l Super Spuds, 660 F.2d at 9*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-28K0-0039-W33H-00000-00&context=), to argue that the release of uncompensated claims is not permitted. The basis of the Second Circuit's holding there, however, was that the claims being released had not been asserted in the complaint and were based on a different factual predicate. Super Spuds is inapposite to the present case. Compare [*In re Auction Houses* ***Antitrust*** *Litig., 42 F. App'x 511, 519 (2d Cir. 2002)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:46DG-8M50-0038-X069-00000-00&context=) ("In the twenty-one years since Super Spuds, we have never affirmed the approval of a class action settlement which included the uncompensated impairment of non-class claims unless the non-class claims were based on the identical factual predicate as the class claims." (emphasis in original)) with [*Reyn's Pasta Bella, LLC v. Visa USA, Inc., 442 F.3d 741, 748 (9th Cir. 2006)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4JK5-DCD0-0038-X25Y-00000-00&context=) ("The weight of authority holds that a federal court may release not only those claims alleged in the**[\*206]** complaint, but also a claim 'based on the identical factual predicate as that underlying the claims in the settled class action . . . .'" (quoting [*Class Plaintiffs, 955 F.2d at 1287-89*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-5XD0-008H-V305-00000-00&context=))) and [*Lipuma v. Am. Express Co., 406 F. Supp. 2d 1298, 1317-19 (S.D. Fla. 2005)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4HYW-51G0-TVTD-029P-00000-00&context=) (distinguishing itself from Super Spuds and Auction House because there "the claimants [we]re one and the same."). Moreover, even if Super Spuds could be read to hold that no class action claim can ever be released without compensation, the Ninth Circuit has never adopted such a rule. See [*Nguyen, 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=) ("The Objector argues that any settlement that releases any claim without compensation is per se unreasonable, but the Objector's authority does not bear this out."). [↑](#footnote-ref-27)
29. 29Missouri's State Attorney General suggests they could have brought a case under Missouri's Merchandising Practices Act ("MMPA"), [*Mo. Rev. Stat. § 407.010, et seq.*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5DT0-CDR1-6M8F-50GR-00000-00&context=) See MA & MO SOI at 4. [***HN31***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K60-F0P1-F04C-T51P-00000-00&context=&link=clscc31)[] The MMPA provides for a five year statute of limitations. See [*Owen v. Gen'l Motors Corp., 533 F.3d 913, 921 n.6 (8th Cir. 2008)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4T11-KRC0-TX4N-G03J-00000-00&context=) (five year limitations period in [*§ 516.120*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5DT0-CHT1-6M8F-50X6-00000-00&context=) applies to MMPA claims). As over five years have passed, however, any MMPA claims would also be time-barred.

    

    [↑](#footnote-ref-28)
30. 30This includes Massachusetts, even though the Massachusetts claims were dismissed. Special Master Legge was clear that "certainly no procedural**[\*215]** dismissal of this nature should bar the filing of a truly new suit." See ECF No. 768 at 13. Objectors were thus free (with notice of that freedom) to bring a new claim after the stipulation but prior to expiration of the statute of limitations. [↑](#footnote-ref-29)
31. 31The formula is only approximate because the denominator (step two) will need to be adjusted to filter out the products that comprise the $25 minimum payment claims, and the value multiplier (step three) will need to be adjusted to subtract the $25 minimum payments from the money available for distribution. [↑](#footnote-ref-30)
32. 32"Secondly, when that residue occurs and we know how much it is and we have a handle on it, you can make supplemental claims distributions. For example, to late claimants. You can further exhaust the amount." ECF No. 4512 at 51. [↑](#footnote-ref-31)
33. 33Given that Lead Counsel has submitted a new proposal which is the subject of the Plan R&R, the Court denies as moot any objection to the original Chunghwa allocation plan. See ECF No. 4351 at 41-46; IPP Obj. at 9; Bonsignore Obj. at 12-14; Plan Resp. at 1 n.2. [↑](#footnote-ref-32)
34. 34Theirs was the only timely objection. See ECF No. 4494 (striking the objection at ECF No. 4470). [↑](#footnote-ref-33)