

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
IN RE:

ZIMMER M/L TAPER HIP PROSTHESIS OR M/L TAPER
HIP PROSTHESIS WITH KINECTIV TECHNOLOGY AND
VERSYS FEMORAL HEAD PRODUCTS LIABILITY
LITIGATION

MDL No. 2859

18-MD-2859 (PAC)
18-MC-2859 (PAC)

ORDER NO. 5A

This Document Relates to All Actions

-----X

PAUL A. CROTTY, United States District Judge:

**AMENDED ORDER REGARDING THE MANAGEMENT OF TIMEKEEPING, COST
REIMBURSEMENT AND RELATED COMMON BENEFIT ISSUES**

The Court hereby amends Order No. 5, which adopted guidelines for Common Benefit Work and Common Benefit Expenses.

I. COMMON BENEFIT FUND FOREXPENSES

As necessary to effectively prosecute the interests of the litigation, the Plaintiffs' Executive Committee ("PEC"), from time to time, must seek monetary contributions from the PEC and Plaintiffs' Steering Committee ("PSC"), and may receive and hold funds. These funds must be held in such accounts at a federally insured banking institution as designated and approved by the PEC. The account will be maintained by Meshbeshner & Spence, Ltd. with primary oversight of the PEC.

II. ADMINISTRATION

The award of common benefit attorneys' fees and expenses will be limited to "Participating Counsel" as defined herein, without regard to whether the Plaintiff's attorney signs the "Participation Agreement" attached hereto as Exhibit A. "Participating Counsel" shall be defined

as the PEC (along with members and staff of their respective firms), the PSC (along with members and staff of their respective firms), any other counsel authorized by the PEC who desire to be considered for common benefit compensation, counsel who have signed the Participation Agreement, or counsel who have been specifically approved by this Court as Participating Counsel prior to incurring any such cost or expense.

Participating Counsel shall only be eligible to receive common benefit attorneys' fees and expense reimbursement if the time expended, costs incurred, and activity in question were (a) for the common benefit of Plaintiffs; (b) appropriately authorized by the PEC; (c) timely submitted; (d) reasonable; and (e) approved by this Court. Participating Counsel who seek to recover Court-awarded common benefit attorneys' fees and expenses in connection with this litigation shall keep a daily contemporaneous record of their time and expenses, noting with specificity the amount of time, billing rate, and particular activity, along with a brief note indicating the source of authorization for the activity in question.

Participating Counsel, as defined above, shall agree to the terms and conditions herein, including submitting to this Court's jurisdiction and agreeing that this Court has plenary authority regarding the award and allocation of common benefit attorneys' fees and awards for cost and expense reimbursements in this matter. Participating Counsel acknowledge that the Court will have final, non-appealable authority regarding the award of common benefit attorney fees and expenses or the allocation of those common benefit attorney fees and expenses in this matter. Participating Counsel have (or will have) agreed to and therefore will be bound by the Court's determination on common benefit attorney fee and expense awards and attorney fee and expense allocations, and the Participating Counsel knowingly and expressly waive any right to appeal those decisions or the ability to assert the lack of enforceability of this Order or to otherwise challenge its adequacy.

III. MDL Attorney Fee and Expense Funds: The Assessment

All cases currently consolidated in MDL No. 2859 in which Plaintiffs' Counsel, agree, for monetary considerations, to settle, compromise, or dismiss their case, with or without trial, or where Plaintiffs' Counsel recover a judgment for monetary damages or other monetary relief with respect to products liability claims directly involving allegations of a defect in the Zimmer M/L Taper Hip Prosthesis Femoral Stem the M/L Taper Hip Prosthesis with Kinectiv Technology Femoral Stem, or the VerSys Femoral Head ("Zimmer MDL Products"), shall be subject to an Assessment of the "Gross Monetary Recovery" as set forth below. The Assessment shall also apply to:

(1) all cases involving the Zimmer MDL Products later filed or otherwise later centralized in MDL No. 2859;

(2) all cases that are, or have been, filed and centralized in MDL No. 2859 that do not resolve as part of the Settlement Program; and

(3) all filed cases or unfiled claims involving the Zimmer MDL Products in which an attorney or firm representing the plaintiff has signed the Participation Agreement attached as Exhibit A.

A. Gross Monetary Recovery

"Gross Monetary Recovery" includes any and all amounts paid by Defendants to Plaintiffs as settlement or judgment in an individual case.

B. The Assessment Amount

The total assessment amount shall be 9.5%, which shall include 5% for common benefit attorney's fees and 4.5% for common benefit expenses (hereinafter collectively referred to as the "Assessment").

The common benefit attorney fees shall have no effect on the net amount the client will receive as the common benefit attorney fees are to be deducted from their individual private attorney's contingent fee portion of the Gross Monetary Recovery. Conversely, the common benefit expenses shall be deducted from the client's share of the Gross Monetary Recovery.

C. Payment of the Assessment

For cases included in the Settlement Program,¹ Defendants shall deposit funds equal to the Gross Monetary Recovery payable in an individual case with the Settlement Administrator pursuant to the terms of the Settlement Program and Master Settlement Agreement. The Settlement Administrator will hold back the Assessment and will not disburse these held-back monies without further order of the Court.

D. Defendants' Obligations

In addition to the obligations set forth in Section III.C above, unless otherwise agreed, Defendants' counsel shall provide quarterly notice to the PEC of all cases from the prior quarter that were resolved outside of the Settlement Program and are subject to the Assessment. Such notice shall include the names of the plaintiffs and individual plaintiffs' counsel, and docket number for the plaintiffs' cases (if applicable), as well as the total amount of all Assessments in all matters settled during that quarter and withheld by defense counsel for payment to the Settlement Administrator responsible for receiving and distributing Assessments. A report is not due if no matters are subject to the Assessment during that quarter. To assist Defendants' counsel in determining settlements subject to the Assessment, for cases that are not resolved through the Settlement Program, the PEC shall provide a list of all plaintiffs' attorneys and firms who have signed the Participation Agreement and shall update Defendant's counsel promptly if

¹ Settlement Program cases include cases centralized in this MDL, as well as similar cases in state courts, that were pending as of September 17, 2021.

additional plaintiffs' attorneys or firms sign the Participation Agreement, so that any future settlements with those counsel can be subject to the Assessment.

IV. COMMON BENEFIT WORK

A. Authorization for Compensable Common Benefit Work

Authorized Common Benefit Work includes assignments made by the PEC. No time spent on developing or processing individual issues in any case for an individual client (claimant) will be considered or should be submitted, nor will time spent on any unauthorized work.

Examples of authorized and unauthorized work include but are not limited to:

1. Depositions: Participating Counsel may attend any deposition space permitting; however, if such counsel has not been designated as one of the authorized questioners or otherwise authorized to attend the deposition by the PEC, your time and expenses shall not be considered common benefit work, but rather considered as attending on behalf of such counsel's individual clients. Unnecessary attendance by counsel may not be compensated in any fee application to the Court.

2. Periodic PEC/PSC Conference Calls: These calls are held so that individual attorneys are kept up-to-date on the status of the litigation, and participation by listening to such calls is not common benefit work. Each attorney has an obligation to keep themselves informed about the litigation so that they can best represent their clients, and that is a reason to listen in on those calls. The attorneys designated by the PEC to run those calls are working for the common benefit by keeping other lawyers informed and educated about the case, and their time will be considered for common benefit. Nothing in this paragraph shall be construed to prevent members of the PEC/PSC from submitting common benefit time for participation in PEC/PSC communications that are germane to all members of the PEC/PSC and are necessary to fulfill their PEC/PSC obligations.

3. Periodic MDL Status Conferences: Regular status conferences are held so that the litigation continues to move forward and legal issues are resolved with the Court. Individual attorneys are free to attend any status conference held in open court in order to keep up-to-date on the status of the litigation and participation, but attending and listening to such conferences is not common benefit work. Each attorney has an obligation to keep themselves informed about the litigation so that they can best represent their clients. Mere attendance at a status conference will not be considered a Common Benefit Expense or Common Benefit Work. The attorneys designated by the PEC to address issues that will be raised at a given status conference or requested by the PEC to be present at a status conference are working for the common benefit and their time will be considered for common benefit. Similarly, any attorney whose attendance at a status conference is specifically requested by the Judge in that case may submit their time to the Fee Committee for evaluation as common benefit time.

4. Committee Meetings or Calls: During committee phone calls or other meetings there is a presumption that only one participant per firm will qualify for common benefit time, unless otherwise authorized by the PEC.

5. Identification and Work Up of Experts: Participating Counsel are encouraged to identify experts in consultation with the PEC. If a Participating Counsel travels to and retains an expert without the knowledge and approval of the PEC, they understand that the MDL may not need or use that expert, and their time and expenses may not be eligible for Common Benefit Expenses/Work.

6. Attendance at Seminars: Attendance at a seminar (e.g. American Association for Justice Section Meetings, Mass Torts Made Perfect, Harris Martin, and similar seminars and

Continuing Legal Education programs) shall not qualify as Common Benefit Work or a Common Benefit Expense.

7. Document Review: Only document review specifically authorized by the PEC and assigned to an attorney will be considered Common Benefit Work. If an attorney elects to review documents that have not been assigned to that attorney by the PEC, that review is not considered Common Benefit Work. Unless approved in writing by the PEC, only licensed attorneys may conduct common benefit document review. Descriptions associated with “document review” must contain sufficient detail to allow those reviewing the time entry to generally ascertain what was reviewed. For example, indicating the custodian, search query, or number of document folders reviewed is the kind of description needed.

8. Review of Pleadings and Orders: Each attorney has an obligation to keep themselves informed about the litigation so that they can best represent their clients, and review of pleadings and orders is part of that obligation. Only those attorneys designated by the PEC to review or summarize those pleadings or Orders for the MDL are working for the common benefit and their time will be considered for common benefit. All other counsel are reviewing those pleadings and orders for their own benefit and the benefit of their own clients, and the review is not considered common benefit. Nothing in this paragraph shall be construed to prevent the PEC and the PSC from submitting common benefit time for reviewing orders of the Court that are germane to all members of the PEC/PSC and are necessary for review to fulfill their committee obligations.

9. Emails and Correspondence: Time recorded for reviewing emails, and providing non-substantive responses, generally is not compensable unless germane to a specific task being performed by the receiving or sending attorney or party that is directly related to that email. Thus,

for example, review of an email sent to dozens of attorneys to keep them informed on a matter on which they are not specifically working would not be compensable. Each attorney has an obligation to keep themselves informed about the litigation so that they can best represent their clients and that is a reason to review emails to a larger group which involves a matter on which the recipient is not directly and immediately working. If time submissions are heavy on email review and usage with little related substantive work, that time may be heavily discounted or not compensated at all.

10. Review of Discovery Responses: Each attorney has an obligation to keep themselves informed about the litigation so that they can best represent their clients and that is a reason to review discovery responses served in this litigation. Only those attorneys designated by the PEC to review and summarize those discovery responses for the MDL are working for common benefit and their time will be considered for common benefit. All other counsel are reviewing those discovery responses for their own benefit and the benefit of their own clients, and the review is not considered common benefit.

11. Bellwether Trials: While the work-up of individual cases is not considered common benefit, in the event that a case is selected as part of an approved early preference or bellwether trial process in the MDL or participating state court proceedings, the time and expenses in trying the case (including work performed as part of the approved bellwether process) may be considered for common benefit to the extent it complies with the other provisions of this Order or Participation Agreement.

12. Travel Time: Travel Time will not be compensable as Common Benefit Work, except to the extent work otherwise compensable as such is performed while in transit.

13. Settlement: Settlement negotiations, administration and work conducted to further the resolution of the MDL and state court cases.

In the event Plaintiffs' Counsel are unsure if the action they are about to undertake is considered Common Benefit Work, counsel shall ask the PEC in advance as to whether such time may be compensable.

B. Time Keeping and Submission of Time Records

All time must be authorized and accurately and contemporaneously maintained. Participating Counsel shall keep a daily record of their time spent in connection with Common Benefit Work on this litigation, indicating with specificity the hours, billing rate, and particular activity (such as "conducted deposition of John Doe."). Time entries that are not sufficiently detailed may not be considered for common benefit payments. All Common Benefit Work time for each firm shall be maintained in a tenth-of- an-hour increment.

Within 30 days after the end of each quarter (beginning on March 30, 2019), Participating Counsel shall submit to Ashleigh Raso of Meshbesh and Spence electronically at araso@meshbesh.com, a report of their time and expense records as noted above for the preceding quarter in the format provided by **Addendum A** hereto. By April 15, 2019, submissions shall be made for all time and expenses incurred prior to the entry of this Order, if such time and expenses have not already been submitted. Ms. Raso will share and maintain the data submitted.

The failure to secure authority to incur common benefit time and expenses, or maintain and timely provide such records or to provide a sufficient description of the activity will be grounds for denying the recovery of attorneys' fees or expenses in whole or in part.

V. COMMON BENEFIT EXPENSES

A. Shared Costs

“Shared Costs” are costs that will be paid out of the Executive Committee Fund administered by the PEC. Each PEC and PSC member shall contribute to the Executive Committee Fund at times and in amounts sufficient to cover plaintiffs’ expenses for the administration of this MDL. The timing and amount of each contribution will be determined by the PEC, in consultation with the PSC, and each contribution will be paid within 30 days as instructed by the PEC. Failure to pay Executive Committee Fund contributions will be grounds for the removal from the appointments made in Order No. 2 or other common benefit assignments.

Shared Costs are costs incurred for the common benefit of Plaintiffs in this MDL as a whole. No client-related costs, save certain costs relating to future cases selected as bellwether cases that will be for the common benefit (e.g., related to liability and causation), shall be considered Shared Costs, unless exceptional circumstances exist and are approved by later order of this Court. All Shared Costs must be approved by the PEC prior to payment.

All costs that meet these requirements and fall under the following categories shall be considered Shared Costs and qualify for submission and payment directly from the Executive Committee Fund:

1. court, filing and service costs related to common issues;
2. deposition and court reporter costs for depositions (excluding those that are client-specific);
3. document depository creation, operation, staffing, equipment and administration;
4. PEC/PSC administration matters (e.g., expenses for equipment, technology, courier services, long distance, telecopier, electronic service, photocopy and printing, secretarial/temporary staff, etc.);
5. PEC administration matters, such as meetings and conference calls;

6. legal and accountant fees relating to the Executive Committee Fund;
7. expert witness and consultant fees and expenses for experts whose opinions and testimony would be generic and for the common benefit of a substantial number of cases. There shall be no reimbursement for case specific experts, except for liability and causation experts in bellwether cases, at the discretion of the PEC;
8. printing, copying, coding, scanning related to the above (out-of-house or extraordinary firm costs);
9. research by outside third-party vendors/consultants/attorneys, approved by PEC;
10. translation costs related to the above;
11. bank or financial institution charges;
12. investigative services, approved by PEC; and
13. any assessment paid by any member firm of the PEC/PSC, including particularly funds used for the creation of the common document depository platform and for retaining generic expert witnesses.

B. Held Costs

“Held Costs” are those that will be carried by each attorney in this MDL and reimbursed as and when the PEC determines to do so. Held Costs are those that do not fall into the above Shared Costs categories but are incurred for the common benefit of all Plaintiffs in this MDL. No client-specific costs can be considered Held Costs, other than certain Common Benefit costs relating to future bellwether cases at the discretion of the PEC. Held Costs shall be recorded in accordance with the guidelines set forth herein and on the form provided as **Addendum B** hereto. They shall be subject to the following limitations:

1. Travel Limitations

Except in extraordinary circumstances approved by the PEC, all travel reimbursements are subject to the following limitations:

a. Airfare. Ordinarily only the price of a coach seat for a reasonable itinerary will be reimbursed. Business/First Class Airfare will not be fully reimbursed, except for international flights or cross-country flights, which requires prior written approval by the PEC. In the event non-coach air travel is utilized, the attorney shall be reimbursed only to the extent of the full coach fare if the full coach fare for that flight is contemporaneously documented.

b. Hotel. Hotel room charges for the average available room rate of a business hotel, including the Hyatt, Hilton, Sheraton, Westin, and Marriott hotels, in the city in which the stay occurred will be reimbursed. Luxury hotels will not be fully reimbursed but will be reimbursed at the average available rate of a business hotel.

c. Meals. Meal expenses must be reasonable.

d. Cash Expenses. Miscellaneous cash expenses for which receipts generally are not available (tips, luggage handling, pay telephone, etc.) will be reimbursed up to \$30.00 per trip, as long as the expenses are properly itemized.

e. Rental Automobiles. Luxury automobile rentals will not be fully reimbursed, unless only luxury automobiles were available. If luxury automobiles are selected when non-luxury vehicles are available, then the difference between the luxury and non-luxury vehicle rates must be shown on the travel reimbursement form, and only the non-luxury rate may be claimed, unless such larger sized vehicle is needed to accommodate several counsel.

f. Mileage. Mileage claims must be documented by stating origination point, destination, total actual miles for each trip, and the rate per mile paid by the member's firm. The maximum allowable rate will be the maximum rate allowed by the IRS.

2. Non-Travel Limitations

a. Long Distance, Conference Call and Cellular Telephone Charges. Common benefit long distance, conference call and cellular telephone charges must be documented as individual call expenses in order to be compensable. Copies of the telephone bills must be submitted with notations as to which charges relate to the *In re Zimmer M/L Taper litigation*. Such charges are to be reported at actual cost.

b. Shipping, Overnight, Courier, and Delivery Charges. All common benefit shipping, overnight, courier or delivery expenses must be documented with bills showing the sender, origin of the package, recipient, and destination of the package. Such charges are to be reported at actual cost.

c. Postage Charges. A contemporaneous postage log or other supporting documentation must be maintained and submitted for common benefit postage charges. Such charges are to be reported at actual cost.

d. Telefax Charges. Contemporaneous records should be maintained and submitted showing faxes sent and received for common benefit matters. The per- fax charge shall not exceed \$1.00 per page.

e. In-House Photocopy. A contemporaneous photocopy log or other supporting documentation must be maintained and submitted. The maximum copy charge is 20¢ per page.

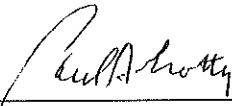
f. Computerized Research - Lexis/Westlaw. Claims for Lexis or Westlaw, and other computerized legal research expenses should be in the exact amount charged the firm and appropriately allocated for these research services.

The forms detailing expenses shall be certified by an attorney with authority in each firm attesting to the accuracy of the submissions. Attorneys shall provide receipts for all expenses. Credit card receipts (not the monthly statements) are an appropriate form of verification so long as accompanied by a declaration from counsel that the charge was incurred for the common benefit. Hotel costs must be proven with the full hotel invoice. The description of unclaimed expenses on the invoice may be redacted.

SO ORDERED.

Date: July 25, 2022

New York, New York



PAUL A. CROTTY
United States District Judge

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
IN RE:

ZIMMER M/L TAPER HIP PROSTHESIS OR M/L TAPER
HIP PROSTHESIS WITH KINECTIV TECHNOLOGY AND
VERSYS FEMORAL HEAD PRODUCTS LIABILITY
LITIGATION

MDL No. 2859

18-MD-2859 (PAC)

This Document Relates to All Actions

-----X

EXHIBIT A

PARTICIPATION AGREEMENT

This Agreement is made this ____ day of _____, 201__, by and between the Plaintiffs' Executive Committee appointed by the United States District Court for the Southern District Court of New York in MDL No. 2859 (Order No. 2) and _____ [**Name of the Firm Executing the Agreement**] (the "Participating Counsel").

WHEREAS, the United States District Court for the Southern District Court of New York has appointed the Plaintiffs' Executive Committee to maintain adequate time and disbursement records covering services of designated counsel and establish guidelines, for approval by the Court, as to the keeping of time records and expenses.

WHEREAS, the Plaintiffs' Executive Committee in association with other attorneys working for the common benefit of Plaintiffs have developed or are in the process of developing work product which will be valuable in the litigation of federal and state court proceedings involving Zimmer's M/L Taper Hip Prosthesis or M/L Taper Hip Prosthesis with Kinectiv Technology and Versys Femoral Head ("Affected Products") and marketing and sales practices.

WHEREAS, the Participating Counsel are desirous of acquiring the Common Benefit Work Product and establishing an amicable, working relationship with the Plaintiffs' Executive Committee for the mutual benefit of their clients.

NOW THEREFORE, in consideration of the covenants and promises contained herein, and intending to be legally bound hereby, the parties agree as follows:

I. SCOPE OF AGREEMENT

A. Purpose.

This Participation Agreement is a private cooperative agreement between plaintiffs' attorneys to share common benefit work product, both in MDL No. 2859 and in various state courts. Plaintiffs' attorneys who sign on to this Agreement ("Participation Agreement") are entitled to receive the MDL "common benefit work product" and the state court "work product" of those attorneys who have also signed the Participation Agreement. Plaintiffs' attorneys who sign on to this Agreement ("Participating Counsel") are also entitled to submit claims for reimbursement of common benefit costs and time submissions for approved common benefit work in accordance with the terms of the Common Benefit Order. The Participation Agreement is being signed by counsel who are not already independently bound to the terms of Common Benefit Order. By signing this participation agreement, Participating Counsel agrees to the terms of the agreement in consideration for the benefits obtained by said participation.

Participating Counsel recognize that plaintiffs who have cases pending in separate and independent jurisdictions are voluntarily agreeing to share common benefit work product developed in these jurisdictions, including the MDL, and other states who agree to participate, subject to the terms of any and all protective orders entered in those jurisdictions. Participating Counsel further recognize the separate and independent rights of each jurisdiction, and the litigants

in each jurisdiction, including non-participating counsel, to fully represent the interests of their clients, including the right to conduct discovery, set cases for trial, conduct jury trials, and/or resolve cases.

B. Rights and Obligations of Participating Counsel.

Upon execution of this Agreement, the Plaintiffs' Executive Committee will provide access to Participating Counsel to the common benefit work product defined in this Order, including access to and technical support to utilize the depository, subject to the terms of the Court's Protective Order entered in MDL No. 2859 (Dkt. 76 in Case No. 1:18-md-02859). Participating Counsel agree that all cases in which Participating Counsel has a fee interest, including unfiled cases and cases filed in state and/or federal court, are subject to the terms of this Agreement. Participating Counsel shall produce a list that correctly sets forth the name of each client represented by them who has filed a civil action arising from the use, marketing, and sale of the Affected Products together with the Court and docket number of each such case and shall produce a list that contains the name of each client represented by them who has not yet filed a civil action arising from the use, marketing, and sale of the Affected Products. The initial list shall be provided by each Participating Counsel to Plaintiffs' Executive Committee in the MDL within thirty (30) days of signing this Agreement. Participating Counsel shall supplement the list on a quarterly basis.

C. Agreement to Pay an Assessment.

In consideration of the forgoing, by executing this Agreement, Participating Counsel (by themselves and on behalf of the plaintiffs and claimants they represent), whether their cases are filed or not, agree to be bound by the terms of the Common Benefit Order and future assessment.

Further, by executing this Agreement, Participating Counsel acknowledges that they have received and reviewed a copy of the Common Benefit Order.

D. Covered Cases.

The assessment amount set forth above and the subject of this Participation Agreement applies to all cases now pending, or later filed, in any court within the United States involving the Affected Products regardless of when the plaintiff's attorney signs the Participation Agreement as well as all cases who have participated in MDL No. 2859. Counsel who sign the Participation Agreement further agree to pay the assessment amount on all unfiled and tolled cases (in the event any cases are ever tolled) in which they share a fee interest.

E. Attorney Fee Lien.

With respect to each case resolved in which Participating Counsel has a fee interest in connection with Affected Product claims that are filed or pending in any court, unfiled or subject to tolling agreement, in the event the Defendants neglects to deposit or cause to be deposited in the fee and expense fund established by the MDL, the percentage portion of the gross amount recovered by each such client which is equal to the assessment amount, then each Counsel on behalf of themselves, their affiliated counsel, and their clients, is to remit said funds to said account and hereby grants and conveys to the Plaintiffs' Executive Committee a lien upon and/or a security interest in any recovery by any client who they represent in connection with any Affected Product induced injury and marketing and sales practices, to the full extent of the permitted law, in order to secure payment in accordance with the provisions of this Agreement. Counsel will undertake all actions and execute all documents which are reasonably necessary to effectuate and/or perfect this lien and/or security interest.

F. Attorney Client Contracts.

Both the Plaintiffs' Executive Committee and Participating Counsel recognize the importance of individual cases and the relationship between case specific clients and their attorneys. Regardless of the type of settlement or conclusion eventually made in matters, the Plaintiffs' Executive Committee will recommend to this Court that appropriate consideration will be given to individual case contracts between attorneys and their clients and to work that has been performed by attorneys in their individual cases.

Date: _____

[Law Firm Name]

[Attorney Name]

[Signature]

Plaintiffs' Executive Committee