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10 *Plaintiffs' Steering Committee*

11
12 **UNITED STATES DISTRICT COURT**
13 **NORTHERN DISTRICT OF CALIFORNIA**
14 **SAN JOSE DIVISION**

15 *In Re Anthem, Inc. Data Breach Litigation*

Case No. 15-MD-02617-LHK

16 **REPLY DECLARATION OF MICHAEL W.**
17 **SOBOL IN SUPPORT OF PLAINTIFFS'**
18 **MOTION FOR ATTORNEYS' FEES,**
19 **LITIGATION EXPENSES, AND SERVICE**
20 **AWARDS TO CLASS REPRESENTATIVES**

21 Date: February 1, 2018
Time: 1:30 p.m.
22 Judge: Hon. Lucy H. Koh
23 Crtrm: 8, 4th Floor

24 I, Michael W. Sobol, declare as follows:

25 1. I am a member in good standing of the State Bar of California, a partner in Lieff,
26 Cabraser, Heimann & Bernstein, LLP ("LCHB"), and one of the two attorneys appointed by the Court
27 to serve on Plaintiff's Steering Committee. I make this Declaration of my own personal knowledge. If
28 called upon to testify, I could and would testify competently to the truth of the matters stated herein.

1 2. I submit this declaration in support of Class Counsel’s reply brief in support of their
2 motion for an award of attorneys’ fees and expenses. I have previously submitted a declaration in
3 support of Class Counsel’s motion (Dkt. 916-31).

4 3. As I noted in my previous declaration in support of this motion (Dkt. 916-31, ¶ 24),
5 LCHB’s customary rates, which were used for purposes of calculating lodestar here, are based on
6 prevailing market rates, including within this District. LCHB’s rates have been approved by this Court,
7 other courts in the Northern District of California, and other courts throughout the country. LCHB sets
8 its hourly rates according to prevailing market rates, bills its hourly paying clients according to those
9 rates, and is routinely awarded fees according to those rates

10 4. Certain of LCHB’s staff and contract attorneys that worked on this case have been
11 practicing law for over 15 years. The following LCHB staff and contract attorneys contributed
12 significant amounts of time and effort to this case and all graduated from law school 15 or more years
13 ago:

14 a. Tanya Ashur graduated from Chicago-Kent College of Law, Chicago in 2000.
15 She is a staff attorney in the San Francisco office of LCHB.

16 b. James Gilyard graduated from University of San Francisco School of Law in
17 2002. He was a contract attorney at the San Francisco office of Lieff Cabraser until December 2016.

18 c. Eva Guo graduated from University of California, Hastings College of the Law
19 in 1994. She was a contract attorney at the San Francisco office of Lieff Cabraser until June 2017.

20 d. Donna Solen graduated from University of Florida College of Law in 1997. She
21 was a contract attorney at the San Francisco office of Lieff Cabraser until May 2017.

22 5. A true and correct copy of the Transcript of the September 24, 2015 hearing, *In re Bank*
23 *of New York Mellon Corp. Forex Transactions Litigation*, No. 12-MD-2335 (LAK), S.D.N.Y., is
24 attached hereto as Exhibit A.

1 I declare under penalty of perjury that the foregoing is true and correct to the best of my
2 knowledge, and that this Declaration was signed in San Francisco, California, on January 25, 2018.

3 /s/ Michael W. Sobol
4 Michael W. Sobol

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EXHIBIT A

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1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK

3 IN RE: BANK OF NEW YORK
4 MELLON CORP. FOREX
5 TRANSACTIONS LITIGATION

12 MD 2335 (LAK)

6 New York, N.Y.
7 September 24, 2015
8 10:14 a.m.

9 Before:

10 HON. LEWIS A. KAPLAN,

11 District Judge

12 APPEARANCES

13 LIEFF CABRASER HEIMANN & BERNSTEIN LLP
14 Attorneys for Customer Plaintiffs
15 BY: ELIZABETH CABRASER, ESQ.
16 DANIEL P. CHIPLOCK, ESQ.

17 KESSLER, TOPAZ, MELTZER, CHECK LLP
18 Attorneys for Plaintiff SEPTA Customer Class
19 BY: SARAN NIRMUL, ESQ.
20 JOSEPH H. MELTZER, ESQ.

21 McTIGUE LAW LLP
22 Attorneys for ERISA Plaintiffs Lead Settlement
23 BY: J. BRIAN McTIGUE, ESQ.
24 REGINA MARKEY, ESQ.

25 KELLER, ROHRBACK, LLP
Attorneys for ERISA Plaintiffs - Carter
BY: LYNN LINCOLN SARKO, ESQ.

MURRAY, MURPHY, MOUL & BASIL, LLP
Attorneys for Plaintiff Ohio Pension Fund
BY: BRIAN K. MURPHY, ESQ.

KELLOGG, HUBER, HANSEN, TODD, EVANS & FIGEL, PLLC
Attorneys for Defendant Bank of New York Mellon
BY: REID M. FIGEL, ESQ.
AND
JASON E. FRIEDMAN, Senior Counsel, BNY Mellon

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1 (In open court)

2 (Case called)

3 MR. NIRMUL: Good morning, your Honor. Sharan Nirmul,
4 Kessler, Topaz, Meltzer and Check.

5 MR. MELTZER: Good morning, your Honor. Joseph
6 Meltzer from Kessler, Topaz.

7 MS. CABRASER: Good morning, your Honor. Elizabeth
8 Cabraser from Lief, Cabraser, Heimann and Bernstein.

9 THE COURT: Good morning. Are you staying in town for
10 the MDL next week?

11 MS. CABRASER: I will be back, your Honor.

12 MR. CHIPLOCK: Good morning, your Honor. Daniel
13 Chiplock from Lief, Cabraser, Heimann and Bernstein.

14 MR. McTIGUE: Brian McTigue, your Honor, from McTigue
15 Law for the ERISA plaintiffs.

16 MR. SARKO: Lynn Sarko on behalf of Keller, Rohrback,
17 your Honor.

18 MS. MARKEY: Regina Markey with McTigue Law.

19 THE DEPUTY CLERK: Counsel for Ohio Pension Fund.

20 MR. MURPHY: Good morning, your Honor. Murray,
21 Murphy, Moul and Basil, Brian Murphy.

22 THE DEPUTY CLERK: Counsel for Bank of New York
23 Mellon.

24 MR. FIGEL: Good morning, your Honor. Reid Figel for
25 BNY Mellon, and with me is Jason Friedman for BNY Mellon.

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1 THE COURT: Good morning. We'll take up the
2 settlement and the plan of allocations first. There are no
3 objectors? Is there any objector present? No.

4 MS. CABRASER: We did not receive any objections, your
5 Honor.

6 THE COURT: Okay. Well, if plaintiffs want to make a
7 brief statement, I'll certainly hear it. I don't need to, but
8 if you'd like to, I'm happy to hear it.

9 MS. CABRASER: Your Honor, we'll be very brief. We do
10 respectfully submit settlement plan of allocation to your Honor
11 for your approval. We're very pleased and proud of what we've
12 all been able to accomplish for the customer class, and we note
13 that, in this case, the whole is really greater than the sum of
14 its parts because this settlement is a coordinated settlement
15 that includes settlements of the customer class members' own
16 claims, the New York AG's claims, the Department of Justice's
17 claims under FIRREA, and the Department of Labor's claims.

18 The combined value, in dollar terms, of the settlement
19 is \$684 million. There is also valuable, important, industry
20 changing relief in the DOJ agreement. Of that amount,
21 \$504 million is available for class recovery, including the
22 \$335 million going directly into the customer class settlement,
23 \$155 million of the New York AG's settlement that goes to fund
24 class recoveries, and \$14 million from the Department of Labor
25 that goes to the ERISA claims.

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1 THE COURT: Now, just enlighten me, or remind me,
2 about whether and to what extent these other settlements are
3 conditioned on this being approved?

4 MS. CABRASER: The Department of Justice settlement is
5 contingent on this settlement. The Department of Labor
6 settlement is contingent on the settlement. So when we say
7 this is a coordinated settlement, all of the litigation that
8 touches the customer claims, that is really the case.

9 THE COURT: And what about the New York AG?

10 MS. CABRASER: It includes the New York AG settlement.

11 THE COURT: Is the State settlement contingent?

12 MS. CABRASER: It is, and in practical terms, your
13 Honor.

14 THE COURT: What does that mean?

15 MS. CABRASER: It is in real terms.

16 THE COURT: All right. Fine. Thank you. Anything
17 further?

18 MS. CABRASER: We would note, for the record, your
19 Honor, that the notes program in this case -- and I think this
20 is important because this was direct notice plus.

21 We did have publication, but through repeated efforts,
22 the notice administrator and class counsel have contacted all
23 of the 1,200, approximately 1,200, class members. They each
24 have their own code. They each have their own account number.
25 They each have their own portal in the settlement, and they've

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1 each gotten a spreadsheet that tells them exactly how much they
2 will get both in gross terms and net of the attorney's fees and
3 costs as requested.

4 So these were class members that had complete
5 information in evaluating whether a settlement was a positive
6 one, from their point of view. These are sophisticated
7 entities. Many of them have over a million dollars at stake in
8 this settlement. None of them has objected. There were
9 originally three opt-outs. One of those opt-outs has requested
10 to come back into the class. The defendants have agreed to
11 that, and we were actually down to one-and-a-half opt-outs
12 because one opt-out was only on behalf of funds that no longer
13 exist; so distribution of a relatively nominal amount would be
14 impossible.

15 So this settlement matters to the class members. One
16 class member will get \$25 million; 94 of them will get a
17 million dollars or more. This is not a situation in which the
18 class members are or should be indifferent to whether or not
19 this settlement is approved and whether or not this settlement
20 is acceptable to them.

21 THE COURT: It's just a matter of curiosity, but if
22 it's not something that's sensitive in terms of public
23 dissemination, who gets \$25 million?

24 MS. CABRASER: Who does get 25 million?

25 MR. CHIPLOCK: It's one of the Ohio Pension Funds.

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1 It's not one of the plaintiffs in the case, but it's another
2 Ohio Pension Fund.

3 THE COURT: All right. Thank you.

4 MS. CABRASER: Thank you, your Honor.

5 THE COURT: Anyone else want to be heard?

6 Okay. The settlement and the plan of allocation are
7 approved. I've modified the order slightly to make clear I'm
8 not, by doing this, approving service awards, fees or expenses.
9 I'm signing the orders right now.

10 Okay. Now, attorneys' fees and related application.
11 If you wouldn't mind using the lectern. That microphone is not
12 getting through to me.

13 MS. CABRASER: Certainly, your Honor. Thank you, your
14 Honor. Elizabeth Cabraser and, first, thank you on behalf of
15 the plaintiffs and the customer class for granting final
16 approval to the settlement and the plan of allocation. This
17 means a tremendous amount to the class. Because there are no
18 objections, it means the distribution to class members by check
19 or wire transfer will be able to be made in approximately 30
20 days' time. This is great news for the class.

21 With respect to the requests for attorneys' fees and
22 reimbursement of costs, as the class notice materials and the
23 class members' individual spreadsheets reflected, class counsel
24 are requesting a fee award in the aggregate of 25 percent of
25 the \$335 million of the \$504 million in the fund.

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1 While the settlement provides that fees are not to be
2 deducted from the \$155 million coming in through the New York
3 AG's office, the fact of the matter is that the three amounts,
4 actually -- the 335 million, the 155 million on the AG's case
5 and the \$14 million from the Department of Labor -- are being
6 administered together by part of the city groups.

7 The class members will each get one check or wire
8 transfer, and if the fee request is calculated as a percentage
9 of that overall amount, it is equivalent to 16.6 percent of the
10 entire cash class benefit. Your Honor, under the lodestar
11 cross-check system, that reflects a blended multiplier of 1.61
12 to the firms, approximately 113,000 hours in the case.

13 As your Honor is aware, each of the firms has
14 submitted a declaration attaching the lodestar information and
15 the joint declaration of Sharan Nirmul and Dan Chiplock, which
16 recounts in detail, from beginning to end, every aspect of this
17 litigation, includes that information as well.

18 Your Honor, much of that time was spent of necessity
19 on discovery activities. That same could be said, I suppose,
20 for many class action settlements, but in this case, the
21 discovery activities were essential to the efforts of the
22 plaintiffs to reconstruct out of the past, out of ephemeral
23 documents and information their case. This was not
24 confirmatory discovery. This was the discovery essential to
25 demonstrate the fact of contracts, the practices of the bank's,

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1 and the impact, in economic terms, on the class members.

2 As your Honor remarked early in this case, this is an
3 unusual, perhaps unique case in that there's no single document
4 that constitutes the contract. The contract had to be
5 reconstructed. It had to be theorized. The case began back in
6 2009 with an FX trader turned whistleblower. That trader had a
7 trader's eye view of the practices and had some documents but
8 they were fragments. They were enough for a few of us to go
9 on, but they needed to be completed through the remainder of
10 discovery, of all of the transactions and all the records.

11 As your Honor is aware, the contracts changed over
12 time, sometimes for each class member, and the contracts
13 differed for each class member. And our task was to create,
14 from all of these scattered fragments, much like a jigsaw
15 puzzle thrown on the floor or a mosaic that's been disbursed, a
16 picture, a picture that would convince, first, your Honor on
17 summary judgment and class certification, and ultimately a jury
18 that the practice that trader saw had, in fact, occurred with
19 respect to the class members; that it caused them damage; that
20 that damage was actionable under our theories of breach of
21 contract, breach of fiduciary duty and state statutes; that
22 that damage could be quantified; that it took an expert
23 reconstruction; and that it could be awarded to class members,
24 in fact, on appeal. That's a shorthand way of talking both
25 about the Grinnell factors and the final approval of settlement

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1 and the Goldberger factors for fee awards.

2 This case was not within the familiar template of
3 securities class actions or antitrust cases that, as your Honor
4 has observed, are merely bound to settle. We weren't bound for
5 settlement.

6 THE COURT: I couldn't hear what you said.

7 MS. CABRASER: I said, this is not a case within the
8 template of the securities case or antitrust case, the type of
9 cases, as your Honor has observed, that usually settle. We
10 weren't bound for settlement in 2009 or 2011.

11 THE COURT: I may have a lot more to say on that than
12 what's been attributed to me along those lines later in the
13 month or next month, but this is not the time.

14 MS. CABRASER: Yes. And I think it's worth noting too
15 that, at least in terms of statistical trends, that those who
16 serve the field of securities cases, settlements are becoming
17 less frequent, more difficult. Dismissals are becoming more
18 frequent. No one's case is easy these days. No one's case is
19 cheap to litigate, and no one's case is certain.

20 This case was a unique case that included difficulties
21 and proof, choice of law, class certification issues that most
22 securities cases and antitrust cases don't share. This is not
23 within the mind-run of litigation. This is not one of those FX
24 trading cases. There aren't other FX trading cases. There is
25 one that Judge Cote dismissed, as you know from the papers, and

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1 there's another one in Boston. It's in mediation.

2 We survived motion to dismiss there, but this is
3 really a unique instance of a case that's survived motions to
4 dismiss, ruled on both by Judge Alsup and your Honor. It has
5 survived a rigorous period of discovery, including 128
6 depositions, far more, over ten times more, for example, than
7 in the IndyMack case or other cases.

8 And, uniquely, it's a case in which the bank,
9 represented by brilliant counsel, decided early on that the
10 best defense was an aggressive offense, and attempted to turn
11 the tables on the class by pursuing counterclaims and
12 third-party claims. Those claims, at least as to the named
13 plaintiffs, survived motions to dismiss, as well. And so we
14 had the type of litigation that, in some respects, resembled
15 more the business-versus-business litigation, an Apple v.
16 Google, which are hard fought, expensive. In those cases, of
17 course, each side pays their lawyers. In this case, the funds
18 could not pay lawyers; so class counsel represented them in all
19 respects of the litigation on a contingent basis, subject to
20 court-awarded fees by your Honor.

21 Your Honor, we are more than happy to answer any
22 questions that you have about our lodestar, about the different
23 task categories, about how that lodestar compares to other
24 cases. What we can tell you is the ways in which this case
25 does not compare to other cases, even cases involving

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1 recoveries of the same magnitude.

2 This is not an antitrust case in which the private
3 actions followed government investigations or indictments. We
4 didn't follow here. We led. We're very proud to say that the
5 private actions led, and the governmental actions were able to
6 take advantage of our discovery, to take advantage of our
7 resources, and to take advantage of our daily coordination in
8 order, in the case of the Department of Justice, to prosecute
9 claims on behalf of the United States and recover \$167 million
10 for the U.S. Attorney, and with respect to the New York AG, to
11 prosecute claims under the Martin act, which have benefited
12 both the customer class members themselves and the State of New
13 York.

14 The whole is greater than the sum of its parts. The
15 customer class counsel brought these cases. They played a
16 leading role both in terms of sequence and chronology and in
17 terms of dedication of resources and in terms of creatively
18 constructing the theories and legal claims. But, your Honor,
19 it was also the opportunity presented by the transfer and
20 centralization of the customer actions into this court, as an
21 MDL, where the Department of Justice case was pending and where
22 the New York AG's case was pending in a neighboring New York
23 State court, that enabled another unique attribute of this
24 litigation to occur. And that is real, active coordination on
25 a daily basis and collaboration in terms of sharing work

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1 product, sharing deposition and discovery duties with the U.S.
2 Attorney's Office and with the State AG's office.

3 The lawyers at the plaintiff's table, collectively,
4 have many, many years of experience in complex financial cases
5 of every sort, the usual and the unusual, but I think it's fair
6 to say that none of us has ever experienced the real
7 coordination that occurred in this case as a result of
8 transferring coordination here, as a result of your Honor's
9 case management and directives and the good faith and good
10 efforts of lawyers who recognized that together they were far
11 more formidable, they were far more powerful than any could be
12 alone.

13 We were able to take the laboring ore, and that's the
14 settlement class counsel, with respect to most of the
15 depositions. We took over 50, leading role; the Department of
16 Justice took 20; the State of New York took one. We weren't
17 awaiting government litigation or prosecution, and we weren't
18 litigating in parallel. We had the best of both worlds. We
19 had joinder. That joinder was made possible by the investment
20 of thousands of hours and millions of dollars on behalf of
21 settlement class counsel on a contingent basis.

22 Your Honor, you are the boss of fees and costs, and
23 you have seen many fees and costs applications, and you have
24 written much about those applications under the circumstances
25 of each particular case. We're here to answer any of your

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1 questions, and we would respectfully request that you consider
2 our application with its modest multiplier, with its time well
3 spent, without objection from the very informed and
4 sophisticated class, under the unique circumstances of this
5 case, and issue an order that recognizes the work that has been
6 done in this case, the quality of the efforts, the formidable
7 nature of the challenges, which were unprecedented, and the
8 outcome.

9 And in doing so, incentivizes and encourages other
10 counsel to do likewise, to bring the difficult case, to not be
11 daunted by the daunting task of reconstruction of a case, to do
12 real discovery, to stand up to cross claims, to enter into
13 what, by all accounts, was an intense war with very able, very
14 creative, very sophisticated counsel on the other side of the
15 V, and not to do that in just the usual case, but to do that in
16 the cases that present the most challenges, the cases that
17 might not be brought, the cases where the losses to class
18 members are large enough to hurt, but not large enough to
19 justify individual litigation by the class members through paid
20 counsel.

21 We have persevered in this case. We are proud of the
22 result, and we appreciate everything that this Court has done
23 both to create a forum that encouraged and directed
24 coordination, to give us the schedule that resulted in the
25 intense work that we all had to accomplish. As your Honor

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1 knows, over 100 depositions taken in just a year with the very
2 peak of activity and deadlines looming and a settlement reached
3 at literally the 11th hour of the last day. I think the
4 chronology set forth in the joint declaration speaks for
5 itself. We hope our work speaks for itself, and as I say,
6 we're here to answer your Honor's questions about that work.

7 THE COURT: Thank you. The first question in my mind
8 is to put the private litigation, the customer litigation, your
9 litigation, in a temporal context with the securities case
10 which is on for another day. But which came first?

11 MS. CABRASER: The customer litigation came first,
12 your Honor.

13 THE COURT: That's what I thought.

14 MS. CABRASER: Customer litigation started informally
15 in federal courts in 2011 in Philadelphia and San Francisco,
16 with local 39 cases, the SEPTA cases that were then transferred
17 to your Honor as part of the MDL litigation.

18 THE COURT: At what point in the process did the first
19 securities complaint get filed?

20 MS. CABRASER: Your Honor, I don't have that date in
21 mind, but Mr. Chiplock does.

22 MR. CHIPLOCK: December 2012, your Honor.

23 THE COURT: December 2012. Okay. Thank you.

24 MS. CABRASER: So about a year and a half difference.

25 THE COURT: And that's after Judge Alsup had ruled,

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1 right, on the motion to dismiss in California, and was it
2 before or after my first ruling on a dispositive motion?

3 MS. CABRASER: It was after Judge Alsup. He ruled
4 while the cases were actually in transit to your Honor, and
5 then --

6 MR. CHIPLOCK: Judge Alsup ruled on the motion to
7 dismiss in the local 39 cases on February 14th, 2012. We then
8 proceeded to brief class certification, and we had actually
9 finalized our opening brief on class certification four days
10 before the case was transferred per the MDL order.

11 THE COURT: And remind me whether the class actions
12 securities cases started before or after I ruled on the motions
13 to dismiss here.

14 MR. CHIPLOCK: Actually, I apologize, your Honor. The
15 securities classing action was filed in December 2011, not
16 2012. I believe that filing was actually what precipitated the
17 MDL petition being filed by the bank.

18 THE COURT: Okay. And Judge Alsup's ruling is before
19 that?

20 MR. CHIPLOCK: No. Judge Alsup ruled on our motion to
21 dismiss while that motion was pending.

22 THE COURT: The MDL motion?

23 MR. CHIPLOCK: Yes, the MDL motion had been filed. It
24 had not been fully -- it may have been briefed in January,
25 February of 2012, but he ruled on the motion to dismiss and

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1 denied defendant's motion in its entirety on February 14th,
2 2012. We then had roughly three months to complete class
3 certification discovery, as well as submit our opening class
4 expert report by early to mid-April of 2012, which we did. And
5 then, as I said earlier, four days later the order came down
6 from the MDL panel transferring the case from Judge Alsup's
7 courtroom to this courtroom.

8 THE COURT: Okay. Thank you.

9 MS. CABRASER: Right. And then late 2011 for the
10 securities filing.

11 THE COURT: Sorry.

12 MS. CABRASER: That would have been, as Mr. Chiplock
13 noted, late 2011 for the securities case filing, not 2012.

14 THE COURT: Thank you. I have no other questions.
15 Anyone else wish to be heard?

16 All right. Well, I've decided to grant the attorney's
17 fee and reimbursement in full. \$83.75 million, in the
18 aggregate and fees, roughly \$300 in expenses. I am denying the
19 service report request.

20 This really was an extraordinary case in which
21 plaintiff's counsel performed, at no small risk, an
22 extraordinary service, and they ought to be compensated for it
23 for all the reasons that Ms. Cabraser has said. They did a
24 wonderful jobs in this case, and I've seen a lot of wonderful
25 lawyers over the years. This was a great performance. They

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1 were fought tooth and nail at every step of the road. It
2 undoubtedly vastly expanded the costs of the case, but it's an
3 adversary system, and sometimes you meet adversaries who are
4 heavily armed and well financed, and if you're going to win,
5 you have to fight them and it costs money.

6 It's no secret that, on occasion, I -- indeed, on all
7 occasions -- look somewhat skeptically on fee awards in class
8 action cases, but that doesn't mean that I start with the
9 presumption against them or anything remotely like that. I've
10 written and spoken on class actions, especially in the
11 securities context, a lot. I think I've made clear that my
12 personal view is they perform often a valuable function. That
13 doesn't mean each and every one does, but they do, in general,
14 as a feature of our legal system. But this is above and beyond
15 all of that.

16 This was an outrageous wrong committed by the Bank of
17 New York Mellon, and plaintiffs' counsel deserve a world of
18 credit for taking it on, for running the risk, for financing it
19 and doing a great job. I accept the lodestar. I accept as
20 fair, reasonable and accurate everything that went into it. I
21 think the multiplier of 1.61, I think, is, given the
22 circumstances, perfectly appropriate in this case.

23 I really, ultimately, don't have any problem with
24 granting this in all respects. So I'll sign that order
25 probably later in the day. I couldn't find it here in the

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1 bench. There is a little bit of paper in this case. It's not
2 so easy to keeping track of, and my law clerks have been here,
3 between them, for a total of three weeks, cumulatively. And
4 it's no disrespect to them to say that we don't yet have every
5 piece of paper someplace we can put our hands on. The former
6 law clerks, who knew where it all was, are now somewhere else.

7 MS. CABRASER: We do have paper copies for your Honor.

8 THE COURT: Of the order?

9 MS. CABRASER: Of the orders.

10 THE COURT: Well, I've signed two of them; so if you
11 hand up the ones for the fees.

12 MS. CABRASER: We have the fees. It's all blank.

13 THE COURT: Yes, I'll manage to put something in
14 there.

15 MS. CABRASER: Thank you.

16 THE COURT: Okay. I thank everybody involved in this
17 case. It was a terrific challenge, for you far more than the
18 Court, but a lot of efforts on the Courts' parts.

19 And I want to extend my appreciate also to Justice
20 Marcy Friedman in the State court, who coordinated with me
21 where that was necessary and appropriate, and was a
22 distinguished partner in trying to bring this all to the
23 conclusion. I have had a number of MDLs, and this is the one
24 that stands out as the model for federal, state cooperation, in
25 my experience. So I appreciate her efforts in this matter as

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well. Okay. Thank you, folks.

MS. CABRASER: Thank you, your Honor.

(Adjourned)