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11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 STEPHEN STETSON, SHANE  
14 LAVIGNE, CHRISTINE LEIGH  
15 BROWN-ROBERTS, VALENTIN YURI  
16 KARPENKO, and JAKE JEREMIAH  
17 FATHY, individually and on behalf of all  
18 others similarly situated,

19 Plaintiffs,

20 v.

21 WEST PUBLISHING CORPORATION,  
22 a Minnesota corporation dba BAR/BRI,  
23 and KAPLAN, INC.,

24 Defendants.

Case No. CV-08-00810 R (Ex)

**DECLARATION OF ALAN HARRIS  
IN SUPPORT OF PLAINTIFFS'  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS-ACTION  
SETTLEMENT AND  
CONDITIONAL CERTIFICATION  
OF SETTLEMENT CLASS**

Date: April 15, 2013  
Time: 10:00 a.m.  
Courtroom: 8

*Assigned to Hon. Manuel L. Real*

1           **ALAN HARRIS** declares under penalty of perjury of the laws of the United States  
2 and the State of California as follows:

3           1.       I am a member in good standing of the State Bar of California and am one of  
4 the attorneys for Plaintiffs in the within action. I make this Declaration in support of  
5 Plaintiffs' Motion for preliminary approval of the class-wide settlement that has been  
6 reached in this action. A true and correct copy of the Stipulation and Settlement  
7 Agreement ("Settlement Agreement") is attached hereto as **Exhibit 1**. If sworn as a  
8 witness, I could competently testify to each and every fact set forth herein from my own  
9 personal knowledge.

10           2.       I have been and am licensed as an attorney, first in Illinois (1974) and later  
11 in California (1989). I am a graduate of the University of Illinois (A.B. 1970, J.D. 1974).  
12 After graduation from law school in January 1974, I was hired as a litigation associate at  
13 a plaintiffs' antitrust boutique in Chicago, Illinois: Freeman, Freeman & Salzman, P.C.<sup>1</sup>  
14 I became a partner in that firm in 1980, and I started my own practice in 1982. I speak  
15 before professional organizations on topics of interest to the Bar, and I have represented  
16 plaintiffs in antitrust and complex business litigation for over thirty-six years. See e.g.,  
17 Illinois v. Ill. Brick Co., Inc., 431 U.S. 720 (1977); In re My Left Hook, LLC, 129 Fed.  
18 Appx. 352 (9th Cir. 2005); Gregory v. SCIE, LLC, 317 F.3d 1050 (9th Cir. 2003); In re  
19 Blue Coal Corp., 986 F.2d 687 (3d Cir. 1993); In re Blue Coal Corp., 206 B.R. 730 (M.D.  
20 Pa. 1997); U.S. v. Gleneagles Inv. Co., Inc., 584 F. Supp. 671, 689 (M.D. Pa. 1984),  
21 aff'd. in part and vacated in part, and remanded sub. nom., U.S. v. Tabor Ct. Realty Corp.  
22 803 F.2d 1288 (3d Cir. 1986), cert. den. sub. nom., McClellan Realty Co. v. U.S. 483  
23 U.S. 1005 (1987); In re Uranium Antitrust Litig., 503 F. Supp. 33 (N.D. Ill. 1981); In re

24  
25           <sup>1</sup> Of my still-living partners in Freeman, Freeman & Salzman, a firm that dissolved in  
26 2007, each became a senior partner in a leading national law firm. Lee Freeman, Jr. was  
27 a partner and chair of the Antitrust Litigation Practice Group at Jenner & Block from  
28 2007 to June 2011, and he is now of counsel at Katten & Temple LLP. Jerrold Salzman  
is of counsel at Skadden, Arps, Slate, Meagher & Flom LLP. Tyrone Fahner is a partner  
at Mayer Brown, having served as its co-chair from 1998 to 2001 and its chair from 2001  
to 2007.

1 Grand Jury, 469 F. Supp. 666 (M.D. Pa. 1980); In re Chicken Antitrust Litig., 560 F.  
2 Supp. 963 (N.D. Ga. 1980); In re Anthracite Coal Antitrust Litig., 82 F.R.D. 364 (M.D.  
3 Pa. 1979); In re Folding Carton Antitrust Litig., 83 F.R.D. 251 (N.D. Ill. 1978); In re  
4 Anthracite Coal Antitrust Litig., 78 F.R.D. 709 (M.D. Pa. 1978); In re Masterkey  
5 Antitrust Litig., 1977 U.S. Dist. LEXIS 12948 (D. Conn. 1977) (six-week jury trial for  
6 plaintiffs); A. Cherney Disposal Co. v. Chicago & Suburban Refuse Disposal Corp., 68  
7 F.R.D. 383 (N.D. Ill. 1975); In re Cement-Concrete Block, Chicago Area, Grand Jury  
8 Proceedings, 381 F. Supp. 1108 (N.D. Ill. 1974); Parment v. Lapin, 2004 Cal. App.  
9 Unpub. LEXIS 5217 (June 1, 2004). I have gone to jury and bench trials in class actions  
10 on behalf of plaintiffs and, once, a bench trial for defendant, Allstate Insurance Company.  
11 I have represented numerous classes of plaintiffs in state and federal courts. See, e.g.,  
12 Jacobs v. CSAA Inter Ins. Bureau, 2009 U.S. Dist. LEXIS 37153 (N.D. Cal. filed May 1,  
13 2009); Escobar v. Whiteside Constr. Corp., 2008 U.S. Dist. LEXIS 68439 (N.D. Cal.  
14 2008) (certification of collective action); Tremblay v. Chevron Stations, Inc., 2008  
15 Westlaw 2020514 (N.D. Cal. 2008) (certification of collective action); Gonzalez v.  
16 Preferred Freezer Servs. LBF, LLC, 2012 U.S. Dist. LEXIS 93013 (C.D. Cal. filed July  
17 5, 2012) (successful opposition to a defense motion to compel arbitration in a putative  
18 class action); Gonzalez v. Preferred Freezer Servs. LBF, LLC, 2012 U.S. Dist. LEXIS  
19 139764 (C.D. Cal. filed Sept. 27, 2012) (successful motion to correct improper defense  
20 contact of class members in a putative class action); Covillo v. Specialty's Café, 2012  
21 U.S. Dist. LEXIS 114602 (N.D. Cal. filed Aug. 14, 2012) (successful opposition to a  
22 defense motion to compel arbitration in a putative class action); Perez v. Maid Brigade,  
23 Inc., 2007 U.S. Dist. LEXIS 78412 (N.D. Cal. filed Oct. 11, 2007) (successful opposition  
24 to a defense motion to compel arbitration in a putative class action); Hoffman v. Uncle P  
25 Prods., 2008 Cal. App. Unpub. LEXIS 3609; Bithell v. E.P. Mgmt. Servs., LP, 2007 WL  
26 4216854 (Cal. Ct. App. 2007) (sustaining a class-wide settlement as fair and reasonable,  
27 and finding that class counsel adequately represented the class); DuPont v. Avalon  
28 Hollywood Servs., Inc., 2007 WL 93386 (Cal. App. 2007); Gregory v. Superior Court,

1 2004 WL 2786357 (Cal. Ct. App. 2004). In addition, I have been appointed lead class  
2 counsel in many settled class actions. See, e.g., Kang v. Albertson's, Inc., C.D. Cal. Case  
3 No. CV 07-00894 CAS (\$6,637,500 settlement); Tremblay v. Chevron Stations, Inc.,  
4 N.D. Cal. Case No. CV 07-6009 EDL (\$4,500,000 settlement); Doty v. Costco Wholesale  
5 Corp., C.D. Cal. Case No. CV 05-3241 FMC (\$7,500,000 settlement); Agatep v. Exxon  
6 Mobil Corp., C.D. Cal. Case No. CV 05-2342 GAF (\$1,500,000 settlement); Alfano v.  
7 Int'l Coffee & Tea, LLC, C.D. Cal. Case No. CV 04-8996 SVW; Jenne v. On Stage  
8 Audio Corp., C.D. Cal. Case No. CV 04-2045 CAS; Hansen v. Advanced Tech Sec.  
9 Servs., Inc., Los Angeles Sup. Ct. Case No BC 367175 (\$1,050,000 settlement); Ross v.  
10 Human Res., Inc., Los Angeles Sup. Ct. Case No. BC 351506; Harrington v. Manpay,  
11 LLC, Los Angeles Sup. Ct. Case No. BC 312171 (\$1,000,000 settlement); Brackett v.  
12 Saatchi & Saatchi, Los Angeles Sup. Ct. Case No. BC 298728; Readmond v. Straw Dogs,  
13 Inc., Los Angeles Sup. Ct. Case No. BC257394; Greenberg v. EP Mgmt. Servs., LP, Los  
14 Angeles Sup. Ct. Case No. BC 237787 (\$5,348,000 settlement); Angel Paws, Inc. v.  
15 Avalon Payroll Servs., Inc., Los Angeles Superior Court Case No. BC 188982; Saunders  
16 v. Metro Image Group, San Diego Sup. Ct. Case No. GIC 809753; Stratford v. Citicorp  
17 West FSB, Monterey Sup. Ct. Case No. M 81026; Deckard v. Banco Popular N. Am.,  
18 related to Silva v. Banco Popular N. Am., C.D. Cal. Case No. CV 08-6709 JFW  
19 (\$1,050,000 settlement).

20 3. David Zelenski, who is an attorney at my firm working on the above-  
21 captioned matter, has worked with me on numerous class-action matters. See, e.g.,  
22 Gonzalez v. Preferred Freezer Servs. LBF, LLC, 2012 U.S. Dist. LEXIS 93013 (C.D.  
23 Cal. filed July 5, 2012) (successful opposition to a defense motion to compel arbitration  
24 in a putative class action); Gonzalez v. Preferred Freezer Servs. LBF, LLC, 2012 U.S.  
25 Dist. LEXIS 139764 (C.D. Cal. filed Sept. 27, 2012) (successful motion to correct  
26 improper defense contact of class members in a putative class action); Covillo v.  
27 Specialty's Café, 2012 U.S. Dist. LEXIS 114602 (N.D. Cal. filed Aug. 14, 2012)  
28 (successful opposition to a defense motion to compel arbitration in a putative class

1 action); Perez v. Maid Brigade, Inc., 2007 U.S. Dist. LEXIS 78412 (N.D. Cal. filed Oct.  
2 11, 2007) (successful opposition to a defense motion to compel arbitration in a putative  
3 class action). He has also been appointed as class counsel in numerous actions. See e.g.,  
4 Kang v. Albertson's, Inc., C.D. Cal. Case No. CV 07-00894 CAS (\$6,637,500  
5 settlement); Doty v. Costco Wholesale Corp., C.D. Cal. Case No. CV 05-3241 FMC  
6 (\$7,500,000 settlement); Agatep v. Exxon Mobil Corp., C.D. Cal. Case No. CV 05-2342  
7 GAF (\$1,500,000 settlement); Stratford v. Citicorp West FSB, Monterey Sup. Ct. Case  
8 No. M 81026 (\$950,000 settlement). Mr. Zelenski is a graduate of Reed College (B.A.  
9 1999) and the University of Southern California (J.D. 2003) (law review). He is a  
10 member of the California bar (June 28, 2004), and his law-school Note, Talent Agents,  
11 Personal Managers, and Their Conflicts in the New Hollywood, 76 S. Cal. L. Rev. 979  
12 (2003), has been cited by the California Supreme Court in Marathon Entertainment, Inc.  
13 v. Blasi, 42 Cal. 4th 974 (2008). In addition, Mr. Zelenski was designated a 2013 "Super  
14 Lawyers Rising Star."

15 4. In May 2007, my firm first began investigating Defendants West Publishing  
16 Corporation ("West") and Kaplan, Inc.'s ("Kaplan") alleged violations of antitrust laws  
17 in the bar-review-course market. In the course of my firm's initial investigation, I  
18 reviewed thousands of documents, interviewed Class Members and competitors, and  
19 engaged in extensive legal research. In addition, through a review of court filings and  
20 informal discovery, I confirmed what I believed to be the implicit message of a  
21 settlement reached with West and Kaplan in Rodriguez v. West Publishing Corp., C.D.  
22 Cal. Case No. CV 05-3222 R, namely, that West and Kaplan had violated antitrust laws  
23 by entering an illegal market-division arrangement. True and correct copies of the first  
24 amended complaint of the order granting final approval of the settlement in Rodriguez  
25 are attached as Exhibits 1 and 2, respectively, to the Request for Judicial Notice filed  
26 herewith.

27 5. The Complaint in the above-captioned action was filed in February 2008.  
28 The Complaint alleges that West and Kaplan violated section 1 of the Sherman Act, 15

1 U.S.C. § 1, by conspiring to restrain trade in the full-service bar-review-course market.  
2 The Complaint also alleges that West (but not Kaplan) violated section 2 of the Sherman  
3 Act, 15 U.S.C. § 2, by unlawfully acquiring and/or maintaining a monopoly of the bar-  
4 review-course market. On March 14, 2008, West filed a Motion to dismiss the  
5 Complaint, a Motion in which Kaplan joined. Principally, West's Motion argued that  
6 Plaintiffs' claims were effectively preempted under the settlement reached in Rodriguez,  
7 in which West and Kaplan agreed to terminate their market-division agreement. The  
8 Court agreed with Defendants, and, on April 10, 2008, Plaintiffs' Complaint was  
9 dismissed with prejudice.

10 6. On May 7, 2008, my office filed a timely appeal. The basis of the appeal  
11 was that the Rodriguez settlement covered an earlier class of purchasers distinct from the  
12 Class alleged in the within action. Specifically, while the Rodriguez class period spanned  
13 the ten-year period from August 1, 1997, through July 31, 2006, Plaintiffs' claims herein  
14 have been brought on behalf of individuals who purchased bar-review courses *after* July  
15 31, 2006. Plaintiffs' claims, in other words, concern any *residual* impact on the bar-  
16 review-course market of conduct that took place almost exclusively prior to the  
17 commencement of the Class Period. A true and correct copy of Plaintiffs' briefing on  
18 this issue is attached as Exhibit 5 to the Request for Judicial Notice filed herewith.

19 7. Oral argument as to the appeal was heard by the Ninth Circuit on September  
20 30, 2009. On October 9, 2009, in lieu of ruling on the appeal, the Ninth Circuit issued an  
21 Order "referr[ing the matter] to the Ninth Circuit Mediation Office to explore a possible  
22 resolution through mediation." A true and correct copy of that Order is attached as  
23 Exhibit 6 to the Request for Judicial Notice filed herewith. For the next eight months, the  
24 parties engaged in numerous settlement conferences supervised by the appointed Ninth  
25 Circuit Mediator, Roxane Ashe. During the course of settlement discussions, my firm's  
26 primary goal was to achieve the maximum substantive relief possible for the Class. To  
27 that end, I consistently insisted that any settlement include relief designed to accelerate  
28 competition in the bar-review-course market.

1           8.     In approximately June 2010, after a series of arm's length negotiation  
2 sessions, the Ninth Circuit Mediator issued a proposal that Plaintiffs settle their claims  
3 against West for \$5,285,000. Plaintiffs and West ultimately accepted the Mediator's  
4 proposal as to that sum. My office also negotiated additional, non-monetary relief with  
5 Kaplan, under which Kaplan would provide Class Members with discount certificates  
6 redeemable toward the purchase of future Kaplan educational courses. Because the  
7 certificates would have been usable for purchasing bar-review courses, it was the parties'  
8 good-faith belief that the coupons would hasten competition between Kaplan—the new  
9 entrant to the bar-review market—and West. A global settlement agreement reflecting  
10 the discount-certificate settlement with Kaplan and the monetary settlement with West  
11 was executed in October 2010, and, in December 2010, the case was remanded to this  
12 Court for settlement-approval purposes. A true and correct copy of the Order remanding  
13 the case is attached as Exhibit 7 to the Request for Judicial Notice filed herewith.

14           9.     Two months later, Plaintiffs filed their Motion for preliminary approval of  
15 the initial settlement agreement. After a full hearing on the merits, the Court granted  
16 Plaintiffs' Motion. Further to the Court's ruling, notice was delivered to the Class, and  
17 Members were afforded an opportunity to submit claims. According to the Claims  
18 Administrator appointed by the Court, a total of 184,496 notice packets were delivered to  
19 the Class. Also according to the Claims Administrator, from those 184,496 notice  
20 packets, a total of 47,542 timely claim forms were submitted, representing 57,262  
21 separate bar-review-course purchases. Only 113 exclusion requests and 62 objections  
22 were received by the Claims Administrator.

23           10.    After the claims period had closed, Plaintiffs filed their Motion for final  
24 approval of the initial proposed settlement. The Court denied that Motion, holding that  
25 the amount of the average recovery did not reasonably compare to that in Rodriguez or to  
26 that in another recent antitrust settlement against West: Park v. Thomson Corp., Southern  
27 District of New York Case No. 05 Civ. 2931 (WHP). True and correct copies of the Park  
28 claims administrator's declaration (containing data as to the size of the Park class and as

1 to the number of claims submitted) and of the order granting final approval of the Park  
2 settlement are attached as Exhibits 3 and 4, respectively, to the Request for Judicial  
3 Notice filed herewith.

4 11. In Rodriguez, a total settlement fund of \$49,000,000 was established on  
5 behalf of over 376,000 class members. According to the Rodriguez claims administrator,  
6 approximately 88,000 claim forms were submitted in that action, representing  
7 approximately 130,000 separate bar-review-course purchases. In Rodriguez, the  
8 settlement funds were distributed *pro rata* based on the relative amount that each class  
9 member who submitted a valid claim form paid for bar-review courses.

10 12. Following the Court's denial of final approval of the initial settlement,  
11 jurisdiction returned to the Ninth Circuit for a ruling on the Order granting West's  
12 Motion to dismiss. A true and correct copy of the Ninth Circuit Order resubmitting the  
13 appeal is attached as Exhibit 8 to the Request for Judicial Notice filed herewith. On  
14 November 7, 2011, the Ninth Circuit reversed. A true and correct copy of that Order of  
15 reversal is attached as Exhibit 9 to the Request for Judicial Notice filed herewith.  
16 However, instead of immediately issuing its mandate, the Ninth Circuit again "refer[red]  
17 matters] to the Ninth Circuit Mediation Office to explore a resolution through  
18 mediation." The parties then resumed active, arm's length negotiations before Ms. Ashe,  
19 the appointed Ninth Circuit Mediator. The parties also participated in a private mediation  
20 before John Francis Carroll. During the course of these mediations, my primary goal was  
21 to achieve the maximum substantive relief possible for the Class, while Defendants, of  
22 course, sought to minimize the costs of any settlement. Ultimately, after mediation with  
23 Mr. Carroll had concluded, and under the Ninth Circuit Mediator's supervision, the  
24 parties agreed to settle this matter for \$9,500,000. Mr. Carroll has since reviewed the  
25 terms of the present Settlement Agreement, and he recommends that the Court approve it  
26 "[w]ithout reservation." A true and correct copy of Mr. Carroll's Declaration supporting  
27 the Settlement Agreement is filed concurrently herewith.

28 13. Given the procedural posture of this case, I did not have the benefit of



1 engaging in any formal discovery in negotiating and executing the new Settlement  
2 Agreement. However, my co-counsel and I have had the benefit of considering the  
3 opinion of Mr. Carroll, who has declared that he is “particularly knowledgeable of the  
4 underlying facts” in this action, given his role as special master in Rodriguez. My co-  
5 counsel and I have also reviewed the extensive case file from Rodriguez, including the  
6 substantial discovery taken therein. We have also undertaken our own extensive  
7 investigation to inform our negotiating position, including comprehensive market  
8 research and risk re-evaluation in light of intervening federal-court decisions, including  
9 Wal-Mart Stores, Inc. v. Dukes, 131 S. Ct. 2541 (2011). Dukes in particular has serious  
10 implications as to the manageability through trial of the nationwide Class herein, given (i)  
11 that Plaintiffs’ proposed nationwide Class implicates different bar exams—each costing  
12 different amounts—administered across separate States and (ii) that the residual  
13 anticompetitive impact from the now-terminated co-marketing agreement has arguably  
14 decreased with each new bar-exam administration. I have also very carefully considered  
15 the risks of further litigation, including the significant risks stemming from (i) the fact  
16 that Kaplan’s agreement not to purchase West Bar took place nearly a decade before the  
17 current Class Period and (ii) the fact that the “co-marketing” agreement that was also  
18 earlier at issue was dissolved as part of the Rodriguez settlement. As to the co-marketing  
19 agreement, I further note that, since this case’s inception, Defendants have argued that it  
20 was actually pro-competitive arrangement. I have also taken note of West’s repeated  
21 argument that its dominant market position is simply the result of the high-quality  
22 products and services it offers, not of any alleged violations of the Sherman Act. In light  
23 of these potential defenses and risks, as well as in light of the expenses that would be  
24 involved in continuing to litigate this action, the potential recovery to the Class if the case  
25 were fully litigated through trial, and the probability of any recovery being delayed by the  
26 taking of an appeal, I believe that the Settlement Agreement represents a fair and  
27 reasonable result for all parties involved. Based on my experience in matters of this  
28 nature, the \$9,500,000 Gross Settlement Fund will be adequate to provide Class Members

1 with a significant cash benefit.

2 14. After a careful analysis of all the relevant factors, I have formed and now  
3 hold the opinion that the terms and conditions embodied in the new Settlement  
4 Agreement are fair, reasonable, and equitable; that they represent a good result; and that  
5 the risks and delay of further litigation likely outweigh the potential benefits that might  
6 derive from further litigation. All of the Plaintiffs in this action have reached the same  
7 conclusion. True and correct copies of Plaintiffs' Declarations supporting the Settlement  
8 Agreement are attached hereto as **Exhibit 2**.

9 15. The parties recommend that Gilardi & Co., LLC ("Gilardi") be appointed as  
10 Claims Administrator. Gilardi is a well-established firm based in San Rafael, California  
11 with a respected national reputation. I believe that the Class will be well-served by the  
12 appointment of Gilardi as Claims Administrator. This is the same firm that was  
13 appointed in connection with the preliminary approval of the earlier settlement, and  
14 substantial efficiencies will therefore be achieved by appointing Gilardi once again under  
15 the new Settlement Agreement. Under the Settlement Agreement, Gilardi is to deliver a  
16 copy of the Notice (a true and correct copy of which is attached hereto as **Exhibit 3**) and  
17 Claim Form (a true and correct template of which is attached as Exhibit A to the  
18 Settlement Agreement) to the last-known postal address of each Class Member. In  
19 addition, a Summary Notice will be published in *The National Law Journal*, *Lawyers*  
20 *Weekly USA*, and *USA Today*. The Summary Notice will contain a toll-free phone  
21 number for inquiry purposes and a website address that Class Members can use to obtain  
22 copies of the Notice and Claim Form. The website will include a copy of the Settlement  
23 Agreement, the Notice, the Summary Notice, contact information for the Claims  
24 Administrator, and answers to frequently asked questions.

25 16. Since the execution of the Settlement Agreement, Gilardi has informed the  
26 parties that significant administration expenses can be saved (i) if e-mail and/or postcard  
27 notification is used the "first step" of notification to Class Members instead of the first-  
28 class-mail procedures specified in the Settlement Agreement and (ii) if Class Members

1 are permitted to submit their Claim Forms online. Gilardi has informed the parties that it  
2 has utilized this notice procedure in other class-wide settlements with favorable results.  
3 According to Gilardi, the cost of delivering the long-form Notice to the Class is estimated  
4 to be approximately \$175,000, plus an additional \$2.50 for manually processing each  
5 submitted Claim Form, while the cost of delivering an e-mail to each Class Member,  
6 followed up by a postcard containing the language of the Summary Notice, is estimated  
7 to be only \$12,500, plus an additional \$1.00 for processing each claim online. Gilardi  
8 has also informed the parties that it has e-mail addresses for more than 96% of the Class  
9 and that, of the remaining 4%, most appear to be law-firm Class Members whose e-mail  
10 addresses would be easy to locate at minimal expense.

11 17. The parties have since met and conferred on this issue, and they recommend  
12 that Gilardi proceed with this alternative notice mechanism by (i) delivering an e-mail to  
13 each Class Member containing the language of the Summary Notice and (ii) mailing to  
14 those Class Members whose e-mails “bounce back” as undeliverable a follow-up  
15 postcard also containing the language of the Summary Notice. Again, the Summary  
16 Notice will direct Class Members to a website where the long-form Notice may be  
17 reviewed and downloaded, as well as a telephone number for inquiry purposes that can be  
18 used by those Class Members who, for whatever reason, do not have computerized access  
19 to the website. The website will also permit Class Members to submit their Claim Forms  
20 electronically.

21 18. Mr. Disner and my firm have advanced all costs of this case to date. The  
22 required legal services—including drafting the Complaint, conducting legal research,  
23 successfully bringing the appeal, and participating in the Ninth Circuit-mandated  
24 mediation—have been provided on a contingent-fee basis. The undersigned has no  
25 conflict of interest with Plaintiffs or any Members of the Class, and both Harris & Ruble  
26 and Perrin Disner (my co-counsel) have fairly and adequately represent the interests of  
27 the Class.

28 I have read the foregoing, and the facts set forth therein are true and correct of my

