UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

LASHAWN SHARPE, JIM CASTORO, and STEVE DAILEY, individually and on behalf of all others similarly situated, Plaintiffs, v. A & W CONCENTRATE COMPANY and KEURIG DR PEPPER, Defendant.	Case No. 1:19-cv-00768-BMC
THEODORE H. FRANK, Objector.	

DECLARATION OF THEODORE H. FRANK

Anna St. John
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Attorney for Objector Theodore Frank

I, Theodore H. Frank, declare as follows:

1. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

2. My business address is Hamilton Lincoln Law Institute, 1629 K St. NW, Suite 300, Washington, DC 20006. My telephone number is (703) 203-3848. My email address is ted.frank@hlli.org. My list of prior objections, which have won tens of millions of dollars for shareholders and consumers, is included later in this declaration.

3. As stated in my contemporaneously filed notice of intention to appear, I intend to appear at the Fairness Hearing through my counsel, Anna St. John of the Hamilton Lincoln Law Institute's Center for Class Action Fairness ("CCAF"), who wishes to discuss the matters raised in my objection.

4. The specific reasons for my objection and a detailed statement of the legal basis for such objection is set forth in my contemporaneously filed objection.

5. My objection applies to the entire class.

Class Membership

6. Between February 7, 2016, and June 2, 2023, I purchased one or more A&W root beer or cream soda products labeled as "Made With Aged Vanilla" in the United States for personal or household use and not for resale. (In particular, I purchased over two dozen two-liter bottles of A&W Diet Root Beer; A&W Root Beer Zero Sugar after A&W rebranded A&W Diet Root Beer; and, on information and belief, A&W Diet Cream Soda, at local supermarkets in Houston, Texas, between August 2019 and June 2, 2023.) I am not (a) a director, officer, employee, or attorney of Defendants or their parents or subsidiaries; (b) a government entity; (c) the Court, a member of the Court's immediate family, or Court staff; (d) the Honorable John Mott (Ret.) or a member of

his immediate family; (e) the Honorable Wayne Anderson (Ret.) or a member of his immediate family; or (f) a person who has excluded himself from the Settlement Class. Like most American consumers, I do not retain receipts for purchases of containers of beverages costing between $0.99 and $3. On August 25, 2023, I filed a claim on the settlement website for the maximum number of "11 bottles" for class members without receipts, and received an email confirmation that was a claim number that was a ten-character alphanumeric code ending in xxx1559.

7. I am therefore a member of the class with standing to object to the settlement.

Good-Faith Objection

8. I bring this objection in good faith. I have no intention of settling this objection for any sort of side payment. Unlike objectors who threaten or attempt to disrupt a settlement unless plaintiffs' attorneys buy them off with a share of attorneys' fees, I will not engage in quid pro quo settlements and will not withdraw an objection or appeal in exchange for payment.

9. Thus, if I were to agree to withdraw my objection or any subsequent appeal for a payment by class counsel or defendants paid to me or any person or entity related to me in any way without court approval, I irrevocably waive any and all defenses to a motion seeking disgorgement to the class of any and all funds paid in exchange for dismissing my objection or appeal. In addition, if the Court has any skepticism about my motives, I am happy to stipulate to an injunction forbidding me from seeking compensation for settling my objection at any stage without court approval.

10. Both the Hamilton Lincoln Law Institute ("HLLI") and I reserve the right to obtain equitable attorneys' fees should we confer benefit upon the class.

11. When I visited the settlement website (rootbeerandcreamsodasettlement.com) on August 28, 2023, the FAQ section of the website contained a response to question 14, "How will

the lawyers be paid?," that stated in part: "Class Counsel will apply to the Court for an award of Attorneys' Fees and Costs, including the costs of experts, of up to $7,830,000. Defendants have reserved their right to oppose Class Counsel's application and ask the Court to award less than $7,830,000."

Center for Class Action Fairness

12. This portion of my declaration is not relevant to the merits of the objection, other than my objection to the extraneous burden that the settlement places on objectors, by demanding compile a list of their past objections. Unfortunately, it is the experience of CCAF that, when we object to abusive settlements, class counsels engage in abusive and false *ad hominem* attacks against us, almost certainly copied boilerplate from a document circulated among class-action attorneys. Such attacks are irrelevant to the fairness of the Settlement and are indicative of class counsel's unwillingness to engage us on the merits. To protect the record, we submit this Declaration. Though we are preempting many of these falsehoods in advance, we can predict that class counsel is likely to repeat the falsehoods anyway without any acknowledgment of the refutation. If the Court is inclined to rule solely on the merits and disregard irrelevant *ad hominem* attacks, it need not review the rest of the declaration, which simply provides factual background about the history of CCAF.

13. I founded the non-profit Center for Class Action Fairness ("CCAF"), a 501(c)(3) non-profit public-interest law firm based out of Washington, DC, in 2009. In 2015, CCAF merged into the non-profit Competitive Enterprise Institute ("CEI") and became a division within their law and litigation unit. In January 2019, CCAF became part of HLLI, a new non-profit public-interest law firm I founded in 2018 with Melissa Holyoak, who President Biden has since nominated to be a commissioner at the Federal Trade Commission.

14. CCAF's mission is to litigate on behalf of class members against unfair class action procedures and settlements. CCAF represents class members *pro bono* where class counsel employs unfair procedures to benefit themselves at the expense of the class. *See, e.g.*, *In re Stericycle Sec. Litig*., 35 F.4th 555, 572, 572 n.11 (7th Cir. 2022) (citing cases); *Briseño v. Henderson*, 998 F.3d 1014 (9th Cir. 2021); *Pearson v. NBTY, Inc*., 772 F.3d 778, 787 (7th Cir. 2014) (CCAF "flagged fatal weaknesses in the proposed settlement" and demonstrated "why objectors play an essential role in judicial review of proposed settlements of class actions"); *In re Dry Max Pampers Litig*., 724 F.3d 713, 716-17 (6th Cir. 2013) (CCAF's client's objections are "detailed, and substantive"); *see also* Adam Liptak, *When Lawyers Cut Their Clients Out of the Deal*, N.Y. Times, Aug. 13, 2013 (calling Frank "[t]he leading critic of abusive class action settlements"); The Editorial Board, *The Anthem Class-Action Con*, WALL ST. J., Feb. 11, 2018 (opining "[t]he U.S. could use more Ted Franks" while covering CCAF's role in exposing "legal looting" in the Anthem data breach MDL). Since it was founded in 2009, CCAF has "develop[ed] the expertise to spot problematic settlement provisions and attorneys' fees." Elizabeth Chamblee Burch, *Publicly Funded Objectors*, 19 THEORETICAL INQUIRIES IN LAW 47, 55-57 & n.37 (2018). Over that time CCAF has recouped over $200 million for class members by driving settling parties to reach an improved bargain or by reducing outsized fee awards. *E.g.*, *In re Wells Fargo & Co. Shareholder Derivative Litig.*, 445 F. Supp. 3d 508 (N.D. Cal. 2020) (reducing fees by more than $15 million and proportionally increasing shareholder recovery); *see also In re EasySaver Rewards Litig.*, No. 09-cv-02094-BAS-WVG, 2020 U.S. Dist. LEXIS 77483, 2020 WL 2097616 (S.D. Cal. May 1, 2020) (reducing fees by 40%); Andrea Estes, *Critics hit law firms' bills after class-action lawsuits*, BOSTON GLOBE (Dec. 17, 2017) (more than $100 million at time); *cf. Ark.*

Teacher Ret Sys. v. State St. Corp., 25 F.4th 55 (1st Cir. 2022) (resulting decision from *Boston Globe* exposé, upholding sanctions against Lieff Cabraser).

15. The Center has been successful, winning reversal or remand in over two dozen federal appeals decided to date in courts of appeals and the Supreme Court. *E.g., Frank v. Gaos*, 139 S. Ct. 1041 (2019); *Williams v. Reckitt Benckiser LLC*, 65 F.4th 1243 (11th Cir. 2023); *In re Apple Inc. Device Performance Litig.*, 50 F.4th 769 (9th Cir. 2022); *In re Stericycle Sec. Litig*., 35 F.4th 555 (7th Cir. 2022); *McKinney-Drobnis v. Oreshack*, 16 F.4th 594 (9th Cir. 2021); *Briseño v. Henderson*, 998 F.3d 1014 (9th Cir. 2021); *Berni v. Barilla S.P.A*, 964 F.3d 141 (2d Cir. 2020); *Pearson v. Target Corp*., 968 F.3d 827 (7th Cir. 2020); *In re Lithium Ion Batteries Antitrust Litig*., 777 Fed. Appx. 221 (9th Cir. 2019) (unpublished); *In re Google Inc. Cookie Placement Consumer Privacy Litig*., 934 F.3d 316 (3d Cir. 2019); *In re EasySaver Rewards Litig*., 906 F.3d 747 (9th Cir. 2018); *In re Subway Footlong Mktg. Litig*., 869 F.3d 551 (7th Cir. 2017); *In re Target Corp. Customer Data Sec. Breach Litig*., 847 F.3d 608 (8th Cir. 2017); *In re Walgreen Co. Stockholder Litig*., 832 F.3d 718 (7th Cir. 2016); *In re EasySaver Rewards Litig*., 599 Fed. Appx. 274 (9th Cir. 2015) (unpublished); *In re BankAmerica Corp. Secs. Litig*., 775 F.3d 1060 (8th Cir. 2015); *Pearson v. NBTY, Inc*., 772 F.3d 778 (7th Cir. 2014); *Redman v. RadioShack Corp*., 768 F.3d 622 (7th Cir. 2014); *In re MagSafe Apple Power Adapter Litig*., 571 Fed. Appx. 560 (9th Cir. 2014) (unpublished); *In re Dry Max Pampers Litig*., 724 F.3d 713 (6th Cir. 2013); *In re HP Inkjet Printer Litigation*, 716 F.3d 1173 (9th Cir. 2013); *In re Baby Products Antitrust Litigation*, 708 F.3d 163 (3d Cir. 2013); *Dewey v. Volkswagen*, 681 F.3d 170 (3d Cir. 2012); *Robert F. Booth Trust v. Crowley*, 687 F.3d 314 (7th Cir. 2012); *Nachshin v. AOL, LLC*, 663 F.3d 1034 (9th Cir. 2011); *In re Bluetooth Headset Prods. Liab. Litig*., 654 F.3d 935 (9th Cir. 2011). While, like most experienced litigators, we have not won every appeal we have litigated, CCAF has won the

majority of them. Our appeals and certiorari petitions are often supported by amicus briefs from state attorneys general.

16. We frequently represent law professors in court, and have also been appointed amicus in district court and appellate court proceedings where there was no adversary presentation. *E.g., Arkansas Teacher Ret. Sys. v. State St. Corp*., 25 F.3d 55 (1st Cir. 2022); *McKnight v. Uber Techs.*, No. 14-05615-JST, Dkt. 256 (N.D. Cal. Mar. 21, 2022) (requesting CCAF's amicus participation regarding a novel issue of class action procedure).

17. In my experience, class counsel often responds to CCAF objections by making a variety of *ad hominem* attacks, often wildly false. The vast majority of district court judges do not fall for such transparent and abusive tactics. In an effort to anticipate such attacks and to avoid collateral litigation over a right to file a reply, I discuss and refute the most common ones below. If the Court is inclined to disregard the *ad hominem* attacks, it can avoid these collateral disputes entirely.

18. HLLI pays me on a salary basis that does not vary with the result in any case. HLLI and CCAF attorneys do not receive a contingent bonus based on success in any case, a structure that would be contrary to I.R.S. restrictions.

19. Class counsel often try to tar CCAF as "professional objectors," and then cite court opinions criticizing for-profit attorneys who threaten to disrupt a settlement unless plaintiffs' attorneys buy them off with a share of attorneys' fees. But this is not the non-profit CCAF's *modus operandi*, so the opinions class counsel rely upon to smear CCAF are inapposite. *See* D. Brooks Smith, *Class Action and Aggregate Litigation: A Comparative International Analysis,* 124 PENN ST. L. REV. 303, 321-30 (2020) (distinguishing between professional objectors and objecting public interest groups); Paul Karlsgodt & Raj Chohan, *Class Action Settlement Objectors: Minor Nuisance or Serious Threat to Approval*, BNA: CLASS ACTION LITIG. REPORT (Aug. 12, 2011)

(distinguishing CCAF from professional objectors). CCAF refuses to engage in *quid pro quo* settlements, and has never withdrawn an objection in exchange for payment. Instead, it is funded entirely through charitable donations and court-awarded attorneys' fees.

20. The difference between a for-profit "professional objector" and a public-interest objector like CCAF is a material one. As the federal rules are currently set up, "professional objectors" have an incentive to file objections regardless of the merits of the settlement or the objection. In contrast, a public-interest objector such as myself must triage dozens of requests for *pro bono* representation and dozens of unfair class action settlements, loses money on every losing objection (and most winning objections) brought, can only raise charitable donations necessary to remain afloat by demonstrating success, and has no interest in wasting limited resources and time on a "baseless objection." CCAF objects to only a small fraction of the number of unfair class action settlements or excessive fee requests it sees.

21. CCAF has represented clients in the following objections to settlements or fee requests. While the Settlement only requires this information for the past 5 years, I provide this information for all CCAF objections, including cases in which I or another CCAF attorney objected *pro se*, so there is no dispute over whether we have complied with the disclosure requirement, backed by the improper threat of striking the objection. Note that some cases involve multiple objections to multiple iterations of the settlement. Unless otherwise indicated, we did not receive payment. In the interests of disclosure, I am identifying all objections where HLLI and CCAF attorneys have appeared as counsel or *pro se* even if those attorneys have not yet worked or will not work on this objection. (For example, former CCAF attorney Melissa Holyoak is now Utah Solicitor General, and will not work on this objection for CCAF.) This list does not include class-action settlement cases in which we were appointed or sought amicus status on behalf of class interests without

representing an objecting class member, or cases in which we sought to be appointed guardian *ad litem* on behalf of the class.

Case	Result
In re Bluetooth Headset Products Liability Litigation, Case No 2:07-ML-1822-DSF-E (C.D. Cal.)	A district court approved the settlement and fee request over objections by CCAF clients. On appeal, the Ninth Circuit vacated. 654 F.3d 935 (9th Cir. 2011). On remand, the district court approved the settlement and reduced fees from $800,000 to $232,000. We did not appeal again and have neither sought nor received payment.
In re TD Ameritrade Account Holder Litigation, Case No C 07-2852 VRW (N.D. Cal.)	I successfully represented an objector; the district court rejected the settlement. 2009 U.S. Dist. LEXIS 126407 (N.D. Cal. Oct. 23, 2009). A substantially improved settlement was approved. We did not seek fees.
Fairchild v. AOL, Case No 09-cv-03568 CAS (PLAx) (C.D. Cal.)	The trial court approved the settlement and fee request over the objection of a CCAF client. CCAF appealed and in November 2011, the Ninth Circuit reversed, sustaining the Center's objection to the improper *cy pres*. *Nachshin v. AOL, LLC*, 663 F.3d 1034 (9th Cir. 2011). On remand, the parties cured the abusive *cy pres*. We did not seek fees.
In re Yahoo! Litigation, Case No 06-cv-2737 CAS (FMOx) (C.D. Cal.)	The district court approved the settlement and fee request over the objection of a CCAF client. At my clients' request, CCAF withdrew from representations of CCAF's clients during the appeal, and my former clients chose to voluntarily dismiss their appeal. Neither I nor CCAF sought nor received any payment. I believe the appeal was meritorious and would have prevailed and that the plaintiffs' tactic of buying off my clients at the expense of the class was unethical.
True v. American Honda Motor Co., Case No. 07-cv-00287 VAP (OPx) (C.D. Cal.)	The district court denied final approval. 749 F. Supp. 2d 1052 (C.D. Cal. 2010). The parties negotiated a substantially improved settlement in California state court, winning the class millions of dollars more in benefit. We did not seek fees. CCAF attorney M. Frank Bednarz appeared for the client objector.

Case	Result
Lonardo v. Travelers Indem., Case No. 06-cv-0962 (N.D. Ohio)	CCAF represented a client objecting to the disproportionate settlement. The parties in response to the objection modified the settlement to improve class recovery from $2.8M to $4.8M while reducing attorneys' fees from $6.6M to $4.6M and the district court approved the modified settlement and awarded CCAF about $40,000 in fees. 706 F. Supp. 2d 766 (N.D. Ohio 2010). The "Court is convinced that Mr. Frank's goals are policy oriented as opposed to economic and self-serving." *Id*. at 804. We did not appeal and received no payment beyond that ordered by the court.
In re Motor Fuel Temperature Sales Practices Litigation, Case No. 07-MD-1840-KHV (D. Kan.)	We objected to the settlement with Costco on behalf of a client; the district court rejected the settlement but approved a materially identical one after our renewed objection. The district court approved several other settlements that CCAF objected to (including several with me as the objector). The Tenth Circuit affirmed and denied our petition for rehearing *en banc*. We did not appeal further; a co-appellant's petition for *certiorari* was denied.
Bachman v. A.G. Edwards, Cause No: 22052-01266-03 (Mo. Cir. Ct.)	CCAF represented a client objecting to the coupon settlement and fee request. The district court approved the settlement and fee request, and the decision was affirmed by the intermediate appellate court. The Supreme Court of Missouri declined further review.
Dewey v. Volkswagen, Case No. 07-2249(FSH) (D.N.J.)	CCAF represented multiple class members, including a law professor, objecting to the settlement and fee request. The district court approved the settlement, but reduced the fee request from $22.5 million to $9.2 million. We appealed and the settling parties cross-appealed the fee award. On appeal, the Third Circuit sustained CCAF's objection to the Rule 23(a)(4) determination and vacated the settlement approval. 681 F.3d 170 (3d Cir. 2012). On remand, the parties modified the settlement to address CCAF's objection and make monetary relief available to hundreds of thousands of class members who had been frozen out by the previous settlement. The district court awarded CCAF $86,000 in fees. Other objectors appealed and we defended the district court's settlement approval on appeal. The Third Circuit affirmed the settlement approval and the Supreme Court denied *certiorari.* We received no payment beyond that authorized by the court.

Case	Result
In re Apple Inc. Securities Litig., Case No. C-06-5208-JF (N.D. Cal.)	As a result of a CCAF client's objection, the parties modified the settlement to pay an additional $2.5 million to the class instead of third-party *cy pres*. The district court awarded attorneys' fees to CCAF and approved the settlement and fee request. We did not appeal and received no payment beyond that authorized by the court.
Robert F. Booth Trust v. Crowley, Case No. 09-cv-5314 (N.D. Ill.) (Rule 23.1) (*pro se* objector)	The district court denied my motion to intervene and dismiss abusive shareholder derivative litigation that sought $930,000 in fees, and then rejected the proposed settlement. I appealed. On appeal, the Seventh Circuit agreed (1) that my motion to intervene should have been granted and (2) my motion to dismiss should have been granted, and remanded with orders to dismiss the litigation. 687 F.3d 314 (7th Cir. 2012). As a result, Sears shareholders saved $930,000 in attorneys' fees. CCAF was awarded a few hundred dollars in costs.
In re Classmates.com Consolidated Litigation, Case No. 09-cv-0045-RAJ (W.D. Wash.)	We represented law professor Michael Krauss in his objection. The district court granted CCAF's client's objection and rejected the settlement. The parties proposed an improved settlement, and the district court sustained our renewed objection to the settlement. The parties modified the settlement again to pay class members over $2 million more than the original settlement, and the district court agreed with CCAF that the fee request was excessive, reducing the fee request from $1.05 million to $800,000. The district court praised CCAF's work and sanctioned plaintiffs $100,000 (awarded to the class) for its abusive discovery of objectors. 2012 U.S. Dist. LEXIS 83480 (W.D. Wash. Jun. 15, 2012). CCAF did not appeal and did not receive any payment.
Ercoline v. Unilever, Case No. 10-cv-1747 (D. N.J.) (*pro se* objector)	The district court approved the $0 settlement and fee request. I did not appeal. Later, CCAF won appeals in the Second, Sixth, Seventh, Ninth, and Eleventh Circuits on some of the issues raised in this objection.
In re HP Inkjet Printer Litigation, Case No. 05-cv-3580 (N.D. Cal.) (*pro se* objector)	I represented myself and another objector. The district court approved the settlement and reduced the fee request from $2.3 million to $1.5 million. On appeal, the Ninth Circuit vacated the settlement approval and fee award. 716 F.3d 1173 (9th Cir. 2013). On remand, the district court again approved the settlement and reduced the fee request to $1.35 million. We did not appeal.

Case	Result
In re HP Laserjet Printer Litigation, Case No. 8:07-cv-00667-AG-RNB (C.D. Cal) (*pro se* objector)	The trial court approved the settlement, while lowering the attorneys' fees from $2.75M to $2M. We did not appeal, and have neither sought nor received payment.
In re New Motor Vehicles Canadian Export Antitrust Litigation, No. MDL 03-1532 (D. Me.) (I was objector represented by CCAF counsel Dan Greenberg)	The trial court agreed with my objection that the *cy pres* was inappropriate, and the parties modified the settlement to augment class recovery by $500,000. The court affirmed the fee request over my objection, but awarded CCAF about $20,000 in fees.
Sobel v. Hertz Corp., No. 06-cv-545 (D. Nev.) (CCAF attorney Dan Greenberg)	The district court agreed with our client's objection and refused to approve the coupon settlement. The parties litigated, and the district court granted partial summary judgment for $45 million, and awarded CCAF fees of $90,000. Hertz won reversal on appeal, and CCAF received nothing.
Cobell v. Salazar, Case No. 1:96-cv-1285 (TFH) (D.D.C.)	The district court approved the settlement over CCAF's client's objection, but reduced the requested fees from $224 million to $99 million, and reduced the proposed incentive award by several million dollars, creating over $130 million of additional benefit to the class. On appeal, the D.C. Circuit affirmed the settlement approval. 679 F.3d 909. CCAF's client retained other counsel and petitioned the Supreme Court to hear the case. The Supreme Court denied the writ of *certiorari*. We neither sought nor received any payment.
Stetson v. West Publ'g, Case No. CV-08-00810-R (C.D. Cal.) (CCAF attorney Dan Greenberg)	The district court sustained our objection and rejected the coupon settlement. The parties proposed a modified settlement that improved class recovery by several million dollars. We did not object to the new settlement, and neither sought nor received payment.

Case	Result
McDonough v. Toys "R" Us and *Elliott v. Toys "R" Us*, Case Nos. 2:06-cv-00242-AB, No. 2:09-cv-06151-AB (E.D. Pa.)	The district court approved the settlement and fee request. CCAF appealed on behalf of its client, and the Third Circuit vacated the settlement approval and fee award. *In re Baby Prods Antitrust Litig.*, 708 F.3d 163 (3d Cir. 2013). On remand, the parties negotiated an improved settlement that improved class recovery by about $15 million. We did not object to the settlement but objected to the renewed fee request. The district court awarded CCAF $742,500 in fees and reduced class counsel's fees by the same amount. CCAF appealed, but voluntarily dismissed the appeal without receiving any payment beyond what was ordered by the court.
Trombley v. National City Bank, Case No. 10-cv-232 (JDB) (D.D.C.)	We represented a client objecting to an excessive fee request of ~$3,000/hour for every partner, associate, and paralegal in a case that settled in a reverse auction shortly after a complaint was filed; we also objected to an arbitrary allocation process that prejudiced some class members at the expense of others. The district court approved the settlement and fee request. CCAF did not appeal, and neither sought nor received payment. Later, CCAF won appeals in the Third and Seventh Circuits on some of the issues we raised in this case.
Blessing v. Sirius XM Radio Inc., Case No. 09-cv-10035 (S.D.N.Y.)	The district court approved the settlement and fee request over the objection of our client, and the Second Circuit affirmed in an unpublished order. CCAF petitioned for *certiorari*. The Supreme Court denied *certiorari*, but Justice Alito wrote separately to indicate that, while *certiorari* was inappropriate, the Second Circuit erred in holding CCAF's client did not have standing to challenge the improper class counsel appointment. *Martin v. Blessing,* 134 S. Ct. 402 (2013).
Weeks v. Kellogg Co., Case No. CV-09-08102 (MMM) (RZx) (C.D. Cal.) (CCAF attorney Dan Greenberg)	The district court sustained CCAF's client's objection and refused settlement approval. The parties modified the settlement to largely address CCAF's concerns, creating extra pecuniary benefit to the class. The Center sought and was awarded attorneys' fees as a percentage of the benefit conferred, and received no other payment beyond that awarded by the court.
In re Dry Max Pampers Litig., Case No. 1:10-cv-00301 TSB (S.D. Ohio)	The district court approved the settlement and fee request over the objection of our client. On appeal, the Sixth Circuit vacated both orders. 724 F.3d 713 (6th Cir. 2013). On remand, plaintiffs dismissed the meritless litigation. We neither sought nor received any payment.

Case	Result
In re Mutual Funds Investment Litig., No. 04-md-15862 (D. Md.)	The trial court approved the settlement and fee award over the objection of our client. CCAF did not appeal, and neither sought nor received any payment.
Barber Auto Sales, Inc. v. UPS, No. 5:06-cv-04686-IPJ (N.D. Ala.) (CCAF attorney Dan Greenberg)	The trial court approved the settlement and fee award over the objection of our client. CCAF did not appeal, and neither sought nor received any payment.
Brazil v. Dell, No. C-07-1700 RMW (N.D. Cal.) (CCAF attorney Dan Greenberg)	The trial court approved the settlement and fee award over the objection of our client, who appealed. After CCAF filed its opening brief in the Ninth Circuit, the trial court modified its opinion approving the settlement and fee award. CCAF chose to voluntarily dismiss its appeal and neither sought nor received any payment.
Fogel v. Farmers, No. BC300142 (Super. Ct. Cal. L.A. County)	The trial court approved the settlement over our client's objection and reduced the fees from $90M to $72M. The Center was awarded fees and expenses for its objection to the fees, and did not appeal, and received no payment beyond what the court ordered.
Walker v. Frontier Oil, No. 2011-11451 (Harris Cty. Dist. Ct. Tex.)	The trial court approved the settlement and fee award over the objection of our client. On appeal, the Texas Court of Appeals agreed that the $612,500 fee award violated Texas law, saving shareholders $612,500. *Kazman v. Frontier Oil,* 398 SW 3d 377 (Tex. App. 2013). We neither sought nor received payment.
In re MagSafe Apple Power Adapter Litig., No. C. 09-1911 JW (N.D. Cal.)	We objected on behalf of law professor Marie Newhouse. The trial court approved the settlement and fee award. On appeal, the Ninth Circuit in an unpublished decision vacated both orders and remanded for further proceedings. The Center renewed its objection and the district court approved the settlement but reduced fees from $3 million to $1.76 million. We did not appeal, and neither sought nor received any payment.
In re Online DVD Rental Antitrust Litig., No 4:09-md-2029 PJH (N.D. Cal.)	I was the objector, represented by CCAF attorneys at the district-court stage. The district court approved the settlement and fee award, and the Ninth Circuit affirmed in an appeal I briefed and argued. 779 F.3d 934 (9th Cir. 2015). On remand, class counsel attempted to distribute over $2 million to *cy pres*. I objected to the *cy pres* proposal, and the court agreed with my objection and ordered distribution to the class. We did not seek attorneys' fees or any other payment.

Case	Result
In re Nutella Marketing and Sales Practices Litig., No 11-1086 (FLW)(DEA) (D. N.J.) (CCAF attorney Dan Greenberg)	The district court approved the settlement over a CCAF attorney's *pro se* objection, but reduced the fee award by $2.5 million. We did not appeal, and neither sought nor received any payment.
In re Groupon, Inc., Marketing and Sales Practices Litig., No. 3:11-md-2238-DMS-RBB (S.D. Cal.) (*pro se* objection; separately retained in private capacity on appeal)	The district court sustained the objection to the settlement; the parties presented a materially identical settlement and the district court approved that settlement and fee award. I did not appeal and neither sought nor received any payment. Other objectors appealed. After briefing was complete, I was retained by one of the appellants in my private capacity to argue the appeal on a flat-fee basis, and the Ninth Circuit agreed with me in an unpublished order that the district court's settlement approval applied the wrong standard of law, and vacated and remanded. On remand, the parties proposed a new settlement, and I did not object.
In re Johnson & Johnson Derivative Litig., No. 10-cv-2033-FLW (D.N.J.)	The district court approved the settlement. CCAF appealed on behalf of an objector and successfully moved to stay the appeal while the fee request was litigated. The district court reduced the fee request from $10.45 million to about $5.8 million, saving shareholders over $4.6 million. CCAF voluntarily dismissed its appeal, and neither sought nor received payment.
Pecover v. Electronic Arts Inc., No. C 08-02820 CW (N.D. Cal.) (I objected, represented by CCAF attorney Melissa Holyoak)	The district court honored our objection to the excessive *cy pres* and encouraged modifications to the settlement that addressed my objection. Because of the Center's successful objection, the class recovery improved from $2.2 million to $13.7 million, an improvement of over $11.5 million. The Center did not appeal the decision. The district court awarded $33,975 in attorneys' fees to CCAF. The Center received no payment not ordered by the Court.

Case	Result
In re EasySaver Rewards Litigation, No. 3:09-cv-2094-AJB (WVG), No. 3:09-cv-2094-BAS (S.D. Cal.)	The district court approved the settlement and the fee request over our client's objection. On appeal, the Ninth Circuit vacated the settlement approval and remanded for further consideration. We renewed our objection, and the district court approved the settlement and fee request again. On appeal, the Ninth Circuit vacated and remanded the fee award, but affirmed the settlement approval. We sought *certiorari* on the settlement approval, but a defendant obtained a bankruptcy stay, and the Supreme Court denied *certiorari* after plaintiffs argued that *certiorari* should be denied because of the stay. Our client objected to the renewed fee request, and the district court upheld the objection, denying the motion without prejudice. We objected to a new fee request, and the district court substantially reduced fees. The district court then granted our request for attorneys' fees.
In re Citigroup Inc. Securities Litigation, No. 07 Civ. 9901 (SHS) (S.D.N.Y.) (*pro se* objection; then represented by CCAF attorneys)	The parties agreed to correct the defective notice. Upon new notice, I restricted my objection to the excessive fee request. The district court agreed to reduce the fee request (and thus increase the class benefit) by $26.7 million. 965 F. Supp. 2d 369 (S.D.N.Y. 2013). I was awarded costs. I appealed the fee decision, but voluntarily dismissed my appeal without further payment. My objection to the *cy pres* proposal was overruled; I won a stay of the *cy pres* order and appealed. While the appeal was pending, in 2017, class counsel agreed to distribute the proposed *cy pres* to the class, and the appeal was remanded to district court after a Rule 62.1 indicative ruling. The district court granted our request for attorneys' fees.
City of Livonia Employees' Retirement System v. Wyeth, No. 1:07-cv-10329 (RJS) (S.D.N.Y.)	The district court approved the settlement and reduced fees (and thus increased class benefit) by $3,037,500. Though the court ultimately agreed in part with our client's objection to fees, it was critical of our objection, though it mischaracterized the argument we made, and incorrectly found the objector lacked standing because she did not make a futile claim for recovery that the settlement precluded. The district court criticized the objection as "frivolous" but the First Circuit recently held in a non-CCAF case that the issue of a minimum distribution threshold does indeed make a settlement problematic. We did not appeal, and neither sought nor received any payment.

Case	Result
In re Bayer Corp. Combination Aspirin Prods. Mktg. and Sales Practices Litig., No. 09-md-2023 (BMC) (JMA) (E.D.N.Y.) (I objected, represented by CCAF attorney Adam Schulman)	Upon my objection, the parties modified the settlement to provide for direct distribution to about a million class members, increasing class recovery from about $0.5 million to about $5 million. The district court agreed with my objection to one of the *cy pres* recipients, but otherwise approved the settlement and the fee request. CCAF was awarded attorneys' fees. I did not appeal, and neither I nor CCAF received any payment not awarded by the court.
In re Southwest Airlines Voucher Litig., No. 11-cv-8176 (N.D. Ill.)	The district court approved the settlement over our client's objection, but reduced fees by $1.67 million. We appealed, and the plaintiffs cross-appealed; the Seventh Circuit affirmed, but reduced fees further. On remand, class counsel asserted rights to more fees, and we objected again. The court denied the fee request in part, and, on motion for reconsideration, vacated the fee order on the grounds notice was required. We negotiated a settlement that tripled relief to the class. We moved for attorneys' fees, which the district court denied. We appealed the denial and won reversal and attorneys' fees.
Fraley v. Facebook, Inc., No. 11-cv-01726 (RS) (N.D. Cal.) (*pro se* objection)	CCAF represented me and another objector. The district court approved the settlement, which was modified after our objection by increasing class distributions by 50%. The district court further reduced fees by $2.8 million, which increased the *cy pres* distribution by the same amount. We did not appeal the settlement approval or fee award, and did not receive any payment. Our request for attorneys' fees was denied, and our appeal of that decision was denied. We did not seek *certiorari*.

Case	Result
Pearson v. NBTY, No. 11-CV-07972 (N.D. Ill) (I objected, represented by CCAF attorneys Melissa Holyoak and Frank Bednarz)	The district court approved the settlement, but reduced fees by $2.6 million. On appeal, the Seventh Circuit reversed the settlement approval, praising the work of the Center. 772 F.3d 778 (7th Cir. 2014). On remand, the settlement was modified to increase class recovery from $0.85 million to about $5.0 million. The second settlement was approved, and CCAF was awarded attorneys' fees of $180,000. Other objectors appealed; we cross-appealed to protect our rights. When the other objectors dismissed their appeals, we dismissed our cross-appeal without any payment beyond that ordered by the court. We moved the district court for relief requiring other objectors who received under-the-table payments to be required to disgorge those payments to the class, an action covered by the *Wall Street Journal*. The district court held it did not have jurisdiction over the action, and we appealed that decision and won in the Seventh Circuit. The district court denied the motion to disgorge extortionate objector fees, and we appealed that decision and won again in the Seventh Circuit. 968 F.3d 827 (7th Cir. 2020).
Marek v. Lane, 134 S. Ct. 8, 571 US – (2013).	In 2013 objectors retained the Center to petition the Supreme Court for a writ of *certiorari* from *Lane v. Facebook*., 696 F.3d 811 (9th Cir. 2012), *rehearing denied* 709 F.3d 791 (9th Cir. 2013), a case we had not been involved in. Although the Supreme Court declined to hear the case, Chief Justice Roberts wrote an opinion respecting denial of *certiorari* declaring the Court's interest in the issue of *cy pres* that has been influential in improving many settlements for class members.
Dennis v. Kellogg, Inc., No. 09-cv-01786 (IEG) (S.D. Cal.)	On remand from a Ninth Circuit decision, the district court approved a modified settlement and the fee request. We represented law professor Todd Henderson, who objected to the modified settlement. The district court initially issued an opinion erroneously criticizing CCAF, but vacated and corrected that opinion. CCAF did not appeal and neither sought nor nor received any payment.
Berry v. LexisNexis., No. 11-cv-754 (JRS) (E.D. Va.) (CCAF attorney Adam Schulman *pro se*)	The district court approved the settlement and the fee request. The Fourth Circuit affirmed, and the Supreme Court denied *certiorari*.

Case	Result
In re BankAmerica Corp. Secs. Litig., No. 13-2620 (8th Cir.)	CCAF was retained as appellate counsel on behalf of a class representative objecting to a *cy pres* distribution and supplemental fee award, and prevailed. 775 F.3d 1060 (8th Cir. 2015). As a result, the class will receive an extra $2.6 to $2.7 million, plus any proceeds from pending collateral litigation against third parties. CCAF did not seek or receive any payment beyond costs.
Redman v. Radioshack Corp., No. 11-cv-6741 (N.D. Ill.)	The district court approved the settlement and the fee request over our client's objection. On appeal, the Seventh Circuit reversed. 768 F.3d 622 (7th Cir. 2014). On remand, the case was extinguished by RadioShack's bankruptcy. We were awarded costs.
Richardson v. L'Oreal USA, No. 13-cv-508-JDB (D.D.C.) (CCAF attorney Adam Schulman)	The district court sustained our objection to the settlement. 991 F. Supp. 2d 181 (D.D.C. 2013). We have neither sought nor received payment.
Gascho v. Global Fitness Holdings, LLC, No. 2:11-cv-436 (S.D. Ohio)	We represented law professor Josh Blackman. The district court approved the settlement and fee request over his objection. The Sixth Circuit affirmed in a 2-1 decision, and denied *en banc* review. The Supreme Court denied *certiorari.*
Steinfeld v. Discover Fin. Services, No. 3:12-cv-01118-JSW (N.D. Cal.)	We withdrew the objection on behalf of a client upon assurances from the parties about the interpretation of some ambiguous settlement terms. We have neither sought nor received payment.
In re Aetna UCR Litigation, No. 07-3541, MDL No. 2020 (D.N.J.) (I was a *pro se* objector with assistance from local counsel)	While our objection was pending, the defendant invoked its contractual right to withdraw from the settlement.
Poertner v. The Gillette Co., No. 6:12-cv-00803 (M.D. Fla.) (I objected, represented by CCAF attorney Adam Schulman)	The district court approved the settlement and the fee award, and the Eleventh Circuit affirmed in an unpublished order, and the Supreme Court denied *certiorari*, despite the circuit split with *Pearson*.

Case	Result
In re Google Referrer Header Privacy Litigation, No. 10-cv-04809 (N.D. Cal.) (I was a *pro se* objector and also represented HLLI attorney Melissa Holyoak)	The district court approved the settlement and the fee award. The Ninth Circuit affirmed in a 2-1 decision. On April 30, 2018, the Supreme Court granted *certiorari* for the October 2018 Term in *Frank v. Gaos*, No. 17-961. I argued the case in the Supreme Court October 31, 2018. In 2019, the Supreme Court vacated the decision and remanded for consideration of the question of Article III standing. The Ninth Circuit remanded to the district court. The parties withdrew the settlement and created a new settlement that would create a common fund of $23 million. We did not object to the new settlement or attorneys' fee request. The motion for settlement approval and our unopposed motion for attorneys' fees is pending.
Delacruz v. CytoSport, Inc., No. 4:11-cv-03532-CW (N.D. Cal.) (I was a *pro se* objector)	I joined in part the *pro se* objection of William I. Chamberlain, a former CCAF summer clerk. The district court approved the settlement and the fee award. We did not appeal, and have neither sought nor received payment.
In re American Express Anti-Steering Rules Antitrust Litigation, No. 11-md-2221 (E.D.N.Y.)	We objected on behalf of a client and the district court rejected the settlement. We have neither sought nor received payment.
In re Capital One Telephone Consumer Protection Act Litigation, 12-cv-10064 (N.D. Ill.)	Our client's objection was only to the fee request, and the district court agreed to a reduction of about $7 million in fees. We appealed seeking further reductions of fees, but plaintiffs offered to pay our client $25,000 to dismiss his appeal, and he accepted the offer against our recommendation and his earlier promise to us not to sell his objection. Ethics rules prohibited us from interfering with the client's decision. CCAF neither sought nor received payment. Seventh Circuit law requires the court to investigate before granting a motion to voluntarily dismiss an appeal of a class action settlement approval, but no investigation was performed, despite extensive press coverage of our protest of class counsel's unethical behavior.
Lee v. Enterprise Leasing Company-West, LLC, No. 3:10-cv-00326 (D. Nev.) (CCAF attorney Melissa Holyoak)	The district court approved the settlement and the fee request over our client's objection. CCAF did not appeal, and have neither sought nor received payment.

Case	Result
Jackson v. Wells Fargo, No. 2:12-cv-01262-DSC (W.D. Pa.)	The district court approved the settlement and the fee request over our client's objection. CCAF did not appeal, and neither sought nor received payment. CCAF attorney Adam Schulman represented the objector.
In re Transpacific Passenger Air Transp. Antitrust Litig., No. 3:07-cv-05634-CRB (N.D. Cal.)	The district court approved the settlement over our client's objection, but reduced the Rule 23(h) request for fees and expenses by over $5.1 million, for the benefit of the class. The district court awarded CCAF fees. In a 2-1 decision, the Ninth Circuit affirmed settlement approval. CCAF attorney Anna St. John argued at the district court and appellate level.
Careathers v. Red Bull N. Am., Inc., No. 1:13-cv-0369 (KPF) (S.D.N.Y.) (I objected, represented by CCAF attorney Erin Sheley)	The district court approved the settlement, but reduced the fee request by $1.2 million. We did not appeal, and have neither sought nor received payment.
In re Riverbed Securities Litigation, Consolidated C.A. No. 10484-VCG (Del. Ch.)	CCAF assisted *pro se* objector Sam Kazman, a CEI attorney, before CCAF merged with CEI. The court approved the settlement and reduced the fee request. We did not seek further review, and neither sought nor received payment.
In re Target Corp. Customer Data Security Breach Litig., MDL No. 14-2522 (PAM/JJK) (D. Minn.)	The district court denied our client's objection. We successfully appealed to the Eighth Circuit. On limited remand, the district court denied our objection again. We appealed to the Eighth Circuit, which ordered supplemental briefing, and then affirmed.
In re Polyfoam Antitrust Litig., No. 10-MD-2196 (N.D. Ohio) (CCAF attorney Anna St. John)	We objected to the fees and the *cy pres* proposal, and the district court reduced fees and rejected plaintiffs' proposed *cy pres* recipient. We did not appeal and have neither sought nor received payment. Our request for attorneys' fees was denied, and we did not appeal.
Hays v. Walgreen Co., No. 14-C-9786 (N.D. Ill.)	Our client, a CEI employee, objected to a $0 settlement that provided only worthless disclosures to the shareholder class. Our appeal in the Seventh Circuit was successful, and plaintiffs voluntarily dismissed their case on remand. We did not seek fees.
In re Subway Footlong Sandwich Mktg. & Sales Pract. Litig., No. 2:13-md-2439-LA (E.D. Wisc.)	I objected, represented by CCAF attorney Adam Schulman. The district court approved the settlement and fee request over my objection. Our appeal in the Seventh Circuit was successful, and plaintiffs voluntarily dismissed their case on remand. We did not seek fees.

Case	Result
In re Colgate-Palmolive SoftSoap Antibacterial Hand Soap Mktg. & Sales Pract. Litig., No. 12-md-2320 (D.N.H.)	CCAF attorney Anna St. John objected *pro se*. The district court approved the settlement and fee request over her objection. She filed an appeal relating to the *cy pres* provision of the settlement and dismissed the appeal without payment once the *cy pres* issue became moot.
Doe v. Twitter, Inc., No. CGC-10-503630 (Cal. Sup. Ct. S.F. Cty.)	The district court approved the settlement over our clients' objection, but reduced attorneys' fees. We did not appeal and neither sought nor received any payment.
Rodriguez v. It's Just Lunch Int'l, No. 07-cv-9227 (SHS)(SN) (S.D.N.Y.)	CCAF attorney Anna St. John successfully represented an objector to an abusive settlement; the court rejected the settlement. An improved settlement was approved. We renewed the objection and appealed the settlement approval, and, upon further evaluation, chose to voluntarily dismiss the appeal. We neither sought nor received any payment.
Rougvie v. Ascena Retail Grp., No. 15-cv-724 (E.D. Pa.)	CCAF attorney Adam Schulman appeared on behalf of two objectors; the parties modified the settlement in part, and district court agreed with our objection that CAFA applied and governed attorneys' fees. We did not appeal, but other objectors appealed. The appeals were voluntarily dismissed. We were ultimately awarded $78,000 in attorneys' fees for our work improving the settlement that provided $702,640 in additional class benefit.
Allen v. Similasan Corp., No. 3:12-cv-0376-BAS (JLB) (S.D. Cal.)	CCAF's objection on behalf of M. Frank Bednarz to a $0 settlement was upheld. The parties negotiated a new settlement proposing to pay about $500,000 to the class. We did not object to the new settlement, and neither sought nor received payment.
In re PEPCO Holdings, Inc., Stockholder Litig., C.A. No. 9600-VCMR (Del. Ch.)	In response to our client's proposed objection on *Walgreen* grounds, class counsel voluntarily dismissed the lawsuit and proposed settlement, saving the shareholders a substantial amount of money. We were awarded attorneys' fees by the Court.
In re Pharmacyclics, Inc. Shareholder Litig., No. 1-15-CV-278055 (Santa Clara County, Cal.)	Law professor Sean J. Griffith, an objector with an unsuccessful objection to a $0 shareholder settlement, retained CCAF for the appeal. The California Court of appeal affirmed, and the Supreme Court of California denied further review.
Williamson v. McAfee, Inc., No. 5:14-cv-00158-EJD (N.D. Cal.)	CCAF attorney Anna St. John represented an objector. After we objected, the parties disclosed that the settlement claims rate was higher than we anticipated, and the district court approved the settlement. We did not appeal, and did not receive any payment.

Case	Result
Edwards v. National Milk Producers Fed'n, No. 11-cv-04766-JSW (N.D. Cal.)	CCAF attorney Anna St. John represented an objector who objected to fees only. The district court reduced the requested fees by over $4.3 million, to be distributed to the class. We were awarded attorneys' fees by the court. We did not appeal.
In re Google Inc. Cookie Placement Consumer Privacy Litig., No. 12-MD-2358 (D. Del.)	I objected here, represented by CCAF attorney Adam Schulman. The district court overruled our objection to the settlement, but reduced attorneys' fees. Our appeal to the Third Circuit was successful, vacating the settlement and remanding. 936 F.3d 316 (3d Cir. 2019). On remand, the parties proposed a substantially similar settlement, and I renewed my objection. The district court agreed with our argument in the alternative that the class could not be certified to the extent the parties claimed that class members could not be identified or make claims. The plaintiffs appealed, and then voluntarily dismissed their appeal. The case is pending.
Saska v. The Metro. Museum of Art, No. 650775/2013 (Sup. Ct. N.Y. Cty., N.Y.)	CCAF attorney Anna St. John objected *pro se*. The court approved the settlement and attorneys' fee award over her objection. We did not appeal, and have neither sought nor received payment.
Birbrower v. Quorn Foods, Inc., No. 2:16-cv-01346-DMG (AJW) (C.D. Cal.)	I represented a class member objecting to a claims-made settlement and fee request. The district court approved the settlement and fee award over the objection. We did not appeal, and have neither sought nor received payment.
Aron v. Crestwood Midstream Partners L.P., No. 16-20742 (5th Cir.)	An unsuccessful *pro se* objector retained us to prosecute his appeal of approval of a $0 settlement where the court refused to follow *Walgreen*. The Fifth Circuit dismissed the appeal for lack of appellate jurisdiction because the objector filed his objection past the deadline in the district court.
Kumar v. Salov N. Am. Corp., No. 14-cv-02411-YGR (N.D. Cal.)	Represented by CCAF attorneys, I objected to a lop-sided settlement and fee request. The district court approved the settlement, and the Ninth Circuit affirmed in an unpublished order. Later, we prevailed on a similar appeal of a similar settlement approval in the Ninth Circuit.
Campbell v. Facebook, Inc., No. 13-cv-5996-PJH (N.D. Cal)	Former CCAF attorney William Chamberlain represented a class member, CCAF attorney Anna St. John, objecting to an abusive settlement and fee request. The district court overruled the objection and approved the settlement. We appealed and the Ninth Circuit affirmed. 951 F.3d 1106 (9th Cir. 2020). We did not petition the Supreme Court for further review. We neither sought nor received any payment.

Case	Result
Knapp v. Art.com, Inc., No. 16-cv-00768-WHO (N.D. Cal.)	Another CCAF attorney and I represented a class member objecting to a settlement and fee request. The district court approved the settlement but agreed with us that fees should be awarded only after the redemption rate of the coupon relief was known. We objected to the resubmitted attorney fee request and won a reduction in attorneys' fees. We did not appeal, and neither sought nor received any payment.
In re Lithium Ion Batteries Antitrust Litig., No. 13-md-02420 YGR (DMR)	I represented class member M. Frank Bednarz, who objected to a settlement and fee request. The court overruled the objection and approved the settlement, but reduced the attorneys' fees. We appealed the class certification and settlement approval to the Ninth Circuit and won remand. 777 Fed. Appx. 221, 223 (9th Cir. 2019). The parties improved the settlement. We then objected to the class attorneys' fees only. The district court overruled our objection, but awarded us and co-counsel fees of $250,000 for our role in improving the settlement. A further appeal affirmed the denial of our objection and our fee award.
Ma v. Harmless Harvest, Inc., No. 16-cv-7102 (JMA) (SIL) (E.D.N.Y.)	CCAF attorney Adam Schulman appeared on behalf of objector Anna St. John to a $0 settlement. The district court rejected the settlement. We did not seek fees.
In re Anthem Inc. Data Breach Litigation, 15-md-02617-LHK (N.D. Cal)	I represented an objector, CCAF attorney Adam Schulman, who objected to fees and asked the court to investigate overbilling. The district court agreed and appointed a special master to investigate, and ultimately reduced fees. In response to our objection to *cy pres* provisions in the settlement, the parties agreed to increase recovery to the class. We did not seek fees and did not appeal.
Leung v. XPO Logistics, Inc., No. 15-cv-03877 (N.D. Ill.)	We represented the wife of CCAF attorney Frank Bednarz, who objected to the fee request. The district court reduced fees slightly. We did not appeal, and neither sought nor received any payment.
Cannon v. Ashburn Corp, No. 16-cv-1452 (D.N.J.)	CCAF attorney Adam Schulman represented a client objecting to an abusive settlement through local counsel. The parties agreed to modify the settlement to improve class recovery, and the district court rejected the modified settlement. We did not seek fees
Farrell v. Bank of Am., N.A., No. 3:16-cv-00492-L-WVG (S.D. Cal.)	I represented an objector who objected to fees, a *cy pres* provision, and the class certification in the alternative. The attorneys reduced their fee request in response to our objection, and the court approved the modified fee request and settlement. Our appeal to the Ninth Circuit was rejected in a split decision, and the Supreme Court declined to review the case.

Case	Result
In re Petrobras Securities, Litigation, No. 14-cv-9662 (S.D.N.Y.).	CCAF represented an objector who objected to fees and class certification. The district court reduced fees by over $96 million and affirmed the settlement. We did not appeal. CCAF requested attorneys' fees, which were granted in part and denied in part. We appealed the denial of our attorneys' fees in the Second Circuit and won. On remand, the court again granted in part CCAF's request for fees, which we appealed to the Second Circuit; that appeal was denied.
Berni v. Barilla, No. 16-cv-4196 (E.D.N.Y.)	CCAF attorney Adam Schulman objected *pro se* to a $0 class-action settlement. The district court approved the settlement. On appeal, the Second Circuit vacated settlement approval. 964 F.3d 141 (2d Cir. 2020)
In re Domestic Airline Travel Antitrust Litigation, No. 15-mc-1404 (D.D.C.)	I represented myself and CCAF attorney M. Frank Bednarz in objecting to the lack of a distribution plan and a class notice suggesting that the settlement proceeds would go to *cy pres*. The district court approved the settlement and deferred any ruling on fees. The D.C. Circuit held that it lacks jurisdiction over an appeal because litigation against two remaining defendants is ongoing and there was no final judgment. The case is pending.
Cowen v. Lenny & Larry's, No. 17-cv-1530 (N.D. Ill.) (I objected, represented by CCAF attorney Frank Bednarz)	CCAF attorney Frank Bednarz represented me in objecting to the disproportion in this coupon settlement. The parties modified the settlement to make relief more proportional to attorneys' fees, providing $537,950 more to the class (over original cap of $350,000) and mooting our objection. The district court granted our motion for $20,000 in attorneys' fees on August 20, 2019.
In re Samsung Top-Load Washing Machine Marketing Sales Practices and Prod. Liability Litig., No. 17-ml-2792-D (W.D. Okla.)	CCAF attorney Frank Bednarz represented a class member objecting to the disproportion attorneys' fees and actual relief, which consists of duplicative injunctive relieve and a claims-made settlement that provides only coupons to most class member. The district court reduced attorneys' fees by about $2.1 million and approved the settlement. The Tenth Circuit affirmed.
Littlejohn v. Ferrara Candy Co., No. 17-cv-1530 (S.D. Cal.)	CCAF attorney Ted Frank represented a class member objecting to this $0 settlement. The district court approved the settlement, and the Ninth Circuit affirmed.
In re Wells Fargo & Co. Shareholder Derivative Litigation, No. 3:16-cv-05541-JST (N.D. Cal.)	CCAF attorney Ted Frank objected to the fee request on behalf of a class member. The district court reduced the attorneys' fee award by $15.2 million. The court awarded us attorneys' fees of $98,473. We did not appeal.

Case	Result
In re Stericycle Securities Litigation, No. 16-cv-7145 (N.D. Ill.)	CCAF attorneys represent a shareholder class member objecting to the fee request in this settlement. The district court approved the settlement and awarded a reduced attorneys' fee award. On appeal, the Seventh Circuit vacated final approval. 35 F.4th 555 (7th Cir. 2022). On remand, plaintiffs agreed to reduce their excessive fee request by $3.3 million to cure the imbalance of the settlement. Our unopposed motion for attorneys' fees of $575,000 is pending.
In re Volkswagen Clean Diesel MDL, No. 3:15-md-02672-CRB (N.D. Cal.)	CCAF's client objected to the settlement and fee request; the district court approved both. We appealed the fee award, but did not appeal the settlement approval. The Ninth Circuit dismissed the appeal on the grounds that our client's acceptance of the benefits of the settlement included the signature of a release that released him from any further claims and deprived him of appellate standing, and we did not appeal further.
In re ConAgra Foods, Inc., No. 2:11-cv-05379-CJC-AGR (C.D. Cal.)	CCAF attorney Ted Frank represented a class member objecting to the disproportion attorneys' fees and actual relief including worthless injunctive relief. The district court approved the settlement. On appeal, the Ninth Circuit reversed settlement approval and remanded. The parties have agreed to an improved settlement. Settlement approval and our request for attorneys' fees are pending.
McKinney-Drobnis v. Massage Envy Franchising, LLC, No. 16-cv-6450-MMC (N.D. Cal.)	CCAF attorney Ted Frank represented a class member objecting to this coupon settlement. The district court approved the settlement and attorney's fee request. On the appeal, the Ninth Circuit remanded with instructions to scrutinize the fee award, and the parties notified their settlement to eliminate clear sailing. The district court approved the renewed settlement in view of CCAF's filings, deferring an award of attorneys' fees until the coupon portion of the settlement is known. CCAF continues to monitor the settlement.
Rael v. The Children's Place, No. 3:16-cv-00370-GPC-LL (S.D. Cal.)	CCAF attorney Ted Frank represented CCAF attorney Anna St. John in objecting to this coupon settlement. The district court agreed with our objection to certain deficiencies in the settlement, and approved the settlement with modifications, while holding jurisdiction over the fee request until coupons are redeemed. That process is still pending.

Case	Result
Exum v. National Tire and Battery, No. 9:19-cv-80121 (S.D. Fla.)	CCAF attorney Melissa Holyoak objected *pro se* to the settlement and attorneys' fee award. The district court approved the settlement and fee request. Ms. Holyoak had retracted a factually erroneous portion of her objection, and the district court issued an order to show cause why she should not be sanctioned for that error; the court ultimately found that Ms. Holyoak's mistake had been in good faith, and did not sanction her. We did not appeal, and neither sought nor received any payment.
Gold v. Lumber Liquidators, No. 14-cv-05373 (N.D. Cal.)	CCAF attorneys represented a class member objecting to this coupon settlement. Plaintiffs amended their attorneys' fee request following our objection. The court granted final approval with the modified fee request. We did not appeal, and neither sought nor received any payment.
In re Google LLC Street View Electronic Communications Litigation, No. 10-md-02184 (N.D. Cal.)	CCAF attorney Ted Frank represented a class member objecting to this *cy pres* settlement. The district court approved the settlement, and the Ninth Circuit affirmed. Although 23 states' attorneys general filed an *amicus* in support of granting *certiorari*, the Supreme Court did not agree to review the case.
In re Equifax, Inc. Customer Data Breach Litigation, No. 17-md-2800-TWT (N.D. Ga.)	CCAF attorney Melissa Holyoak represented CCAF attorney Ted Frank and another class member in objecting to an unfair settlement, inadequate representation of the class, and the fee request. The Eleventh Circuit affirmed. We retained counsel to file a *certiorari* petition on our behalf, supported by several state attorneys general as *amici*, but the Supreme Court denied review.
Hyland v. Navient Corp., No. 1:18-cv-09031-DLC (S.D.N.Y.)	CCAF attorney Anna St. John represented a class member objecting to this *cy pres* settlement and attorneys' fee award. The district court approved the settlement but denied the entire fee request. The Second Circuit affirmed. The Supreme Court denied review.
In re Apple, Inc. Device Performance Litigation, No. 18-md-02827-EJD (N.D. Cal.)	CCAF attorney Ted Frank represented CCAF attorney Anna St. John objecting to the attorneys' fee request accompanying this settlement. The district court awarded less than plaintiffs requested. The Ninth Circuit vacated final approval and the fee award. The parties filed a renewed request to approve the settlement and fee request below. CCAF objected to the fee request, but was overruled. We did not appeal, and neither sought nor received any payment.

Case	Result
Jones v. Monsanto Co., No. 19-cv-0102-BP (W.D. Mo.)	CCAF attorney Adam Schulman represented CCAF attorney Anna St. John objecting to this settlement and accompanying attorneys' fee award. The district court approved the settlement and fee request. The Eighth Circuit affirmed, and denied *en banc* review in a 6-5 vote. The Supreme Court denied a petition for *certiorari* after several relistings.
In re Flint Water Cases, No. 5:16-cv-10444-JEL-MKM (E.D. Mich.)	CCAF attorney Michael Frank Bednarz represented class members objecting to the attorneys' fee request in this settlement. The Sixth Circuit cautioned the district court regarding closed proceedings in response to a mandamus petition, but the district court ultimately denied the objection (while reducing the fee request somewhat) and the Sixth Circuit affirmed denial.
Fruitstone v. Spartan Race, Inc., No. 1:20-CV-20836-BLOOM/Louis (S.D. Fla.)	CCAF represented a class member objecting to the proposed settlement and requesting deferment of the fee award until the settlement vouchers were redeemed. The district court approved the settlement and fee request. We did not appeal, and neither sought nor received any payment.
Williams v. Reckitt Benckiser LLC, No. 1:20-cv-23564 (S.D. Fla.)	CCAF represented me objecting to a proposed settlement that paid class members perhaps one-third as much as attorneys. The district court granted final approval and the full fee request, but the Eleventh Circuit vacated, and has recently denied plaintiffs' petition for rehearing *en banc.*
In re Wawa Inc., Data Security Litigation, No. 19-cv-6019 (E.D. Pa.)	CCAF attorney Adam Schulman represents me objecting to the proposed settlement because the settlement provided the class with only Wawa gift cards and provided class counsel with a disproportionate attorney's fee, with reversion of any fee reduction to the defendant. The parties modified the settlement agreement to address my Rule 23(e) objection to the reversion, leaving only my objection to fees. The district court granted the fee request in full. Our appeal is pending in the Third Circuit after argument.
In re Broiler Chicken Antitrust Litigation, No. 16-cv-08637 (N.D. Ill.)	CCAF attorney Ned Hedley represented CCAF attorney John Andren objecting to the fee request because, among other things, class counsel's 33% of a $181 million settlement exceeded market rates. The district court granted final approval, but an appeal is pending after I argued it in the Seventh Circuit.

Case	Result
Hesse v. Godiva Chocolatier, Inc., No. 19-cv-00927-AJN (S.D.N.Y.)	CCAF attorney Anna St. John represented a class member objecting to a settlement that reserved $5 million for the attorneys, but only a claims-made settlement of undetermined value for the class. On April 20, 2022, the court approved the settlement and awarded attorneys' fees in an amount $2,150,000 less than class counsel requested, relying on the calculation method proposed by our client Mr. Lehrer. We neither sought nor received any payment.
In re Novo Nordisk Securities Litigation, No. 17-cv-00209-ZNQ-LHG (D.N.J.)	CCAF attorney Ned Hedley objected *pro se* to the fee request in this securities settlement. The district court granted the fee award in full. We did not appeal.
In re: Johnson & Johnson Sunscreen Marketing, Sales Practices and Products Liability Litig., No. 21-cv-3015-AHS (S.D. Fla.)	CCAF represents me objecting to settlement that earmarks disproportionate fees to class counsel, but only vouchers for most class members. The district court granted final approval and the fee request in full; my appeal to the Eleventh Circuit is pending.
In re Morgan Stanley Data Security Litig., No. 20-cv-5914-PAE (S.D.N.Y.)	CCAF represented an objector who opposed granting a 33% fee award in view of the difficult-to-value benefits available to most class members. The district court instead granted a fee award of $13.64 million, which is more in line with what the objection proposed. We did not appeal, and neither sought nor received any payment.
Kurtz v. Kimberly-Clark Corp., No. 14-cv-1142 (E.D.N.Y.)	CCAF represents me in objecting to the fairness and fee request in a case in which class counsel seeks $4 million in attorneys' fees, but only $1.4 million may go to the class. The district court approved the settlements, but further proceedings concerning the fee request are pending. We have not yet decided whether to appeal.
In re All-Clad Metalcrafters LLC, Cookware Marketing and Sales Practices Litig., No. 21-mc-491-NR (W.D. Pa.)	CCAF represents one of its attorneys, John Andren, in objecting to a settlement that would have provided attorneys perhaps 80% of the constructive settlement fund given the onerous claims process. The district court partially deferred the fee award until the actual claims rate under the settlement can be determined. This process is ongoing.

Case	Result
In re JUUL Labs, Inc. Marketing, Sales Practices, and Products Liability Litig., No. 19-md-02913 (N.D. Cal.)	CCAF represents a client challenging the $76.5 million attorneys' fee request in a large settlement on behalf of Juul consumers given the economies of scale in such a settlement; we have also objected to another objector's proposal to divert some of the settlement fund to *cy pres*. The fairness hearing occurred earlier this month; no decision has been reached as of August 27.
In re Altria Group, Inc. Derivative Litig., No. 3:20-cv-772 (DJN) (E.D. Va.)	CCAF represents me, an Altria shareholder, who has moved to intervene in an shareholder derivative litigation with an approved settlement where I did not receive direct notice of the settlement proposal. The motion is accompanied by a Rule 60 motion to vacate the settlement approval and an objection to a settlement that makes shareholders worse off by paying third parties and attorneys $130 million with nothing to shareholders. The motions are pending as of August 28.

21. CCAF feels strongly enough about the problem of bad-faith objectors profiting at the expense of the class through extortionate means that it successfully initiated litigation to require such objectors to disgorge their ill-gotten gains to the class. *See Pearson v. Target Corp*., 968 F.3d 827 (7th Cir. 2020); *see generally* Jacob Gershman, *Lawsuits Allege Objector Blackmail in Class Action Litigation*, WALL ST. J., Dec. 7, 2016.

22. A no-longer live website purporting to list other cases where I acted as an attorney or objector is inaccurate, listing me in several cases where I had no role, made no appearances, and had no attorney-client relationship with the objector, and falsely attributing to me filings I had nothing to do with. The website was further inaccurate in omitting dozens of my successful objections, falsely characterizing successful objections as having been overruled entirely, and misrepresenting the substance of court filings and testimony.

23. While one district court called me a "professional objector" in a broader sense, that court stated that it was not meant pejoratively, and awarded CCAF fees for a successful objection and appeal that improved the settlement for the class. *Dewey v. Volkswagen*, 909 F. Supp. 2d 373, 396

n.24 (D.N.J. 2012). Similarly, the Seventh Circuit in *In re Subway Footlong Mktg. Litig.*, 869 F.3d 551 (7th Cir. 2017) referred to me non-pejoratively as a "professional objector" in an opinion agreeing with my objection and reversing a settlement approval and class certification.

24. In *In re Equifax, Inc. Customer Data Breach Litigation*, No. 17-md-2800-TWT (N.D. Ga.), the district court's approval order stated that I am a "serial objector" who objected merely to benefit myself or my attorney. It further accused me of making "misleading" statements about the settlement. The order did not cite any evidence or reason to support this finding, and I have reason to believe the court used this language only because it adopted nearly verbatim a proposed order that was submitted *ex parte* by plaintiffs' counsel, without exercising independent judgment to make these findings. (The parties refused to make public the *ex parte* submission and the Eleventh Circuit assumed on appeal that the attorneys wrote the opinion rather than order disclosure.) The allegation made by the district court is false. Our objection in *Equifax* was meritorious, similar to successful objections we've made elsewhere that have won millions of dollars for class members, and supported on appeal by an amicus brief by a prominent plaintiffs' attorney that agreed with our analysis. I did not make any false or misleading statements about the settlement, and on appeal, plaintiffs failed to identify any false or misleading statements I made, and admitted that I have never engaged in extortion. Ultimately, although the Eleventh Circuit denied our appeal on the merits, it observed that "often times objectors play a beneficial role in opening a proposed settlement to scrutiny and identifying areas that need improvement." *In re Equifax Inc. Customer Data Sec. Breach Litig.*, 999 F.3d 1247, 1257 (11th Cir. 2021) (internal quotation omitted).

25. In *Exum v. National Tire and Battery*, No. 9:19-cv-80121 (S.D. Fla. 2020), one of HLLI's attorneys, Melissa Holyoak (who now serves as the Solicitor General of Utah and has since been nominated by President Biden to become one of five Commissioners at the Federal Trade

Commission) mistakenly misconstrued the release clause in the settlement agreement and filed an objection with an argument that relied on that erroneous reading. Once she became aware of the error, she withdrew that portion of the objection and has publicly expressed contrition and embarrassment that her work did not live up to the high standards she sets for herself. The district court issued an order to show cause why she should not be sanctioned, stating that the "false statements and representations" "appear[] to be reckless or negligent." The court also referred to the HLLI attorney as a "serial" or "professional" objector but made no finding that she or any other HLLI attorney has ever withdrawn an objection in exchange for payment. HLLI filed a response to the order explaining that this error was made in good faith, with no intent to delay or otherwise interfere with the court proceedings and again expressing contrition. The court subsequently issued an order discharging the order to show cause in which it stated that "it is clear to the Court that [the HLLI attorney] does hold herself to high standards" and the court was "satisfied and impressed" by HLLI's "prompt and candid response." The court found that the HLLI attorney "did not engage in bad faith conduct and did not knowingly or intentionally make a false statement or misrepresentation to the Court."

26. Until 2015, I had a private practice unrelated to my non-profit work. One of my former clients, Christopher Bandas, is a professional objector who has settled objections and withdrawn appeals for cash payments. I withdrew from representation of Mr. Bandas in 2015 when he undertook steps that interfered with my non-profit work. Mr. Bandas was criticized by the Southern District of New York after I ceased to represent him, and class counsel in other cases often cites that language and attempts to attribute it to me. Class counsel in multiple cases, using boilerplate language, has tried to make it seem like my paid representation of Mr. Bandas was somehow scandalous, using language like "forced to disclose" and "secret." There is nothing

scandalous about that, unless one believes it is scandalous for an attorney to be paid to perform successful high-quality legal services for a client. And the sneering is false: my representation of Mr. Bandas was not secret, as I filed declarations in my name on his behalf in multiple cases, noting under oath that I was being paid to perform legal work for him; I filed notices of appearances in cases where he had previously appeared; and my declaration in the *Capital One* case ending the relationship was filed voluntarily at great personal expense to myself, as I had been offered and refused to take a substantial sum of money to accede to a Lieff Cabraser fee award of over $3400/hour. I only worked for Mr. Bandas in cases where I believed there was a meritorious objection to be made, had no role in any negotiations he made to settle appeals, and my pay was flat-rate or by the hour and not tied to his ability to extract settlements. I argued two appeals for Mr. Bandas and won both of them. In 2019, the Northern District of Illinois recognized the quality of the work I did with Mr. Bandas by awarding us substantial attorneys' fees for our success in winning an appeal over an approval of a settlement with Pella Windows that ultimately resulted in a substantially improved settlement for the class. CCAF had no attorney-client relationship with Mr. Bandas, and Mr. Bandas never paid CCAF, other than for his share of printing expenses when he was an independent co-appellant representing clients unrelated to CCAF.

27. Firms whose fees we have objected to have previously cited *City of Livonia Employees' Ret. Sys. v. Wyeth*, No. 07 Civ 10329 (RJS), 2013 WL 4399015 (S.D.N.Y. Aug. 7, 2013), in efforts to tar CCAF. While the *Wyeth* court did criticize our client's objection (after mischaracterizing the nature of that objection), it ultimately agreed with our client's point that class counsel's fee request was too high, and reduced it by several million dollars to the benefit of shareholder class members.

28. Adversaries frequently cite another decade-old case, *Lonardo v. Travelers Indemnity Co.*, 706 F. Supp. 2d 766, 804 (N.D. Ohio 2010), where the district court criticized a policy-based

argument by CCAF as supposedly "short on law"; however, CCAF ultimately was successful in the Seventh and Ninth Circuits on that same argument. *See In re Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d 935 (9th Cir. 2011) (agreeing that reversionary clauses are a problematic sign of self-dealing); *Pearson v. NBTY, Inc.*, 772 F.3d 778 (7th Cir. 2014) (same). Moreover, the court in *Lonardo* stated its belief that "Mr. Frank's goals are policy-oriented as opposed to economic and self-serving" and even awarded CCAF about $40,000 in attorneys' fees for increasing the class benefit by $2 million. *Lonardo*, 706 F. Supp. 2d at 813-17.

29. In *In re: Johnson & Johnson Sunscreen Marketing, Sales Practices and Products Liability Litig.*, No. 21-cv-3015-AHS (S.D. Fla.), the district court overruled my objection, and accused my objection of being nothing more than "whining." The court's decision misquoted my attorney's statements in court, falsely claimed that I failed to propose an alternative that would comply with Rule 23(e), failed to address my arguments under 28 U.S.C. § 1712, and failed to distinguish its decision from *Redman v. RadioShack* and *Briseño v. Henderson*, cases with similar objections that ultimately succeeded on appeal. We have appealed to the Eleventh Circuit, and expect to prevail after our successful appeal in the same Circuit in *Williams v. Reckitt Benckiser*.

30. CCAF has no interest in pursuing "baseless objections," because every objection we bring on behalf of a class member has the opportunity cost of not having time to pursue a meritorious objection in another case. We are confronted with many more opportunities to object (or appeal erroneous settlement approvals) than we have resources to use, and make painful decisions several times a year picking and choosing which cases to pursue, and even which issues to pursue within the case. CCAF turns down the opportunity to represent class members wishing to object to settlements or fees when CCAF believes the underlying settlement or fee request is relatively fair. This is especially true now that HLLI has expanded into successful litigation over other issues that

our attorneys care about. We have successfully litigated regulatory and first-amendment cases. *E.g., CEI v. FCC*, 970 F.3d 372 (D.C. Cir. 2020); *Greenberg v. Goodrich*, 593 F. Supp. 3d 174 (E.D. Pa. 2022) (granting summary judgment and enjoining rule of professional conduct that would chill free speech). We also frequently file amicus briefs in the Supreme Court on constitutional issues. There is thus substantial opportunity cost with every class-action objection we file.

31. While I am often accused of being an "ideological objector," the ideology of CCAF's objections is merely the correct application of Rule 23 to ensure the fair treatment of class members. Likewise, I have often seen class counsel assert that I oppose all class actions and am seeking to end them, not improve them. The accusation—aside from being utterly irrelevant to the legal merits of any particular objection—has no basis in reality. I have been writing and speaking about class actions publicly for over a decade, including in testimony before state and federal legislative subcommittees, and I have never asked for an end to the class-action device, just proposed reforms for ending the abuse of class actions and class-action settlements. That I oppose class-action abuse no more means that I oppose class actions than someone who opposes food poisoning opposes food. As a child, I admired Ralph Nader and consumer reporter Marvin Zindler (whose autographed photo was one of my prized childhood possessions), and read every issue of *Consumer Reports* from cover to cover. I have focused my practice on conflicts of interest in class actions because, among other reasons, I saw a need to protect consumers that no one else was filling, and as a way to fulfill my childhood dream of being a consumer advocate. I have frequently confirmed my support for the principles behind class actions in declarations under oath, interviews, essays, and public speeches, including a January 2014 presentation in New York that was broadcast nationally on C-SPAN and in my Supreme Court briefing in *Frank v. Gaos*, No. 17-961.

On multiple occasions, successful objections brought by CCAF resulted in new class-action settlements where the defendants pay substantially more money to the plaintiff class without CCAF objecting to the revised settlement. And I was the putative class representative in a federal class action, represented by a prominent plaintiffs' firm. *Frank v. BMOCorp., Inc.*, No. 4:17-cv-870 (E.D. Mo.).

32. On October 1, 2015, after consultation with its board of directors and its donors, CCAF merged with the much larger Competitive Enterprise Institute ("CEI"). Prior to its merger with CEI, CCAF never took or solicited money from corporate donors other than court-awarded attorneys' fees. CEI, which is much larger than CCAF, does take a percentage of its donations from corporate donors. As part of the merger agreement, I negotiated a commitment that CEI would not permit donors to interfere with CCAF's case selection or case management. In the event of a breach of this commitment, I was permitted to treat the breach as a constructive discharge entitling me to substantial severance pay. CCAF attorneys made several filings in several cases opposed by CEI donors.

33. CEI was willing to merge with CCAF because it claimed to support CCAF's pro-consumer mission and success in challenging abusive class-action settlements and fee requests. But it is a large organization affiliated with dozens of scholars who take a variety of controversial positions. Neither I nor CCAF's clients agree with all of those positions, and they should not be ascribed to me, my clients, or this objection, any more than my support for a Pigouvian carbon tax should be ascribed to CEI scholars who have publicly opposed that position.

34. While at CEI, CCAF was supported by preexisting donors and revenues, and brought in more money to CEI than CEI budgeted to CCAF. The fact that a particular corporation or

foundation had been giving money to CEI before CCAF became part of CEI had no effect on our litigation decisions; we frequently and successfully litigated against CEI donors, including Google.

35. CCAF has since left CEI, and is now part of HLLI, which receives no corporate funding. We are not funded by any Koch money or by the Chamber of Commerce. We did not consult any of our donors about our objection to this settlement.

36. Some class counsels have accused us of improper motivation because CCAF has on occasion sought attorneys' fees. While CCAF is funded entirely through charitable donations and court-awarded attorneys' fees, the possibility of a fee award never factors into the Center's decision to accept a representation or object to an unfair class-action settlement or fee request.

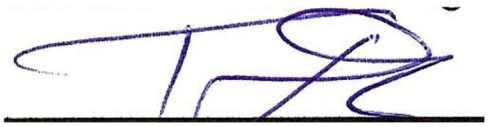
37. CCAF's history in requesting attorneys' fees reflects this approach. Despite having made dozens of successful objections and having won over $200 million on behalf of class members, CCAF has not requested attorneys' fees in the majority of its cases or even in the majority of its appellate victories. CCAF regularly passes up the opportunity to seek fees to which it is legally entitled. In *Classmates*, for example, CCAF withdrew its fee request and instead asked the district court to award money to the class; the court subsequently found that an award of $100,000 "if anything" "would have undercompensated CCAF." *In re Classmates.com Consol. Litig.*, No. 09-cv-0045-RAJ, 2012 WL 3854501, at *11 (W.D. Wash. June 15, 2012). In other cases, CCAF has asked the court for a fraction of the fees to which it would be legally entitled based on the benefit CCAF achieved for the class and asked for any fee award over that fractional amount be returned to the class settlement fund. In *Petrobras*, despite winning tens of millions of dollars for the class, we requested less than $200,000 in fees. *See In re Petrobras Secs. Litig.*, 786 Fed. Appx. 274, 277 (2d Cir. 2019). In *Wells Fargo*, our good-faith objection on behalf of a shareholder aided the court in increasing benefit to shareholders by $15 million, and we requested only $250,000 (and received

under $100,000) in fees through a court approval process—even though a fellow objector in the same case negotiated and received a payment of $1.75 million from Wells Fargo directly for settling his objections. *See In re Wells Fargo & Co, Shareholder Derivative Litig.*, 523 F. Supp. 3d 1108, 1117-19 (N.D. Cal. 2021).

38. Moreover, under federal non-profit law, attorney fees cannot be used to support more than 50% of our program expenses. None of our attorneys' salaries are tied to fee awards in any case, and all of our attorneys have salaries that are a fraction of what they could make in private practice.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on August 28, 2023, in Houston, Texas.



Theodore H. Frank