

David E. Bower SBN 119546  
MONTEVERDE & ASSOCIATES PC  
600 Corporate Pointe, Suite 1170  
Culver City, California 90230  
Tel: 310-446-6652  
dbower@monteverdelaw.com  
*Counsel For Plaintiff Sheila Baker And Co-Lead Counsel For The Putative Class*

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

SHEILA BAKER, Individually and on Behalf  
of All Others Similarly Situated,

Plaintiff,

vs.

JOSEPH E. MCADAMS, *et al.*,

Defendants.

Lead Case No. 21STCV07569

Consolidated with:

Case No. 21STCV07571

Case No. 21STCV08413

Hon. Carolyn Kuhl, judge

Dept 12 Spring Street

**DECLARATION OF DAVID E. BOWER  
IN SUPPORT OF PLAINTIFFS'  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
FOR AN AWARD OF ATTORNEYS'  
FEES AND EXPENSES**

I, David E. Bower, declare:

1. I am an attorney, duly licensed and admitted to practice law in the State of California. I am a partner in the law firm of Monteverde & Associates PC, Counsel for Plaintiff Sheila Baker and Co-Lead Counsel for the Class. I have personal knowledge of the facts set forth in this Declaration. If called upon and sworn as a witness, I could and would competently testify to these facts.

**A. Factual Background**

2. Anworth<sup>1</sup> was a specialty finance mortgage company that primarily invested in a leveraged portfolio of residential mortgage-backed securities and residential mortgage loans that were

<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meaning set forth in the Amended Stipulation and Agreement of Settlement, Compromise, and Release, dated June 15, 2023 (the "Stipulation").

1 either rated “investment grade” or were guaranteed by federally sponsored enterprises, such as Fannie  
2 Mae or Freddie Mac. The Company was incorporated in Maryland and maintained its principal  
3 executive offices in Santa Monica, California. The Defendants are the former directors of Anworth.

4 3. Prior to the merger between Anworth and Ready Capital (the “Merger”), Anworth was  
5 externally managed and advised by Anworth Management LLC (“Anworth Manager”), which,  
6 pursuant to the Anworth Management Agreement, performed services and activities relating to  
7 Anworth’s assets and operations and received as payment a monthly management fee equal to one-  
8 twelfth of 1.20% of Anworth’s month-end shareholder equity.

9 4. Anworth Manager was owned and controlled by Defendants Joseph E. McAdams (“J.  
10 McAdams”), Anworth’s Chairman and Chief Executive Officer, and Lloyd McAdams (“L.  
11 McAdams,”), J. McAdams’ father and Anworth’s founder and former Chairman and CEO (together,  
12 the “McAdams Defendants”). Each of the McAdams Defendants owned a 47.4% interest in Anworth  
13 Manager. Defendants Joe E. Davis (“J. Davis”), Robert C. Davis (“R. Davis”), Mark S. Maron  
14 (“Maron”), and Dominique Mielle (“Mielle”) were the Anworth directors that comprised the special  
15 Strategic Review Committee that was formed in July 2019, disbanded the following month, and  
16 reactivated in November 2020, about a month before the Merger Agreement (defined below) was  
17 executed.

18 5. On December 6, 2020, Anworth and Ready Capital entered into an agreement and plan  
19 of merger (the “Merger Agreement”), pursuant to which Anworth merged with and into Ready  
20 Capital, with Ready Capital continuing as the surviving company.

21 6. As a result of the Merger Agreement, Anworth was sold for consideration (“Merger  
22 Consideration”) consisting of \$0.61 in cash consideration and 0.1688 shares of Ready Capital  
23 common stock per Anworth share.

24 7. The Merger Consideration was worth \$2.94 per Anworth share as of December 6,  
25 2020, the last trading day before the public announcement of the signing of the Merger Agreement.

26 8. The Action, brought by Plaintiffs on behalf of the former public stockholders of  
27 Anworth, alleged that the Merger was the result of an unfair and conflicted process orchestrated by  
28

1 Defendants and that Defendants breached their fiduciary duties of good faith, loyalty, and care by  
2 steering the Merger to a bidder (Ready Capital) willing to maximize the termination fee payable to  
3 Anworth Manager (the “Management Termination Fee”).

4 9. In particular, Plaintiffs alleged that with Ready Capital’s acquiescence and  
5 simultaneously with the execution of the Merger Agreement, Defendants amended Anworth’s  
6 original termination fee to increase the fee’s value to \$20.3 million, from a variable figure under the  
7 original termination fee formula that would have netted the Anworth Manager and the McAdams  
8 approximately \$5.7 million less. Plaintiffs alleged that Defendant J. McAdams self-servingly elicited  
9 Ready Capital’s consent to cover 100% of that bumped up, fixed fee, and used his influence as  
10 Chairman and Chief Executive Officer to steer the transaction to Ready Capital because it was willing  
11 to maximize the termination fee payable to Anworth Manager.

12 10. Plaintiffs alleged that this \$5.7 million increase in the termination fee payable to  
13 Anworth Manager was improper because Anworth Manager had no contractual entitlement to the  
14 increase and because the increase represented a unique benefit to Anworth Manager’s owners, the  
15 McAdams, that diverted value in the Merger from Anworth’s common stockholder to the McAdams.  
16 Plaintiffs’ theory was premised upon the notion that a rational acquiror has no financial reason to care  
17 how the merger consideration it pays is split between a target company’s management and  
18 shareholders—all that matters from a buyer’s perspective is whether the cost of a transaction  
19 represents acceptable or better value to itself.

20 11. Voluminous discovery and investigation (as described below) validated Plaintiffs’  
21 theory that Defendants had improperly diverted value to the McAdams Defendants by maximizing  
22 the value of Anworth Manager’s termination fee. Specifically, Plaintiffs calculated that the fee paid  
23 to Anworth Manager under the original terms of the Anworth Management Agreement would have  
24 resulted in a termination fee to Anworth Manager (and by extension the McAdams Defendants) of  
25 approximately \$14.6 million, in contrast to the materially higher \$20.3 million fee ultimately paid. In  
26 brief, during the 24-month period relevant to calculating Anworth Manager’s termination fee (Q3  
27 2019 through Q2 2021), Anworth received management fees totaling approximately \$9,735,500. On  
28

1 an annualized basis, Anworth Manager therefore received approximately \$4,867,750 per year during  
2 this 24-month period. Three times that annualized amount is \$14,603,250, yielding an approximate  
3 termination fee for the Anworth Manager under the Anworth Management Agreement of \$14.6  
4 million, meaning that Defendants' approval of the amended \$20.3 million termination fee shifted at  
5 least \$5.7 million in value from stockholders to the McAdams Defendants, resulting in \$5.6 million  
6 in damages when adjusted for the Class (after excluding Defendants).

7 12. Plaintiffs and Counsel believe that this shift of value constituted the core of the Class's  
8 damages and maximum realistic recovery. The Settlement results in a significant recovery of  
9 approximately 53% of the Class's realistic damages.

10 13. Following announcement of the Merger Agreement, Defendants obtained shareholder  
11 approval of the Merger through the materially incomplete Proxy, which Plaintiffs alleged failed to  
12 disclose information about the negotiations process and the financial fairness of the Merger.

13 14. As a result, Anworth's shareholders were materially misled when they voted at the  
14 special meeting concerning the Merger on March 17, 2021.

15 15. Indeed, *just enough* shareholders were induced to support the transaction to obtain  
16 approval for the Merger: a mere 50.08% of Anworth's shares voted in support of the Merger  
17 Agreement.

18 16. Furthermore, since 1.9% of Anworth's shares were held by Defendants, less than a  
19 majority of Anworth's *disinterested* public shareholders approved the Merger. Without the support  
20 of the 1.9% of shares held by Defendants, the Merger would not have passed.

21 17. The Merger damaged Anworth shareholders because the implied value of the Merger  
22 Consideration (\$2.94 per share) failed to adequately compensate stockholders in light of the  
23 Company's financial performance and growth prospects.

24 18. The Merger closed on March 19, 2021.

25 **B. Procedural History of the Action**

26 19. On February 24, 2021, this Action was commenced in the Los Angeles County  
27 Superior Court by Plaintiff Sheila Baker.



20. Also on February 24, 2021, Plaintiff Merle W. Bundick filed the action styled *Bundick v. McAdams, et al.*, Case No. 21STCV07571.

21. On March 2, 2021, Plaintiff Benjamin Gigli filed the action styled *Gigli v. McAdams, et al.*, Case No. 21STCV08413.

22. All three actions were styled as class actions filed on behalf of similarly situated former Anworth stockholders.

23. On May 26, 2021, all three cases were consolidated into the Action. Monteverde & Associates PC and Kahn Swick & Foti, LLC were appointed as Co-Lead Counsel for the putative class, with Ademi serving as additional counsel for the putative class.

24. On June 15, 2021, Plaintiffs filed a Consolidated Complaint alleging breaches of fiduciary duty and violations of Md. Corps. & Ass'ns Code § 2-405.1.

25. On August 13, 2021, Defendants filed a demurrer to the Consolidated Complaint. On December 2, 2021, following full briefing by the parties, the Court denied Defendants' demurrer, holding that Plaintiffs had adequately stated a claim for breach of fiduciary duty.

26. Thereafter, the parties engaged in several meet and confers related to discovery and disputes that arose regarding its scope, which they thereafter presented to the Court in a number of conferences. Once these disputes were resolved, Plaintiffs undertook the following discovery:

- a. On March 25, 2022, Plaintiffs served their first set of discovery demands on behalf of the class, consisting of requests for production to all Defendants, requests for admission to Defendant J. McAdams, requests for admission to Defendant Maron, and separate sets of interrogatories to each Defendant. Eight separate demand papers were served in total.
- b. Throughout June, July, August, and September 2022, Plaintiffs served subpoenas duces tecum on relevant third parties, including Credit Suisse Securities (USA) LLC ("Credit Suisse"), Anworth's financial advisor in connection with the Merger; Wells Fargo Securities, LLC ("Wells Fargo"), financial advisor to Ready

Capital Corporation (“Ready Capital”) during the Merger; Ready Capital; and ten third-party bidders.

- c. On June 15 and July 1, 2022, Defendants made their first and second productions in response to Plaintiffs’ first set of discovery demands.
- d. On August 22, 2022, Defendants served their first set of discovery demands on Plaintiffs, consisting of separate requests for production, requests for admission, special interrogatories, and form interrogatories to each Plaintiff. Twelve separate demand papers were served in total.
- e. On August 23, 2022, Credit Suisse produced responsive documents to Plaintiffs’ subpoena.
- f. On September 2, 2022, Defendants made their third production in response to Plaintiffs’ first set of discovery demands.
- g. Throughout August, September, and October 2022, third-party subpoena recipients served responses and objections to Plaintiffs’ subpoenas and began producing documents in response thereto.
- h. On September 28, 2022, Plaintiffs responded and objected to Defendants’ first set of discovery demands.
- i. On October 22, 2022, Plaintiffs served a second set of discovery demands containing requests for production to all Defendants. Defendants responded to those demands on December 7, 2022.
- j. On November 5 and November 7, 2022, Defendants served their second and final set of discovery demands, consisting of separate form interrogatories, special interrogatories, and requests for admission to each Plaintiff. Nine sets of demand papers were served in total.
- k. On December 16, 2022, Plaintiffs responded to Defendants’ second set of discovery demands. Plaintiffs also served their third and final set of discovery demands, consisting of interrogatories to Defendant J. McAdams.

1           27.     In total, Plaintiffs collected, reviewed, and analyzed approximately (i) 800 pages of  
2 documents from Anworth, including minutes and banker presentations; (ii) 26,000 pages of  
3 documents from Credit Suisse (Anworth's financial advisor during the Merger), which included  
4 corporate books and records for Anworth and documents generated in connection with the Merger  
5 process, such as pitch and due diligence materials provided to Anworth / Credit Suisse by potential  
6 bidders; (iii) 13,500 pages of documents and communications from six unsuccessful alternative  
7 bidders during the Merger process; (iv) Anworth's 10-Ks and 10-Qs from 2017 and onwards; and (v)  
8 Anworth's 2011 Management Agreement.

9           28.     Plaintiffs' investigation was also informed by the factual content and legal positions  
10 contained in Defendants' responses and objections to Plaintiffs' interrogatories and requests for  
11 admission.

12           29.     On October 3, 2022, Co-Lead Counsel and Defendants' Counsel participated in a full-  
13 day mediation session before Michelle Yoshida of Phillips ADR in an effort to resolve the Action.  
14 Before the Mediation, the parties exchanged mediation statements and exhibits, which addressed both  
15 liability and damages.

16           30.     The Action was not resolved at this Mediation.

17           31.     Thereafter, the parties continued discovery, as outlined above. During that time, the  
18 Settling Parties also continued to engage in arm's-length negotiations about the potential resolution  
19 of the Action.

20           32.     After another two-and-a-half months of extensive arm's-length negotiations, the  
21 Settling Parties reached an agreement in principle on December 23, 2022 to settle the Action. Absent  
22 a Settlement, Plaintiffs would have proceeded to conclude discovery and would have likely faced a  
23 summary judgment motion or strong evidence at trial that there was no breach of fiduciary duty by  
24 the Defendants because the Management Termination Fee was approved by the Board and conducted  
25 at the direction of its legal advisors.

26           33.     On February 28, 2023, Plaintiffs filed their Motion for Preliminary Approval of Class  
27 Action Settlement and Opening Brief in Support of the Settlement.  
28

1           34.     On May 15, 2023, this Court issued a tentative ruling identifying certain observations  
2 and requirements that needed to be addressed pending preliminary approval. On May 16, 2023, the  
3 Court held a hearing during which the Court and counsel for the Parties engaged in colloquy regarding  
4 these observations and requirements.

5           35.     Thereafter, on June 15, 2023, the Parties executed the Amended Stipulation and  
6 Agreement of Settlement, Compromise, and Release (previously defined as the “Stipulation”). On June  
7 16, 2023, Plaintiffs filed a Supplemental Memorandum of Points and Authorities in Support of  
8 Motion for Preliminary Approval of Class Action Settlement.

9           36.     On June 30, 2023, the Court certified the Class for the purposes of this Settlement  
10 only, and preliminarily approved the Settlement (the “Preliminary Approval Order”). The Court set  
11 the Settlement Hearing to be held on November 14, 2023.

12           37.     Following, and pursuant to, the Preliminary Approval Order, on July 14, 2023,  
13 Plaintiffs distributed the Publication Notice through *PRNewswire*, and Plaintiffs’ Settlement  
14 Administrator, RG/2 Claims Administration LLC, commenced mailing of the Long Form Notice. On  
15 July 13, 2023, the Stipulation and Notice were posted online at  
16 <https://www.rg2claims.com/anworth.html>.

17           38.     The deadline for objections and opt outs is October 24, 2023. To-date, Co-Lead  
18 Counsel have not received any written objections to the Settlement, nor has any Class Member elected  
19 to opt out of the Settlement.

20           **C.     The Terms of the Settlement**

21           39.     Attached as Exhibit A to this Declaration is a true and correct copy of the Amended  
22 Stipulation and Agreement of Settlement, Compromise, and Release, dated June 15, 2023.

23           40.     Defendants have agreed to a Settlement Payment of \$3,000,000.00 in cash to the Class.

24           41.     The Net Settlement Fund (defined in the Stipulation as the Settlement Payment plus  
25 interest thereon less (i) any and all Administrative Costs; (ii) any and all Taxes; (iii) any Fee and  
26 Expense Award; and (iv) any other fees, costs or expenses approved by the Court) will be distributed  
27  
28

1 to all Eligible Class Members on a pro rata basis, based on the number of outstanding Anworth shares  
2 owned by each such Eligible Class Member immediately prior to the consummation of the Merger.

3 42. Excluded from the set of Eligible Class Members are the Defendants, their Immediate  
4 Family, and any trust or other entity affiliated with or controlled by any Defendant, other than  
5 employees of such entities who were not directors or officers of such entities as of the Closing; and  
6 (ii) any and all holders of Anworth common stock who timely and validly opt out of the Class and  
7 Settlement pursuant to the Stipulation.

8 43. There were 99,303,982 outstanding shares of common stock entitled to vote at  
9 Anworth's special meeting concerning the Merger.

10 44. According to the Proxy, 1,895,957 shares were owned by Anworth's directors and  
11 officers or entities or persons affiliated with Anworth's directors or officers.

12 45. There were thus approximately 97,408,025 million shares owned by Eligible Class  
13 Members at the time of the Merger.

14 46. Accordingly, the expected payment, assuming the Court approves Co-Lead Counsel's  
15 request for attorneys' fees in the amount not to exceed 1/3 of the Settlement Fund plus reimbursement  
16 of expenses, will be approximately 2 cents per share. The settlement value will be approximately 53%  
17 of the Class's total realistic damages, and 36% of total realistic damages will be recovered by the  
18 Class through the Net Settlement Fund assuming the Court approves Counsel's request for attorneys'  
19 fees in the amount of 1/3 of the Settlement Fund plus reimbursement of expenses. This figure may  
20 vary based on the amount of Court-approved deductions and costs.

21 47. The Class will not need to submit a proof of claim. Instead, payment of the Settlement  
22 will be made directly to former Anworth shareholders through AST or DTC as described in the  
23 Stipulation at p. 13, § C2(b). *See* Exhibit A. This is the most efficient and comprehensive way to pay  
24 the Class.<sup>2</sup>

25  
26 <sup>2</sup> If approved, the Settlement also provides no reversion to Defendants and any unclaimed funds is  
27 requested to go to a cy pres recipient – to the Legal Aid Foundation of Los Angeles. Counsel is not  
28 affiliated with the Legal Aid Foundation of Los Angeles and Anworth was headquartered in Santa  
Monica, CA. It makes sense that any cy pres funds benefit the community where Anworth (and its  
employees, who were likely shareholders in Anworth and members of the Class) is situated.

1           48.     Co-Lead Counsel believes that the Settlement represents a substantial and excellent  
2 outcome for the Class considering the risks of continued litigation, including the possibility of no  
3 recovery at all:

- 4           a. Defendants have denied, and continue to deny, all allegations of wrongdoing, fault,  
5 liability, or damage to Plaintiff or the Class, deny that they engaged in any  
6 wrongdoing, deny that they committed, aided, or abetted any violation of law, deny  
7 that they acted improperly in any way, believe that they acted properly at all times,  
8 and maintain that they have committed no disclosure violations or any other breach  
9 of duty whatsoever in connection with the Merger.
- 10          b. Maryland's business judgment rule, codified at Maryland Corporations and  
11 Associations Code ("MCAC") § 2-405.1 (the "Business Judgment Statute"),  
12 adopts a presumption (§ 2-405.1(g)) that directors act in good faith, in what they  
13 believe to be in the best interests of the company, and as an ordinarily prudent  
14 person would (§ 2-405.1(c)), and provides that directors have "immunity" from  
15 personal liability ((§ 2-405.1(e)) for conduct in accordance therewith.
- 16          c. Maryland law also provides two independent ways pursuant to which self-  
17 interested transactions can be ratified, namely: approval by a majority of  
18 disinterested stockholders pursuant to MCAC § 2-419(b)(1)(ii) (inapplicable  
19 here); or, approval of a majority of the disinterested members of the board pursuant  
20 to MCAC § 2-419(b)(1)(i) ("Board Ratification").
- 21          d. In addition to arguing that Plaintiffs cannot rebut the presumption of the Business  
22 Judgment Statute and/or defeat their Board Ratification defense, Defendants argue  
23 that (i) Plaintiffs' claim for damages based on purported inadequate Merger  
24 Consideration is an impermissible (and unavailable) appraisal remedy under  
25 MCAC § 3-202(c)(1); and (ii) the Merger Consideration was, in fact, entirely fair  
26 based upon the analyses and opinion of the Board's financial advisor, and  
27 represented a significant premium for Anworth's shareholders, that the Company  
28

1 was shopped to several bidders who were also willing to pay the full contractually  
2 obligated Management Termination Fee, and that Ready Capital's offer was the  
3 most superior proposal. Defendants maintain that the Merger with Ready Capital  
4 offered a 25% premium to Anworth's then-most current market trading price, a  
5 43.7% premium to the prior one-month average, and significant immediate  
6 liquidity for Anworth stockholders based upon a 20% cash component (the highest  
7 of all bidders) during a time of great market instability and uncertainty.<sup>3</sup>

8 e. Moreover, while Co-Lead Counsel's investigation revealed that the Management  
9 Termination Fee was a central issue in Defendant J. McAdams' negotiations with  
10 bidders, and certain facts that *could* support a claim for breach of fiduciary duty  
11 against the Defendants, the Board formed a strategic review committee of  
12 purportedly independent directors that (a) recommended to the Board that the  
13 Company proceed with Ready Capital, and (b) negotiated the Anworth  
14 Management Agreement Amendment providing for the \$20.3 million  
15 Management Termination Fee.

16 f. Accordingly, Plaintiffs would face serious challenges to establish that Defendants  
17 are not entitled to the protections under the Business Judgement Statute and/or  
18 Board Ratification. Even if Co-Lead Counsel were successful in establishing  
19 liability, Plaintiffs and Co-Lead Counsel would still face substantial challenges  
20 and legal issues regarding the availability and value of damages, including  
21 prevailing in a "battle of experts" to prove damages. Should the trier of fact  
22 disagree with Plaintiffs' valuation expert, then Plaintiff and the Class could be left  
23 with nothing to show for what would be over two years of litigation.

24 g. Therefore, Plaintiffs and Co-Lead Counsel believe that the disputed increased  
25 Management Termination Fee and alleged diversion of approximately 5.7 million

---

26  
27 <sup>3</sup> Defendants similarly contend that Plaintiffs' claim for damages based on purported inadequate  
28 Merger Consideration is an impermissible (and unavailable) appraisal remedy under MCAC § 3-  
202(c)(1).

1 (\$5.6 million after adjustment to reflect shares owned by Defendants and other  
2 persons excluded from the Class) to the Anworth Manager and McAdams  
3 Defendants and from Anworth's common stockholders represents the maximum  
4 realistic recovery of former Anworth shareholders.

5 h. Defendants argue that this Management Termination Fee was a contractual  
6 obligation of Anworth pursuant to the Anworth Management Agreement, that as a  
7 result of the timing of the effective date of the Merger and the automatic renewal  
8 of the Merger Agreement, the Anworth Manager was contractually entitled to a  
9 Management Termination Fee that reflected the payment of management fees  
10 through December 31, 2021, and, accordingly, that Defendants' estimation and  
11 calculation of this future fee (that resulted in the Management Agreement  
12 Amendment and \$20.3 million Management Termination Fee) was a reasonable  
13 exercise of the Defendants' business judgment. Therefore, Plaintiffs similarly  
14 faced substantial challenges relating to the appropriate interpretation of the  
15 Management Agreement.

16 i. In light of the difficulties in proving liability combined with the challenges of  
17 proving the availability and amount of damages, \$3,000,000 represents a real  
18 recovery that will guarantee Anworth shareholders get more money now without  
19 the risks of extended litigation.

20 49. Co-Lead Counsel, collectively and independently, have significant experience in  
21 complex class action litigation and have negotiated numerous other class action settlements  
22 throughout the country. Attached as Exhibits G and H are true and correct copies of the firm resumes  
23 for Monteverde & Associates and Kahn Swick & Foti, LLC, Co-Lead Counsel for the Class.

24 50. Plaintiffs submit that the proposed Settlement is fair, reasonable, and adequate to the  
25 Class and meets all indicia of fairness to merit the Court's final approval. Attached as Exhibits C, D  
26 and E are Declarations of Plaintiffs Sheila Baker, Benjamin Gigli and Merle W. Bundwick,  
27 respectively in support of the Settlement.  
28



**D. Co-Lead Counsel's Application for Attorneys' Fees and Expenses**

51. Co-Lead Counsel seek an award of attorneys' fees of one-third of the Settlement, or \$1,000,000. Co-Lead Counsel seek reimbursement of out-of-pocket expenses amounting to \$35,100.71. Co-Lead Counsel seeks \$49,157.00 in administrative expenses for the Class Administrator. Co-Lead Counsel seek incentive awards for Plaintiffs in the amount of \$1,000 each for their time and risk incurred in ensuring the Class was adequately represented in the Action.

52. Pursuant to the Stipulation, and subject to the approval of the Court, any fees awarded to Co-Lead Counsel will come from, and therefore diminish, the Settlement Amount. If the above fees and expenses are approved, the resulting per share Net Settlement Amount would be \$0.02 per share.

53. Co-Lead Counsel spent 1,735.3 hours prosecuting this Action with a resulting lodestar of \$1,212,312.50. Thus, the requested one-third fee award represents a negative multiplier of 0.825.

54. During this time, Class Counsel, among other tasks: researched, drafted, and filed complaints; survived a demurrer; engaged in a dispute regarding the scope of discovery and participated in conferences with the Court related thereto; conducted extensive investigation and discovery; carefully reviewed over 40,000 pages of electronic discovery; consulted with a forensics damages expert; briefed memorandum and argument in preparation for mediation; and engaged in a full day mediation.

55. To successfully litigate this Action, Class Counsel incurred expenses in the amount of \$35,100.71. These expenses include: (1) fees paid to outside expert consultants; (2) court fees; (3) court reporter fees and transcripts; (4) fees for online legal research using LexisNexis and/or WestLaw; (5) fees for mediation; (6) photocopying fees; (7) fees necessary to utilize the eDiscovery database platform; (8) courier fees; and (9) FedEx and overnight mail fees. *See* Ex. I-J. The expenses are reasonable in light of the work performed and the legal and factual issues present.

56. The Class Administrator has also incurred expenses in executing the notice program and is required to incur further expenses in administering the Settlement Fund if the Settlement

1 receives final approval. As of September 26, 2023, the Class Administrator has stated that the  
2 administration of the Settlement Fund will fall within the \$49,157.00 estimate. Ex. F.

3 57. Co-Lead Counsel believe that their request is fair and reasonable under the standards  
4 applicable in this Court and the relevant facts of this case. The fee requested is in line with other  
5 awards in similar cases providing similar benefits.

6 58. Plaintiffs and Co-Lead Counsel were direct, material, and causal factors in producing  
7 a significant financial benefit for the Class.

8 59. In undertaking this case, it was the expectation of Co-Lead Counsel that they would  
9 devote hours of work to the prosecution of a difficult case and without any assurance of receiving any  
10 fees or even reimbursement of their out-of-pocket expenses.

11 60. The services performed by Co-Lead Counsel to obtain the benefits achieved through  
12 the Settlement required experience and expertise in stockholder and merger and acquisition litigation.  
13 As such, Co-Lead Counsel have expended significant time, effort, and resources in the successful  
14 prosecution of the Action and settlement negotiations as described herein. In Co-Lead Counsel's  
15 view, all of these efforts were necessary and reasonable in connection with the prosecution of this  
16 Action.

17 61. Co-Lead Counsel respectfully submit that the fee and expense requests are fair and  
18 reasonable based on, among other things, the extensive time, costs, and effort expended prosecuting  
19 Plaintiffs' claims on a fully contingent basis, and the quality of the services rendered in pursuing and  
20 resolving the claims asserted by Plaintiffs, including the investigation of the underlying facts and  
21 successful negotiations with Defendants' counsel.

22 62. Finally, based on time, costs, and risks that Plaintiffs incurred to successfully achieve  
23 the substantial benefits for the Class, Co-Lead Counsel also respectfully request the Court to approve  
24 an incentive award to each Plaintiff, in the amount of \$1,000 each. Exs.C-E

25 **E. Exhibits**

26 63. Attached here to are true and correct copies of the following documents:

27 Exhibit A: Amended Stipulation and Agreement of Settlement, Compromise, and  
28 Release, dated June 15, 2023

- 1                   Exhibit B:     Motion for Preliminary Approval and Memorandum of Points and  
2                                   Authorities in Support of Plaintiffs' Motion for Preliminary Approval  
3                                   of Class Action Settlement
- 4                   Exhibit B-1:   Order Granting Preliminary Approval
- 5                   Exhibit C:     Declaration of Sheila Baker
- 6                   Exhibit D:     Declaration of Benjamin Gigli
- 7                   Exhibit E:     Declaration of Merle Bundick
- 8                   Exhibit F:     Declaration of Settlement Administrator
- 9                   Exhibit G:     Firm Resume of Monteverde & Associates, P.C.
- 10                  Exhibit H:     Firm Resume of Kahn Swick & Foti, LLC
- 11                  Exhibit I:     Declaration of Juan E. Monteverde in Support of Co-Lead Counsel's  
12                                   Application for an Award of Attorneys' Fees and Expenses
- 13                  Exhibit J:     Declaration of Michael J. Palestina in Support of Co-Lead Counsel's  
14                                   Application for an Award of Attorneys' Fees and Expenses
- 15                  Exhibit K:     *Cazares v. Areas USA LAX, LLC, et al.*, No. 19STCV08209 (Los  
16                                   Angeles Cnty. Super. Ct. May 6, 2021) (Hon. Carolyn B. Kuhl)
- 17                  Exhibit L:     *In re Menlo Therapeutics Inc. Sec. Litig.*, No. 18 CIV06049, slip op.  
18                                   (San Mateo Cnty. Super. Ct. Aug 14, 2020)
- 19                  Exhibit M:     *In re Hansen Inc. S'holder Litigation*, Lead Case No. 16cv294288  
20                                   (Santa Clara Cnty. Super. Ct. July 12, 2019)
- 21                  Exhibit N:     *In re Avalanche Biotechnologies, Inc. S'holder Litig.*, No. CIV536488,  
22                                   slip op. (San Mateo Cnty. Super. Ct. Jan. 19, 2018)
- 23                  Exhibit O:     *In re ITC Holdings Corp. S'holder Litig.*, No. 2016-151852-CB, slip  
24                                   op. (Oakland Cnty. Cir. Ct. Sept. 25, 2017)
- 25                  Exhibit P:     *In re Epicor Software Corp. S'holder Litig.*, No. 30-2011-00465495-  
26                                   CUBT- CXC, slip op. (Orange Cnty. Super. Ct. Oct. 24, 2014)
- 27                  Exhibit Q:     *In re Syntroleum Corp. Shareholder Litigation*, No. CJ-2013-5807  
28                                   (Tulsa Cnty. Okla. Dist. Ct. 2016)
- Exhibit R:     *In re American Capital Shareholder Litigation*, No. 422598-V  
                                  (Montgomery Cir. Ct., MD 2018)


Exhibit S: National Law Journal's 2015 Law Firm Billing Survey

Exhibit T: Kostal, Susan, *Rate Gap Widens Between Biggest Law Firms and Their Smaller Competitors*

I declare under penalty of perjury, and under the laws of the State of California, that the foregoing is true and correct.

September 26, 2023

By:



David E. Bower SBN 119546

# EXHIBIT A

1 David E. Bower  
2 **MONTEVERDE & ASSOCIATES PC**  
3 600 Corporate Pointe, Suite 1170  
4 Culver City, California 90230  
5 Tel: 213-446-6652  
6 Fax: 212-202-7880  
7 Email: dbower@monteverdelaw.com

8 *Counsel for Plaintiff Sheila Baker and Co-*  
9 *Lead Counsel for the Putative Class*

10 [additional counsel listed on signature page]

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **COUNTY OF LOS ANGELES**

13 SHEILA BAKER, Individually and on Behalf  
14 of All Others Similarly Situated,

15 Plaintiff,

16 vs.

17 JOSEPH E. MCADAMS, LLOYD  
18 MCADAMS, JOE E. DAVIS, ROBERT C.  
19 DAVIS, MARK S. MARON, and  
20 DOMINIQUE MIELLE,

21 Defendants.

Lead Case No. **21STCV07569**

Assigned to the Hon. Carolyn B. Kuhl,  
Dept. 12

**AMENDED STIPULATION AND  
AGREEMENT OF SETTLEMENT,  
COMPROMISE, AND RELEASE**

Action Filed: February 24, 2021

1 This Amended Stipulation and Agreement of Settlement, Compromise, and Release, dated  
2 June 15, 2023 (the “**Stipulation**”), is entered into by and among Plaintiffs Sheila Baker, Merle W.  
3 Bundick, and Benjamin Gigli (“**Plaintiffs**”), on behalf of themselves and the Class (defined below),  
4 and Defendants Joseph E. McAdams, Lloyd McAdams, Robert C. Davis, Mark S. Maron, and  
5 Dominique Mielle (collectively, “**Defendants**”). Plaintiffs and Defendants may be collectively  
6 referred to herein as the “**Settling Parties**.”

7 Subject to the terms and conditions set forth herein and the approval of the Superior Court  
8 of California, the Settlement (as defined below) embodied in this Stipulation is intended: (i) to be a  
9 full and final disposition of the above-captioned action (“**Action**”); (ii) to state all of the terms of  
10 the Settlement and the resolution of the action; (iii) to fully and finally compromise, resolve,  
11 dismiss, discharge and settle each and every one of the Released Plaintiffs’ Claims (as defined  
12 below) against each and every one of the Released Defendant Parties (as defined below); and (iv)  
13 to fully and finally compromise, resolve, dismiss, discharge and settle each and every one of the  
14 Released Defendants’ Claims (as defined below) against each and every one of the Released  
15 Plaintiff Parties (as defined below).

16 **A. FACTUAL BACKGROUND**

17 On February 24, 2021, this action was commenced in the Los Angeles County Superior  
18 Court of the State of California (the “**Court**”), by Plaintiff Sheila Baker, a stockholder of Anworth  
19 Mortgage Asset Corporation (“**Anworth**” or the “**Company**”), alleging, among other things, that  
20 the Defendants had breached fiduciary duties to the Company’s stockholders in connection with the  
21 acquisition of Anworth by an affiliate of Ready Capital Corporation (“**Ready Capital**”). Also on  
22 February 24, 2021, Plaintiff Merle W. Bundick, individually and on behalf of all other shareholders  
23 of Anworth, filed the action styled *Bundick v. McAdams, et al.* Case No. 21STCV07571. And, on  
24 March 2, 2021, Plaintiff Benjamin Gigli, individually and on behalf of all other shareholders of  
25 Anworth, filed the action styled *Gigli v. McAdams, et al.* Case No. 21STCV08413.<sup>1</sup>

26  
27 <sup>1</sup> In each action, Plaintiffs Baker, Bundick, and Gigli also included Joe E. Davis, a former  
28 director of Anworth, as a named defendant, and Joe E. Davis remained a defendant in the Action  
until Plaintiffs dismissed Joe E. Davis on January 6, 2022, following his death.

1 On May 26, 2021, all three cases were consolidated into the present action, and Monteverde  
2 & Associates PC and Kahn Swick & Foti, LLC were appointed as Co-Lead Counsel for the putative  
3 class (“Co-Lead Counsel”).

4 On June 15, 2021, Plaintiffs filed a Consolidated Class Action Complaint alleging breaches  
5 of fiduciary duty and violations of Md. Corps. & Ass’ns Code§ 2-405.1 (the “Consolidated  
6 Complaint”).

7 On August 13, 2021, Defendants filed a demurrer to the Consolidated Complaint. On  
8 December 2, 2021, following full briefing by the parties, the Court overruled Defendants’ demurrer,  
9 holding that Plaintiffs had adequately stated a claim for breach of fiduciary duty.

10 Thereafter, the parties engaged in a dispute regarding the scope of discovery. Once that  
11 dispute was resolved, Plaintiffs undertook the following discovery:

- 12 1. On March 25, 2022, Plaintiffs served their first set of discovery demands on behalf  
13 of the class, consisting of requests for production to all Defendants, requests for  
14 admission to Defendant J. McAdams, requests for admission to Defendant Maron,  
15 and separate sets of interrogatories to each Defendant. Eight separate demand  
16 papers were served in total.
- 17 2. Throughout June, July, August, and September 2022, Plaintiffs served subpoenas  
18 duces tecum on relevant third parties, including Credit Suisse Securities (USA)  
19 LLC (“Credit Suisse”), Anworth’s financial advisor in connection with the  
20 Merger; Wells Fargo Securities, LLC (“Wells Fargo”), financial advisor to Ready  
21 Capital during the Merger; Ready Capital; and ten third-party bidders.
- 22 3. On June 15 and July 1, 2022, Defendants made their first and second productions  
23 in response to Plaintiffs’ first set of discovery demands.
- 24 4. On August 22, 2022, Defendants served their first set of discovery demands on  
25 Plaintiffs, consisting of separate requests for production, requests for admission,  
26 special interrogatories, and form interrogatories to each Plaintiff. Twelve separate  
27 demand papers were served in total.



5. On August 23, 2022, Credit Suisse produced responsive documents to Plaintiffs' subpoena.
6. On September 2, 2022, Defendants made their third production in response to Plaintiffs' first set of discovery demands.
7. Throughout August, September, and October 2022, third-party subpoena recipients served responses and objections to Plaintiffs' subpoenas and began producing documents in response thereto.
8. On September 28, 2022, Plaintiffs responded and objected to Defendants' first set of discovery demands.
9. On October 22, 2022, Plaintiffs served a second set of discovery demands containing requests for production to all Defendants. Defendants responded to those demands on December 7, 2022
10. On November 5 and November 7, 2022, Defendants served their second and final set of discovery demands, consisting of separate form interrogatories, special interrogatories, and requests for admission to each Plaintiff. Nine sets of demand papers were served in total.
11. On December 16, 2022, Plaintiffs responded to Defendants' second set of discovery demands. Plaintiffs also served their third and final set of discovery demands, consisting of interrogatories to Defendant J. McAdams.

On October 3, 2022, Co-Lead Counsel and Defendants' Counsel participated in a full-day mediation session before Michelle Yoshida of Phillips ADR in an effort to resolve the Action. Before the Mediation, the parties exchanged mediation statements and exhibits, which addressed both liability and damages. The Mediation did not lead to resolution of the Action.

Thereafter, the parties continued discovery, as outlined above. During that time, the Settling Parties also continued to engage in arm's-length negotiations about the potential resolution of the Action.

1 After extensive, arm's-length negotiations, the Settling Parties reached an agreement in  
2 principle on December 23, 2022 to settle the Action for \$3,000,000.00 in cash, subject to approval  
3 by the Court.

4 On February 20, 2023, the parties held a meet and confer regarding compliance with Code  
5 of Civil Procedure Sec 384, which requires that "unpaid residue or unclaimed or abandoned class  
6 member funds, plus any interest that has accrued thereon," be paid "to nonprofit organizations or  
7 foundations to support projects that will benefit the class or similarly situated persons, or that  
8 promote the law consistent with the objectives and purposes of the underlying cause of action, to  
9 child advocacy programs, or to nonprofit organizations providing civil legal services to the  
10 indigent." Code Civ. Proc., § 384, subd. (b). The parties agree that any unclaimed funds should be  
11 allocated to the Legal Aid Foundation of Los Angeles to provide legal services for the indigent (the  
12 "Cy Pres Distribution").

13 This Stipulation (together with the exhibits hereto) has been duly executed by the  
14 undersigned signatories on behalf of their respective clients and reflects the final and binding  
15 agreement between the Settling Parties.

16 Plaintiffs, through counsel, have conducted a thorough investigation and pursued discovery  
17 relating to the claims and the underlying events and transactions alleged in the Action. Co-Lead  
18 Counsel has analyzed the evidence adduced during its investigation and through the discovery  
19 described above, and has also researched the applicable law with respect to the claims asserted in  
20 the Action and the potential defenses thereto. Additionally, the mediation statement prepared and  
21 exchanged between the Settling Parties, as well as Plaintiffs' and Defendants' respective  
22 presentations concerning potential damages should any liability be proven, have provided Plaintiffs  
23 with a detailed basis upon which to assess the relative strengths and weaknesses of their and  
24 Defendants' respective positions in the Action.

25 Based upon their investigation and prosecution of the Action, Plaintiffs and Co-Lead  
26 Counsel have concluded that the terms and conditions of the Settlement and this Stipulation are fair,  
27 reasonable, and adequate to, and in the best interests of, Plaintiffs and the other members of the  
28 Class. Based on their direct oversight of the prosecution of this litigation, along with the input of

1 Co-Lead Counsel, and the participation and assistance of an experienced mediator, Plaintiffs have  
2 decided and agreed to settle the claims raised in the action pursuant to the terms and provisions of  
3 this Stipulation, after considering: (i) the benefits that Plaintiffs and the other members of the Class  
4 will receive from the resolution of the Action; (ii) the attendant risks of litigation; and (iii) the  
5 desirability of permitting the Settlement to be consummated as provided by the terms of this  
6 Stipulation. The Settlement and this Stipulation shall in no event be construed as, or deemed to be,  
7 evidence of a concession by Plaintiffs of any infirmity in the claims asserted in the action.

8 Defendants deny all allegations of wrongdoing, fault, liability, or damage to Plaintiffs and  
9 as well as each and every other member of the Class, and further deny that Plaintiffs have asserted  
10 a valid claim as to any of them. Defendants further deny that they engaged in any wrongdoing or  
11 committed, or aided or abetted, any violation of law or breach of duty and believe that they acted  
12 properly, in good faith, and in a manner consistent with their legal duties, to the extent any such  
13 duties existed, and are entering into this Settlement and Stipulation solely to avoid the substantial  
14 burden, expense, inconvenience, and distraction of continued litigation and to resolve each of the  
15 Released Plaintiffs' Claims (as defined below) as against the Released Defendant Parties (as defined  
16 below). The Settlement and this Stipulation shall in no event be construed as, or deemed to be,  
17 evidence of or an admission or concession on the part of any of the Defendants with respect to any  
18 claim or factual allegation or of any fault or liability or wrongdoing or damage whatsoever or any  
19 infirmity in the defenses that any of the Defendants have or could have asserted.

20 The Settling Parties recognize that the litigation has been filed and prosecuted by Plaintiffs  
21 in good faith and defended by Defendants in good faith and further that the Settlement Payment (as  
22 defined below) paid, and the other terms of the Settlement as set forth herein, were negotiated at  
23 arm's-length, in good faith, and reflect an agreement that was reached voluntarily after consultation  
24 with experienced legal counsel.

25 **NOW THEREFORE**, it is **STIPULATED AND AGREED**, by and among Plaintiffs  
26 (individually and on behalf of the Class), and Defendants that, subject to the approval of the Court  
27 and the other conditions set forth in **Section F**, for good and valuable consideration set forth herein  
28 and conferred on Plaintiffs and the Class, the sufficiency of which is acknowledged, the Action shall

1 be finally and fully settled and compromised with the entry of the Judgment and that the Released  
2 Plaintiffs' Claims (as defined below) shall be finally and fully compromised, settled and released  
3 against the Released Defendant Parties (as defined below), and that the Released Defendants'  
4 Claims (as defined below) shall be finally and fully compromised, settled, and released against the  
5 Released Plaintiffs Parties (as defined below), in the manner set forth herein.

6 **B. DEFINITIONS**

7 1. In addition to the terms defined elsewhere in this Stipulation, the following capitalized  
8 terms, used in this Stipulation and any exhibits attached hereto and made a part hereof, shall have  
9 the meanings given to them below:

10 a. **"Account"** means the escrow account that is maintained by Co-Lead Counsel and into  
11 which the Settlement Payment shall be deposited. The funds deposited into the Account shall  
12 be invested in instruments backed by the full faith and credit of the U.S. Government or  
13 agency thereof, or if the yield on such instruments is negative, in an account fully insured by  
14 the U.S. Government or an agency thereof.

15 b. **"Administrative Costs"** means all costs, expenses, and fees associated with  
16 administering or carrying out the terms of the Settlement. Administrative Costs are not part  
17 of the Fee and Expense Award.

18 c. **"AST"** means American Stock Transfer and Trust Company.

19 d. **"Claims"** means any and all manner of claims, demands, rights, liabilities, losses,  
20 obligations, duties, damages, diminutions in value, costs, debts, expenses, interest, penalties,  
21 fines, sanctions, fees, attorneys' fees, expert or consulting fees, Action, potential Action,  
22 causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of  
23 any kind, nature or description whatsoever, for damages, equitable relief, or any other  
24 remedy, whether disclosed or undisclosed, accrued or unaccrued, apparent or not apparent,  
25 foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not  
26 liquidated, fixed or contingent, including known claims and unknown claims, whether direct,  
27 derivative, individual, class, representative, legal, equitable or of any other type, or in any  
28 other capacity, whether based on state, local, foreign, federal, statutory, regulatory, common

1 or any other law, rule, or authority (including, without limitation, all claims within the  
2 exclusive jurisdiction of the federal courts, or any claims that could be asserted derivatively  
3 on behalf of the Company).

4 e. **“Class”** shall mean the putative class of former Anworth stockholders who held  
5 Anworth common stock from December 6, 2020 (the date of the Merger) through and  
6 including on March 19, 2021 (the date upon which Anworth’s Merger with Ready Capital  
7 was consummated), as well as purchasers of Anworth stock during the period from December  
8 6, 2020 through March 19, 2021 who still held Anworth stock as of March 19, 2021.

9 f. **“Class Member”** means a member of the Class.

10 g. **“Closing”** means the consummation of the Merger on March 19, 2021.

11 h. **“Closing Beneficial Ownership Position”** means, for each Eligible Beneficial  
12 Owner, the number of shares of Anworth common stock beneficially owned by such Eligible  
13 Beneficial Owner as of Closing, for which the Eligible Beneficial Owner received payment  
14 of the Merger Consideration; provided, however, no Excluded Shares may comprise any part  
15 of any Closing Beneficial Ownership Position.

16 i. **“Closing Security Position”** means, for each DTC Participant, the number of shares  
17 of Anworth common stock reflected on the DTC allocation report used by DTC to distribute  
18 the Merger Consideration.

19 j. **“Defendants’ Counsel”** means the law firm of Greenberg Traurig, LLP.

20 k. **“DTC”** mean Depository Trust Company.

21 l. **“DTC Participants”** means the DTC participants to which DTC distributed the  
22 Merger Consideration.

23 m. **“DTC Records”** mean the information to be obtained from DTC necessary to  
24 facilitate the DTC’s distribution of the Net Settlement Fund to Eligible Beneficial Owners.

25 n. **“Effective Date”** means the first date by which all of the events and conditions  
26 specified in Paragraph 10 of this Stipulation have been met and have occurred or have been  
27 waived.

1 o. **“Eligible Beneficial Owners”** means the ultimate beneficial owner of any shares of  
2 Anworth common stock at the Closing; provided, however, that no Excluded Stockholder  
3 may be an Eligible Beneficial Owner.

4 p. **“Eligible Class Members”** means Class Members, including Eligible Beneficial  
5 Owners or Eligible Registered Owners, who held shares of Anworth common stock at the  
6 Closing and therefore received or were entitled to receive the Merger Consideration for their  
7 Eligible Shares. For the avoidance of doubt, Eligible Class Members exclude all Excluded  
8 Stockholders.

9 q. **“Eligible Registered Owners”** means the record holders or registered owners of  
10 Anworth common stock who or which received or were entitled to receive the Merger  
11 Consideration.

12 r. **“Eligible Shares”** means shares of Anworth common stock held by Eligible Class  
13 Members at the Closing and for which Eligible Class Members received or were entitled to  
14 receive the Merger Consideration, except for the Excluded Shares.

15 s. **“Excluded Shares”** means the shares of Anworth common stock owned by the  
16 Excluded Stockholders.

17 t. **“Excluded Stockholders”** means (i) Defendants, their Immediate Family, and any  
18 trust or other entity affiliated with or controlled by any Defendant, other than employees of  
19 such entities who were not directors or officers of such entities as of the Closing; and (ii) any  
20 and all holders of Anworth common stock who timely and validly opted out of the Class and  
21 Settlement pursuant to Section J of this Stipulation.

22 u. **“Fee and Expense Award”** means an award to Co-Lead Counsel of fees and expenses  
23 to be paid from the Settlement Fund, approved by the Court and in full satisfaction of all  
24 claims for attorneys’ fees and expenses that have been, could be, or could have been asserted  
25 by Co-Lead Counsel or any other counsel or any Class Member with respect to the Settlement  
26 Fund or against Defendants. For the avoidance of doubt, the Fee and Expense Award does  
27 not include Administrative Costs, which are to be paid separately from the Settlement Fund.  
28

1 v. **“Final,”** when referring to the Judgment or any other court order, means (i) if no  
2 appeal is filed, the expiration date of the time provided for filing or noticing any appeal; or  
3 (ii) if there is an appeal from the Judgment or order, (a) the date of final adjudication of all  
4 such appeals, or of any proceeding on certiorari or otherwise, or (b) the date the judgment or  
5 order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of  
6 certiorari or other form of review, or the denial of a writ of certiorari or other form of review,  
7 and, if certiorari or other form of review is granted, the date of final affirmance following  
8 review pursuant to that grant; provided, however, that any disputes or appeals relating solely  
9 to the amount, payment or allocation of attorneys’ fees and expenses shall have no effect on  
10 finality for purposes of determining the date on which the Judgment becomes Final and shall  
11 not otherwise prevent, limit or otherwise affect the Judgment, or prevent, limit, delay or  
12 hinder entry of the Judgment.

13 w. **“Immediate Family”** means children, stepchildren and spouses (a “spouse” shall  
14 mean a husband, a wife, or a partner in a state-recognized domestic partnership or civil union).

15 x. **“Judgment”** means the Order and Final Judgment to be entered by the Court in all  
16 material respects in the form attached as Exhibit D hereto.

17 y. **“Long-Form Notice”** means the Notice of Pendency and Proposed Settlement of  
18 Stockholder Class Action, Settlement Hearing, and Right to Appear, substantially in the form  
19 attached hereto as Exhibit B, which is to be made available to Class Members via internet  
20 distribution and by first-class mail.

21 z. **“Merger Consideration”** means the \$0.61 in cash consideration and 0.1688 shares  
22 of Ready Capital common stock that Anworth stockholders were entitled to receive for each  
23 Anworth common share under the terms of the Merger.

24 aa. **“Net Settlement Fund”** means the Settlement Fund less (i) any and all Administrative  
25 Costs; (ii) any and all Taxes; (iii) any Fee and Expense Award; and (iv) any other fees, costs  
26 or expenses approved by the Court.

27 bb. **“Notice Costs”** means Initial Notice Costs and Excess Notice Costs combined.  
28

1 cc. **“Per-Share Recovery”** means the per-share recovery under the Settlement, which  
2 will be calculated by dividing the total amount of the Net Settlement Fund by the total number  
3 of Eligible Shares held by all Eligible Class Members.

4 dd. **“Publication Notice”** means the Summary Notice of Pendency and Proposed  
5 Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear,  
6 substantially in the form attached hereto as Exhibit C, to be distributed via PR Newswire, or  
7 other suitable online newswire.

8 ee. **“Released Defendant Parties”** means Defendants, Joseph E. McAdams, Lloyd  
9 McAdams, Robert C. Davis, Mark S. Maron, and Dominique Mielle, as well as each of their  
10 respective past or present family members, spouses, heirs, trusts, trustees, executors, estates,  
11 administrators, beneficiaries, distributees, foundations, agents, employees, fiduciaries,  
12 partners, control persons, partnerships, general or limited partners or partnerships, joint  
13 ventures, member firms, limited liability companies, corporations, affiliates, parents,  
14 subsidiaries, divisions, associated entities, stockholders, principals, officers, managers,  
15 directors, managing directors, members, managing members, managing agents, insurers,  
16 predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, financial  
17 or investment advisors, advisors, consultants, investment bankers, entities providing any  
18 fairness opinion, underwriters, brokers, dealers, lenders, commercial bankers, attorneys,  
19 personal or legal representatives, accountants, insurers, co-insurers, reinsurers, and  
20 associates.

21 ff. **“Released Defendants’ Claims”** means any and all Claims, including Unknown  
22 Claims, that have been or could have been asserted in the action, or in any court, tribunal,  
23 forum or proceeding, by the Released Defendant Parties or any of their respective successors  
24 and assigns against any of the Released Plaintiff Parties, which arise out of or relate in any  
25 way to the institution, prosecution, settlement, or dismissal of the Action (or any of the  
26 unconsolidated actions); provided, however, that as used herein the term “Released  
27 Defendants’ Claims” shall not include the right to enforce this Stipulation or any part of it,  
28



1 and shall not include Claims based on the conduct of any of the Settling Parties which occurs  
2 after the Effective Date.

3 gg. **“Released Plaintiff Parties”** means (i) Plaintiffs and all other Class Members; (ii)  
4 members of each individual Class Member’s Immediate Family; (iii) all Class Members’ past  
5 or present, current or former, direct or indirect, affiliates, associates, members, partners,  
6 limited partners, general partners, partnerships, limited partnerships, general partnerships,  
7 investment funds, investment advisors, investment managers, investors, shareholders, joint  
8 venturers, subsidiaries, parents, divisions, subdivisions, predecessors, successors, officers,  
9 directors, employees, agents, principals, owners, representatives, advisors, insurers and  
10 attorneys (including Co-Lead Counsel) of Plaintiffs and the Class Members and their  
11 respective affiliates; and (iv) the past or present, current or former, direct or indirect legal  
12 representatives, heirs, executors, trustees, beneficiaries, administrators, trusts, trustees,  
13 predecessors, successors, predecessors-in-interest, successors-in-interest and assigns of any  
14 of the foregoing.

15 hh. **“Released Plaintiffs’ Claims”** means any and all Claims, including Unknown  
16 Claims, that have been or could have been alleged based on the facts alleged in the Action by  
17 Plaintiffs on behalf of themselves and/or the Class and that are based on, arise out of, relate  
18 in anyway, or involve the same set of operative facts as the claims asserted by Plaintiffs  
19 against the Released Defendant Parties in the Action and which relate to the sale of Anworth.  
20 The Released Plaintiffs’ Claims shall not include claims to enforce the Stipulation or any part  
21 of it, and shall not include claims based on the conduct of any of the Settling Parties that  
22 occurs after the Effective Date.

23 ii. **“Releases”** means the releases set forth in Paragraphs 3-4 of this Stipulation, which  
24 only take effect upon entry of the Judgment and Defendants’ payment of the Settlement Fund.

25 jj. **“Settlement”** means the settlement between the Settling Parties on the terms and  
26 conditions set forth in this Stipulation.

27 kk. **“Settlement Administrator”** means the settlement administrator selected by  
28 Plaintiffs to administer the settlement.

1 ll. **“Settlement Fund”** means the Settlement Payment plus any and all interest earned  
2 thereon.

3 mm. **“Final Approval Hearing”** means the hearing to be set by the Court to consider,  
4 among other things, final approval of the Settlement.

5 nn. **“Settlement Payment”** means the \$3,000,000 payment in accordance with Paragraph  
6 2(a) below.

7 oo. **“Taxes”** means: (i) all federal, state and/or local taxes of any kind on any income  
8 earned by the Settlement Fund; and (ii) the reasonable expenses and costs incurred by Co-  
9 Lead Counsel in connection with determining the amount of, and paying, any taxes owed by  
10 the Settlement Fund (including, without limitation, expenses of tax attorneys and  
11 accountants).

12 pp. **“Unknown Claims”** means any Released Plaintiffs’ Claims that have been or could  
13 have been alleged based on the facts alleged in the Action that the Released Plaintiff Parties  
14 do not know or suspect to exist in his, her, or its favor at the time of the release of the Released  
15 Plaintiffs’ Claims, and any Released Defendants’ Claims that any Defendant does not know  
16 or suspect to exist in his, her, or its favor at the time of the release of the Released Defendants’  
17 Claims, which, if known by him, her, or it, might have affected his, her, or its decision(s) with  
18 respect to the Settlement. The Settling Parties acknowledge, and the other Class Members by  
19 operation of law are deemed to acknowledge, that they may discover facts in addition to or  
20 different from those now known or believed to be true with respect to the Released Plaintiffs’  
21 Claims and the Released Defendants’ Claims, but that it is the intention of the Settling Parties,  
22 and by operation of law the other Class Members, to completely, fully, finally and forever  
23 extinguish any and all Released Plaintiffs’ Claims and Released Defendants’ Claims, known  
24 or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may  
25 hereafter exist, and without regard to the subsequent discovery of additional or different facts.  
26 The Settling Parties also acknowledge, and the other Class Members by operation of law are  
27 deemed to acknowledge, that the inclusion of “Unknown Claims” in the definition of the  
28

Released Plaintiffs' Claims and the Released Defendants' Claims is separately bargained for and is a key element of the Settlement.

**C. SETTLEMENT CONSIDERATION**

2. In consideration for the full and final release, settlement, and discharge of all Released Plaintiffs' Claims against the Released Defendant Parties, the Settling Parties have agreed to the following consideration:

**(a) Settlement Payment:**

i. The Settlement Fund shall be used (a) to pay all Administrative Costs; (b) to pay all Taxes; (c) to pay any Fee and Expense award; (d) to pay any other fees, costs or expenses approved by the Court; and, following the payment of (a)-(d) herein, (e) for subsequent disbursement of the Net Settlement Fund to the Eligible Class Members as provided in Paragraph 2(b) herein. Under no circumstances shall any Defendant Released Party be liable or responsible for funding, contributing to, guaranteeing, or indemnifying any part of the Settlement Payment, except as outlined below.

ii. Within twenty-eight calendar days following preliminary approval of the Settlement by the Court, Defendants (or their insurers) shall cause \$3,000,000.00 USD (THREE MILLION U.S. DOLLARS) to be deposited into the Account, provided that Co-Lead Counsel has provided complete wire transfer information and instructions (including a bank account number, swift code/routing number, W-9, telephone and e-mail contact information, and a physical address for the designated recipient of the settlement payment) to Defendants' Counsel and the insurers for the Defendants within twenty-eight calendar days prior to such date.

iii. The Settlement Fund—less all Notice Costs and Administrative Costs paid, incurred, or due consistent with this Stipulation—shall be returned, pursuant to written directions from Defendants' Counsel, to the person(s) that paid the Settlement Payment within five business days of the termination of the Settlement in accordance with the terms of this Stipulation.

**(b) Distribution of the Settlement Fund:**

i. Within ten (10) business days of the execution of this Stipulation, Defendants and Defendants' Counsel shall (through their contacts with the acquiring corporation, Ready Capital Corporation, and/or the stock transfer agent, AST) use good faith best efforts to facilitate Co-Lead

1 Counsel obtaining (x) a shareholder list and/or securities position report as of the close of the Merger  
2 sufficient for providing notice of the Settlement and payment to the Class (including the names and  
3 mailing addresses for all persons falling within the definition of the Class and/or all Eligible  
4 Registered Owners, the number of Eligible Shares held by such Eligible Registered Owners, and  
5 the account information, including financial institution and account numbers where the Eligible  
6 Shares were held); and (y) the name of each of the Excluded Stockholders, as well as the entity type,  
7 if applicable (e.g., trusts or companies).

8 ii. Following the Effective Date, the Net Settlement Fund will be disbursed to Eligible  
9 Class Members, each of which will receive a pro rata distribution from the Net Settlement Fund  
10 equal to the product of (a) the number of Eligible Shares held by the Eligible Class Member and (b)  
11 the Per-Share Recovery under the Settlement.

12 iii. With respect to Anworth common stock held of record by AST, the Settlement  
13 Administrator will cause that portion of the Net Settlement Fund to be allocated to Eligible  
14 Beneficial Owners who held their shares through DTC Participants to be paid to DTC. DTC shall  
15 then distribute that portion of the Net Settlement Fund among the DTC Participants by paying each  
16 the Per-Share Recovery times its respective Closing Security Position, using the same mechanism  
17 that DTC used to distribute the Merger Consideration and subject to payment suppression  
18 instructions with respect to Excluded Shares. The DTC Participants and their respective customers,  
19 including any intermediaries, shall then ensure pro rata payment to each Eligible Beneficial Owner  
20 in accordance with each Eligible Beneficial Owner's Closing Beneficial Ownership Position.

21 iv. With respect to Anworth common stock held of record as of the Closing other than by  
22 AST, as nominee for DTC (a "**Closing Non-AST Record Position**"), the payment with respect to  
23 each such Closing Non-AST Record Position shall be made by the Settlement Administrator from  
24 the Net Settlement Fund directly to the record owner of each Closing Non-AST Record Position in  
25 an amount equal to the Per-Share Recovery times the number of shares of Anworth common stock  
26 comprising such Closing Non-AST Record Position.

27 v. For the avoidance of doubt, to the extent that any record owner, any DTC Participants,  
28 or their respective customers, including any intermediaries, took or permitted action that had the

1 effect of increasing the number of shares of Anworth common stock entitled to payment of the  
2 Merger Consideration, whether through permitting naked short-selling or the cash settlement of  
3 short positions or through any other means (“**Increased Merger Consideration Entitlements**”),  
4 such record owner, DTC Participants, or their respective customer (including intermediaries) shall  
5 be responsible for paying to the ultimate beneficial owners of such Increased Merger Consideration  
6 Entitlements an amount equal to the Per-Share Recovery times the number of the Increased Merger  
7 Consideration Entitlements.

8 vi. For the avoidance of doubt, a person or entity who acquired shares of Anworth  
9 common stock on or before March 19, 2021 (the date the Merger closed) but had not settled those  
10 shares at the Merger’s Closing (“**Non-Settled Shares**”) shall be treated as an Eligible Beneficial  
11 Owner with respect to those Non-Settled Shares (except for the Excluded Shares), and a person who  
12 sold those Non-Settled Shares on or before March 19, 2021 shall not be treated as an Eligible  
13 Beneficial Owner with respect to those Non-Settled Shares.

14 vii. Payment from the Net Settlement Fund made pursuant to and in the manner set forth  
15 above shall be deemed conclusive of compliance with this Stipulation.

16 viii. Defendants and any other Excluded Stockholder shall not have any right to receive  
17 any part of the Settlement Fund for his, her, or its own account(s) (i.e., accounts in which he, she or  
18 it holds a proprietary interest), or any additional amount based on any claim relating to the fact that  
19 Settlement proceeds are being received by any other stockholder, in each case under any theory,  
20 including but not limited to contract, application of statutory or judicial law, or equity.

21 ix. In the event that any payment from the Net Settlement Fund is undeliverable or in the  
22 event a check is not cashed by the stale date (i.e., more than six months from the check’s issue date),  
23 the DTC Participants or the holder of a Closing Non-AST Record Position shall follow their  
24 respective policies with respect to further attempted distribution and only after that takes place will  
25 the *Cy Pres* distribution take place.

26 x. Co-Lead Counsel shall be responsible for supervising the administration of the  
27 Settlement and the disbursement of the Net Settlement Fund subject to Court approval. Co-Lead  
28 Counsel believe that this proposed administration and distribution represents a fair and efficient

1 means of applying the settlement consideration towards the resolution of all the claims and damages  
2 alleged in the Action.

3 xi. The Net Settlement Fund shall be distributed to Eligible Class Members only after the  
4 Effective Date of the Settlement and after: (a) all Administrative Costs, including Notice Costs, and  
5 Taxes, and any Fee and Expense Award, have been paid from the Settlement Fund or reserved; and  
6 (b) the Court has entered an order authorizing the specific distribution of the Net Settlement Fund  
7 (the “**Class Distribution Order**”). Co-Lead Counsel will apply to the Court, on notice to  
8 Defendants’ Counsel, for the Class Distribution Order.

9 xii. Payment pursuant to the Class Distribution Order shall be final and conclusive against  
10 all Class Members. Plaintiffs and Defendants, as well as their respective counsel, shall have no  
11 liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement  
12 Fund, the determination, administration, or calculation of any payment from the Net Settlement  
13 Fund, the nonperformance of the Settlement Administrator or a nominee holding shares on behalf  
14 of an Eligible Class Member, the payment or withholding of Taxes (including interest and penalties)  
15 owed by the Settlement Fund, or any losses incurred in connection therewith.

16 xiii. All proceedings with respect to the administration of the Settlement and distribution  
17 pursuant to the Class Distribution Order shall be subject to the exclusive jurisdiction of the Court.

18 (c) **Costs of Distribution:**

19 Co-Lead Counsel shall pay out of the Account all Administrative Costs associated with the  
20 allocation and distribution of the Net Settlement Fund (including the costs, if any, associated with  
21 escheat).

22 (d) **Investment and Disbursement of the Settlement Fund:**

23 i. The Settlement Fund deposited in accordance to Paragraph 2(a) above shall be  
24 invested in instruments backed by the full faith and credit of the United States Government or fully  
25 insured by the United States Government or an agency thereof, or if the yield on such instruments  
26 is negative, in an account fully insured by the United States Government or an agency thereof, and  
27 the proceeds of these instruments shall be reinvested as they mature in similar instruments at then-  
28

1 current market rates. The Settlement Fund shall bear all risks related to investment of the Settlement  
2 Fund and any proceeds thereof.

3 ii. The Settlement Fund shall not be disbursed except as provided in the Stipulation or  
4 by an order of the Court.

5 iii. The Settlement Fund shall be deemed and considered to be in *custodial legis* of the  
6 Court, and shall remain subject to the exclusive jurisdiction of that Court, until such time as such  
7 funds shall be distributed in accordance to the Stipulation and/or further order(s) of the Court.

8 **D. SCOPE OF THE SETTLEMENT**

9 3. Upon the Effective Date, the Released Plaintiff Parties shall thereupon be deemed to  
10 have fully, finally and forever, released, settled and discharged the Released Defendant Parties from  
11 and with respect to every one of the Released Plaintiffs' Claims, and shall thereupon be forever  
12 barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute or  
13 pursuing in any fashion any Released Plaintiffs' Claims against any of the Released Defendant  
14 Parties.

15 4. Upon the Effective Date, each of Released Defendant Parties shall thereupon be  
16 deemed to have fully, finally and forever, released, settled and discharged the Released Plaintiff  
17 Parties from and with respect to every one of the Released Defendants' Claims, and shall thereupon  
18 be forever barred and enjoined from commencing, instituting or prosecuting or pursuing in any  
19 fashion any of the Released Defendants' Claims against any of the Released Plaintiff Parties.

20 5. The contemplated releases given by the Settling Parties in this Stipulation extend to  
21 Released Plaintiffs' Claims and Released Defendants' Claims (collectively, "Released Claims") that  
22 the Settling Parties did not know or suspect to exist at the time of the release, which if known, might  
23 have affected the decision to enter into this Stipulation.

24 **E. SUBMISSION OF THE SETTLEMENT TO THE COURT FOR APPROVAL**

25 7. As soon as practicable after execution of this Stipulation, Plaintiffs shall (i) apply to  
26 the Court for entry of an Order in the form attached as **Exhibit A** outlining the Notice procedures  
27 and deadlines for the Settlement incorporated by reference hereto (the "**Preliminary Approval**  
28 **Order**"), providing for, among other things: (a) the preliminary approval of the Settlement; (b)

1 dissemination by mail of the Notice of Pendency and Proposed Settlement of Class Action (the  
2 “**Long-Form Notice**”), substantially in the form attached hereto as **Exhibit B**; (c) the publication  
3 of the Summary Notice of Pendency and Proposed Settlement of Class Action with Defendants (the  
4 “**Publication Notice**”), substantially in the form attached hereto as **Exhibit C**<sup>2</sup>; and (d) the  
5 scheduling of the Final Approval Hearing to consider: (1) the proposed Settlement, (2) the request  
6 that the Judgment be entered in all material respects in the form attached hereto as **Exhibit D**, (3)  
7 Co-Lead Counsel’s application for an award of attorneys’ fees and expenses, and (4) any objections  
8 to any of the foregoing; and (ii) take all reasonable and appropriate steps to seek and obtain entry  
9 of the Preliminary Approval Order.

10 8. Plaintiffs shall request at the Final Approval Hearing that the Court approve the  
11 Settlement and enter the Judgment.

12 9. The Settling Parties shall take all reasonable and appropriate steps to obtain Final  
13 entry of the Judgment in all material respects in the form attached hereto as Exhibit D.

14 **F. CONDITIONS OF SETTLEMENT**

15 10. The Effective Date of the Settlement shall be deemed to occur on the occurrence or  
16 waiver of all of the following events, which the Settling Parties shall use their best efforts to achieve:

17 (a) the Court’s entry of the Preliminary Approval Order in all material respects in the  
18 form attached hereto as **Exhibit A**;

19 (b) the Court’s entry of the Judgment in all material respect in the form attached hereto  
20 as **Exhibit D**;

21 (c) the Judgment becoming Final; and

22 (e) the full amount of the \$3,000,000 Settlement Payment having been paid into the  
23 Account in accordance with Paragraph 2(a) above.

24 11. Upon the occurrence of the Effective Date, any and all remaining interest or right of  
25 Defendants in or to the Settlement Fund, if any, shall be absolutely and forever extinguished and  
26 the Releases herein shall be effective.

27 \_\_\_\_\_  
28 <sup>2</sup> Collectively, the Long-Form Notice and Publication Notice shall be referred to as the  
“Notice.”



1     **G.     ATTORNEYS' FEES AND EXPENSES; INCENTIVE AWARDS**

2             12.     Co-Lead Counsel will apply to the Court for (a) an award of attorneys' fees, expenses,  
3     and costs incurred in connection with prosecuting the Litigation, plus any interest on such attorneys'  
4     fees, expenses, and costs at the same rate and for the same period as earned in the Settlement Fund  
5     (the "**Fee and Expense Award**"), plus (b) an Incentive Award to the Class Representatives for their  
6     time and expenses in representing the Class. Co-Lead Counsel's Fee and Expense Award and/or the  
7     Incentive Award is and will not be the subject of any agreement between Defendants and Plaintiffs  
8     or their respective counsel.

9             13.     An amount equal to the Fee and Expense Award shall be payable to Co-Lead Counsel  
10     from the Settlement Fund immediately upon the occurrence of the Effective Date. Similarly,  
11     Payment of the Incentive Award shall be made from the Settlement Fund.

12            14.     The disposition of the Fee and Expense Award and/or Incentive Award is not a  
13     material term of this Stipulation, and it is not a condition of this Stipulation that such application be  
14     granted. The Fee and Expense Award and/or Incentive Award may be considered separately from  
15     the proposed Stipulation. Any disapproval or modification of the Fee and Expense Award and/or  
16     Incentive Award by the Court or on appeal shall not affect or delay the enforceability of this  
17     Stipulation, provide any of the Settling Parties with the right to terminate the Settlement, or affect  
18     or delay the binding effect or finality of the Judgment and the release of the Released Plaintiffs'  
19     Claims. Final resolution of the Fee and Expense Award and/or Incentive Award shall not be a  
20     condition to the entry of the Judgment in the Action or effectiveness of the releases of the Released  
21     Plaintiffs' Claims.

22            15.     Co-Lead Counsel shall allocate the attorneys' fees awarded in a manner which they,  
23     in good faith and in their sole discretion, determine and believe is fair and equitable. Defendants  
24     and their counsel shall have no responsibility, authority, or liability with respect to the allocation of  
25     any fee and expense award among Plaintiffs' counsel in the Action.

26     **H.     STAY PENDING COURT APPROVAL**

27            16.     The Settling Parties agree not to initiate any proceedings related to the Action or  
28     prosecution of the Action against Defendants other than those incident to the Settlement itself

1 pending the occurrence of the Effective Date. The Settling Parties also agree to use their reasonable  
2 best efforts to seek the stay and dismissal of, and to oppose entry of any interim or final relief in  
3 favor of any Class Member in any other proceedings which challenge the Settlement or the Merger  
4 or otherwise assert or involve the commencement or prosecution of any Released Plaintiffs' Claims,  
5 either directly, representatively, derivatively, or in any other capacity, against any Released  
6 Defendant Party.

7 17. The Settling Parties will request the Court to order (in the Preliminary Approval  
8 Order) that, pending final determination of whether the Settlement should be approved, Plaintiffs  
9 and all Class Members are barred and enjoined from commencing, prosecuting, instigating, or in  
10 any way participating in the commencement or prosecution of any Released Plaintiffs' Claim, either  
11 directly, representatively, derivatively, or in any other capacity, against any Released Defendant  
12 Party.

### 13 **I. TAXES**

14 18. The Settling Parties agree that the Settlement Fund together with all interest earned  
15 on the Settlement Fund is intended to be a "qualified settlement fund" within the meaning of Treas.  
16 Reg. § 1.468B-1. The Settlement Administrator shall timely make such elections as necessary or  
17 advisable to carry out the provisions of this Section I, including, if necessary, the "relation-back  
18 election" (as defined in Treas. Reg. § 1.468B-1(j)(2)) back to the earliest permitted date. Such  
19 elections shall be made in compliance with the procedures and requirements contained in such  
20 Treasury regulations promulgated under § 1.468B of the Internal Revenue Code of 1986. It shall  
21 be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the  
22 necessary documentation for signature by all necessary parties, and thereafter to cause the  
23 appropriate filing to occur, and send copies of such filings to all counsel for the parties in the Action.

24 19. The Settlement Administrator shall timely and properly file all informational and  
25 other tax returns necessary or advisable with respect to the Settlement Fund (including, without  
26 limitation, the returns described in Treas. Reg. § 1.468B-2(k)). Such returns (as well as the election  
27 described in Paragraph 18 above) shall be consistent with this Section I and in all events shall reflect  
28

1 that all taxes (including any estimated taxes, interest or penalties) on the income earned by the  
2 Settlement Fund shall be paid out of the Settlement Fund as provided in Paragraph 22 below.

3 20. All taxes shall be paid timely out of the Settlement Fund, as directed and administered  
4 by Co-Lead Counsel, without further order of the Court. Any tax returns prepared for the Settlement  
5 Fund (as well as the election set forth herein) shall be consistent with this Section I and in all events  
6 shall reflect that all taxes on the income earned by the Settlement Fund shall be paid out of the  
7 Settlement Fund, as provided herein, and shall be timely filed by the Settlement Administrator, who  
8 shall send copies of such filings to counsel for all parties in the Action. Any costs for the preparation  
9 of applicable tax returns shall be paid from the Settlement Fund. Defendants and Released  
10 Defendant Parties shall not bear any tax liability in connection with the Settlement Fund, including  
11 any liability for income taxes owed by any Class Member by virtue of their receipt of payment from  
12 the Settlement Fund.

13 21. Defendants and their counsel agree to cooperate with Co-Lead Counsel as responsible  
14 for overseeing the administration of the Settlement Fund, and their tax attorneys, accountants and/or  
15 the Settlement Administrator, to the extent reasonably necessary to carry out and accomplish the  
16 provisions of this Section and of this Stipulation.

17 **J. OPT-OUT RIGHTS**

18 22. Prospective members of the Class shall have the right to opt out of, and request  
19 exclusion from, the Class and Settlement. Any prospective member of the Class who does not  
20 timely and validly request exclusion from the Class and Settlement shall be a Class Member and  
21 shall be bound by the terms of this Stipulation, the Settlement and Judgment. Any prospective  
22 member of the Class who timely and validly requests exclusion from the Class and Settlement shall  
23 be excluded from the Class and the Settlement.

24 23. The Notice shall describe the procedure whereby prospective members of the Class  
25 may exclude themselves from the Class and Settlement, which shall, at a minimum, provide that  
26 any such requests must be made in writing, no later than twenty-one (21) days prior to the Final  
27 Approval Hearing, and mailed by First-Class Mail postmarked to the address designated in the  
28 Notice.

1     **K.     TERMINATION OF SETTLEMENT; EFFECT OF TERMINATION; EFFECT OF**  
2     **PARTIAL APPROVAL OF SETTLEMENT**

3           24.     Subject to Paragraph 26 below, if either (i) the Court finally refuses to enter the  
4     Judgment in any material respect or alters the Judgment in any material respect prior to entry, or (ii)  
5     the Court enters the Judgment but on or following appellate review, the Judgment is modified or  
6     reversed in any material respect, the Settlement and this Stipulation shall be canceled and terminated  
7     unless each of the Settling Parties to this Stipulation, within ten business days from receipt of such  
8     ruling, agrees in writing with the other Settling Parties hereto to proceed with this Stipulation and  
9     Settlement, including only with such modifications, if any, as to which all other Settling Parties in  
10    their sole judgment and discretion may agree. In addition to the foregoing, Plaintiffs shall have the  
11    right to cancel and terminate the Settlement and this Stipulation in the event that the Settlement  
12    Payment is not timely paid in accordance with Paragraph 2(a) above. For purposes of this paragraph,  
13    an intent to proceed shall not be valid unless it is expressed in a signed writing. Neither a  
14    modification nor a reversal on appeal of the amount of fees, costs and expenses awarded by the  
15    Court to Co-Lead Counsel shall be deemed a material modification of the Judgment or this  
16    Stipulation.

17           25.     In addition to the foregoing, and subject to Paragraph 26 below, Defendants shall also  
18    have the option (which must be exercised unanimously by all Defendants with capacity to do so),  
19    but not the obligation, to terminate the Settlement and render this Stipulation null and void in the  
20    event that the aggregate number of shares of Anworth common stock held by persons or entities  
21    who would otherwise be Eligible Class Members, but who timely and validly opt out of the Class  
22    and Settlement pursuant to Paragraphs 22-23 above, exceeds the level (the “Opt-Out Threshold”)  
23    as set forth in a separate agreement (the “Supplemental Side Agreement”) executed between Co-  
24    Lead Counsel and Defendants’ Counsel on behalf of their respective clients to be filed with the  
25    Court within seven (7 ) days after the Opt-Out deadline. The Opt-Out Threshold may be disclosed  
26    to the Court for purposes of approval of the Settlement set forth in this Stipulation, as may be  
27    required by the Court, but such disclosure shall be carried out to the fullest extent possible in  
28

1 accordance with the practices of the Court so as to maintain the confidentiality of the Supplemental  
2 Side Agreement.

3 26. If this Stipulation is disapproved, canceled, or terminated pursuant to its terms or the  
4 Effective Date of the Settlement otherwise fails to occur, (i) Plaintiffs and Defendants shall be  
5 deemed to have reverted to their respective litigation status immediately before the execution of the  
6 Stipulation, they shall negotiate a new case schedule for the Action in good faith, and they shall  
7 proceed as if the Stipulation had not been executed and the related orders had not been entered; (ii)  
8 all of their respective claims and defenses as to any issue in the Action shall be preserved without  
9 prejudice in any way; and (iii) the statements made in connection with the negotiations of this  
10 Stipulation shall not be deemed to prejudice in any way the positions of any of the Settling Parties  
11 with respect to the Action, or to constitute an admission of fact of wrongdoing by any Settling Party,  
12 shall not be used or entitle any Settling Party to recover any fees, costs, or expenses incurred in  
13 connection with the Action, and neither the existence of this Stipulation nor its contents nor any  
14 statements made in connection with its negotiation or any settlement communications shall be  
15 admissible in evidence or shall be referred to for any purpose in the Action, or in any other litigation  
16 or judicial proceeding.

17 **L. MISCELLANEOUS PROVISIONS**

18 27. All of the exhibits attached hereto are incorporated by reference as though fully set  
19 forth herein. Notwithstanding the foregoing, if a conflict or inconsistency exists between the terms  
20 of this Stipulation and the terms of any exhibit attached hereto, the terms of the Stipulation shall  
21 prevail.

22 28. Defendants warrant that, as to the payments made or to be made on behalf of them, at  
23 the time of entering into this Stipulation and at the time of such payment they, or to the best of their  
24 knowledge any persons or entities contributing to the payment of the Settlement Payment, were not  
25 insolvent, nor will the payment required to be made by or on behalf of them render them insolvent,  
26 within the meaning of and/or for the purposes of the United States Bankruptcy Code, including §§  
27 101 and 547 thereof.

1           29. The Settling Parties intend this Stipulation and the Settlement to be a final and  
2 complete resolution of all disputes asserted or which could be asserted by Plaintiffs and any other  
3 Class Members against the Released Defendant Parties with respect to the Released Plaintiffs'  
4 Claims. Accordingly, Plaintiffs and their counsel and Defendants and their counsel agree not to  
5 assert in any forum that the Action was brought by Plaintiffs or defended by Defendants, as well as  
6 their respective counsel, in bad faith or without a reasonable basis. The Settling Parties agree that  
7 the amounts paid and the other terms of the Settlement were negotiated at arm's-length and in good  
8 faith by the Settling Parties, including through a mediation process supervised and conducted by  
9 Michelle Yoshida of Phillips ADR, and reflect the Settlement that was reached voluntarily after  
10 extensive negotiations and consultation with experienced legal counsel, who were fully competent  
11 to assess the strengths and weaknesses of their respective clients' claims or defenses.

12           30. The Settling Parties and their counsel shall not make any accusations of wrongful or  
13 actionable conduct by any Settling Party concerning the prosecution, defense, and resolution of the  
14 Action, and shall not otherwise suggest that the Settlement constitutes an admission of any claim or  
15 defense alleged in the Action.

16           31. The terms of the Settlement, as reflected in this Stipulation, may not be modified or  
17 amended, nor may any of its provisions be waived except by a writing signed on behalf of all Settling  
18 Parties (or their successors-in-interest).

19           32. The headings herein are used for the purpose of convenience only and are not intended  
20 by the Settling Parties to, and shall not, have legal effect.

21           33. The administration and consummation of the Settlement as embodied in this  
22 Stipulation shall be under the authority of the Court, and that Court shall retain exclusive jurisdiction  
23 for the purpose of entering orders providing for awards of attorneys' fees and expenses to Co-lead  
24 Counsel, and enforcing the terms of this Stipulation, including the distribution of the Net Settlement  
25 Fund to Class Members or enforcement of any judgment.

26           34. The waiver by one Party of any breach of this Stipulation by any other Party shall not  
27 be deemed a waiver of any other prior or subsequent breach of this Stipulation.

1           35. This Stipulation and its exhibits constitute the entire agreement among the Settling  
2 Parties concerning the Settlement and this Stipulation and its exhibits. All Parties acknowledge that  
3 no other agreements, representations, warranties, or inducements have been made by any Party  
4 hereto concerning this Stipulation or its exhibits other than those contained and memorialized in  
5 such documents.

6           36. This Stipulation may be executed in one or more counterparts, including by signature  
7 transmitted via facsimile, by electronic signature or by a .pdf/.tiff image of the signature transmitted  
8 via email. All executed counterparts and each of them shall be deemed to be one and the same  
9 instrument.

10           37. This Stipulation shall be binding upon and inure to the benefit of the successors and  
11 assigns of the Settling Parties, as well as the Released Plaintiff Parties and Released Defendant  
12 Parties, and any corporation, partnership, or other entity into or with which any such party hereto  
13 may merge, consolidate or reorganize.

14           38. The construction, interpretation, operation, effect and validity of this Stipulation and  
15 all documents necessary to effectuate it shall be governed by the laws of the State of California  
16 without regard to conflicts of laws.

17           39. Any action arising under or to enforce this Stipulation or any portion thereof shall be  
18 commenced and maintained only in the Court.

19           40. This Stipulation shall not be construed more strictly against one Settling Party than  
20 another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for  
21 one of the Settling Parties, it being recognized that it is the result of arm's-length negotiations  
22 between the Settling Parties and that all Settling Parties have contributed substantially and  
23 materially to the preparation of this Stipulation.

24           41. All counsel and all other persons executing this Stipulation and any of the exhibits  
25 hereto, or any related Settlement documents, warrant and represent that they have the full authority  
26 to do so and that they have the authority to take appropriate action required or permitted to be taken  
27 pursuant to the Stipulation to effectuate its terms.

1           42. Co-Lead Counsel and Defendants' Counsel agree to cooperate fully with one another  
2 in seeking from the Court the Preliminary Approval Order, as embodied in this Stipulation, and to  
3 use best efforts to promptly agree upon and execute all such other documentation as may be  
4 reasonably required to obtain final approval by the Court of the Settlement.

5           43. If any Settling Party is required to give notice to another Settling Party under this  
6 Stipulation, such notice shall be in writing and shall be deemed to have been duly given upon receipt  
7 of hand delivery or facsimile or email transmission, with confirmation of receipt. Notice shall be  
8 provided as follows:

9           If to Plaintiffs, Co-Lead Counsel:

**MONTEVERDE & ASSOCIATES PC**  
Attn: Juan E. Monteverde  
The Empire State Building  
350 Fifth Avenue, Suite 4405  
New York, NY 10118  
Tel: (212) 971-1341  
Fax: (212) 601-2610  
Email: [jmonteverde@monteverdelaw.com](mailto:jmonteverde@monteverdelaw.com)

**KAHN SWICK & FOTI, LLC**  
Michael Palestina  
1100 Poydras Street, Suite 960  
New Orleans, LA 70163  
Tel: (504) 455-1400  
Fax: (504) 455-1498  
Email: [michael.palestina@ksfcounsel.com](mailto:michael.palestina@ksfcounsel.com)

19  
20           If to Defendants:

**GREENBERG TRAURIG, LLP**  
Attn: Daniel J. Tyukody  
1840 Century Park East  
Suite 1900  
Los Angeles, CA 90067  
Tel: (310) 586-7723  
Email: [tyukodyd@gtlaw.com](mailto:tyukodyd@gtlaw.com)

25           44. Except as otherwise provided herein, each Settling Party shall bear its own costs.

26           45. Whether or not the Stipulation is approved by the Court and whether or not the  
27 Stipulation is consummated, or the Effective Date occurs, the Settling Parties and their counsel shall  
28



1 use their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts,  
2 documents signed and proceedings in connection with the Stipulation confidential.

3 46. All agreements made and orders entered during the course of the Action relating to  
4 the confidentiality of information shall survive this Settlement and be continuing, as limited only  
5 by the requirements of applicable California law.

6 47. No opinion or advice concerning the tax consequences of the proposed Settlement to  
7 individual Class Members is being given or will be given by the Settling Parties or their counsel;  
8 nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Class  
9 Member's tax obligations, and the determination thereof, are the sole responsibility of the Class  
10 Member, and it is understood that the tax consequences may vary depending on the particular  
11 circumstances of each individual Class Member.

12 Executed on June 15, 2023

13 By:   
14 Plaintiff, Sheila Baker

15 By: \_\_\_\_\_  
16 Plaintiff, Merle W. Bundick

17 By: \_\_\_\_\_  
18 Plaintiff, Benjamin Gigli

19 By: \_\_\_\_\_  
20 Defendant, Joseph E. McAdams

21 By: \_\_\_\_\_  
22 Defendant, Loyd McAdams

23 By: \_\_\_\_\_  
24 Defendant, Robert C. Davis

25 By: \_\_\_\_\_  
26 Defendant, Markk S. Maron

1 use their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts,  
2 documents signed and proceedings in connection with the Stipulation confidential.

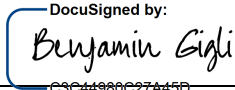
3 46. All agreements made and orders entered during the course of the Action relating to  
4 the confidentiality of information shall survive this Settlement and be continuing, as limited only  
5 by the requirements of applicable California law.

6 47. No opinion or advice concerning the tax consequences of the proposed Settlement to  
7 individual Class Members is being given or will be given by the Settling Parties or their counsel;  
8 nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Class  
9 Member's tax obligations, and the determination thereof, are the sole responsibility of the Class  
10 Member, and it is understood that the tax consequences may vary depending on the particular  
11 circumstances of each individual Class Member.

12 Executed on June \_\_, 2023

13 By: \_\_\_\_\_  
14 Plaintiff, Sheila Baker

15 By: \_\_\_\_\_  
16 Plaintiff, Merle W. Bundick

17 By:  \_\_\_\_\_  
18 Plaintiff, Benjamin Gigli  
19

20 By: \_\_\_\_\_  
21 Defendant, Joseph E. McAdams

22 By: \_\_\_\_\_  
23 Defendant, Loyd McAdams

24 By: \_\_\_\_\_  
25 Defendant, Robert C. Davis

26 By: \_\_\_\_\_  
27 Defendant, Markk S. Maron  
28

1 use their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts,  
2 documents signed and proceedings in connection with the Stipulation confidential.

3 46. All agreements made and orders entered during the course of the Action relating to  
4 the confidentiality of information shall survive this Settlement and be continuing, as limited only  
5 by the requirements of applicable California law.

6 47. No opinion or advice concerning the tax consequences of the proposed Settlement to  
7 individual Class Members is being given or will be given by the Settling Parties or their counsel;  
8 nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Class  
9 Member's tax obligations, and the determination thereof, are the sole responsibility of the Class  
10 Member, and it is understood that the tax consequences may vary depending on the particular  
11 circumstances of each individual Class Member.

12 Executed on June 14, 2023

13 By: \_\_\_\_\_  
14 Plaintiff, Sheila Baker

15 By: Merle W. Bundick  
16 Plaintiff, Merle W. Bundick

17 By: \_\_\_\_\_  
18 Plaintiff, Benjamin Gigli

19 By: \_\_\_\_\_  
20 Defendant, Joseph E. McAdams

21 By: \_\_\_\_\_  
22 Defendant, Loyd McAdams

23 By: \_\_\_\_\_  
24 Defendant, Robert C. Davis

25 By: \_\_\_\_\_  
26 Defendant, Markk S. Maron

obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

Executed on June \_\_\_\_\_, 2023

By:

Plaintiff, Sheila Baker

By:

Plaintiff, Merle W. Bundick

By:

Plaintiff, Benjamin Gigli

By:

Defendant, Joseph E. McAdams

By:

Defendant, Loyd McAdams

By:

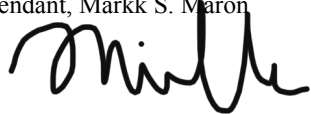
Defendant, Robert C. Davis

By:

Defendant, Markk S. Maron

By:

Defendant, Dominique Mielle



---

**MONTEVERDE & ASSOCIATES PC**

By:

David Bower (SBN 119546)  
600 Corporate Pointe, Suite 1170  
Culver City, CA 90230  
Tel: (310) 446-6652

**-and -**

Juan E. Monteverde (admitted *pro hac vice*)  
The Empire State Building  
350 Fifth Ave., Suite 4405  
New York, NY 10118  
Telephone: (212) 971-1341  
Facsimile: (212) 202-7880

**KAHN SWICK & FOTI, LLC**

By:

Michael Palestina (admitted *pro hac vice*)  
1100 Poydras Street, Suite 960  
New Orleans, LA 70163  
Tel: (504) 455-1400  
Fax: (504) 455-1498  
Email: [michael.palestina@ksfcounsel.com](mailto:michael.palestina@ksfcounsel.com)

Co-Lead Counsel for the Class

1 use their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts,  
2 documents signed and proceedings in connection with the Stipulation confidential.

3 46. All agreements made and orders entered during the course of the Action relating to  
4 the confidentiality of information shall survive this Settlement and be continuing, as limited only  
5 by the requirements of applicable California law.

6 47. No opinion or advice concerning the tax consequences of the proposed Settlement to  
7 individual Class Members is being given or will be given by the Settling Parties or their counsel;  
8 nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Class  
9 Member's tax obligations, and the determination thereof, are the sole responsibility of the Class  
10 Member, and it is understood that the tax consequences may vary depending on the particular  
11 circumstances of each individual Class Member.

12 Executed on June \_\_, 2023

13 By: \_\_\_\_\_  
14 Plaintiff, Sheila Baker


15 By: \_\_\_\_\_  
16 Plaintiff, Merle W. Bundick

17 By: \_\_\_\_\_  
18 Plaintiff, Benjamin Gigli

19 By: \_\_\_\_\_  
20 Defendant, Joseph E. McAdams

21 By: \_\_\_\_\_  
22 Defendant, Loyd McAdams

23 By: \_\_\_\_\_  
24 Defendant, Robert C. Davis

25 By:  \_\_\_\_\_  
26 Defendant, Markk S. Maron  
27  
28



1 use their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts,  
2 documents signed and proceedings in connection with the Stipulation confidential.

3 46. All agreements made and orders entered during the course of the Action relating to  
4 the confidentiality of information shall survive this Settlement and be continuing, as limited only  
5 by the requirements of applicable California law.

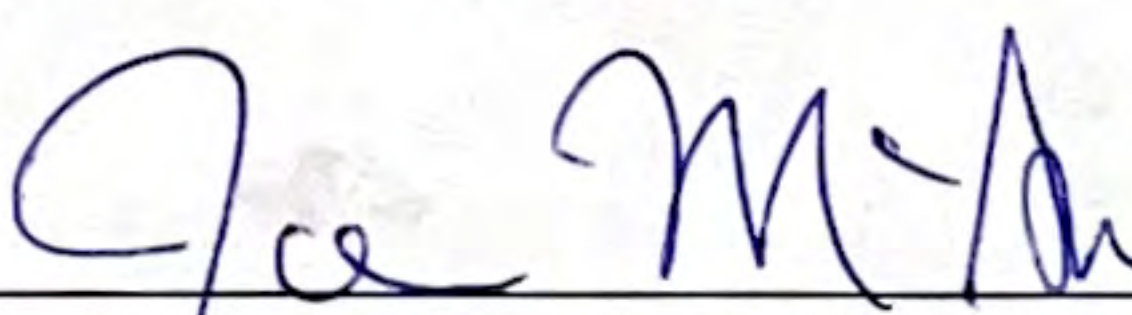
6 47. No opinion or advice concerning the tax consequences of the proposed Settlement to  
7 individual Class Members is being given or will be given by the Settling Parties or their counsel;  
8 nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Class  
9 Member's tax obligations, and the determination thereof, are the sole responsibility of the Class  
10 Member, and it is understood that the tax consequences may vary depending on the particular  
11 circumstances of each individual Class Member.

12 Executed on June \_\_, 2023

13 By: \_\_\_\_\_  
14 Plaintiff, Sheila Baker

15 By: \_\_\_\_\_  
16 Plaintiff, Merle W. Bundick

17 By: \_\_\_\_\_  
18 Plaintiff, Benjamin Gigli

19 By:  \_\_\_\_\_  
20 Defendant, Joseph E. McAdams

21 By: \_\_\_\_\_  
22 Defendant, Loyd McAdams

23 By: \_\_\_\_\_  
24 Defendant, Robert C. Davis

25 By: \_\_\_\_\_  
26 Defendant, Markk S. Maron



use their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts, documents signed and proceedings in connection with the Stipulation confidential.

46. All agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Settlement and be continuing, as limited only by the requirements of applicable California law.

47. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Class Members is being given or will be given by the Settling Parties or their counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

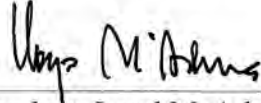
Executed on June \_\_, 2023

By: \_\_\_\_\_  
Plaintiff, Sheila Baker

By: \_\_\_\_\_  
Plaintiff, Merle W. Bundick

By: \_\_\_\_\_  
Plaintiff, Benjamin Gigli

By: \_\_\_\_\_  
Defendant, Joseph E. McAdams

By:  \_\_\_\_\_  
Defendant, Loyd McAdams

By: \_\_\_\_\_  
Defendant, Robert C. Davis

By: \_\_\_\_\_  
Defendant, Markk S. Maron

1 use their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts,  
2 documents signed and proceedings in connection with the Stipulation confidential.

3 46. All agreements made and orders entered during the course of the Action relating to  
4 the confidentiality of information shall survive this Settlement and be continuing, as limited only  
5 by the requirements of applicable California law.

6 47. No opinion or advice concerning the tax consequences of the proposed Settlement to  
7 individual Class Members is being given or will be given by the Settling Parties or their counsel;  
8 nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Class  
9 Member's tax obligations, and the determination thereof, are the sole responsibility of the Class  
10 Member, and it is understood that the tax consequences may vary depending on the particular  
11 circumstances of each individual Class Member.

12 Executed on June \_\_, 2023

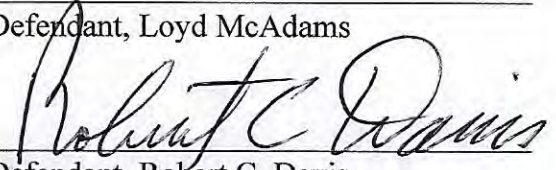
13 By: \_\_\_\_\_  
14 Plaintiff, Sheila Baker

15 By: \_\_\_\_\_  
16 Plaintiff, Merle W. Bundick

17 By: \_\_\_\_\_  
18 Plaintiff, Benjamin Gigli

19 By: \_\_\_\_\_  
20 Defendant, Joseph E. McAdams

21 By: \_\_\_\_\_  
22 Defendant, Loyd McAdams


23 By:  \_\_\_\_\_  
24 Defendant, Robert C. Davis

25 By: \_\_\_\_\_  
26 Defendant, Markk S. Maron

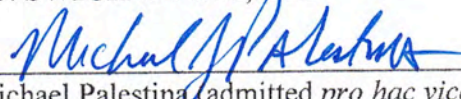


By: \_\_\_\_\_  
Defendant, Dominique Mielle

**MONTEVERDE & ASSOCIATES PC**

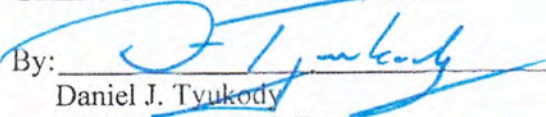
By:   
David Bower (SBN 119546)  
600 Corporate Pointe, Suite 1170  
Culver City, CA 90230  
Tel: (310) 446-6652  
-and -  
Juan E. Monteverde (admitted *pro hac vice*)  
The Empire State Building  
350 Fifth Ave., Suite 4405  
New York, NY 10118  
Telephone: (212) 971-1341  
Facsimile: (212) 202-7880

**KAHN SWICK & FOTI, LLC**

By:   
Michael Palestina (admitted *pro hac vice*)  
1100 Poydras Street, Suite ~~3200~~ 960  
New Orleans, LA 70163  
Tel: (504) 455-1400  
Fax: (504) 455-1498  
Email: [michael.palestina@ksfcounsel.com](mailto:michael.palestina@ksfcounsel.com)

Co-Lead Counsel for the Class

**GREENBERG TRAURIG, LLP**

By:   
Daniel J. Tyukody  
1840 Century Park East  
Suite 1900  
Los Angeles, CA 90067  
Tel: (310) 586-7723

Counsel for Defendants Joseph E. McAdams,  
Lloyd McAdams, Robert C. Davis, Mark S.  
Maron, and Dominique Mielle

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT “A”**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

SHEILA BAKER, Individually and on Behalf  
of All Others Similarly Situated,

Plaintiff,

vs.

JOSEPH E. MCADAMS, LLOYD  
MCADAMS, JOE E. DAVIS, ROBERT C.  
DAVIS, MARK S. MARON, and  
DOMINIQUE MIELLE,

Defendants.

Lead Case No. **21STCV07569**

Consolidated with cases 21STCV07571  
and 21STCV08413

Assigned to the Hon. Carolyn B. Kuhl,  
Dept. 12

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
PROVIDING FOR NOTICE**

Action Filed: February 24, 2021

1 WHEREAS, the plaintiffs (“Plaintiffs”) and the defendants (“Defendants”) in the above-  
2 entitled action (the “Action”) entered into an Amended Stipulation and Agreement of Settlement,  
3 Compromise, and Release dated June 15, 2023, (the “Stipulation” or “Settlement”),<sup>1</sup> which is subject  
4 to review by this Court and which, together with the Exhibits thereto, sets forth the terms and  
5 conditions for the Settlement of the claims in the Action; and the Court having read and considered  
6 the Stipulation and the accompanying documents; and the Parties having consented to the entry of this  
7 Order;

8 IT IS HEREBY ORDERED that:

9 1. For the purposes of this Settlement only, the Court certifies the following class (the  
10 “Class”): “The putative class of former Anworth stockholders who held Anworth common stock from  
11 December 6, 2020 (the date of the Merger) through and including on March 19, 2021 (the date upon  
12 which Anworth’s Merger with Ready Capital was consummated), as well as purchasers of Anworth  
13 stock during the period from December 6, 2020 through March 19, 2021 who still held Anworth stock  
14 as of March 19, 2021.”

15 2. The Court preliminarily finds and concludes that the Settlement as set forth in the  
16 Stipulation results from arm’s-length settlement negotiations, including mediation under the direction  
17 of an experienced mediator, Michelle Yoshida of Phillips ADR, and is sufficiently fair, reasonable,  
18 and adequate to warrant providing notice of the Settlement to the Class. As a result, the Court  
19 preliminarily approves the Settlement and adopts the terms of the Stipulation for the purpose of this  
20 Order Granting Preliminary Approval of Class Action Settlement and Providing for Notice (the  
21 “Order”).

22 3. A hearing (the “Settlement Hearing”) shall be held before the Court on \_\_\_\_\_,  
23 2023, at : .m. [at least 125 days from entry of this order], Department 12 of the Superior Court of  
24 the State of California, County of Los Angeles, located at 312 North Spring Street, Los Angeles, CA  
25 90012 to determine:

26 (a) whether the Settlement should be finally approved by the Court as fair,

27 <sup>1</sup> All capitalized terms herein have the same meanings as defined in the Stipulation, unless  
28 otherwise stated.

1 reasonable, and adequate;

2 (b) whether the the Judgment attached as Exhibit D to the Stipulation should be  
3 entered in all material respects;

4 (c) whether the proposed plan of distribution should be approved; and

5 (d) whether the Court should approve the award of Co-Lead Counsel's attorneys'  
6 fees and expenses (the "Fee and Expenses Award") and Plaintiff's Incentive Award.

7 4. Any moving papers filed in support of the final approval of the Settlement, the plan  
8 of distribution, the Fee and Expenses Award and/or Incentive Awards, shall be filed at least twenty-  
9 eight (28) calendar days prior to the deadline for objections reflected herein. All reply papers and  
10 the Supplemental Side Agreement shall be filed at least seven (7) calendar days prior to the  
11 Settlement Hearing.

12 5. The Court may adjourn or continue the Settlement Hearing or any part thereof,  
13 without further notice of any kind to the Class.

14 6. The Court may approve the Settlement at or after the Settlement Hearing with such  
15 modification as may be consented to by the Parties to the Stipulation and without further notice to  
16 the Class.

17 7. Co-Lead Counsel are hereby authorized to retain the firm of RG/2 Claims  
18 Administration, LLC ("Settlement Administrator") to supervise and administer the notice procedure  
19 as well as the processing of claims as more fully set forth below:

20 (a) Within fourteen (14) calendar days of the date of this Order (the "Notice  
21 Date"), the Settlement Administrator shall cause a copy of the Long-Form Notice,  
22 substantially in the form annexed as Exhibit B to the Stipulation, to be mailed, by First-Class  
23 Mail, postage prepaid, to all members of the Class who can be identified with reasonable  
24 effort. Not later than three (3) business days after the Settlement Administrator's receipt of  
25 any Long-Form Notice returned by the USPS as undeliverable, the Settlement Administrator  
26 shall re-mail the Long-Form Notice using any forwarding address provided by USPS. If the  
27 USPS does not provide a forwarding address, the Settlement Administrator shall conduct a  
28

1 Class member address search and re-mail the Long-Form Notice to the most current address  
2 obtained. The Settlement Administrator has no further obligation to make further attempts to  
3 locate or send the Long-Form Notice to members of the Class whose Long-Form Notice is  
4 returned by the USPS a second time;

5 (b) Within seven (7) calendar days of the Notice Date, the Settlement  
6 Administrator shall cause the Publication Notice, substantially in the form annexed as  
7 Exhibit C hereto, to be published once over PR Newswire, or other suitable online newswire;

8 (c) Within fourteen (14) calendar days of the Notice Date, the Settlement  
9 Administrator shall post on WEBSITE, the Stipulation and Notice;

10 (d) Within two (2) business days of filing, the Settlement Administrator shall post  
11 on WEBSITE Plaintiffs' motion for final approval of the Settlement, plan of distribution; and  
12 request for a Fee and Expense Award and/or Incentive Award; and

13 (e) At least seven (7) days prior to the Settlement Hearing, Co-Lead Counsel shall  
14 serve on Defendants' Counsel and file with the Court proof, by affidavit or declaration, of  
15 such mailing and publication.

16 8. The Court approves, in form and content, the Long-Form Notice, and the Publication  
17 Notice, substantially in the forms annexed as Exhibits B and C to the Stipulation, and finds that the  
18 giving of notice as specified herein meets the requirements of the California Code of Civil Procedure  
19 and due process, is the best notice practicable under the circumstances, including individual notice  
20 to all Class Members who can be identified through reasonable efforts, and shall constitute due and  
21 sufficient notice to all persons and entities entitled to receive notice.

22 9. All Class Members shall be bound by all determinations, releases and judgments in  
23 this Action, whether favorable or unfavorable, and regardless of whether such Persons seek or obtain  
24 by any means, any distribution from the Settlement Fund, unless they request exclusion from the  
25 Class in a timely and proper manner, as hereinafter provided. A Class Member wishing to make  
26 such request shall, no later than twenty-one (21) calendar days prior to the Settlement Hearing, mail  
27 a request for exclusion in written form by First-Class Mail postmarked to the address designated in  
28

1 the Notice. Such request for exclusion shall indicate the name, address and telephone number of  
2 the Person seeking exclusion, that the Person requests to be excluded from the Class, and must be  
3 signed by such Person. Such Persons requesting exclusion must also state the number of shares of  
4 Anworth common stock they held or owned from December 6, 2020 (the date of the Merger)  
5 through and including on March 19, 2021 (the date of the consummation of the Merger). The  
6 request for exclusion shall not be effective unless it is made in writing within the time stated above,  
7 and the exclusion is accepted by the Court. Class Members requesting exclusion from the Class  
8 shall not be entitled to receive any payment out of the Net Settlement Fund as described in the  
9 Stipulation and Notice. Upon receiving any request for exclusion, Co-Lead Counsel or the  
10 Settlement Administrator shall promptly, and in no case later than fifteen (15) calendar days prior  
11 to the Settlement Hearing, notify Defendants' Counsel of such request for exclusion and provide  
12 copies of such request for exclusion and any documentation accompanying it by email.

13 10. The Court will consider objections to the Settlement, the plan of distribution, the  
14 request for an Incentive Award to Plaintiffs for their representation of the Class, and/or the Fee and  
15 Expense Award. Any person wanting to object may do so in writing. Such objections and any  
16 supporting papers, accompanied by proof of Class membership, shall be filed with the Clerk of the  
17 Court, Superior Court of the State of California, County of Los Angeles, located at 312 North Spring  
18 Street, Los Angeles, CA 90012, and copies of all such papers served such that they are received no  
19 later than twenty-one (21) calendar days prior to the Settlement Hearing, upon the following: Juan  
20 Monteverde, Monteverde & Associates PC, The Empire State Building, 350 Fifth Avenue, Suite  
21 4405, New York, NY 10118, on behalf of the Plaintiffs and the Class. Persons who object in writing  
22 to the Settlement, the plan of distribution, and/or the Fee and Expense Award and/or Incentive  
23 Award and desire to present evidence at the Settlement Hearing must include in their written  
24 objections copies of any exhibits they intend to introduce into evidence at the Settlement Hearing.  
25 If an objector hires an attorney to represent him, her, or it for the purposes of making an objection,  
26 the attorney must both effect service of a notice of appearance on counsel listed above and file it  
27 with the Court by no later than twenty-one (21) calendar days prior to the Settlement Hearing. A  
28

1 Class Member who files a written objection does not have to appear at the Settlement Hearing for  
2 the Court to consider his, her or its objection. Any member of the Class who does not make his,  
3 her, or its objection in the manner provided shall be deemed to have waived such objection and shall  
4 be foreclosed from making any objection to the fairness or adequacy of the Settlement set forth in  
5 the Stipulation, to the plan of distribution, and to the award of attorneys' fees and expenses to Co-  
6 Lead Counsel unless the Court orders otherwise.

7 11. No Person that is not a Class Member or counsel to the Plaintiffs shall have any right  
8 to any portion of, or in the distribution of, the Settlement Fund unless otherwise ordered by the  
9 Court or otherwise provided in the Stipulation.

10 12. All funds held in the account maintained by Co-Lead Counsel and into which the  
11 Settlement Payment shall be deposited (the "Account") shall be deemed and considered to be in  
12 *custodia legis*, and shall remain subject to the jurisdiction of the Court, until such time as such funds  
13 shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

14 13. Neither the Released Defendant Parties nor their counsel shall have any responsibility  
15 for the plan of distribution or any application for attorneys' fees and expenses submitted by Co-  
16 Lead Counsel and such matters will be considered separately from the fairness, reasonableness, and  
17 adequacy of the Settlement.

18 14. If the Settlement, including any amendment made in accordance with the Stipulation,  
19 is not approved by the Court, is terminated in accordance with the Stipulation, or shall not become  
20 effective for any reason whatsoever, the Settlement and Stipulation (including any modification  
21 thereof), and any action taken or to be taken in connection therewith (including this Order and any  
22 judgment entered herein) shall be terminated and shall become null and void and of no further force  
23 and effect except that neither Plaintiffs nor any of his counsel shall have any obligation to repay any  
24 Administrative Costs.

25 15. Neither the Stipulation, nor any of its terms or provisions, nor any of the negotiations,  
26 discussions, or proceedings connected with it, nor any act performed or document executed pursuant  
27 to or in furtherance of the Stipulation or the Settlement, may be construed as an admission or  
28



1 concession by the Released Defendant Parties or Released Plaintiff Parties of the truth of any of the  
2 allegations in the Action, or of any liability, fault, or wrongdoing of any kind.

3 16. The Court retains jurisdiction over all proceedings arising out of or related to the  
4 Stipulation and/or the Settlement.

5 17. All proceedings in the Action, other than proceedings as may be necessary to carry  
6 out the terms and conditions of the Settlement, are hereby stayed and suspended until further order  
7 of this Court.

8 18. Without further order of the Court, the Parties may agree to reasonable extensions of  
9 time to carry out any of the provisions of this Order or the Stipulation.

10 19. If the Settlement provided for in the Stipulation shall be approved by the Court  
11 following the Settlement Hearing, a Judgment shall be entered as described in the Stipulation.

12 20. Pending final determination of whether the Settlement should be finally approved,  
13 neither the Plaintiffs, nor any Class Member, directly or indirectly, representatively, or in any other  
14 capacity, shall commence, prosecute, or participate in the commencement or prosecution of any  
15 Released Plaintiffs' Claim against any Released Defendant Party.

1 **IT IS SO ORDERED.**

2 Dated: \_\_\_\_\_

HONORABLE CAROLYN B. KUHL  
JUDGE OF THE SUPERIOR COURT

3  
4  
5 Submitted by:

6 **MONTEVERDE & ASSOCIATES PC**  
7 Juan E. Monteverde (admitted *pro hac vice*)  
8 The Empire State Building  
9 350 Fifth Avenue, Suite 4405  
New York, NY 10118  
Tel: (212) 971-1341  
Fax: (212) 601-2610

10 **KAHN SWICK & FOTI, LLC**  
11 Michael Palestina (admitted *pro hac vice*)  
12 1100 Poydras Street, Suite 960  
13 New Orleans, LA 70163  
Tel: (504) 455-1400  
Fax: (504) 455-1498

14 Co-Lead Counsel for the Class  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT “B”**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

SHEILA BAKER, Individually and on Behalf  
of All Others Similarly Situated,

Plaintiff,

vs.

JOSEPH E. MCADAMS, LLOYD  
MCADAMS, JOE E. DAVIS, ROBERT C.  
DAVIS, MARK S. MARON, and  
DOMINIQUE MIELLE,

Defendants.

Lead Case No. **21STCV07569**

Consolidated with cases 21STCV07571  
and 21STCV08413

Assigned to the Hon. Carolyn B. Kuhl,  
Dept. 12

**NOTICE OF PENDENCY OF CLASS  
ACTION, PROPOSED  
SETTLEMENT,  
SETTLEMENT HEARING AND  
RIGHT TO APPEAR**

Action Filed: February 24, 2021

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT,  
SETTLEMENT HEARING AND RIGHT TO APPEAR**

TO: RECORD AND BENEFICIAL HOLDERS OF ANWORTH MORTGAGE ASSET  
CORPORATION ("ANWORTH") COMMON STOCK FROM DECEMBER 6, 2020  
THROUGH AND INCLUDING MARCH 19, 2021, THE DATE OF THE  
CONSUMMATION OF ANWORTH'S MERGER WITH AFFILIATES OF READY  
CAPITAL CORPORATION (THE "MERGER"), INCLUDING ANY AND ALL OF THEIR  
RESPECTIVE SUCCESSORS-IN-INTEREST, SUCCESSORS, PREDECESSORS-IN-  
INTEREST, PREDECESSORS, REPRESENTATIVES, TRUSTEES, EXECUTORS,  
ADMINISTRATORS, ESTATES, HEIRS, ASSIGNS AND TRANSFEREES, IMMEDIATE  
AND REMOTE, AND ANY PERSON OR ENTITY ACTING FOR OR ON BEHALF OF,  
OR CLAIMING UNDER, ANY OF THEM, AND EACH OF THEM, TOGETHER WITH  
THEIR PREDECESSORS-IN-INTEREST, PREDECESSORS, SUCCESSORS-IN-  
INTEREST, SUCCESSORS, AND ASSIGNS (THE "CLASS").

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. THE PARTIES TO A SHAREHOLDER CLASS ACTION SUIT CONCERNING THE MERGER HAVE AGREED TO A PROPOSED SETTLEMENT AND YOU MAY BE ENTITLED TO COMPENSATION. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS LITIGATION AND

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>Do Nothing</b>	You will get a payment.
<b>Exclude Yourself</b>	Get no payment. This is the only option that allows you to ever bring a lawsuit against Defendants concerning the legal claims at issue in this case.
<b>Object to the Settlement and/or Attorneys' Fees and Expenses</b>	Write to the Court about why you don't like the Settlement, Plan of Allocation, or the requested attorneys' fees and expenses or incentive award.
<b>Go to a Hearing</b>	Ask to speak in Court about the fairness of the Settlement.

THE PROPOSED SETTLEMENT. IF THE COURT APPROVES THE PROPOSED SETTLEMENT, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS, REASONABLENESS AND ADEQUACY OF THE PROPOSED SETTLEMENT AND FROM PURSUING THE SETTLED CLAIMS (DEFINED HEREIN).

IF YOU HELD ANWORTH COMMON STOCK FOR THE BENEFIT OF ANOTHER, PLEASE PROMPTLY TRANSMIT THIS DOCUMENT TO SUCH BENEFICIAL OWNER.

**I. PURPOSE OF NOTICE**

Pursuant to an Order of the Superior Court of California for Los Angeles County (the "Court") dated \_\_\_\_\_, 2023, and further pursuant to California Code of Civil Procedure ("CCP") Section 382, this Notice is to inform you of (i) the Court's determination to provisionally certify the above-captioned action ("Action") pursuant to CCP § 382, (ii) the proposed settlement of the Action (the "Settlement") as provided for in a Amended Stipulation and Agreement of Settlement, Compromise, and Release (the "Stipulation") dated as of June 15, 2023, and (iii) your right to participate in a hearing to be held on \_\_\_\_\_, 2023 at \_\_.m., before the Court at Department 12 of the Superior Court of the State of California, County of Los Angeles, located at 312 North Spring Street, Los Angeles, CA 90012 (the "Settlement Hearing") to determine whether the Court should finally certify the Action pursuant to CCP § 382, approve the Settlement as fair, reasonable, adequate and in the best interests of the Class, including the releases provided therein, and consider the attorneys' fees and expenses to be paid to Co-Lead Counsel.

This Notice describes the rights you may have in the Action and pursuant to the Stipulation and what steps you may take, but are not required to take, in relation to the Settlement.

If the Court approves the Settlement, the parties will ask the Court at the Settlement Hearing to enter an Order and Final Judgment in accordance with the terms of the Stipulation.

**THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. IT IS BASED ON STATEMENTS OF THE PARTIES AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.**

## II. BACKGROUND

Anworth Mortgage Asset Corporation (“Anworth” or the “Company”) was a Maryland corporation, headquartered in California. Anworth was a specialty finance mortgage company. On December 6, 2020, Anworth entered into a definitive merger agreement, pursuant to which, on March 19, 2021, Anworth was acquired by Ready Capital Corporation (the “Merger”) and Anworth’s shareholders received \$0.61 in cash (the “Cash Consideration”) and 0.1688 shares of Ready Capital common stock (the “Exchange Ratio” and, together with the Cash Consideration, the “Merger Consideration”) for each share of Anworth common stock that they owned.

This litigation challenged the fairness of the Merger and Merger Consideration, alleging that the Merger was the product of a conflicted and flawed sales process and that resulted in Anworth’s minority shareholders receiving an inadequate price for their Anworth stock.

On February 24, 2021, this action was filed in the Los Angeles County Superior Court of the State of California (the “Court”), by Plaintiff Shelia Baker, a stockholder of Anworth alleging, among other things, that the Defendants had breached fiduciary duties to the Company’s stockholders in connection with the then-proposed Merger. Also on February 24, 2021 and March 2, 2021, Plaintiffs Merle W. Bundick and Benjamin Gigli, respectively, filed substantially similar complaints in connection with the then-proposed Merger.<sup>2</sup>

On May 26, 2021, all three cases were consolidated into the present action (the “Action”), and Monteverde & Associates PC and Kahn Swick & Foti, LLC were appointed as Co-Lead Counsel for the putative class (collectively referred to as “Co-Lead Counsel”). On June 15, 2021, Plaintiffs filed a Consolidated Class Action Complaint alleging breaches of fiduciary duty and violations of Md. Corps. & Ass’ns Code§ 2-405.1 (the “Consolidated Complaint”).

On August 13, 2021, Defendants filed a demurrer to the Consolidated Complaint. On December 2, 2021, following full briefing by the parties, the Court found in favor of the Plaintiffs, overruling the Defendants’ demurrer, holding that Plaintiffs had adequately stated a claim for breach of fiduciary duty.

Thereafter, the parties engaged in a dispute regarding the scope of discovery. Once that dispute was resolved, the parties engaged in significant written discovery and document productions.

On October 3, 2022, Co-Lead Counsel and Defendants’ Counsel participated in a full-day mediation session before Michelle Yoshida of Phillips ADR in an effort to resolve the Action. Before the Mediation, the parties exchanged mediation statements and exhibits, which addressed both liability and damages. The Mediation did not lead to resolution of the Action, and the parties continued to engage in discovery. During that time, the Settling Parties continued to engage in arm’s-length negotiations about the potential resolution of the Action. After extensive, arm’s-length negotiations, the Settling Parties reached an agreement in principle on December 23, 2022 to settle the Action for \$3,000,000 in cash, subject to approval by the Court.

## III. REASONS FOR THE SETTLEMENT

Plaintiffs believe that they brought the claims in good faith and continue to believe that such claims have legal merit, but believe that the Settlement allows the Company’s former minority shareholders to receive additional compensation for their Anworth shares while eliminating further litigation and delay of payment. Plaintiffs also believe that their efforts in prosecuting the Action

---

<sup>2</sup> In each case, Plaintiffs Baker, Bundick, and Gigli included Joe E. Davis, a former director of Anworth, as a named defendant, and Joe E. Davis remained a defendant in the Action until Plaintiffs dismissed Joe E. Davis on January 6, 2022, following his death.

1 have resulted in a significant benefit for Anworth's former stockholders which, under the  
2 circumstances, is fair, reasonable, and adequate.

3 Defendants have denied, and continue to deny, all allegations of wrongdoing, fault, liability,  
4 or damage to Plaintiffs or the Class, and deny that the merger process was conflicted or the price  
5 was inadequate. Defendants deny they engaged in any wrongdoing, deny that they acted improperly  
6 in any way, believe that they acted properly at all times, and maintain that they have committed no  
disclosure violations or any other breach of duty whatsoever in connection with the Merger or any  
public disclosures, but wish to settle solely because it will eliminate the uncertainty, distraction,  
burden, and expense of further litigation.

#### 7 **IV. CLASS ACTION DETERMINATION**

8 The Court has certified, for settlement purpose only, the following class (the "Class"): "The  
9 putative class of former Anworth stockholders who held Anworth common stock from December  
10 6, 2020 (the date of the Merger) through and including on March 19, 2021 (the date upon which  
Anworth's Merger with Ready Capital was consummated), as well as purchasers of Anworth stock  
during the period from December 6, 2020 through March 19, 2021 who still held Anworth stock as  
of March 19, 2021."

#### 11 **V. THE SETTLEMENT**

12 Plaintiffs' maximum recovery of damages at trial would be \$5.6 million, approximately  
13 \$0.05 per share. In consideration for the Settlement and entry of the Judgment and the releases  
14 provided herein, Defendants agree to provide the Class additional compensation of \$3,000,000 (the  
"Settlement Amount"). Any attorneys' fees, incentive awards, costs, expenses (including notice  
and administrative expenses) or other Court-approved deductions shall be paid out of — and shall  
not be in addition to — the Settlement Amount.

15 The Settlement Amount minus Court-approved deductions (the "Net Settlement Amount")  
16 will be distributed to all members of the Class who owned Anworth common stock from December  
17 6, 2020 (the date of the Merger) through and including on March 19, 2021 (the date upon which  
18 Anworth's Merger with Ready Capital was consummated) ("Eligible Class Members") on a pro rata  
basis, based on the number of outstanding Anworth shares owned by each such Eligible Class  
Member at that time. There were approximately 97,439,332 outstanding shares owned by Eligible  
Class Members at the time of the Merger. Accordingly, the expected payment, assuming the Court  
approves Co-Lead Counsel's request for attorneys' fees in the amount not to exceed one third of the  
Settlement Amount, will be approximately \$0.02 per share, but may vary based upon the amount of  
other Court-approved deductions and costs.

21 Inquiries or comments about the Settlement may be directed to the attention of Counsel for  
Plaintiffs as follows:

22 MONTEVERDE & ASSOCIATES PC  
23 Juan E. Monteverde  
24 The Empire State Building  
25 350 Fifth Avenue, Suite 4405  
New York, NY 10118  
Tel: (212) 971-1341  
Fax: (212) 202-7880

#### 26 **VI. SETTLEMENT HEARING**

27 The Court has scheduled a Settlement Hearing which will be held on \_\_\_\_\_, 2023  
28 at Department 12 of the Superior Court of the State of California, County of Los Angeles, located

at 312 North Spring Street, Los Angeles, CA 90012 at \_\_\_\_\_.m., in the Court at to:

(a) whether the Settlement should be approved by the Court as fair, reasonable, and adequate;

(b) whether the Judgment attached as Exhibit D to the Stipulation should be entered in all material respects;

(c) whether the proposed plan of distribution should be approved; and

(d) whether the Court should approve the award of Co-Lead Counsel's attorneys' fees and expenses (i.e., the "Fee and Expense Award").

The Court has reserved the right to adjourn the Settlement Hearing or any adjournment thereof, including the consideration of an award of attorneys' fees, without further notice of any kind other than oral announcement at the Settlement Hearing or any adjournment thereof.

The Court has also reserved the right to approve the Settlement at or after the Settlement Hearing with such modification(s) as may be consented to by the Parties to the Stipulation and without further notice to the Class.

## **VII. RIGHT TO APPEAR AND OBJECT**

If you are a member of the Class, you may object to the terms of the Settlement. Whether or not you object to the terms of the Settlement, you may also object to the requested attorneys' fees and expenses, the awards to Plaintiffs and/or the plan of distribution. In order for any objection to be considered, you must file a written statement, accompanied by proof of Class membership, with the Court, and send a copy to Co-Lead Counsel **such that it is received by \_\_\_\_\_, 2023**. The Court's address is Clerk of the Court, Superior Court of the State of California, County of Los Angeles, 312 North Spring Street, Los Angeles, CA 90012, and copies of all such papers served upon the following: Juan E. Monteverde, Esquire, Monteverde & Associates PC, 350 Fifth Avenue, Suite 4405, New York, NY 10118. Persons who object in writing to the Settlement, the plan of distribution, the Fee and Expense Application and desire to present evidence at the Settlement Hearing must include in their written objections copies of any exhibits they intend to introduce into evidence at the Settlement Hearing. If an objector hires an attorney to represent him, her, or it for the purposes of making an objection, the attorney must both effect service of a notice of appearance on counsel listed above and file it with the Court by no later than twenty-one calendar days prior to the Settlement Hearing. A member of the Class who files a written objection does not have to appear at the Settlement Hearing for the Court to consider his, her or its objection. Any objector may attend the Settlement hearing and make an objection whether he or she files a written objection or not. Any member of the Class who does not make his, her, or its objection in writing in the manner provided above, or appear in person to make an objection, shall be deemed to have waived such objection and shall be foreclosed from making any objection to the fairness or adequacy of the Settlement set forth in the Stipulation, to the plan of distribution, and to the award of attorneys' fees and expenses to Co-Lead Counsel and Plaintiffs for their representation of the Class, unless the Court orders otherwise.

## **VIII. RIGHT TO EXCLUDE YOURSELF FROM THE CLASS AND SETTLEMENT**

If you want to keep the right to sue or continue to sue Defendants on your own about the legal issues in this case, then you must take steps to get out of the Class and Settlement. This is called excluding yourself from, or "opting out" of, the Class and Settlement.

To exclude yourself from the Class and Settlement, you must write and send a letter to the Settlement Administrator by First-Class Mail stating that you want to be excluded from the Class



1 and Settlement in this Action. Your letter must include your name, address, telephone number, and  
2 must also be signed by you. Your letter must also include the number of shares of Anworth common  
3 stock you held or owned from December 6, 2020 through and including on March 19, 2021, the date  
4 of the consummation of the Merger.

5 Your exclusion request must be **postmarked no later than twenty-one (21) calendar days**  
6 **prior to the Settlement Hearing, or by [REDACTED], 2023, and sent to the Settlement**  
7 **Administrator at: [REDACTED]**

8 You cannot exclude yourself by phone or by e-mail. If you make a proper request for exclusion,  
9 you will not receive your share of the Settlement Payment, you cannot object to the Settlement and  
10 you will not be legally bound by anything that happens in this lawsuit. However, if you do not  
11 timely and validly request exclusion from the Class and Settlement, you shall be deemed a member  
12 of the Class and be legally bound by the terms of the Settlement, Stipulation and Order and Final  
13 Judgment in this Action.

#### 14 **IX. ORDER AND FINAL JUDGMENT OF THE COURT**

15 If the Court determines that the Settlement, as provided for in the Stipulation is fair,  
16 reasonable, and adequate and in the best interests of the Class, the Parties shall jointly request that  
17 the Court enter an Order and Final Judgment. The Order and Final Judgment shall, among other  
18 things:

- 19 (a) make final the Court's previous determination to certify provisionally the  
20 Action as a class action pursuant to CCP § 382;
- 21 (b) determine that the requirements of the Court Rules and due process have been  
22 satisfied in connection with the Notice;
- 23 (c) approve the Settlement as fair, reasonable, and adequate and in the best  
24 interests of the Class, including the releases contained therein;
- 25 (d) authorize and direct the performance of the Settlement in accordance with its  
26 terms and conditions and reserve jurisdiction to supervise the consummation  
27 of the Settlement;
- 28 (e) enter the Order and Final Judgment, as against any and all Defendants, and  
release the Released Defendant Parties and Released Plaintiff Parties (defined  
below) from the Released Claims (defined below);
- and
- (f) subject to Court approval, award attorneys' fees and expenses to Co-Lead  
Counsel and/or any Plaintiffs' incentive award from the Settlement Amount.

#### 29 **X. RELEASES**

30 Upon the Effective Date of the Settlement (as defined in the Stipulation), the Released  
31 Plaintiff Parties (as defined in the Stipulation), Plaintiffs and all Class Members, on behalf of  
32 themselves and their legal representatives, heirs, executors, administrators, estates, predecessors,  
33 successors, predecessors-in-interest, successors-in-interest, and assigns, and any person or entity  
34 acting for or on behalf of, or claiming under, any of them, shall thereupon be deemed to have fully,  
35 finally and forever, released, settled and discharged the Released Defendant Parties (as defined in  
36 the Stipulation) from and with respect to every one of the Released Plaintiffs' Claims (as defined in

the Stipulation), and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute or pursuing in any fashion any Released Plaintiffs' Claims against any of the Released Defendant Parties.

In addition, upon the Effective Date, each of Released Defendant Parties, on behalf of themselves and their legal representatives, heirs, executors, administrators, estates, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns, and any person or entity acting for or on behalf of, or claiming under, any of them, shall thereupon be deemed to have fully, finally and forever, released, settled and discharged the Released Plaintiff Parties from and with respect to every one of the Released Defendants' Claims (as defined in the Stipulation), and shall thereupon be forever barred and enjoined from commencing, instituting or prosecuting or pursuing in any fashion any of the Released Defendants' Claims against any of the Released Plaintiff Parties.

The foregoing releases extend to Released Plaintiffs' Claims and Released Defendants' Claims that the Settling Parties did not know or suspect to exist at the time of the release. Under the terms of the Stipulation and Settlement, the following definitions apply:

**1. "Released Plaintiff Parties"** means (i) Plaintiffs and all other Class Members; (ii) members of each individual Class Member's Immediate Family; (iii) all Class Members' past or present, current or former, direct or indirect, affiliates, associates, members, partners, limited partners, general partners, partnerships, limited partnerships, general partnerships, investment funds, investment advisors, investment managers, investors, shareholders, joint venturers, subsidiaries, parents, divisions, subdivisions, predecessors, successors, officers, directors, employees, agents, principals, owners, representatives, advisors, insurers and attorneys(including Co-Lead Counsel) of Plaintiffs and the Class Members and their respective affiliates; and (iv) the past or present, current or former, direct or indirect legal representatives, heirs, executors, trustees, beneficiaries, administrators, trusts, trustees, predecessors, successors, predecessors-in-interest, successors-in-interest and assigns of any of the foregoing.

**2. "Released Plaintiffs' Claims"** means any and all Claims that were asserted or could have been asserted by Plaintiffs in the Action on behalf of themselves and/or the Class, and any and all Claims, including Unknown Claims, that have been or could have been alleged based on the facts alleged in the Action by Plaintiffs against Released Defendant Parties in the Action and which relate to the sale of Anworth. The Released Plaintiffs' Claims shall not include claims to enforce the Stipulation or any part of it, and shall not include claims based on the conduct of any of the Settling Parties which occurs after the Effective Date.

**3. "Released Defendant Parties"** means Defendants, Joseph E. McAdams, Lloyd McAdams, Robert C. Davis, Mark S. Maron, and Dominique Mielle, as well as each of their respective past or present family members, spouses, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, distributees, foundations, agents, employees, fiduciaries, partners, control persons, partnerships, general or limited partners or partnerships, joint ventures, member firms, limited liability companies, corporations, affiliates, parents, subsidiaries, divisions, associated entities, stockholders, principals, officers, managers, directors, managing directors, members, managing members, managing agents, insurers, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, lenders, commercial bankers, attorneys, personal or legal representatives, accountants, insurers, co-insurers, reinsurers, and associates.

**4. "Released Defendants' Claims"** means any and all Claims, including Unknown Claims, that have been or could have been asserted in the action, or in any court, tribunal, forum or proceeding, by the Released Defendant Parties or any of their respective successors and assigns against any of the Released Plaintiff Parties, which arise out of or relate in any way to the institution,

1 prosecution, settlement, or dismissal of either of the Action; provided, however, that as used herein  
2 the term “Released Defendants’ Claims” shall not include the right to enforce this Stipulation or any  
3 part of it, and shall not include Claims based on the conduct of any of the Settling Parties which  
4 occurs after the Effective Date.

#### 5 **XI. CO-LEAD COUNSEL’S ATTORNEYS’ FEES AND EXPENSES AND INCENTIVE** 6 **AWARDS**

7 Co-Lead Counsel intends to petition the Court for an award of attorneys’ fees and expenses  
8 incurred in connection with the Action not to exceed one third of the Settlement Fund plus  
9 reimbursement of expenses up to \$36,000 (the “Fee and Expense Application”), which shall be paid  
10 out of— and shall not be in addition to — the Settlement Amount. Further, Plaintiffs will seek an  
11 incentive award of \$1,000 for each, which shall be paid out of – and shall not be in addition to – the  
12 Settlement Amount. Defendants have agreed not to oppose such Fee and Expense Application or  
13 Incentive Awards.

#### 14 **XII. NOTICE TO PERSONS OR ENTITIES HOLDING OWNERSHIP ON BEHALF OF** 15 **OTHERS**

16 Brokerage firms, banks and/or other persons or entities who held shares of the common stock  
17 of Anworth from December 6, 2020 through and including March 19, 2021, the date of the  
18 consummation of the Merger, for the benefit of others are directed promptly to send this Notice to  
19 all of their respective beneficial owners. If additional copies of the Notice are needed for forwarding  
20 to such beneficial owners, any requests for such copies may be made to:

21 RG/2 Claims Administration, LLC  
22 P.O. Box 59479  
23 Philadelphia, PA 19102-9479  
24 Phone (866) 742-4955  
25 Fax: (215) 827-5551  
26 Email: info@rg2claims.com

#### 27 **XIII. SCOPE OF THIS NOTICE**

28 This Notice is not all-inclusive. The references in this Notice to the pleadings in the Action,  
the Stipulation and other papers and proceedings are only summaries and do not purport to be  
comprehensive. A copy of the Stipulation is available at [website]. For the further details of the  
Action, including the claims and defenses that have been asserted by the parties, members of the  
Class are referred to the Court files in the Action. You or your attorney may examine the Court  
files during regular business hours of each business day at the office of the Clerk of the Court,  
Superior Court of the State of California, County of Los Angeles, 312 North Spring Street, Los  
Angeles, CA 90012.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**DO NOT CALL THE COURT.**

BY ORDER OF THE SUPERIOR COURT OF  
CALIFORNIA FOR LOS ANGELES COUNTY  
FOR THE STATE OF CALIFORNIA

\_\_\_\_\_  
Register in the Superior Court of California for Los  
Angeles County

Dated:

\_\_\_\_\_  
HONORABLE JOHN GALLAGHER JUDGE OF  
THE SUPERIOR COURT

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT “C”**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

SHEILA BAKER, Individually and on Behalf  
of All Others Similarly Situated,

Plaintiff,

vs.

JOSEPH E. MCADAMS, LLOYD  
MCADAMS, JOE E. DAVIS, ROBERT C.  
DAVIS, MARK S. MARON, and  
DOMINIQUE MIELLE,

Defendants.

Lead Case No. **21STCV07569**

Consolidated with cases 21STCV07571  
and 21STCV08413

Assigned to the Hon. Carolyn B. Kuhl,  
Dept. 12

**SUMMARY NOTICE OF PENDENCY  
OF CLASS ACTION, PROPOSED  
SETTLEMENT, SETTLEMENT  
HEARING, AND RIGHT TO APPEAR**

Action Filed: February 24, 2021

**SUMMARY NOTICE OF PENDENCY OF CLASS  
ACTION, PROPOSED SETTLEMENT, SETTLEMENT HEARING, AND RIGHT TO  
APPEAR**

TO: RECORD AND BENEFICIAL HOLDERS OF ANWORTH MORTGAGE ASSET  
CORPORATION ("ANWORTH") COMMON STOCK FROM DECEMBER 6, 2020  
THROUGH AND INCLUDING MARCH 19, 2021, THE DATE OF THE  
CONSUMMATION OF ANWORTH'S MERGER WITH AFFILIATES OF READY  
CAPITAL CORPORATION (THE "MERGER"), INCLUDING ANY AND ALL OF THEIR  
RESPECTIVE SUCCESSORS-IN-INTEREST, SUCCESSORS, PREDECESSORS-IN-  
INTEREST, PREDECESSORS, REPRESENTATIVES, TRUSTEES, EXECUTORS,  
ADMINISTRATORS, ESTATES, HEIRS, ASSIGNS AND TRANSFEREES, IMMEDIATE

1 AND REMOTE, AND ANY PERSON OR ENTITY ACTING FOR OR ON BEHALF OF,  
2 OR CLAIMING UNDER, ANY OF THEM, AND EACH OF THEM, TOGETHER WITH  
3 THEIR PREDECESSORS-IN-INTEREST, PREDECESSORS, SUCCESSORS-IN-  
4 INTEREST, SUCCESSORS, AND ASSIGNS (THE "CLASS"). 40,000

5 THE PARTIES TO A SHAREHOLDER CLASS ACTION SUIT CONCERNING THE  
6 MERGER HAVE AGREED TO A PROPOSED SETTLEMENT. YOU MAY BE  
7 ENTITLED TO COMPENSATION AS A RESULT OF THE PROPOSED SETTLEMENT  
8 IN THE ACTION CAPTIONED:

9 *BAKER v. MCADAMS, Et. Al.*, Lead Case No. 21STCV07569

10 YOU ARE HEREBY NOTIFIED, pursuant to California Code of Civil Procedure Section 382 and  
11 an Order of the Court, that the above-captioned action has been provisionally certified as a class  
12 action and that a settlement for \$3,000,000 has been proposed (the "Settlement"). Under the  
13 Settlement, the settlement amount, minus any Court-approved attorneys' fees, incentive awards of  
14 \$1,000 for each Plaintiff, expenses not to exceed \$36,000, and administrative costs estimated at  
\$45,000, will be distributed on a per share basis to Class members who owned shares of Anworth  
common stock from December 6, 2020 through and including March 19, 2021, the date of the  
consummation of the Merger. A hearing will be held before the Honorable Carolyn B. Kuhl in the  
Los Angeles County Superior Court, Department 12, located at 312 North Spring Street, Los  
Angeles, CA 90012, at                      on                     , 2023 to determine whether the Settlement should be  
approved by the Court as fair, reasonable, and adequate, and to consider the application of Co-Lead  
Counsel for attorneys' fees and reimbursement of expenses and incentive awards for the named  
Plaintiffs (the "Settlement Hearing").

15 IF YOU ARE A MEMBER OF THE CLASS DESCRIBED ABOVE, YOUR RIGHTS WILL BE  
16 AFFECTED BY THIS SETTLEMENT. IF THE COURT APPROVES THE SETTLEMENT,  
17 YOU WILL BE FOREVER BARRED FROM PURSUING THE RELEASED CLAIMS. You may  
18 obtain copies of the Stipulation of the Agreement of Settlement, Compromise, and Release,, a  
19 detailed Notice of Pendency of Class Action, Proposed Settlement, Settlement Hearing, and Right  
20 to Appear (the "Notice"), and instructions concerning your right to appear and object to the  
21 Settlement or award of attorneys' fees by visiting [the website] or contacting Co-Lead Counsel:

22 MONTEVERDE & ASSOCIATES PC

23 Juan E. Monteverde

24 The Empire State Building

25 350 Fifth Avenue, Suite 4405

26 New York, NY 10118

27 Tel: (212) 971-1341

28 Fax: (212) 202-7880

24 As described more fully in the Notice, you need not file a written objection in order to object and  
25 may appear at the Settlement Hearing personally to make an oral objection. In the event there is a  
26 written objection it shall be filed with the Court and served upon Co-Lead Counsel above such that  
27 they are received **no later than twenty-one (21) calendar days prior to the Settlement Hearing,**  
28 **or no later than                     , 2023.**

1 If you want to be excluded from the Class and Settlement, you must make a request in writing **no**  
2 **later than twenty-one (21) calendar days prior to the Settlement Hearing, or no later than**  
3 **[REDACTED], 2023.**

4 Further information may be obtained by contacting the Co-Lead Counsel listed above.

5 PLEASE DO NOT CALL THE COURT.

6 By Order of The Court  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



**EXHIBIT “D”**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

SHEILA BAKER, Individually and on Behalf  
of All Others Similarly Situated,

Plaintiff,

vs.

JOSEPH E. MCADAMS, LLOYD  
MCADAMS, JOE E. DAVIS, ROBERT C.  
DAVIS, MARK S. MARON, and  
DOMINIQUE MIELLE,

Defendants.

Lead Case No. **21STCV07569**

Consolidated with cases 21STCV07571  
and 21STCV08413

Assigned to the Hon. Carolyn B. Kuhl,  
Dept. 12

**[PROPOSED] ORDER AND FINAL  
JUDGMENT**

Action Filed: February 24, 2021

1 This matter having come before the Superior Court of the State of California for the County  
2 of Los Angeles (the “Court”) for hearing (the “Settlement Hearing”) on a motion for final approval  
3 of the terms of the Amended Stipulation and Agreement of Settlement, Compromise and Release  
4 dated June 15, 2023 (the “Stipulation”)<sup>3</sup>; and due and adequate notice of the Settlement Hearing  
5 having been given to the Class as ordered in the Court’s \_\_, 2023 Order Granting Preliminary  
6 Approval of Class Action Settlement and Providing for Notice (the “Order”); and the Court having  
7 considered the papers filed and proceedings herein and otherwise being fully informed, and good  
8 cause appearing therefore, it is now ORDERED, ADJUDGED AND DECREED THAT:

9 1. This Court has jurisdiction over the subject matter of this Action and over all of the  
10 parties to the Action, including all members of the Class.

11 2. This Order and Final Judgment (the “Judgment”) incorporates and makes part hereof  
12 to the Stipulation and (i) the Court-approved Long-Form Notice and (ii) Publication Notice  
13 (collectively, the “Notice”), which were filed with the Court as Exhibits B and C to the Stipulation.

14 3. The Notice given to the Class was the best practicable under the circumstances,  
15 including individual notice to all members of the Class who could be identified through reasonable  
16 effort along with the Publication Notice. The Notice provided due and adequate notice of the Action  
17 and of the matters set forth in the Stipulation, including the Settlement, and the Notice fully satisfied  
18 the requirements of state law and due process, and any other applicable law, statute or rule. A full  
19 opportunity to be heard has been afforded to all Parties and the Class.

20 4. Pursuant to §382 of the California Code of Civil Procedure and consistent with the  
21 preliminary certification granted in the Order, the Court hereby finally certifies a Class, for purposes  
22 of settlement only, of all record and beneficial holders and owners of Anworth common stock, from  
23 December 6, 2020 through and including March 19, 2021 (the date of the consummation of the  
24 Merger), including any and all of their respective successors-in-interest, successors, predecessors-  
25 in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns  
26 and transferees, immediate and remote, and any person or entity acting for or on behalf of, or

27  
28 <sup>3</sup> Except as otherwise expressly provided herein, all capitalized terms shall have the same meanings and/or definitions as set forth in the Stipulation.

1 claiming under, any of them, and each of them, together with their predecessors-in-interest,  
2 predecessors, successors-in-interest, successors, and assigns, but excluding: (i) Defendants, their  
3 Immediate Family, and any trust or other entity affiliated with or controlled by any Defendant, other  
4 than employees of such entities who were not directors or officers of such entities as of the Closing;  
5 (ii) any and all record and beneficial owners and holders of Anworth common stock who timely and  
6 validly opt out of the Class and Settlement pursuant to the procedures set forth in the Court's Order.

7         5. The Court hereby finds that the Settlement as set forth in the Stipulation should be  
8 approved in that the Settlement is, in all respects, fair, reasonable, and adequate to the Class.  
9 Accordingly, the Stipulation and the terms of the Settlement, as described in the Stipulation, are  
10 hereby approved in their entirety, pursuant to the requirements of §382 of the California Code of  
11 Civil Procedure and Rule 3.769 of the California Rules of Court. The Parties are hereby directed to  
12 effectuate the Settlement according to the terms of the Stipulation. The Parties and all Class  
13 Members are hereby bound by this Judgment and by the terms of the Settlement as set forth in the  
14 Stipulation.

15         6. The Parties are to bear their own costs and fees, except as otherwise provided in the  
16 Stipulation.

17         7. Upon the Effective Date, Plaintiffs, each and every Class Member, and all other  
18 Released Plaintiff Parties shall be deemed to have, and by operation of this Judgment shall have,  
19 fully, finally, and forever waived, released, relinquished, any and all Released Plaintiffs' Claims,  
20 which, as defined in the Stipulation, means any and all Claims, including Unknown Claims (as  
21 defined in the Stipulation) that were asserted or could have been asserted by Plaintiffs in the Action  
22 on behalf of themselves and/or the Class, and that are based on, arise out of, relate in any way, or  
23 involve the same set of operative facts as the claims asserted by Plaintiffs against the Released  
24 Defendant Parties in the Actions and which relate to the sale of Anworth; *provided, however*, that  
25 the term Released Plaintiffs' Claims shall not include claims to enforce the Stipulation or any part  
26 of it, and shall not include claims based on the conduct of any of the Settling Parties that occurs  
27 after the Effective Date.

28         8. Upon the Effective Date, Plaintiff's each and every Class Member, and all other

1 Released Plaintiff Parties shall be deemed to have fully, finally, and forever, released, settled, and  
2 discharged the Released Defendant Parties from and with respect to every one of the Released  
3 Plaintiffs' Claims, and shall thereupon be forever barred and enjoined from commencing,  
4 instituting, prosecuting, or continuing to prosecute any Released Plaintiffs' Claims against any of  
5 the Released Defendant Parties.

6 9. Upon the Effective Date, each of the Released Defendant Parties shall be deemed to  
7 have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished,  
8 and discharged Released Plaintiff Parties from the Released Defendants' Claims.

9 10. Neither this Judgment, the Stipulation nor the Settlement, nor any act performed or  
10 document executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may  
11 be deemed to be, or may be used as, a presumption, concession, or admission of, or evidence of, the  
12 validity of any Released Plaintiffs' Claim or of any wrongdoing or liability of the Released  
13 Defendant Parties; or (b) is or may be deemed to be, or may be used as, a presumption, concession,  
14 or admission of, or evidence of, any fault or omission of any of the Released Defendant Parties in  
15 any civil, criminal, or administrative proceeding in any court, administrative agency, or other  
16 tribunal; or (c) is or may be deemed to be an admission or evidence that any claims asserted by  
17 Plaintiff or his counsel were not valid in any civil, criminal, or administrative proceeding. The  
18 Released Defendant Parties may file the Stipulation and/or this Judgment in any action that may be  
19 brought against them in order to support a defense or counterclaim based on principles of res  
20 judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other  
21 theory of claim preclusion or issue preclusion or similar defense or counterclaim.

22 11. The Action is hereby concluded, provided however, and without affecting the finality  
23 of this Judgment in any way, this Court hereby retains jurisdiction over: (a) interpretation,  
24 implementation and enforcement of the Stipulation; and (b) all parties hereto for the purpose of  
25 enforcement and administration of the Settlement. This Judgment shall not discharge or release any  
26 claim to enforce, or any claim arising out of or relating to, any breach of the Stipulation.

27 12. In the event that the Settlement does not become effective in accordance with the  
28 terms of the Stipulation, or the Effective Date does not occur, then this Judgment shall be rendered

1 null and void to the extent provided by and in accordance with the Stipulation and shall be vacated  
2 and, in such event, all orders entered and releases delivered in connection herewith shall be null and  
3 void to the extent provided by and in accordance with the Stipulation.

4 13. Co-Lead Counsel are awarded attorneys' fees in the total sum of \$ \_\_\_\_\_  
5 in connection with those actions, which sum the Court finds to be fair and reasonable, and  
6 reimbursement of expenses in the amount of \$ \_\_\_\_\_ (the "Fee and Expense Award").  
7 Such sums shall be paid solely from the Settlement Fund, pursuant to the provisions of the  
8 Stipulation. No counsel representing any Plaintiff shall make any further or additional application  
9 for fees and expenses to the Court or any other court, nor shall counsel for any other Class Member  
10 make any further or additional application for fees and expenses to the Court pursuant to the  
11 Settlement. Co-Lead Counsel shall allocate the attorneys' fees awarded in a manner which they, in  
12 good faith and in their sole discretion, determine and believe is fair and equitable. Defendants and  
13 their counsel shall have no responsibility, authority, or liability with respect to the allocation of any  
14 fee and expense award among Plaintiffs' counsel in the Action.

15 14. Plaintiffs Sheila Baker, Merle W. Bundick, and Benjamin Gigli are awarded plaintiff  
16 incentive awards in the sum of \$ \_\_\_\_\_ each in connection with the Action, which sum the  
17 Court finds to be fair and reasonable to compensate them for their lost business and/or wages, time  
18 and out-of-pocket expenses, in connection with the prosecution of the Action on behalf of the Class.  
19 Such sum shall not preclude Plaintiffs from seeking payment of their *pro rata* shares of the  
20 Settlement Fund pursuant to the procedures and plan for allocating the Settlement Fund, and shall  
21 be paid solely from the Fee and Expense Award pursuant to the provisions of the Stipulation.

22 15. Any plan of distribution submitted by Class Counsel or any order entered regarding  
23 any attorneys' fee and expense application shall in no way disturb or affect this Judgment and shall  
24 be considered separate from this Judgment.

25 16. The Court finds that during the course of the Action, the Parties and their respective  
26 counsel at all times acted professionally and in compliance with California Code of Civil Procedure  
27 §128.7, and all other similar statutes or court rules with respect to any claims or defenses in the  
28 Action.

1           17. Without further order of the Court, the Parties may agree to reasonable extensions of  
2 time to carry out any of the provisions of the Stipulation.

3           18. There being no just reason for delay, the Court hereby directs that this Judgment be  
4 entered by the Clerk of the Court.

5           19. The *Cy Pres* Distribution will be paid to Legal Aid Foundation of Los Angeles

6           19. Pursuant to California Rules of Court, Rule 3.769(h), the Court retains jurisdiction over the  
7 parties with respect to enforcement of this Judgment under California Code of Civil Procedure  
8 Section 664.6.

9           20. Plaintiffs shall give notice of this Judgment to all Parties.

10 **IT IS SO ORDERED.**

11  
12 Dated: \_\_\_\_\_

HONORABLE CAROLYN B. KUHL  
JUDGE OF THE SUPERIOR COURT

13  
14  
15 Submitted by:

**MONTEVERDE & ASSOCIATES PC**  
Juan E. Monteverde (admitted *pro hac vice*)  
The Empire State Building  
350 Fifth Avenue, Suite 4405  
New York, NY 10118  
Tel: (212) 971-1341  
Fax: (212) 601-2610

**KAHN SWICK & FOTI, LLC**  
Michael Palestina (admitted *pro hac vice*)  
1100 Poydras Street, Suite 960  
New Orleans, LA 70163  
Tel: (504) 455-1400  
Fax: (504) 455-1498

16  
17  
18  
19  
20  
21  
22  
23  
24 Co-Lead Counsel for the Class  
25  
26  
27  
28

# **EXHIBIT B**



David E. Bower  
MONTEVERDE & ASSOCIATES PC  
600 Corporate Pointe, Suite 1170  
Culver City, California 90230  
Tel: 213-446-6652  
Fax: 212-202-7880

*Co-Lead Counsel for the Class*

*[Additional Counsel Listed on Signature Page]*

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

SHEILA BAKER, Individually and on Behalf  
of All Others Similarly Situated,

Plaintiff,

vs.

JOSEPH E. MCADAMS, LLOYD  
MCADAMS, JOE E. DAVIS, ROBERT C.  
DAVIS, MARK S. MARON, and  
DOMINIQUE MIELLE,

Defendants.

Lead Case No. 21STCV07569

Consolidated with:

Case No. 21STCV07571

Case No. 21STCV08413

**CORRECTED**  
**NOTICE OF PLAINTIFFS' MOTION FOR**  
**PRELIMINARY APPROVAL OF CLASS**  
**ACTION SETTLEMENT**

Date: April 18, 2023 (assigned by court)

Time: 10:30 a.m.

Dept.: 12 Spring Street

Judge: Carolyn B. Kuhl

Action Filed: February 24, 2021

Trial Date: Not Set

TO THE PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT, on April 18, 2023, Plaintiffs Sheila Baker, Benjamin Gigli, and Merle Bundick will make a motion before Department 12 of the above-captioned Court, located at 312 North Spring Street, Los Angeles, CA 90012, in accordance with CCP § 382 and Cal. Civ. Code § 1781, for an order ("Preliminary Approval Order") that provides for the: (a) preliminary approval of the settlement payment set forth in the Stipulation and Agreement of Compromise, Settlement, and Release, dated February 24, 2023 (the "Stipulation" submitted

herewith as Exhibit A to the Declaration of David E. Bower); (b) dissemination by first-class mail of the Notice of Pendency of Class Action, Proposed Settlement, Settlement Hearing, and Right to Appear (the “Long-Form Notice” submitted herewith as Exhibit B to the Stipulation); (c) publication in an online press release of the Summary Notice of Pendency of Class Action, Proposed Settlement, Settlement Hearing, and Right to Appear (the “Publication Notice” submitted herewith as Exhibit C to the Stipulation); and (d) scheduling of a final approval hearing to consider the following matters: (1) the proposed Settlement, (2) the request that the Proposed Order and Final Judgment be entered in all material respects in the form attached to the Stipulation as Exhibit D (3) Class Counsel’s application for an award of attorneys’ fees and expenses, and (4) any objections to any of the foregoing.

This motion is based upon the accompanying Memorandum of Points and Authorities, the Declaration of David E. Bower, the exhibits thereto, and all proceedings held herein.

Dated: March 1, 2023

**OF COUNSEL**

**MONTEVERDE & ASSOCIATES PC**

**MONTEVERDE & ASSOCIATES PC**

Juan E. Monteverde (admitted *pro hac vice*)  
Miles D. Schreiner (admitted *pro hac vice*)  
Jonathan T. Lerner (admitted *pro hac vice*)  
The Empire State Building  
350 Fifth Avenue, Suite 4405  
New York, NY 10118  
Tel: (212) 971-1341  
Fax: (212) 202-7880  
E-mail: jmonteverde@monteverdelaw.com

By: 

David E. Bower SBN 119546  
600 Corporate Pointe, Suite 1170  
Culver City, CA 90230  
Tel: 213-446-6652  
Fax: 212-202-7880  
Email: dbower@monteverdelaw.com

*Co-Lead Counsel for the Class*

*Co-Lead Counsel for the Class*

**KAHN SWICK & FOTI, LLC**

Michael Palestina  
1100 Poydras Street, Suite 3200  
New Orleans, Louisiana 70163  
Tel: 504-648-1843  
Fax: 504-455-1498  
Email: michael.palestina@ksfcounsel.com

*Co-Lead Counsel for the Class*

1  
2  
3  
4 **PROOF OF SERVICE**

5 STATE OF CALIFORNIA       }  
6  
7 COUNTY OF LOS ANGELES

8           I am employed in the County of Los Angeles, State of California, with my business address  
9 as 600 Corporate Pointe, Suite 1170, Culver City, California. I am over the age of 18 years, and I  
10 am not a party to this Action.

11           On March 1, 2023, I served the foregoing corrected NOTICE OF MOTION FOR  
12 PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT on interested parties in this  
13 action by sending a true copy thereof to the email addresses below:

14 **GREENBERG TRAURIG LLP**

15 Daniel J. Tyukody  
16 1840 Century Park East, Suite 1900  
17 Los Angeles, CA 90067  
18 Tel: (310) 586-7723  
19 Email: tyukodyd@gtlaw.com  
20 horowitzr@gtlaw.com  
21 linhardta@gtlaw.com  
22 phieferd@gtlaw.com

23 Counsel for Defendants

24 I sent a copy of this document via electronic mail to the email addresses above via Caseanywhere  
25 pursuant to the agreement of all parties for service of documents in this case.

26 I declare, under penalty of perjury, pursuant to the laws of the State of California, that the foregoing  
27 is true and correct.

28 March 1, 2023

  
\_\_\_\_\_  
David E Bower

David E. Bower  
MONTEVERDE & ASSOCIATES PC  
600 Corporate Pointe, Suite 1170  
Culver City, California 90230  
Tel: 213-446-6652  
Fax: 212-202-7880

*Counsel for Plaintiff Sheila Baker and  
Co-Lead Counsel for the Putative Class*

*[Additional Counsel Listed on Signature Page]*

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

SHEILA BAKER, Individually and on  
Behalf of All Others Similarly Situated,

Plaintiff,

vs.

JOSEPH E. MCADAMS, *et al.*,

Defendants.

Lead Case No. 21STCV07569

Consolidated with:

Case No. 21STCV07571

Case No. 21STCV08413

**[CORRECTED]**

**MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT OF PLAINTIFFS'  
MOTION FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

Hon. Carolyn B. Kuhl

**Date: April 18, 2023** (assigned by court)

**Time: 10:30 a.m.**

**Dept: 12 Spring Street**

Case filed February 28, 2021

Trial Date: Not set

**TO THE COURT AND ALL PARTIES COUNSEL OF RECORD:**

The following Memorandum of Points and Authorities is submitted in support of Plaintiffs' motion for Preliminary Approval of Class Action Settlement.

March 1, 2023

**MONTEVERDE & ASSOCIATES PC**

By:   
David E. Bower SBN 119546  
*Co-Lead Counsel for the Class*

**TABLE OF CONTENTS**

I.	INTRODUCTION .....	3
II.	FACTUAL BACKGROUND TO THE CLASS’S DAMAGES .....	4
III.	THE TERMS OF THE SETTLEMENT .....	6
IV.	THE PROPOSED SETTLEMENT WARRANTS PRELIMINARY APPROVAL .....	7
A.	The Applicable Standard.....	7
B.	The Proposed Settlement is Fair, Reasonable, and Adequate. It Should Receive this Court’s Preliminary Approval .....	8
C.	The Relief Provided by the Settlement Favors Preliminary Approval .....	9
V.	THE PROPOSED FORM OF NOTICE IS ADEQUATE .....	11
VI.	PROPOSED SCHEDULE .....	12
VII.	CONCLUSION .....	13

1     **I.     INTRODUCTION**

2             Plaintiffs Sheila Baker, Benjamin Gigli, and Merle Bundick, on behalf of themselves and  
3 each member of the Class,<sup>1</sup> hereby move for preliminary approval of the proposed class action  
4 settlement in this action (the “Action”), which arose out of the merger of Anworth Mortgage Asset  
5 Corporation with Ready Capital Corporation (the “Merger”). The Proposed Preliminary Approval  
6 Order submitted as Exhibit A to the Stipulation dated February 24, 2023<sup>2</sup> provides for the: (a)  
7 preliminary approval of the Settlement Payment set forth in the Stipulation; (b) dissemination by  
8 first-class mail of the Long-Form Notice submitted herewith as Exhibit B to the Stipulation; (c)  
9 publication online of the Publication Notice submitted herewith as Exhibit C to the Stipulation; and  
10 (d) scheduling of the Final Approval Hearing to consider the following matters: (1) the proposed  
11 Settlement, (2) the request that the Proposed Order and Final Judgment be entered in all material  
12 respects in the form attached to the Stipulation as Exhibit D, (3) Class Counsel’s application for an  
13 award of attorneys’ fees and expenses, (4) Plaintiffs’ incentive award, and (5) any objections to any  
14 of the foregoing.

15             As set forth below, Plaintiffs have achieved a \$3 million Settlement for the Class after  
16 extensive and thorough litigation and discovery. The Settlement is fair, reasonable, and adequate,  
17 especially in light of the facts that most merger litigation does not provide cash to shareholders and  
18 it is a significant recovery when compared against the most realistic measure of damages of \$5.6  
19 million for the Class, which strongly warrants preliminary approval. Accordingly, Plaintiffs request  
20 that the Court preliminarily approve the Settlement and enter the Proposed Preliminary Approval  
21 Order.

22  
23  
24  
25  
26             <sup>1</sup> Capitalized terms not otherwise defined herein have the meaning defined in the Stipulation.

27             <sup>2</sup> The Stipulation and related Exhibits are attached to the accompanying Declaration of David E.  
28 Bower (“Bower Decl.”) as Exhibit 1. “CC ¶¶” references are to Plaintiffs’ June 15, 2021  
Consolidated Complaint.

## II. FACTUAL BACKGROUND TO THE CLASS' DAMAGES<sup>3</sup>

Plaintiffs challenged the acquisition of Anworth Mortgage Asset Corporation ("Anworth" or the "Company") by Ready Capital Corporation ("Ready Capital") (previously defined as the "Merger"), for an implied value of \$2.94 per share, consisting of \$0.61 in cash and 0.1688 shares of Ready Capital stock per share of Anworth stock (the "Merger Consideration"). Plaintiffs alleged that the Merger was the result of an unfair and conflicted process orchestrated by Defendants,<sup>4</sup> who tilted the sales process in favor of Ready Capital because Ready Capital was the bidder most willing to cooperate with Defendants' plan to bump up the value of the Management Termination Fee that Anworth would pay to its external manager, Anworth Management LLC (the "Anworth Manager"), which was owned and controlled by the McAdams Defendants.<sup>5</sup> With Ready Capital's acquiescence, Defendants amended Anworth's original termination fee simultaneously with the execution of the Merger Agreement to increase the fee's value to a cool **\$20.3 million** – from a variable figure under the original termination fee formula that would have netted the Anworth Manager and the McAdams Defendants millions less. Defendant J. McAdams self-servingly elicited Ready Capital's consent to cover 100% of that bumped up, fixed fee.

In the consolidated complaint filed June 15, 2021 (the "Consolidated Complaint"), Plaintiffs alleged, inter alia, that J. McAdams used his influence as Chairman and Chief Executive Officer to

---

<sup>3</sup> This section is an introductory overview and compliance with Dunk/Kullar analysis.

<sup>4</sup> The Defendants are the former directors of Anworth. Defendant Joseph McAdams ("J. McAdams") was Anworth's President, Chief Executive Officer, and the Chairman of Anworth's Board of Directors. Defendant Lloyd McAdams ("L. McAdams," and together with J. McAdams, the "McAdams Defendants") had previously served as Anworth's Chairman and Chief Executive Officer and is J. McAdams' father. CC ¶¶ 5, 19, 20. Defendants Joe E. Davis ("J. Davis"), Robert C. Davis ("R. Davis"), Mark S. Maron ("Maron"), and Dominique Mielle ("Mielle") were the Anworth directors that comprised the special Strategic Review Committee that was formed in July 2019, disbanded the following month, and reactivated in November 2020, about a month before the Merger Agreement was executed. CC ¶¶ 21-24, 46-48.

<sup>5</sup> Prior to the Merger, Anworth was externally managed by Anworth Asset Management, LLC (the Anworth Manager), pursuant to the Anworth Management Agreement. The McAdams Defendants were the principal owners and employees of the Anworth Manager, which was supervised and directed by the Anworth Board of Directors. CC ¶¶ 5, 37. Each of the McAdams Defendants owned a 47.4% interest in the Anworth Manager. CC ¶¶ 37-38.

1 steer the transaction to a bidder (Ready Capital) willing to maximize the termination fee payable to  
2 Anworth Manager, thereby improperly diverting value from shareholders to the McAdams  
3 Defendants in breach of Defendants' fiduciary duties. Bower Decl. ¶¶2-10. A rational acquiror has  
4 no financial reason to care how the merger consideration it pays is split between a target company's  
5 management and shareholders—all that matters from a buyer's perspective is whether the cost of a  
6 transaction represents acceptable or better value to itself. On December 2, 2021, following full  
7 briefing by the parties, the Court overruled Defendants' demurrer, holding that Plaintiffs had  
8 adequately stated a claim for breach of fiduciary duty.

9       Thereafter, the parties engaged in a number of meet and confers related to discovery and  
10 disputes that arose regarding its scope, which they thereafter presented to the Court in a number of  
11 conferences. Eventually, all issues were resolved, and discovery ensued.

12       Discovery and investigation validated Plaintiffs' theory that Defendants had improperly  
13 diverted value to the McAdams Defendants by maximizing the value of Anworth Manager's  
14 termination fee. Specifically, Plaintiffs established that the fee paid to Anworth Manager under the  
15 original terms of the Anworth Management Agreement would have resulted in a termination fee to  
16 Anworth Manager (and by extension the McAdams Defendants) of approximately \$14.6 million, in  
17 contrast to the materially higher \$20.3 million fee ultimately paid. In brief, during the 24 month  
18 period relevant to calculating Anworth Manager's termination fee (Q3 2019 through Q2 2021),  
19 Anworth received management fees totaling approximately \$9,735,500. On an annualized basis,  
20 Anworth Manager therefore received approximately \$4,867,750 per year during this 24 month  
21 period. Three times that annualized amount is \$14,603,250, yielding an approximate termination fee  
22 for the Anworth Manager under the Anworth Management Agreement of \$14.6 million, meaning  
23 that Defendants' approval of the amended \$20.3 million termination fee shifted at least \$5.7 million  
24 in value from stockholders to the McAdams Defendants, resulting in \$5.6 million in damages when  
25 adjusted for the Class (after excluding Defendants). Plaintiffs believe that this shift of value  
26 constituted the core of the Class's damages and maximum realistic recovery. Bower Decl. ¶11.  
27  
28



1           These findings were based on Plaintiffs' collection, review, and analysis of board minutes,  
2 banker books, and communications from Defendants and third parties, totaling approximately  
3 40,000 pages of documents and communications; (ii) Plaintiffs' review and analysis of Anworth's  
4 material public corporate filings and Management Agreement; and (iii) Defendants' formal  
5 responses and objections to Plaintiffs' interrogatories and requests for admission. Bower Decl.  
6 ¶¶25-27.

7           On October 3, 2022, the parties participated in a full-day mediation session before Michelle  
8 Yoshida of Phillips ADR in an effort to resolve the Action. Before the Mediation, the parties  
9 exchanged mediation statements and exhibits, which addressed both liability and damages. The  
10 Mediation did not lead to resolution of the Action. ¶¶28-29.

11           Thereafter, the parties continued discovery. During that time, the Settling Parties also  
12 continued to engage in arm's-length negotiations about the potential resolution of the Action. After  
13 extensive, arm's-length negotiations, the Settling Parties reached an agreement in principle on  
14 December 23, 2022 to settle the Action for \$3,000,000.00 in cash, subject to approval by the Court.  
15 ¶¶25; 30-31.

16           Absent a Settlement, Plaintiffs would have proceeded to conclude discovery and likely faced  
17 summary judgment from Defendants or strong evidence at trial that there was no breach of fiduciary  
18 duty by the Defendants because the Management Termination Fee was approved by the Board and  
19 conducted at the direction of its legal advisors. Thus, the Class had a real risk of recovering nothing.  
20 Plaintiffs now move this Court for Preliminary Approval and submit that approval is warranted  
21 because the Settlement results in a significant recovery of approximately 54% of the Class's  
22 damages. Bower Decl. ¶38.

### 23 24 **III. THE TERMS OF THE SETTLEMENT**

25           Defendants have agreed to a Settlement Payment to the Class of \$3 million in exchange for  
26 the releases provided in the Stipulation and the dismissal of this Action with prejudice. Attorneys'  
27 fees, incentive awards, costs, expenses (including notice and administrative expenses) and any other  
28

1 Court-approved deductions will be paid out of the Settlement Payment. Bower Decl. ¶¶32-33. The  
2 resulting Net Settlement Amount will be distributed to all Eligible Class Members on a pro rata  
3 basis, based on the number of Anworth shares owned by each such Eligible Class Member  
4 immediately prior to the consummation of the Merger.

5 The Class will not need to submit a proof of claim. Instead, payment of the Settlement will  
6 be made directly to former Anworth shareholders through AST or DTC as described in the  
7 Stipulation at p. 13, § C2(b). This is the most efficient and comprehensive way to pay the Class.

8 As set forth below, Plaintiffs submit that the proposed Settlement is fair, reasonable and  
9 adequate to the Class, meriting preliminary approval.

#### 10 **IV. THE PROPOSED SETTLEMENT WARRANTS PRELIMINARY APPROVAL**

##### 11 **A. The Applicable Standard**

12 California public policy strongly favors resolving litigation through compromise. *Hamilton*  
13 *v. Oakland Sch. Dist.*, 219 Cal. 322, 329 (1933) (“it is the policy of the law to discourage litigation  
14 and to favor compromises”);<sup>6</sup> *see also Cent. & W. Basin Water Replenishment Dist. V. S. Cal.*  
15 *Water Co.*, 109 Cal. App. 4th 891, 912 (2003).

16 Preliminary approval is the first of three steps in the approval procedure for class action  
17 settlements. The second step is the dissemination of notice of the settlement, when required, to class  
18 members. The third step is a final settlement approval hearing at which evidence and argument  
19 concerning fairness, adequacy, and reasonableness of the settlement may be presented and class  
20 members may be heard regarding the settlement. *See* California Rule of Court, Rule 3.769; *Manual*  
21 *for Complex Litigation* § 30.41 (3d ed. 1995).

22 In determining whether preliminary approval is warranted, the sole issue before the Court is  
23 whether the proposed settlement is within the range of what might be found fair, reasonable, and  
24 adequate. *See Manual for Complex Litigation* § 13.14, at 173 (4th ed. 2004) (“First, the [court]  
25 reviews the proposal preliminarily to determine whether it is sufficient to warrant public notice and  
26 a hearing. If so, the final decision on approval is made after the hearing.”).

27 \_\_\_\_\_  
28 <sup>6</sup> All internal quotations and citations are omitted unless otherwise indicated.

As the *Manual for Complex Litigation* explains:

If the preliminary evaluation of the proposed settlement does not disclose grounds to doubt its fairness or other obvious deficiencies, such as unduly preferential treatment of class representatives or of segments of the class, or excessive compensation for attorneys, and appears to fall within the range of possible approval, the court should direct that notice under Rule 23(e) be given to the class members of a formal fairness hearing, at which arguments and evidence may be presented in support of and in opposition to the settlement.

*Manual for Complex Litigation*, *supra*, at 237. This standard is met here.

**B. The Proposed Settlement is Fair, Reasonable, and Adequate. It Should Receive this Court's Preliminary Approval**

The Settlement was aggressively negotiated by all parties. Further, the Settlement is presumptively fair because it was reached through arm's-length negotiations only after mediation between experienced counsel after litigation and discovery, and after a demurrer was briefed and decided. *See Apple Computer*, 91, Cal. App. 4th at 245 (“[A] presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.”).

Here, the \$3 million Settlement is within the range of possible approval under relevant case law and equals 54% of the Class's realistic damages. *See Matthew Steve v. Patrick F. Williams, et al.* Case No. 2017-0563-AGB (Del. Ch. Jan 15, 2019) (approving \$410k settlement fund); *In re Sauer-Danfoss, Inc. S'holders Litig.*, C.A. No. 8396-VCL, (Del. Ch. June 19, 2017) (Order) (settlement approved with approximately 1.46% price increase); *Adam Kleinman vs. Jonathan Couchman et al.*, C.A. No. 10552-CB (Del. Ch. Nov. 13, 2017) (\$1 million fund and awarding attorneys' fees representing 30% of the settlement fund plus expenses, roughly 50% for fees and expenses paid from fund); *In re TD Banknorth S'holders Litig.*, C.A. No. 2557-VCL, 2009 WL 1834308 (Del. Ch. June 25, 2009) (Order) (settlement approved with approximately 1.6% price increase); *In re El Paso Corp. S'holder Litig.*, C.A. No. 6949-CS, 2012 WL 6057331 (Del. Ch. Dec. 3, 2012) (Order) (approval with approximately 0.5% price increase).

1 Plaintiffs' Counsel has carefully considered and evaluated, *inter alia*, the relevant legal  
2 authorities and evidence, the likelihood of prevailing on the Class's claims, and the risks of  
3 continued litigation. In consideration of these factors, Counsel has concluded that the Settlement is  
4 fair, reasonable, and adequate to the Class. *See Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d  
5 615, 625 (9th Cir. 1982) ("[T]he court's intrusion upon what is otherwise a private consensual  
6 agreement negotiated between the parties to a lawsuit must be limited to the extent necessary to  
7 reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or  
8 collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair,  
9 reasonable and adequate to all concerned.").

10 Plaintiffs' Counsel believes that the Settlement is fair based on their significant experience  
11 in complex class action litigation and experience negotiating numerous class action settlements  
12 throughout the country. Bower Decl. ¶¶39-40. Counsel's belief that the Settlement is fair warrants  
13 significant credence from the Court. *See 7-Eleven Owners for Fair Franchising v. Southland Corp.*,  
14 85 Cal. App. 4th 1135, 1152 (2000); *see also In re First Capital Holdings Corp. Fin. Prods. Sec.*  
15 *Litig.*, No. MDL 901, 1992 U.S. Dist. LEXIS 14337, at \*12, (C.D. Cal. June 10, 1992) (finding  
16 belief of counsel that proposed settlement represented the most beneficial result for the class is a  
17 compelling factor in approving the settlement).

### 18 **C. The Relief Provided by the Settlement Favors Preliminary Approval**

19 In evaluating the fairness of the consideration offered in settlement, it is not the role of the  
20 court to second-guess the negotiated resolution of the parties. *Hanlon v. Chrysler Corp.*, 150 F.3d  
21 1011, 1027 (9th Cir. 1998).

22 [T]he court's intrusion upon what is otherwise a private, consensual agreement  
23 negotiated between the parties to a lawsuit must be limited to the extent necessary to  
24 reach a reasoned judgment that the agreement is not the product of fraud or  
overreaching by, or collusion between, the negotiating parties, and that the  
settlement, taken as a whole, is fair, reasonable and adequate to all concerned.

25 *Id.* *See also In re Cellphone Termination Fee Cases*, 180 Cal. App. 4th 1110, 1117-18 (2009) ("Due  
26 regard should be given to what is otherwise a private consensual agreement between the parties.").

1           The issue is not whether the settlement could have been better in some fashion, but whether  
2 it is fair: “Settlement is the offspring of compromise; the question we address is not whether the  
3 final product could be prettier, smarter or snazzier, but whether it is fair, adequate and free from  
4 collusion.” *Hanlon*, 150 F.3d at 1027.

5           Here, the Settlement provides for substantial relief to the Class. The Net Settlement Fund,  
6 assuming the Court approves Counsel’s request for attorneys’ fees in the amount of 1/3 of the  
7 Settlement Fund plus reimbursement of expenses, will result in a recovery of 36% of the realistic  
8 damages for the Class (approx. \$0.02 per share). Bower Decl. ¶38. This recovery provides Class  
9 Members the opportunity to obtain additional consideration for their Anworth stock beyond the  
10 \$2.94 in implied value per share that they received in the Merger. The Settlement is also a fair  
11 recovery relative to the improper diversion—as alleged and investigated by Plaintiffs—of  
12 approximately \$5.7 million to Anworth Manager and the McAdams Defendants in connection with  
13 the Merger. Bower Decl. ¶¶9-11.

14           The benefits of the Settlement must also be balanced against the expense and delay of  
15 further litigation. *See 7-Eleven*, 85 Cal. App. 4th at 1151. *See also, In re Cellphone Termination Fee*  
16 *Cases*, 180 Cal.App.4th at 1117 (citing *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801  
17 (1996); “[The Court] should consider relevant factors, such as ... the risk, expense, complexity and  
18 likely duration of further litigation, the risk of maintaining class action status through trial...”).  
19 These considerations support granting preliminary approval.

20           An evaluation of the Settlement must be tempered by the recognition that any compromise  
21 involves concessions by a settling party. Indeed, the very essence of a settlement agreement is  
22 compromise, “a yielding of absolutes and an abandoning of highest hopes.” *Officers for Justice v.*  
23 *Civil Serv. Comm’n*, 688 F.2d 615, 624 (9th Cir. 1982). Accordingly, the fact that the Settlement  
24 Class potentially could have achieved a better recovery after trial does not preclude the Court from  
25 finding that the settlement is within a “range of reasonableness” that is appropriate for approval.

26           Although the Settling Parties believe the Settlement merits final approval, at this time, the  
27 Court need not make that determination. The Court is being asked to permit notice of the terms of  
28

1 the settlement to be given to the Settlement Class and to schedule a hearing to consider any views  
2 by Settlement Class members of the fairness of the Settlement.

3 **V. THE PROPOSED FORM OF NOTICE IS ADEQUATE**

4 Under California law, “notice of the final approval hearing must be given to the class  
5 members in the manner specified by the court. The notice must contain an explanation of the  
6 proposed settlement and procedures for class members to follow in filing written objections to it and  
7 in arranging to appear at the settlement hearing and state any objections to the proposed settlement.”  
8 *In re Cellphone Fee Termination Cases*, 186 Cal. App. 4th 1380, 1390 (2010), quoting California  
9 Rule of Court 3.769(f).<sup>7</sup>

10 Trial courts have “virtually complete discretion as to the manner of giving notice to class  
11 members.” *In re Cellphone Fee Termination Cases*, 186 Cal. App. 4th 1380, 1390 (2010), as  
12 modified (July 27, 2010). Notice by publication is generally considered adequate. *See Wershba v.*  
13 *Apple Computer, Inc.*, 91 Cal. App. 4th 224, 251 (2001) (“Where the membership of a class is large,  
14 such as in this case, and individual damages are minimal, notice by publication alone may have  
15 been adequate.”); *Cooper v. Am. Sav. & Loan Assn.*, 55 Cal. App. 3d 274, 285 (1976) (“[W]hen the  
16 membership of the class is huge, the damages are minimal, and res judicata and the other problems .  
17 . . are insignificant, notice by publication is adequate.”).

18 Additionally, California Rule of Court 3.766(f) supports the specific notice program  
19 recommended in this Action and provides the Court wide latitude in ordering the means of notice,  
20 stating:

21  
22  
23 <sup>7</sup> See also California Rule of Court 3.766(e), which provides the manner for giving notice:  
In determining the manner of the notice, the court must consider:

- 24 (1) The interests of the class;  
25 (2) The type of relief requested;  
26 (3) The stake of the individual class members;  
27 (4) The cost of notifying class members;  
28 (5) The resources of the parties;  
(6) The possible prejudice to class members who do not receive notice; and  
(7) The res judicata effect on class members.

1 If personal notification is unreasonably expensive or the stake of individual class  
2 members is insubstantial, or if it appears that all members of the class cannot be  
3 notified personally, the court may order a means of notice reasonably calculated to  
4 apprise the class members of the pendency of the action-for example, publication in  
5 a newspaper or magazine; broadcasting on television, radio, or the Internet; or  
6 posting or distribution through a trade or professional association, union, or public  
7 interest group.

8 Here, the Long-Form Notice (Exhibit B to Stipulation) and Publication Notice (Exhibit C to  
9 Stipulation) provide all requisite information, including the manner by which a Class member can  
10 obtain more detailed information regarding the Action and Settlement. Further, the Long-Form  
11 Notice will be mailed by First-Class Mail to all members of the Class who can be identified with  
12 reasonable effort, and the Publication Notice will be published over PR Newswire or other suitable  
13 online newswire. Notice to the class is therefore proper.

#### 14 **VI. PROPOSED SCHEDULE**

15 In connection with preliminary approval of the settlement, the Settling Parties request that  
16 the Court establish dates by which the Notice will be sent to the Settlement Class and the date for  
17 the final approval hearing. The parties suggest the following schedule:

<b>EVENT</b>	<b>DATE</b>
Notice disseminated pursuant to Court's Order	<p>Within fourteen (14) calendar days of the date of this Order (the "Notice Date"), the Settlement Administrator shall cause a copy of the Long-Form Notice, substantially in the form annexed as Exhibit B to the Stipulation, to be mailed, by First-Class Mail, postage prepaid, to all members of the Class who can be identified with reasonable effort.</p> <p>Within seven (7) calendar days of the Notice Date, the Settlement Administrator shall cause the Publication Notice, substantially in the form annexed as Exhibit C to the Stipulation, to be published once over PR Newswire, or other suitable online newswire.</p> <p>Within fourteen (14) calendar days of the Notice Date, the Settlement Administrator shall post on a website to be determined, the Stipulation and Notice.</p>

	Within two (2) business days of filing, the Settlement Administrator shall post on a website to be determined Plaintiffs' motion for final approval of the Settlement, plan of distribution; and request for a Fee and Expense Award and/or Incentive Award.
Date by which Plaintiffs shall file a Proof of Publishing of the Publication Notice	Seven (7) calendar days before the Settlement Hearing
Date by which members of the Class must request exclusion in written form	Twenty-one (21) calendar days prior to the Settlement Hearing
Date by which members of the Settlement Class must object to the Settlement	Twenty-one (21) calendar days prior to the Settlement Hearing
Date by which to file papers in support of final approval of the Settlement	To be determined by the Court
Settlement Hearing	To be determined by the Court

## VII. CONCLUSION

After weighing the benefits of this Settlement against the uncertainty and risks of continued litigation, Plaintiffs and their counsel have concluded that the proposed Settlement is fair, reasonable and adequate and warrants preliminary approval. Thus, Plaintiffs request that the Court preliminarily approve the Settlement and enter the Proposed Preliminary Approval Order.

Dated: March 1, 2023

### OF COUNSEL

### MONTEVERDE & ASSOCIATES PC

#### MONTEVERDE & ASSOCIATES PC

Juan E. Monteverde (admitted *pro hac vice*)  
Miles D. Schreiner (admitted *pro hac vice*)  
Jonathan T. Lerner (admitted *pro hac vice*)  
The Empire State Building  
350 Fifth Avenue, Suite 4405  
New York, NY 10118  
Tel: (212) 971-1341  
Fax: (212) 202-7880  
E-mail: jmonteverde@monteverdelaw.com

By: 

David E. Bower SBN 119546  
600 Corporate Pointe, Suite 1170  
Culver City, CA 90230  
Tel: 213-446-6652  
Fax: 212-202-7880  
Email: dbower@monteverdelaw.com

*Co-Lead Counsel for the Class*



1 *Co-Lead Counsel for the Class*  
2

3 **KAHN SWICK & FOTI, LLC**

4 Michael Palestina

5 1100 Poydras Street, Suite 3200

6 New Orleans, Louisiana 70163

7 Tel: 504-648-1843

8 Fax: 504-455-1498

9 Email: michael.palestina@ksfcounsel.com  
10

11 *Co-Lead Counsel for the Class*  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA }

3 COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California, with my business address

5 as 600 Corporate Pointe, Suite 1170, Culver City, California. I am over the age of 18 years, and I

6 am not a party to this Action.

7

8 On March 1, 2023, I served the foregoing corrected POINTS AND AUTHORITIES IN

9 SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

on interested parties in this action by sending a true copy thereof to the email addresses below:

10 **GREENBERG TRAUIG LLP**

11 Daniel J. Tyukody  
1840 Century Park East, Suite 1900  
Los Angeles, CA 90067  
Tel: (310) 586-7723  
Email: tyukodyd@gtlaw.com  
horowitzr@gtlaw.com  
linhardt@gtlaw.com  
phieferd@gtlaw.com

14 Counsel for Defendants

15

16 I sent a copy of this document via electronic mail to the email addresses above via Caseanywhere

17 pursuant to the agreement of all parties for service of documents in this case.

18 I declare, under penalty of perjury, pursuant to the laws of the State of California, that the foregoing

19 is true and correct.

20 March 1, 2023



21 \_\_\_\_\_

22 David E Bower

23

24

25

26

27

28

# **EXHIBIT B-1**

Electronically Received 06/16/2023 12:20 PM

**FILED**  
Superior Court of California  
County of Los Angeles

**06/30/2023**

David W. Slayton, Executive Officer / Clerk of Court

By: L. McGreené Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

SHEILA BAKER, Individually and on Behalf  
of All Others Similarly Situated,

Plaintiff,

vs.

JOSEPH E. MCADAMS, LLOYD  
MCADAMS, JOE E. DAVIS, ROBERT C.  
DAVIS, MARK S. MARON, and  
DOMINIQUE MIELLE,

Defendants.

Lead Case No. **21STCV07569**

Consolidated with cases 21STCV07571  
and 21STCV08413

Assigned to the Hon. Carolyn B. Kuhl,  
Dept. 12

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
PROVIDING FOR NOTICE**

Action Filed: February 24, 2021

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

1 WHEREAS, the plaintiffs (“Plaintiffs”) and the defendants (“Defendants”) in the above-  
2 entitled action (the “Action”) entered into an Amended Stipulation and Agreement of Settlement,  
3 Compromise, and Release dated June 15, 2023, (the “Stipulation” or “Settlement”),<sup>1</sup> which is subject  
4 to review by this Court and which, together with the Exhibits thereto, sets forth the terms and  
5 conditions for the Settlement of the claims in the Action; and the Court having read and considered  
6 the Stipulation and the accompanying documents; and the Parties having consented to the entry of this  
7 Order;

8 IT IS HEREBY ORDERED that:

9 1. For the purposes of this Settlement only, the Court certifies the following class (the  
10 “Class”): “The putative class of former Anworth stockholders who held Anworth common stock from  
11 December 6, 2020 (the date of the Merger) through and including on March 19, 2021 (the date upon  
12 which Anworth’s Merger with Ready Capital was consummated), as well as purchasers of Anworth  
13 stock during the period from December 6, 2020 through March 19, 2021 who still held Anworth stock  
14 as of March 19, 2021.”

15 2. The Court preliminarily finds and concludes that the Settlement as set forth in the  
16 Stipulation results from arm’s-length settlement negotiations, including mediation under the direction  
17 of an experienced mediator, Michelle Yoshida of Phillips ADR, and is sufficiently fair, reasonable,  
18 and adequate to warrant providing notice of the Settlement to the Class. As a result, the Court  
19 preliminarily approves the Settlement and adopts the terms of the Stipulation for the purpose of this  
20 Order Granting Preliminary Approval of Class Action Settlement and Providing for Notice (the  
21 “Order”).

22 3. A hearing (the “Settlement Hearing”) shall be held before the Court on ~~FFBI DECH~~,  
23 ~~2023~~, at ~~FEBRUARY~~ .m. [at least 125 days from entry of this order], Department 12 of the Superior Court of  
24 the State of California, County of Los Angeles, located at 312 North Spring Street, Los Angeles, CA  
25 90012 to determine:

26 (a) whether the Settlement should be finally approved by the Court as fair,

27 <sup>1</sup> All capitalized terms herein have the same meanings as defined in the Stipulation, unless  
28 otherwise stated.

1 reasonable, and adequate;

2 (b) whether the the Judgment attached as Exhibit D to the Stipulation should be  
3 entered in all material respects;

4 (c) whether the proposed plan of distribution should be approved; and

5 (d) whether the Court should approve the award of Co-Lead Counsel's attorneys'  
6 fees and expenses (the "Fee and Expenses Award") and Plaintiff's Incentive Award.

7 4. Any moving papers filed in support of the final approval of the Settlement, the plan  
8 of distribution, the Fee and Expenses Award and/or Incentive Awards, shall be filed at least twenty-  
9 eight (28) calendar days prior to the deadline for objections reflected herein. All reply papers and  
10 the Supplemental Side Agreement shall be filed at least seven (7) calendar days prior to the  
11 Settlement Hearing.

12 5. The Court may adjourn or continue the Settlement Hearing or any part thereof,  
13 without further notice of any kind to the Class.

14 6. The Court may approve the Settlement at or after the Settlement Hearing with such  
15 modification as may be consented to by the Parties to the Stipulation and without further notice to  
16 the Class.

17 7. Co-Lead Counsel are hereby authorized to retain the firm of RG/2 Claims  
18 Administration, LLC ("Settlement Administrator") to supervise and administer the notice procedure  
19 as well as the processing of claims as more fully set forth below:

20 (a) Within fourteen (14) calendar days of the date of this Order (the "Notice  
21 Date"), the Settlement Administrator shall cause a copy of the Long-Form Notice,  
22 substantially in the form annexed as Exhibit B to the Stipulation, to be mailed, by First-Class  
23 Mail, postage prepaid, to all members of the Class who can be identified with reasonable  
24 effort. Not later than three (3) business days after the Settlement Administrator's receipt of  
25 any Long-Form Notice returned by the USPS as undeliverable, the Settlement Administrator  
26 shall re-mail the Long-Form Notice using any forwarding address provided by USPS. If the  
27 USPS does not provide a forwarding address, the Settlement Administrator shall conduct a  
28

1 Class member address search and re-mail the Long-Form Notice to the most current address  
2 obtained. The Settlement Administrator has no further obligation to make further attempts to  
3 locate or send the Long-Form Notice to members of the Class whose Long-Form Notice is  
4 returned by the USPS a second time;

5 (b) Within seven (7) calendar days of the Notice Date, the Settlement  
6 Administrator shall cause the Publication Notice, substantially in the form annexed as  
7 Exhibit C hereto, to be published once over PR Newswire, or other suitable online newswire;  
8 (c) Within fourteen (14) calendar days of the Notice Date, the Settlement

9 Administrator shall post on WEBSITE, the Stipulation and Notice;

10 (d) Within two (2) business days of filing, the Settlement Administrator shall post  
11 on WEBSITE Plaintiffs' motion for final approval of the Settlement, plan of distribution; and  
12 request for a Fee and Expense Award and/or Incentive Award; and

13 (e) At least seven (7) days prior to the Settlement Hearing, Co-Lead Counsel shall  
14 serve on Defendants' Counsel and file with the Court proof, by affidavit or declaration, of  
15 such mailing and publication.

16 8. The Court approves, in form and content, the Long-Form Notice, and the Publication  
17 Notice, substantially in the forms annexed as Exhibits B and C to the Stipulation, and finds that the  
18 giving of notice as specified herein meets the requirements of the California Code of Civil Procedure  
19 and due process, is the best notice practicable under the circumstances, including individual notice  
20 to all Class Members who can be identified through reasonable efforts, and shall constitute due and  
21 sufficient notice to all persons and entities entitled to receive notice.

22 9. All Class Members shall be bound by all determinations, releases and judgments in  
23 this Action, whether favorable or unfavorable, and regardless of whether such Persons seek or obtain  
24 by any means, any distribution from the Settlement Fund, unless they request exclusion from the  
25 Class in a timely and proper manner, as hereinafter provided. A Class Member wishing to make  
26 such request shall, no later than twenty-one (21) calendar days prior to the Settlement Hearing, mail  
27 a request for exclusion in written form by First-Class Mail postmarked to the address designated in  
28

1 the Notice. Such request for exclusion shall indicate the name, address and telephone number of  
2 the Person seeking exclusion, that the Person requests to be excluded from the Class, and must be  
3 signed by such Person. Such Persons requesting exclusion must also state the number of shares of  
4 Anworth common stock they held or owned from December 6, 2020 (the date of the Merger)  
5 through and including on March 19, 2021 (the date of the consummation of the Merger). The  
6 request for exclusion shall not be effective unless it is made in writing within the time stated above,  
7 and the exclusion is accepted by the Court. Class Members requesting exclusion from the Class  
8 shall not be entitled to receive any payment out of the Net Settlement Fund as described in the  
9 Stipulation and Notice. Upon receiving any request for exclusion, Co-Lead Counsel or the  
10 Settlement Administrator shall promptly, and in no case later than fifteen (15) calendar days prior  
11 to the Settlement Hearing, notify Defendants' Counsel of such request for exclusion and provide  
12 copies of such request for exclusion and any documentation accompanying it by email.

13 10. The Court will consider objections to the Settlement, the plan of distribution, the  
14 request for an Incentive Award to Plaintiffs for their representation of the Class, and/or the Fee and  
15 Expense Award. Any person wanting to object may do so in writing. Such objections and any  
16 supporting papers, accompanied by proof of Class membership, shall be filed with the Clerk of the  
17 Court, Superior Court of the State of California, County of Los Angeles, located at 312 North Spring  
18 Street, Los Angeles, CA 90012, and copies of all such papers served such that they are received no  
19 later than twenty-one (21) calendar days prior to the Settlement Hearing, upon the following: Juan  
20 Monteverde, Monteverde & Associates PC, The Empire State Building, 350 Fifth Avenue, Suite  
21 4405, New York, NY 10118, on behalf of the Plaintiffs and the Class. Persons who object in writing  
22 to the Settlement, the plan of distribution, and/or the Fee and Expense Award and/or Incentive  
23 Award and desire to present evidence at the Settlement Hearing must include in their written  
24 objections copies of any exhibits they intend to introduce into evidence at the Settlement Hearing.  
25 If an objector hires an attorney to represent him, her, or it for the purposes of making an objection,  
26 the attorney must both effect service of a notice of appearance on counsel listed above and file it  
27 with the Court by no later than twenty-one (21) calendar days prior to the Settlement Hearing. A  
28



1 Class Member who files a written objection does not have to appear at the Settlement Hearing for  
2 the Court to consider his, her or its objection. Any member of the Class who does not make his,  
3 her, or its objection in the manner provided shall be deemed to have waived such objection and shall  
4 be foreclosed from making any objection to the fairness or adequacy of the Settlement set forth in  
5 the Stipulation, to the plan of distribution, and to the award of attorneys' fees and expenses to Co-  
6 Lead Counsel unless the Court orders otherwise.

7 11. No Person that is not a Class Member or counsel to the Plaintiffs shall have any right  
8 to any portion of, or in the distribution of, the Settlement Fund unless otherwise ordered by the  
9 Court or otherwise provided in the Stipulation.

10 12. All funds held in the account maintained by Co-Lead Counsel and into which the  
11 Settlement Payment shall be deposited (the "Account") shall be deemed and considered to be in  
12 *custodia legis*, and shall remain subject to the jurisdiction of the Court, until such time as such funds  
13 shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

14 13. Neither the Released Defendant Parties nor their counsel shall have any responsibility  
15 for the plan of distribution or any application for attorneys' fees and expenses submitted by Co-  
16 Lead Counsel and such matters will be considered separately from the fairness, reasonableness, and  
17 adequacy of the Settlement.

18 14. If the Settlement, including any amendment made in accordance with the Stipulation,  
19 is not approved by the Court, is terminated in accordance with the Stipulation, or shall not become  
20 effective for any reason whatsoever, the Settlement and Stipulation (including any modification  
21 thereof), and any action taken or to be taken in connection therewith (including this Order and any  
22 judgment entered herein) shall be terminated and shall become null and void and of no further force  
23 and effect except that neither Plaintiffs nor any of his counsel shall have any obligation to repay any  
24 Administrative Costs.

25 15. Neither the Stipulation, nor any of its terms or provisions, nor any of the negotiations,  
26 discussions, or proceedings connected with it, nor any act performed or document executed pursuant  
27 to or in furtherance of the Stipulation or the Settlement, may be construed as an admission or  
28

1 concession by the Released Defendant Parties or Released Plaintiff Parties of the truth of any of the  
2 allegations in the Action, or of any liability, fault, or wrongdoing of any kind.

3 16. The Court retains jurisdiction over all proceedings arising out of or related to the  
4 Stipulation and/or the Settlement.

5 17. All proceedings in the Action, other than proceedings as may be necessary to carry  
6 out the terms and conditions of the Settlement, are hereby stayed and suspended until further order  
7 of this Court.

8 18. Without further order of the Court, the Parties may agree to reasonable extensions of  
9 time to carry out any of the provisions of this Order or the Stipulation.

10 19. If the Settlement provided for in the Stipulation shall be approved by the Court  
11 following the Settlement Hearing, a Judgment shall be entered as described in the Stipulation.

12 20. Pending final determination of whether the Settlement should be finally approved,  
13 neither the Plaintiffs, nor any Class Member, directly or indirectly, representatively, or in any other  
14 capacity, shall commence, prosecute, or participate in the commencement or prosecution of any  
15 Released Plaintiffs' Claim against any Released Defendant Party.



*Carolyn B. Kuhl*

Carolyn B. Kuhl / Judge

1 **IT IS SO ORDERED.**

2 Dated: 06/30/2023

HONORABLE CAROLYN B. KUHL  
JUDGE OF THE SUPERIOR COURT

3  
4  
5 Submitted by:

6 **MONTEVERDE & ASSOCIATES PC**  
7 Juan E. Monteverde (admitted *pro hac vice*)  
8 The Empire State Building  
9 350 Fifth Avenue, Suite 4405  
New York, NY 10118  
Tel: (212) 971-1341  
Fax: (212) 601-2610

10 **KAHN SWICK & FOTI, LLC**  
11 Michael Palestina (admitted *pro hac vice*)  
12 1100 Poydras Street, Suite 960  
13 New Orleans, LA 70163  
14 Tel: (504) 455-1400  
15 Fax: (504) 455-1498

16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28 Co-Lead Counsel for the Class

**PROOF OF SERVICE**

STATE OF CALIFORNIA        }

COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California, with my business address as 600 Corporate Pointe, Suite 1170, Culver City, California. I am over the age of 18 years, and I am not a party to this Action.

On June 15, 2023, I served the foregoing corrected [proposed] ORDER Re: PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT on interested parties in this action by sending a true copy thereof to the email addresses below:

**GREENBERG TRAURIG LLP**

Daniel J. Tyukody  
1840 Century Park East, Suite 1900  
Los Angeles, CA 90067  
Tel: (310) 586-7723  
Email: tyukodyd@gtlaw.com

horowitzr@gtlaw.com  
linhardta@gtlaw.com  
phieferd@gtlaw.com

Counsel for Defendants

I sent a copy of this document via electronic mail to the email addresses above via Caseanywhere pursuant to the agreement of all parties for service of documents in this case.

I declare, under penalty of perjury, pursuant to the laws of the State of California, that the foregoing is true and correct.

June 15, 2023



---

David E Bower

# EXHIBIT C

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

SHEILA BAKER, Individually and on Behalf  
of All Others Similarly Situated,

Plaintiff,

vs.

JOSEPH E. MCADAMS, *et al.*,

Defendants.

Lead Case No. 21STCV07569

Consolidated with:

Case No. 21STCV07571

Case No. 21STCV08413

**DECLARATION OF SHEILA BAKER**

I, Sheila Baker, declare:

1. I am a plaintiff in the above-captioned action and am a proposed class representative in connection with the Settlement. I submit this declaration in support of class certification and the Settlement. I have personal knowledge of the facts set forth in this Declaration. If called upon and sworn as a witness, I could and would competently testify to these facts.

2. On January 9, 2021, I retained Monteverde & Associates, PC ("Monteverde") to file a class action challenging the sale of Anworth Mortgage Asset Corporation ("Anworth").

3. I continuously held shares of Anworth common stock from March 9, 2020 through the consummation of Anworth's sale on March 19, 2021.

4. I am and have been at all times aware of the status of the litigation, and have conferred with my attorneys at Monteverde regarding the litigation and case strategy. I also conferred with Mr. Monteverde about the mediation that took place on October 3, 2022 and the subsequent discussions between counsel for the parties that culminated in the Settlement.

5. I am and have been at all times committed to monitoring and participating in the prosecution of this class action. In fact, I have spent at least 12 hours of my time actively participating in the prosecution of the Action. I participated in the following tasks, including but not limited to: (i) evaluated the Merger and contacted Monteverde to discuss a potential class action; (ii) reviewed the complaint and the amended complaint, as well as other relevant pleadings,

1 and the mediation statement; (iii) collected documents and responded to various requests for  
2 discovery; and (iv) discussed and considered potential settlement with my counsel, and reviewed  
3 the Settlement papers.

4 6. I commenced this action to protect the interests of all Anworth shareholders and,  
5 throughout the course of the litigation, I understood what my role would be as a Class  
6 Representative, including seeking to obtain the best possible recovery for all Class members. I  
7 believe the Settlement is a good result for the Class and myself.

8 7. I have not received, been promised or offered, and will not accept any form of  
9 compensation, directly or indirectly, for prosecuting or serving as a representative party in this  
10 Action, except for: (i) such damages or other relief the Court may award me as a member of the  
11 Class; and (ii) any service award approved by the Court to reimburse me for my effort and time in  
12 the Action and in obtaining the Settlement.

13  
14 I declare under penalty of perjury, and under the laws of the State of California, that the foregoing is  
15 true and correct.

16  
17 Dated: 6/7/2023

18 By: \_\_\_\_\_

DocuSigned by:  
*Sheila Baker*  
35BDC695A268433...  
Sheila Baker

# **EXHIBIT D**



SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

SHEILA BAKER, Individually and on Behalf  
of All Others Similarly Situated,

Plaintiff,

vs.

JOSEPH E. MCADAMS, *et al.*,

Defendants.

Lead Case No. 21STCV07569

Consolidated with:

Case No. 21STCV07571

Case No. 21STCV08413

**DECLARATION OF BENJAMIN GIGLI**

I, Benjamin Gigli, declare:

1. I am a plaintiff in the above-captioned action and am a proposed class representative in connection with the Settlement. I submit this declaration in support of class certification and the Settlement. I have personal knowledge of the facts set forth in this Declaration. If called upon and sworn as a witness, I could and would competently testify to these facts.

2. On February 16, 2021, I retained Kahn Swick & Foti, LLC ("KSF") to file a class action challenging the sale of Anworth Mortgage Asset Corporation ("Anworth").

3. I continuously held shares of Anworth common stock from March 9, 2020 through the consummation of Anworth's sale on March 19, 2021.

4. I am and have been at all times aware of the status of the litigation, and have conferred with my attorneys at KSF regarding the litigation and case strategy. I also conferred with my counsel at KSF about the mediation that took place on October 3, 2022 and the subsequent discussions between counsel for the parties that culminated in the Settlement.

5. I am and have been at all times committed to monitoring and participating in the prosecution of this class action. I have spent at least 11.5 hours of my time actively participating in the prosecution of the Action. I participated in the following tasks, including but not limited to: (i) evaluated the Merger and contacted KSF to discuss a potential class action; (ii) reviewed the complaint and the amended complaint, as well as other relevant pleadings, including the Court's

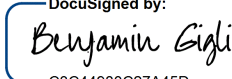
1 decision on Defendants' demurrer; (iii) collected documents and responded to various requests for  
2 discovery; and (iv) discussed and considered potential settlement with my counsel, and reviewed the  
3 Settlement papers.

4 6. I commenced this action to protect the interests of all Anworth shareholders and,  
5 throughout the course of the litigation, I understood what my role would be as a Class Representative,  
6 including seeking to obtain the best possible recovery for all Class members. I believe the Settlement  
7 is a good result for the Class and myself.

8 7. I have not received, been promised or offered, and will not accept any form of  
9 compensation, directly or indirectly, for prosecuting or serving as a representative party in this Action,  
10 except for: (i) such damages or other relief the Court may award me as a member of the Class; and  
11 (ii) any service award approved by the Court to reimburse me for my effort and time in the Action  
12 and in obtaining the Settlement.

13  
14 I declare under penalty of perjury, and under the laws of the State of California, that the foregoing is  
15 true and correct.

16  
17 Dated: 6/7/2023 \_\_\_\_\_

18 By:  \_\_\_\_\_  
19 Benjamin Gigli  
20  
21  
22  
23  
24  
25  
26  
27  
28

# **EXHIBIT E**

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

MERLE W. BUNDICK, Individually and on  
Behalf of All Others Similarly Situated,

Plaintiff,

vs.

JOSEPH E. MCADAMS, *et al.*,

Defendants.

Lead Case No. 21STCV07569

Consolidated with:

Case No. 21STCV07571

Case No. 21STCV08413

**DECLARATION OF MERLE W.  
BUNDICK**

I, Merle W. Bundick, declare:

- I am a plaintiff in the above-captioned action and am a proposed class representative in connection with the Settlement. I submit this declaration in support of class certification and the Settlement. I have personal knowledge of the facts set forth in this Declaration. If called upon and sworn as a witness, I could and would competently testify to these facts.

- On December 7, 2020, I retained Ademi LLP ("Ademi") to file a class action challenging the sale of Anworth Mortgage Asset Corporation ("Anworth").

- I continuously held shares of Anworth common stock from July 19, 2014 through the consummation of Anworth's sale on March 19, 2021.

- I am and have been at all times aware of the status of the litigation, and have conferred with my attorneys at Ademi regarding the litigation and case strategy. I also conferred with Mr. Ademi about the mediation that took place on October 3, 2022 and the subsequent discussions between counsel for the parties that culminated in the Settlement.



- I am and have been at all times committed to monitoring and participating in the prosecution of this class action. In fact, I have spent at least 10 hours of my time actively participating in the prosecution of the Action. I participated in the following tasks, including but not limited to: (i) evaluated the Merger and contacted Ademi to discuss a potential class action; (ii) reviewed the complaint and the amended complaint, as well as other relevant pleadings, and the mediation statement; (iii) collected documents and responded to various requests for discovery; and (iv) discussed and considered potential settlement with my counsel, and reviewed the Settlement papers.

- I commenced this action to protect the interests of all Anworth shareholders and, throughout the course of the litigation, I understood what my role would be as a Class Representative, including seeking to obtain the best possible recovery for all Class members. I believe the Settlement is a good result for the Class and myself.

- I have not received, been promised or offered, and will not accept any form of compensation, directly or indirectly, for prosecuting or serving as a representative party in this Action, except for: (i) such damages or other relief the Court may award me as a member of the Class; and (ii) any service award approved by the Court to reimburse me for my effort and time in the Action and in obtaining the Settlement.

I declare under penalty of perjury, and under the laws of the State of California, that the foregoing is true and correct.

Dated: 6/8/23

By: Merle W. Bundick  
Merle W. Bundick

# **EXHIBIT F**

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
2 COUNTY OF LOS ANGELES  
3

4 SHEILA BAKER, Individually and on Behalf  
5 of All Others Similarly Situated,

6 Plaintiff,

7 vs.

8 JOSEPH E. MCADAMS, *et al.*,

9 Defendants.  
10

Lead Case No. 21STCV07569  
Consolidated with:  
Case No. 21STCV07571  
Case No. 21STCV08413

**DECLARATION OF TINA CHIANGO  
REGARDING DISSEMINATION OF  
NOTICE TO THE CLASS**

11  
12 I, Tina Chiango, hereby declare and state as follows:

13 I am the Director of Claims Administration for RG/2 Claims Administration LLC ("RG/2  
14 Claims"), whose address is 30 South 17<sup>th</sup> Street, Philadelphia, PA 19103. I am over the age of 18,  
15 have personal knowledge of the matters set forth herein, and if called upon to do so, could testify  
16 competently to them.

17 RG/2 Claims is a full service class action settlement administrator offering notice, claims  
18 processing, allocation, distribution, tax reporting, and class action settlement consulting services.  
19 RG/2 Claims' experience includes the provision of notice and administration services for  
20 settlements arising from antitrust, consumer fraud, civil rights, employment, negligent disclosure,  
21 and securities fraud allegations. Since 2000, RG/2 Claims has administered and distributed in  
22 excess of \$1.8 billion in class action settlement proceeds.

23 Notice Dissemination

24 On July 12, 2023, RG/2 received a secure file from the Alston & Bird containing the names  
25 and addresses of stockholders of Anworth Mortgage Asset Corporation ("Anworth") common stock  
26 who received the Merger Consideration in connection with the March 19, 2021 acquisition of  
27 Anworth by Ready Capital. RG/2 reviewed the file and removed any duplicate name and address  
28

1 records and records for Defendants.

2 On July 14, 2023, RG/2 mailed a Notice of Proposed Settlement of Class Action ("Notice")  
3 to 78 stockholders identified in the file referenced above. A copy of the Notice is attached hereto  
4 as **Exhibit "A"**.

5 Also on July 14, 2023, RG/2 mailed a Notice and cover letter to 308 nominee firms and  
6 claims filers which are part of RG/2's internal nominee contact file. The cover letter informed  
7 nominees and claim filers to review their files and notify RG/2 of the number of potential Class  
8 Members they had on record. Nominees were able to request Notices in bulk so they could perform  
9 their own mailing to their clients or could provide RG/2 with the names and addresses of their  
10 clients so RG/2 could mail the Notice.

11 In addition to the mailed Notice, RG/2 caused the full Notice to be posted to the Depository  
12 Trust & Clearing Corporation Legal Notice System ("DTCC LENS"). A copy of the email  
13 submission to DTCC LENS and the confirmation is attached hereto as **Exhibit "B"**.

14 Subsequent to July 14, 2023, and as a result of the responses from Nominees, RG/2 has  
15 mailed an additional 448 Notices to potential Class Members and provided 11,245 Notices in bulk  
16 for nominees to mail the Notice to the clients directly. Broadridge, a representative for multiple  
17 nominee firms also sent 9,693 emails to potential class members with links to the Notice. As a  
18 result, RG/2 has arranged for the mailing or emailing of 21,464 Notices to potential Class Members.

19 Summary Publication Notice

20 RG/2 worked with Class Counsel, who arranged for the Summary Notice to be released on  
21 the PR Newswire on July 14, 2023. A copy of the release is attached hereto as **Exhibit "C"**.

22 Settlement Website

23 The Settlement website, <https://www.rg2claims.com/anworth.html> was created by RG/2  
24 Claims and went live on July 13, 2023. The website enables potential Class Members to obtain  
25 information about the Settlement. The Settlement website consists of a Homepage, a Notice page,  
26 a Court Documents page, and a Contact Information Page. A toll free number of 866-742-4955  
27 was provided to Settlement Class Members, which has live operators during regular business hours,



1 as well as an option to leave a message after hours.

2 Opt-Outs & Objections

3 The Notice advised Class Members of the option to exclude themselves provided that they  
4 do so, as instructed in the Notice, by October 24, 2023. To date, RG/2 Claims has not received any  
5 Requests for Exclusion from the Settlement Class.

6 The Notice also advised Class Members of their right to object to the Settlement provided  
7 that they do so by October 24, 2023. To date, RG/2 has not received or been made aware of any  
8 objections to the Settlement.

9 Fees & Expenses

10 In connection with the above, RG/2 has estimated that the fees and costs needed to  
11 administer this Settlement would be \$49,157. RG/2 does not anticipate that additional funds will  
12 be needed for the administration and distribution of the Settlement Fund (if approved).

13  
14 I declare under the laws of California that to the best of my knowledge the foregoing is  
15 true and correct.

16 Executed on September 26, 2023 at Philadelphia, Pennsylvania.

17  
18   
19 Tina Chiango  
20  
21  
22  
23  
24  
25  
26  
27  
28

# **EXHIBIT A**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

SHEILA BAKER, Individually and on Behalf of  
All Others Similarly Situated,

Plaintiff,

vs.

JOSEPH E. MCADAMS, LLOYD MCADAMS,  
JOE E. DAVIS, ROBERT C. DAVIS, MARK S.  
MARON, and DOMINIQUE MIELLE,

Defendants.

Lead Case No. **21STCV07569**

Consolidated with cases 21STCV07571 and  
21STCV08413

Assigned to the Hon. Carolyn B. Kuhl, Dept.  
12

**NOTICE OF PENDENCY OF CLASS**

**ACTION, PROPOSED SETTLEMENT,**

**SETTLEMENT HEARING AND RIGHT  
TO APPEAR**

Action Filed: February 24, 2021

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT, SETTLEMENT  
HEARING AND RIGHT TO APPEAR**

TO: RECORD AND BENEFICIAL HOLDERS OF ANWORTH MORTGAGE ASSET CORPORATION ("ANWORTH") COMMON STOCK FROM DECEMBER 6, 2020 THROUGH AND INCLUDING MARCH 19, 2021, THE DATE OF THE CONSUMMATION OF ANWORTH'S MERGER WITH AFFILIATES OF READY CAPITAL CORPORATION (THE "MERGER"), INCLUDING ANY AND ALL OF THEIR RESPECTIVE SUCCESSORS-IN-INTEREST, SUCCESSORS, PREDECESSORS-IN-INTEREST, PREDECESSORS, REPRESENTATIVES, TRUSTEES, EXECUTORS, ADMINISTRATORS, ESTATES, HEIRS, ASSIGNS AND TRANSFEREES, IMMEDIATE AND REMOTE, AND ANY PERSON OR ENTITY ACTING FOR OR ON BEHALF OF, OR CLAIMING UNDER, ANY OF THEM, AND EACH OF THEM, TOGETHER WITH THEIR PREDECESSORS-IN-INTEREST, PREDECESSORS, SUCCESSORS-IN-INTEREST, SUCCESSORS, AND ASSIGNS (THE "CLASS").

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. THE PARTIES TO A SHAREHOLDER CLASS ACTION SUIT CONCERNING THE MERGER HAVE AGREED TO A PROPOSED SETTLEMENT AND YOU MAY BE ENTITLED TO COMPENSATION. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS LITIGATION AND THE PROPOSED SETTLEMENT. IF THE COURT APPROVES THE PROPOSED SETTLEMENT, YOU WILL BE FOREVER BARRED FROM

CONTESTING THE FAIRNESS, REASONABLENESS AND ADEQUACY OF THE PROPOSED SETTLEMENT AND FROM PURSUING THE SETTLED CLAIMS (DEFINED HEREIN).

IF YOU HELD ANWORTH COMMON STOCK FOR THE BENEFIT OF ANOTHER, PLEASE PROMPTLY TRANSMIT THIS DOCUMENT TO SUCH BENEFICIAL OWNER.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>Do Nothing</b>	You will get a payment.
<b>Exclude Yourself</b>	Get no payment. This is the only option that allows you to ever bring a lawsuit against Defendants concerning the legal claims at issue in this case.
<b>Object to the Settlement and/or Attorneys' Fees and Expenses</b>	Write to the Court about why you don't like the Settlement, Plan of Allocation, or the requested attorneys' fees and expenses or incentive award.
<b>Go to a Hearing</b>	Ask to speak in Court about the fairness of the Settlement.

## **I. PURPOSE OF NOTICE**

Pursuant to an Order of the Superior Court of California for Los Angeles County (the "Court") dated June 30, 2023, and further pursuant to California Code of Civil Procedure ("CCP") Section 382, this Notice is to inform you of (i) the Court's determination to provisionally certify the above-captioned action ("Action") pursuant to CCP § 382, (ii) the proposed settlement of the Action (the "Settlement") as provided for in a Amended Stipulation and Agreement of Settlement, Compromise, and Release (the "Stipulation") dated as of June 15, 2023, and (iii) your right to participate in a hearing to be held on November 14, 2023 at 10:30 a.m., before the Court at Department 12 of the Superior Court of the State of California, County of Los Angeles, located at 312 North Spring Street, Los Angeles, CA 90012 (the "Settlement Hearing") to determine whether the Court should finally certify the Action pursuant to CCP § 382, approve the Settlement as fair, reasonable, adequate and in the best interests of the Class, including the releases provided therein, and consider the attorneys' fees and expenses to be paid to Co-Lead Counsel.

This Notice describes the rights you may have in the Action and pursuant to the Stipulation and what steps you may take, but are not required to take, in relation to the Settlement.

If the Court approves the Settlement, the parties will ask the Court at the Settlement Hearing to enter an Order and Final Judgment in accordance with the terms of the Stipulation.

**THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. IT IS BASED ON STATEMENTS OF THE PARTIES AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.**

## **II. BACKGROUND**

Anworth Mortgage Asset Corporation ("Anworth" or the "Company") was a Maryland corporation, headquartered in California. Anworth was a specialty finance mortgage company. On December 6, 2020, Anworth entered into a definitive merger agreement, pursuant to which, on March 19, 2021, Anworth was acquired by Ready Capital Corporation (the "Merger") and Anworth's shareholders received \$0.61 in cash (the "Cash Consideration") and 0.1688 shares of Ready Capital common stock (the "Exchange Ratio" and, together with the Cash Consideration, the "Merger Consideration") for each share of Anworth common stock that they owned.

This litigation challenged the fairness of the Merger and Merger Consideration, alleging that the Merger was the product of a conflicted and flawed sales process and that resulted in Anworth's minority shareholders receiving an inadequate price for their Anworth stock.

On February 24, 2021, this action was filed in the Los Angeles County Superior Court of the State of

California (the “Court”), by Plaintiff Shelia Baker, a stockholder of Anworth alleging, among other things, that the Defendants had breached fiduciary duties to the Company’s stockholders in connection with the then-proposed Merger. Also on February 24, 2021 and March 2, 2021, Plaintiffs Merle W. Bundick and Benjamin Gigli, respectively, filed substantially similar complaints in connection with the then-proposed Merger.<sup>1</sup>

On May 26, 2021, all three cases were consolidated into the present action (the “Action”), and Monteverde & Associates PC and Kahn Swick & Foti, LLC were appointed as Co-Lead Counsel for the putative class (collectively referred to as “Co-Lead Counsel”). On June 15, 2021, Plaintiffs filed a Consolidated Class Action Complaint alleging breaches of fiduciary duty and violations of Md. Corps. & Ass’ns Code§ 2-405.1 (the “Consolidated Complaint”).

On August 13, 2021, Defendants filed a demurrer to the Consolidated Complaint. On December 2, 2021, following full briefing by the parties, the Court found in favor of the Plaintiffs, overruling the Defendants’ demurrer, holding that Plaintiffs had adequately stated a claim for breach of fiduciary duty.

Thereafter, the parties engaged in a dispute regarding the scope of discovery. Once that dispute was resolved, the parties engaged in significant written discovery and document productions.

On October 3, 2022, Co-Lead Counsel and Defendants’ Counsel participated in a full-day mediation session before Michelle Yoshida of Phillips ADR in an effort to resolve the Action. Before the Mediation, the parties exchanged mediation statements and exhibits, which addressed both liability and damages. The Mediation did not lead to resolution of the Action, and the parties continued to engage in discovery. During that time, the Settling Parties continued to engage in arm’s-length negotiations about the potential resolution of the Action. After extensive, arm’s-length negotiations, the Settling Parties reached an agreement in principle on December 23, 2022 to settle the Action for \$3,000,000 in cash, subject to approval by the Court.

### **III. REASONS FOR THE SETTLEMENT**

Plaintiffs believe that they brought the claims in good faith and continue to believe that such claims have legal merit, but believe that the Settlement allows the Company’s former minority shareholders to receive additional compensation for their Anworth shares while eliminating further litigation and delay of payment. Plaintiffs also believe that their efforts in prosecuting the Action have resulted in a significant benefit for Anworth’s former stockholders which, under the circumstances, is fair, reasonable, and adequate.

Defendants have denied, and continue to deny, all allegations of wrongdoing, fault, liability, or damage to Plaintiffs or the Class, and deny that the merger process was conflicted or the price was inadequate. Defendants deny they engaged in any wrongdoing, deny that they acted improperly in any way, believe that they acted properly at all times, and maintain that they have committed no disclosure violations or any other breach of duty whatsoever in connection with the Merger or any public disclosures, but wish to settle solely because it will eliminate the uncertainty, distraction, burden, and expense of further litigation.

### **IV. CLASS ACTION DETERMINATION**

The Court has certified, for settlement purpose only, the following class (the “Class”): “The putative class of former Anworth stockholders who held Anworth common stock from December 6, 2020 (the date of the Merger) through and including on March 19, 2021 (the date upon which Anworth’s Merger with Ready Capital was consummated), as well as purchasers of Anworth stock during the period from December 6, 2020 through March 19, 2021 who still held Anworth stock as of March 19, 2021.”

### **V. THE SETTLEMENT**

Plaintiffs’ maximum recovery of damages at trial would be \$5.6 million, approximately \$0.05 per share. In consideration for the Settlement and entry of the Judgment and the releases provided herein, Defendants agree to provide the Class additional compensation of \$3,000,000 (the “Settlement Amount”). Any attorneys’ fees, incentive

---

<sup>1</sup> In each case, Plaintiffs Baker, Bundick, and Gigli included Joe E. Davis, a former director of Anworth, as a named defendant, and Joe E. Davis remained a defendant in the Action until Plaintiffs dismissed Joe E. Davis on January 6, 2022, following his death.

awards, costs, expenses (including notice and administrative expenses) or other Court-approved deductions shall be paid out of — and shall not be in addition to — the Settlement Amount.

The Settlement Amount minus Court-approved deductions (the “Net Settlement Amount”) will be distributed to all members of the Class who owned Anworth common stock from December 6, 2020 (the date of the Merger) through and including on March 19, 2021 (the date upon which Anworth’s Merger with Ready Capital was consummated) (“Eligible Class Members”) on a pro rata basis, based on the number of outstanding Anworth shares owned by each such Eligible Class Member at that time. There were approximately 97,439,332 outstanding shares owned by Eligible Class Members at the time of the Merger. Accordingly, the expected payment, assuming the Court approves Co-Lead Counsel’s request for attorneys’ fees in the amount not to exceed one third of the Settlement Amount, will be approximately \$0.02 per share, but may vary based upon the amount of other Court-approved deductions and costs.

Inquiries or comments about the Settlement may be directed to the attention of Counsel for Plaintiffs as follows:

MONTEVERDE & ASSOCIATES PC  
Juan E. Monteverde  
The Empire State Building  
350 Fifth Avenue, Suite 4405  
New York, NY 10118  
Tel: (212) 971-1341  
Fax: (212) 202-7880

## **VI. SETTLEMENT HEARING**

The Court has scheduled a Settlement Hearing which will be held on November 14, 2023 at Department 12 of the Superior Court of the State of California, County of Los Angeles, located at 312 North Spring Street, Los Angeles, CA 90012 at 10:30 a.m., in the Court at to:

- (a) whether the Settlement should be approved by the Court as fair, reasonable, and adequate;
- (b) whether the Judgment attached as Exhibit D to the Stipulation should be entered in all material respects;
- (c) whether the proposed plan of distribution should be approved; and
- (d) whether the Court should approve the award of Co-Lead Counsel’s attorneys’ fees and expenses (i.e., the “Fee and Expense Award”).

The Court has reserved the right to adjourn the Settlement Hearing or any adjournment thereof, including the consideration of an award of attorneys’ fees, without further notice of any kind other than oral announcement at the Settlement Hearing or any adjournment thereof.

The Court has also reserved the right to approve the Settlement at or after the Settlement Hearing with such modification(s) as may be consented to by the Parties to the Stipulation and without further notice to the Class.

## **VII. RIGHT TO APPEAR AND OBJECT**

If you are a member of the Class, you may object to the terms of the Settlement. Whether or not you object to the terms of the Settlement, you may also object to the requested attorneys’ fees and expenses, the awards to Plaintiffs and/or the plan of distribution. In order for any objection to be considered, you must file a written statement, accompanied by proof of Class membership, with the Court, and send a copy to Co-Lead Counsel **such that it is received by October 24, 2023**. The Court’s address is Clerk of the Court, Superior Court of the State of California, County of Los Angeles, 312 North Spring Street, Los Angeles, CA 90012, and copies of all such papers served upon the following: Juan E. Monteverde, Esquire, Monteverde & Associates PC, 350 Fifth Avenue, Suite 4405, New York, NY 10118. Persons who object in writing to the Settlement, the plan of distribution, the Fee and Expense Application and desire to present evidence at the Settlement Hearing must include in their written objections copies of any exhibits they intend to introduce into evidence at the Settlement Hearing. If an objector

hires an attorney to represent him, her, or it for the purposes of making an objection, the attorney must both effect service of a notice of appearance on counsel listed above and file it with the Court by no later than twenty-one calendar days prior to the Settlement Hearing. A member of the Class who files a written objection does not have to appear at the Settlement Hearing for the Court to consider his, her or its objection. Any objector may attend the Settlement hearing and make an objection whether he or she files a written objection or not. Any member of the Class who does not make his, her, or its objection in writing in the manner provided above, or appear in person to make an objection, shall be deemed to have waived such objection and shall be foreclosed from making any objection to the fairness or adequacy of the Settlement set forth in the Stipulation, to the plan of distribution, and to the award of attorneys' fees and expenses to Co-Lead Counsel and Plaintiffs for their representation of the Class, unless the Court orders otherwise.

## **VIII. RIGHT TO EXCLUDE YOURSELF FROM THE CLASS AND SETTLEMENT**

If you want to keep the right to sue or continue to sue Defendants on your own about the legal issues in this case, then you must take steps to get out of the Class and Settlement. This is called excluding yourself from, or "opting out" of, the Class and Settlement.

To exclude yourself from the Class and Settlement, you must write and send a letter to the Settlement Administrator by First-Class Mail stating that you want to be excluded from the Class and Settlement in this Action. Your letter must include your name, address, telephone number, and must also be signed by you. Your letter must also include the number of shares of Anworth common stock you held or owned from December 6, 2020 through and including on March 19, 2021, the date of the consummation of the Merger.

Your exclusion request must be **postmarked no later than twenty-one (21) calendar days prior to the Settlement Hearing, or by October 24, 2023, and sent to the Settlement Administrator at: Anworth Settlement, c/o RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479.**

You cannot exclude yourself by phone or by e-mail. If you make a proper request for exclusion, you will not receive your share of the Settlement Payment, you cannot object to the Settlement and you will not be legally bound by anything that happens in this lawsuit. However, if you do not timely and validly request exclusion from the Class and Settlement, you shall be deemed a member of the Class and be legally bound by the terms of the Settlement, Stipulation and Order and Final Judgment in this Action.

## **IX. ORDER AND FINAL JUDGMENT OF THE COURT**

If the Court determines that the Settlement, as provided for in the Stipulation is fair, reasonable, and adequate and in the best interests of the Class, the Parties shall jointly request that the Court enter an Order and Final Judgment. The Order and Final Judgment shall, among other things:

- (a) make final the Court's previous determination to certify provisionally the Action as a class action pursuant to CCP § 382;
- (b) determine that the requirements of the Court Rules and due process have been satisfied in connection with the Notice;
- (c) approve the Settlement as fair, reasonable, and adequate and in the best interests of the Class, including the releases contained therein;
- (d) authorize and direct the performance of the Settlement in accordance with its terms and conditions and reserve jurisdiction to supervise the consummation of the Settlement;
- (e) enter the Order and Final Judgment, as against any and all Defendants, and release the Released Defendant Parties and Released Plaintiff Parties (defined below) from the Released Claims (defined below);

and

- (f) subject to Court approval, award attorneys' fees and expenses to Co-Lead Counsel and/or any Plaintiffs' incentive award from the Settlement Amount.

## **X. RELEASES**

Upon the Effective Date of the Settlement (as defined in the Stipulation), the Released Plaintiff Parties (as defined in the Stipulation), Plaintiffs and all Class Members, on behalf of themselves and their legal representatives, heirs, executors, administrators, estates, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns, and any person or entity acting for or on behalf of, or claiming under, any of them, shall thereupon be deemed to have fully, finally and forever, released, settled and discharged the Released Defendant Parties (as defined in the Stipulation) from and with respect to every one of the Released Plaintiffs' Claims (as defined in the Stipulation), and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute or pursuing in any fashion any Released Plaintiffs' Claims against any of the Released Defendant Parties.

In addition, upon the Effective Date, each of Released Defendant Parties, on behalf of themselves and their legal representatives, heirs, executors, administrators, estates, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns, and any person or entity acting for or on behalf of, or claiming under, any of them, shall thereupon be deemed to have fully, finally and forever, released, settled and discharged the Released Plaintiff Parties from and with respect to every one of the Released Defendants' Claims (as defined in the Stipulation), and shall thereupon be forever barred and enjoined from commencing, instituting or prosecuting or pursuing in any fashion any of the Released Defendants' Claims against any of the Released Plaintiff Parties.

The foregoing releases extend to Released Plaintiffs' Claims and Released Defendants' Claims that the Settling Parties did not know or suspect to exist at the time of the release. Under the terms of the Stipulation and Settlement, the following definitions apply:

1. **"Released Plaintiff Parties"** means (i) Plaintiffs and all other Class Members; (ii) members of each individual Class Member's Immediate Family; (iii) all Class Members' past or present, current or former, direct or indirect, affiliates, associates, members, partners, limited partners, general partners, partnerships, limited partnerships, general partnerships, investment funds, investment advisors, investment managers, investors, shareholders, joint venturers, subsidiaries, parents, divisions, subdivisions, predecessors, successors, officers, directors, employees, agents, principals, owners, representatives, advisors, insurers and attorneys(including Co-Lead Counsel) of Plaintiffs and the Class Members and their respective affiliates; and (iv) the past or present, current or former, direct or indirect legal representatives, heirs, executors, trustees, beneficiaries, administrators, trusts, trustees, predecessors, successors, predecessors-in-interest, successors-in-interest and assigns of any of the foregoing.

2. **"Released Plaintiffs' Claims"** means any and all Claims that were asserted or could have been asserted by Plaintiffs in the Action on behalf of themselves and/or the Class, and any and all Claims, including Unknown Claims, that have been or could have been alleged based on the facts alleged in the Action by Plaintiffs against Released Defendant Parties in the Action and which relate to the sale of Anworth. The Released Plaintiffs' Claims shall not include claims to enforce the Stipulation or any part of it, and shall not include claims based on the conduct of any of the Settling Parties which occurs after the Effective Date.

3. **"Released Defendant Parties"** means Defendants, Joseph E. McAdams, Lloyd McAdams, Robert C. Davis, Mark S. Maron, and Dominique Mielle, as well as each of their respective past or present family members, spouses, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, distributees, foundations, agents, employees, fiduciaries, partners, control persons, partnerships, general or limited partners or partnerships, joint ventures, member firms, limited liability companies, corporations, affiliates, parents, subsidiaries, divisions, associated entities, stockholders, principals, officers, managers, directors, managing directors, members, managing members, managing agents, insurers, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, lenders, commercial bankers, attorneys, personal or legal representatives, accountants, insurers, co-insurers, reinsurers, and associates.

4. **"Released Defendants' Claims"** means any and all Claims, including Unknown Claims, that have been or could have been asserted in the action, or in any court, tribunal, forum or proceeding, by the Released Defendant Parties or any of their respective successors and assigns against any of the Released Plaintiff Parties,



which arise out of or relate in any way to the institution, prosecution, settlement, or dismissal of either of the Action; provided, however, that as used herein the term “Released Defendants’ Claims” shall not include the right to enforce this Stipulation or any part of it, and shall not include Claims based on the conduct of any of the Settling Parties which occurs after the Effective Date.

#### **XI. CO-LEAD COUNSEL’S ATTORNEYS’ FEES AND EXPENSES AND INCENTIVE AWARDS**

Co-Lead Counsel intends to petition the Court for an award of attorneys’ fees and expenses incurred in connection with the Action not to exceed one third of the Settlement Fund plus reimbursement of expenses up to \$36,000 (the “Fee and Expense Application”), which shall be paid out of— and shall not be in addition to — the Settlement Amount. Further, Plaintiffs will seek an incentive award of \$1,000 for each, which shall be paid out of – and shall not be in addition to – the Settlement Amount. Defendants have agreed not to oppose such Fee and Expense Application or Incentive Awards.

#### **XII. NOTICE TO PERSONS OR ENTITIES HOLDING OWNERSHIP ON BEHALF OF OTHERS**

Brokerage firms, banks and/or other persons or entities who held shares of the common stock of Anworth from December 6, 2020 through and including March 19, 2021, the date of the consummation of the Merger, for the benefit of others are directed promptly to send this Notice to all of their respective beneficial owners. If additional copies of the Notice are needed for forwarding to such beneficial owners, any requests for such copies may be made to:

Anworth Settlement  
RG/2 Claims Administration, LLC  
P.O. Box 59479  
Philadelphia, PA 19102-9479  
Phone (866) 742-4955  
Fax: (215) 827-5551  
Email: info@rg2claims.com

#### **XIII. SCOPE OF THIS NOTICE**

This Notice is not all-inclusive. The references in this Notice to the pleadings in the Action, the Stipulation and other papers and proceedings are only summaries and do not purport to be comprehensive. A copy of the Stipulation is available at [www.rg2claims.com/anworth.html](http://www.rg2claims.com/anworth.html). For the further details of the Action, including the claims and defenses that have been asserted by the parties, members of the Class are referred to the Court files in the Action. You or your attorney may examine the Court files during regular business hours of each business day at the office of the Clerk of the Court, Superior Court of the State of California, County of Los Angeles, 312 North Spring Street, Los Angeles, CA 90012.

#### **DO NOT CALL THE COURT.**

BY ORDER OF THE SUPERIOR COURT OF  
CALIFORNIA FOR LOS ANGELES COUNTY FOR  
THE STATE OF CALIFORNIA

---

Register in the Superior Court of California for Los  
Angeles County

Dated: June 30, 2023

---

HONORABLE CAROLYN B. KUHL- JUDGE OF  
THE SUPERIOR COURT

# **EXHIBIT B**

## Chiango, Tina M.

---

**From:** Chiango, Tina M.  
**Sent:** Monday, July 17, 2023 8:26 AM  
**To:** 'legalandtaxnotices@dtcc.com'  
**Subject:** Anworth Settlement -LENS posting  
**Attachments:** Notice.pdf

We are the claims administrator for the Anworth Settlement and are requesting to have the following information posted on LENS as well as the attached Notice.

Please confirm receipt of this email and that the notice will be posted

NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT, SETTLEMENT HEARING AND RIGHT TO APPEAR

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

IN RE: BAKER, ET AL. V. MCADAMS, ET AL.

CASE NO. 21STCV07571

**TO: ALL RECORD AND BENEFICIAL HOLDERS OF ANWORTH MORTGAGE ASSET CORPORATION ("ANWORTH") COMMON STOCK FROM DECEMBER 6, 2020 THROUGH AND INCLUDING MARCH 19, 2021, THE DATE OF THE CONSUMMATION OF ANWORTH'S MERGER WITH AFFILIATES OF READY CAPITAL CORPORATION (THE "MERGER"), INCLUDING ANY AND ALL OF THEIR RESPECTIVE SUCCESSORS-IN-INTEREST, SUCCESSORS, PREDECESSORS-IN-INTEREST, PREDECESSORS, REPRESENTATIVES, TRUSTEES, EXECUTORS, ADMINISTRATORS, ESTATES, HEIRS, ASSIGNS AND TRANSFEREES, IMMEDIATE AND REMOTE, AND ANY PERSON OR ENTITY ACTING FOR OR ON BEHALF OF, OR CLAIMING UNDER, ANY OF THEM, AND EACH OF THEM, TOGETHER WITH THEIR PREDECESSORS-IN-INTEREST, PREDECESSORS, SUCCESSORS-IN-INTEREST, SUCCESSORS, AND ASSIGNS (THE "CLASS").**

Cusip: 037347101

Ticker Symbol: ANH

Thanks so much,  
Tina



**Tina M. Chiango**  
Director of Claims Administration, Securities and Antitrust  
Direct: 215.979.1681  
[www.rg2claims.com](http://www.rg2claims.com)

**Chiango, Tina M.**

---

**From:** lensnotices@dtcc.com  
**Sent:** Monday, July 17, 2023 11:42 AM  
**To:** Chiango, Tina M.  
**Subject:** LENS Notice Confirmation

The following LENS notice has been announced successfully:

Document number: LG20230717-026

Category: LG

Subcategory: Litigation / Class Actions

Title: Anworth Settlement

CUSIPS: 037347101

Reference ID: mfvg05b6b5pk9qf5qnhsesgud643rkeaccpa17g1

DTCC DISCLAIMER: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify us immediately and delete the email and any attachments from your system. The recipient should check this email and any attachments for the presence of viruses. The company accepts no liability for any damage caused by any virus transmitted by this email. Message content created by DTCC is automatically secured using Transport Layer Security (TLS) encryption and will be encrypted and sent through a secure transmission connection if the recipient's system is configured to support TLS on the incoming email gateway. If there is no TLS configured or the encryption certificate is invalid on the recipient's system, the email communication will be sent through an unencrypted channel. Organizations communicating with DTCC should be using TLS v1.2 or newer to ensure continuation of encrypted communications. DTCC will not be responsible for any disclosure of private information or any related security incident resulting from an organization's inability to receive secure electronic communications through the current version of TLS.

# **EXHIBIT C**

# Monteverde & Associates PC Announces Proposed Class Action Settlement on Behalf of All Holders of Anworth Mortgage Asset Corporation Common Stock



---

NEWS PROVIDED BY

**Monteverde & Associates PC →**

14 Jul, 2023, 13:55 ET

---

NEW YORK, July 14, 2023 /PRNewswire/ --

**TO: RECORD AND BENEFICIAL HOLDERS OF ANWORTH MORTGAGE ASSET CORPORATION ("ANWORTH") COMMON STOCK FROM DECEMBER 6, 2020 THROUGH AND INCLUDING MARCH 19, 2021, THE DATE OF THE CONSUMMATION OF ANWORTH'S MERGER WITH AFFILIATES OF READY CAPITAL CORPORATION (THE "MERGER"), INCLUDING ANY AND ALL OF THEIR RESPECTIVE SUCCESSORS-IN-INTEREST, SUCCESSORS, PREDECESSORS-IN-INTEREST, PREDECESSORS, REPRESENTATIVES, TRUSTEES, EXECUTORS, ADMINISTRATORS, ESTATES, HEIRS, ASSIGNS AND TRANSFEREES, IMMEDIATE AND REMOTE, AND ANY PERSON OR ENTITY ACTING FOR OR ON BEHALF OF, OR CLAIMING UNDER, ANY OF THEM, AND EACH OF THEM, TOGETHER WITH THEIR PREDECESSORS-IN-INTEREST, PREDECESSORS, SUCCESSORS-IN-INTEREST, SUCCESSORS, AND ASSIGNS (THE "CLASS").**

**THE PARTIES TO A SHAREHOLDER CLASS ACTION SUIT CONCERNING THE MERGER HAVE AGREED TO A PROPOSED SETTLEMENT. YOU MAY BE ENTITLED TO COMPENSATION AS A RESULT OF THE PROPOSED SETTLEMENT IN THE ACTION CAPTIONED:**

***BAKER v. MCADAMS, Et. Al.*, Lead Case No. 21STCV07569**

YOU ARE HEREBY NOTIFIED, pursuant to California Code of Civil Procedure Section 382 and an Order of the Court, that the above-captioned action has been provisionally certified as a class action and that a settlement for \$3,000,000 has been proposed (the "Settlement"). Under the Settlement, the settlement amount, minus any Court-approved attorneys' fees not to exceed one third of the Settlement Fund, incentive awards of \$1,000 for each Plaintiff, expenses not to exceed \$36,000, and administrative costs estimated at \$45,000, will be distributed on a per share basis to Class members who owned shares of Anworth common stock from December 6, 2020 through and including March 19, 2021, the date of the consummation of the Merger. A hearing will be held before the Honorable Carolyn B. Kuhl in the Los Angeles County Superior Court, Department 12, located at 312 North Spring Street, Los Angeles, CA 90012, at **1:30PM on November 14, 2023** to determine whether the Settlement should be approved by the Court as fair, reasonable, and adequate, and to consider the application of Co-Lead Counsel for attorneys' fees and reimbursement of expenses and incentive awards for the named Plaintiffs (the "Settlement Hearing").

IF YOU ARE A MEMBER OF THE CLASS DESCRIBED ABOVE, YOUR RIGHTS WILL BE AFFECTED BY THIS SETTLEMENT. IF THE COURT APPROVES THE SETTLEMENT, YOU WILL BE FOREVER BARRED FROM PURSUING THE RELEASED CLAIMS. You may obtain copies of the Stipulation of the Agreement of Settlement, Compromise, and Release,, a detailed Notice of Pendency of Class Action, Proposed Settlement, Settlement Hearing, and Right to Appear (the "Notice"), and instructions concerning your right to appear and object to the Settlement or award of attorneys' fees by visiting [www. https://www.rg2claims.com/anworth.html](https://www.rg2claims.com/anworth.html) or contacting Co-Lead Counsel:

**MONTEVERDE & ASSOCIATES PC**

Juan E. Monteverde

The Empire State Building



350 Fifth Avenue, Suite 4405

New York, NY 10118

Tel: (212) 971-1341

Fax: (212) 202-7880

As described more fully in the Notice, you need not file a written objection in order to object and may appear at the Settlement Hearing personally to make an oral objection. In the event there is a written objection it shall be filed with the Court and served upon Co-Lead Counsel above such that they are received **no later than twenty-one (21) calendar days prior to the Settlement Hearing, or no later than October 24, 2023.**

If you want to be excluded from the Class and Settlement, you must make a request in writing **no later than twenty-one (21) calendar days prior to the Settlement Hearing, or no later than October 24, 2023.**

Further information may be obtained by contacting the Co-Lead Counsel listed above.

**PLEASE DO NOT CALL THE COURT.**

By Order of The Court

SOURCE Monteverde & Associates PC



# EXHIBIT G

**MONTEVERDE & ASSOCIATES PC**  
ATTORNEYS AT LAW

***Firm Résumé***

**NEW YORK OFFICE**  
**The Empire State Building**  
**350 Fifth Avenue, Suite 4740**  
**New York, NY 10118**  
**Tel: (212) 971-1341**  
**Fax: (212) 202-7880**

**CALIFORNIA OFFICE**  
**600 Corporate Pointe**  
**600 W. Corporate Pointe, Suite 1170**  
**Culver City, CA 90230**  
**Tel: (213) 446-6652**  
**Fax: (212) 202-7880**

# MONTEVERDE & ASSOCIATES PC

---

ATTORNEYS AT LAW

---

Monteverde & Associates PC was founded in 2016 and is a national class action law firm committed to protecting shareholders from corporate wrongdoing. The firm has significant experience litigating Mergers & Acquisitions and Securities Class Actions, protecting investors and recovering damages in the process. The legal team at the firm is passionate about all its cases and works tirelessly to obtain the best possible outcome for its clients and all shareholders. The firm is recognized as a preeminent securities firm listed in the Top 50 in the 2018-2022 ISS Securities Class Action Services Report.

The attorneys at Monteverde & Associates have been involved in a number of cases recovering substantial amounts of money for shareholders or investors through their litigation efforts, including in the selected list of cases below:

TARGET COMPANY ACQUIRED	INCREASED CONSIDERATION OR SETTLEMENT FUND
Anworth (Pending Approval)	\$3 million
American Capital (2018)	\$17.5 million
Apollo Education (2017)	\$54 million
ClubCorp (2019)	\$5 million
Comverge (2017)	\$5.9 million
Education Realty Trust (2022)	\$10 million
EnergySolutions (2014)	\$36 million
Envision Healthcare (2021)	\$17.4 million
Force Protection (2012)	\$11 million
GW Pharmaceuticals (Pending Approval)	\$7.75 million
Hansen Medical (2019)	\$7.5 million
Jaguar Animal (2021)	\$2.6 million
Jefferies Group (2015)	\$70 million
Mavenir Systems (2016)	\$3 million
MRV Communications (2021)	\$1.9 million
Oclaro (Pending Approval)	\$15.25 million
Orchard Enterprises (2014)	\$10.725 million
Papa Murphy's Holdings (2022)	\$2.4 million
Syntroleum (2016)	\$2.8 million
Transgenomic (2020)	\$1.95 million
US Geothermal (2020)	\$6.5 million
West Marine (2020)	\$2.5 million

Monteverde & Associates has also changed the law in the 9th Circuit, by lowering the standard of liability under Section 14(e) of the Exchange Act from scienter to negligence to better protect shareholders. *Varjabedian v. Emulex Corp.*, 888 F.3d 399 (9th Cir. 2018). Thereafter, the firm preserved this victory (after oral argument) by obtaining dismissal of a writ of certiorari as improvidently granted at the United States Supreme Court. *Emulex Corp. v. Varjabedian*, 139 S. Ct. 1407 (2019).

# MONTEVERDE & ASSOCIATES PC

---

ATTORNEYS AT LAW

---

## **Juan E. Monteverde**

Mr. Monteverde is the founder and managing partner for the firm. Mr. Monteverde has over a decade of experience advocating shareholder rights. Mr. Monteverde regularly handles high profile M&A cases seeking damages or to maximize shareholder value and has obtained monetary relief for shareholders.

Mr. Monteverde has also broken new ground when it comes to challenging proxies related to compensation issues post Dodd-Frank Act. *Knee v. Brocade Comm's Sys., Inc.*, No. 1-12-CV-220249, slip op. at 2 (Cal. Super. Ct. Santa Clara Cnty. Apr. 10, 2012) (Kleinberg, J.) (enjoining the 2012 shareholder vote related to executive compensation proxy disclosures). Mr. Monteverde also argued successfully before the 9th Circuit to change the law and lowered the standard of liability under Section 14(e) of the Exchange Act from scienter to negligence to better protect shareholders. *Varjabedian v. Emulex Corp.*, 888 F.3d 399 (9th Cir. 2018).

Mr. Monteverde has been selected by Super Lawyers as a New York Metro Rising Star in 2013, 2017 – 2019 and a Super Lawyer in 2022 – 2023, and by Martindale-Hubbell as a Top-Rated Lawyer 2017 – 2023.

Mr. Monteverde has been a keynote speaker at ABA, PLI, ACI and other conferences regarding merger litigation or executive compensation issues. Below is a list of published articles by Mr. Monteverde:

- Fair To Whom? Examining Delaware's Fair Summary Standard
- A Review of Trados and Its Impact
- Emerging Trends in Say-on-Pay Disclosure
- Battling for Say on Pay Transparency

Mr. Monteverde graduated from California State University of Northridge (B.S. Finance) and St. Thomas University School of Law (J.D., *cum laude*), where he served as a Law Review Staff Editor.

Mr. Monteverde is admitted to practice law in the State of New York, 2007.

# MONTEVERDE & ASSOCIATES PC

---

ATTORNEYS AT LAW

## **David E. Bower**

Mr. Bower is of counsel with the firm since 2016 and has extensive experience in securities and consumer class actions as well as corporate litigation and complex commercial litigation matters.

Mr. Bower has been in the private practice of law since 1981. Prior to forming his own law firm, Law Offices of David E. Bower, in 1996, Mr. Bower practiced for two years with the law firm Hornberger & Criswell where he supervised and coordinated complex business litigation. From 1989 to 1994, he was a partner with the law firm Rivers & Bower where he handled business, construction, real estate, insurance, and personal injury litigation and business and real estate transactions. From 1984 to 1989, he practiced in the insurance bad faith defense and complex litigation department of the Los Angeles, California based law firm of Gilbert, Kelley, Crowley & Jennett. From 1981 to 1984, he practiced law in New York as a partner with the law firm Boysen, Scheffer & Bower. Mr. Bower has extensive trial experience and has tried over 100 cases.

Mr. Bower is a graduate of the Mediation Training Program at UCLA and has a certification in Advanced Mediation Techniques. He has presided in over 200 mediations since becoming certified and is currently on the Los Angeles Superior Court Pay Panel of mediators and arbitrators. He was previously the President of the Board of A New Way of Life Reentry Project, a non-profit serving ex-convicts seeking reentry into society as productive citizens.

Mr. Bower is admitted to practice law in the State of New York, 1982, and California, 1985.

**Beth Keller**

Ms. Keller is of counsel with the firm since 2018 and has extensive experience in securities class actions as well as corporate governance reform.

For the last 16 years, she has focused her legal practice on shareholder rights litigation. Prior to working with Monteverde & Associates, Ms. Keller was a Partner at Faruqi & Faruqi, LLP, a nationally recognized securities firm based in New York City, where she litigated shareholder class and derivative actions, and served as head of the firm's Shareholder Derivative Litigation Department. She later became a founding Member of the boutique securities firm, Hynes Keller & Hernandez, LLC, where she was involved in all aspects of the firm's shareholder advocacy practice.

Ms. Keller has extensive litigation experience and has served as lead or co-lead counsel in numerous complex cases in which she has achieved substantial corporate governance measures and/or financial recoveries for the corporation and its stockholders.

Ms. Keller is admitted to practice law in the State of New York, 2003 and New Jersey, 2002.

**Miles D. Schreiner**

Mr. Schreiner is a senior associate with the firm from its inception in 2016. He is experienced in securities and consumer class action litigation, and has been an integral part of litigation teams that have recovered tens of millions of dollars for shareholders and consumers across the country.

Mr. Schreiner also has significant experience in appellate litigation. Mr. Schreiner successfully argued before the U.S. Court of Appeals for the Eighth Circuit in *Campbell v. Transgenomic, Inc.*, 916 F.3d 1121 (8th Cir. 2019), where he obtained reversal of a district court's order dismissing a Section 14(a) action and prompted the Eighth Circuit to clarify the standard governing misleading statements under the Exchange Act. Moreover, in *Murphy v. Inman*, No. 161454, 2022 Mich. LEXIS 733 (Mich. Apr. 5, 2022), Mr. Schreiner obtained a landmark victory for shareholders by persuading the Michigan Supreme Court to hold that shareholders have standing to bring direct claims for breaches of fiduciary duty when challenging unfair cash-out mergers. And in *Varjabedian v. Emulex Corp.*, 888 F.3d 399 (9th Cir. 2018), Mr. Schreiner was a key member of the team that persuaded the Ninth Circuit to split from five other circuits and adopt a lower culpability standard for claims under Section 14(e) of the Exchange Act.

Mr. Schreiner has also had multiple legal articles published, set forth below:

- Fair To Whom? Examining Delaware's Fair Summary Standard
- The Delaware Courts' Increasingly Laissez Faire Approach To Directorial Oversight
- Money-Back Guarantees Unlikely to Satisfy 'Superiority'
- A Deadly Combination: The Legal Response to America's Prescription Drug Epidemic

Mr. Schreiner is a *cum laude* graduate of Brooklyn Law School, where he was a Dean's Merit Scholar and served as a Law Review Editor. He obtained his undergraduate degree in Political Science from Tulane University, where he graduated *cum laude*.

Mr. Schreiner has been selected by Super Lawyers as a New York Metro Rising Star for 2018-2022. He is admitted to practice law in the State of New York (2013) and New Jersey (2012).

# MONTEVERDE & ASSOCIATES PC

---

ATTORNEYS AT LAW

## **Jonathan Lerner**

Mr. Lerner is an experienced class action and civil litigation attorney who currently represents shareholders in cases nationwide.

Before joining the firm, Mr. Lerner worked for a real estate litigation firm, where he handled foreclosure, title, and code violation matters as well as other real estate related proceedings. He also has a successful track record in New York State appellate courts on novel points of law and has transactional experience in the real estate and commercial context. He is deeply interested in science and technology and uses this knowledge to inform his investigations at the firm.

Mr. Lerner is a graduate of St. John's University School of Law, where he was a St. Thomas More Scholar. He obtained his undergraduate degree in Philosophy from the University of St Andrews in Scotland, where he graduated with First Class Honors, the highest academic honor conferred by universities in the United Kingdom.

Mr. Lerner is admitted to practice law in the State of New York, 2019.



**Rossella Scarpa**

Rossella Scarpa started in the firm in 2019 as a law clerk and became an associate in 2021. She has experience in financial services and securities class action litigation.

Ms. Scarpa graduated from Binghamton University (B.A. Economics and Political Science) in 2017 and from St. John's University School of Law (J.D.) in 2020. During law school, she was the Articles & Notes Editor for the St. John's American Bankruptcy Institute Law Review. Additionally, Ms. Scarpa was co-chair for the 2019 FINRA Triathlon Competition hosted by St. John's. Ms. Scarpa was also a legal intern for the St. John's Securities Arbitration Clinic.

Ms. Scarpa externed for Magistrate Judge Katharine Parker of the United States District Court for the Southern District of New York.

Ms. Scarpa is admitted to practice law in the State of New York, 2021.

# EXHIBIT H



#### **New Orleans, Louisiana**

1100 Poydras, Suite 960  
New Orleans, LA 70163

#### **New York, New York**

250 Park Avenue, 7<sup>th</sup> Floor  
New York, NY 10177

#### **San Francisco, California**

580 California Street, Suite 1200  
San Francisco, CA 94104

#### **Chicago, Illinois**

161 N. Clark Street, Suite 1700  
Chicago, IL 60601

#### **Paramus, New Jersey**

61 S. Paramus Rd., Suite 250  
Paramus, NJ 07652

Toll Free: (866) 467-1400  
Phone: (504) 455-1400  
Fax: (504) 455-1498

[www.ksfcounsel.com](http://www.ksfcounsel.com)

## Table of Contents

The Firm .....	1
Securities Litigation .....	1
Settled Cases .....	1
Corporate Governance and Derivative Litigation .....	4
Settled Cases .....	4
Consumer Protection Litigation .....	8
Settled Cases .....	8
Shareholder M&A Class Action Litigation .....	9
Settled Cases .....	9
Antitrust Litigation .....	11
Recent Victories .....	11
Attorneys .....	12
Partners .....	12
Lewis S. Kahn .....	12
Michael A. Swick .....	13
Charles C. Foti, Jr. ....	14
Kim E. Miller .....	15
Ramzi Abadou .....	17
Dennis White .....	18
Bruno Rosenbaum .....	19
Melinda A. Nicholson .....	19
Michael J. Palestina .....	22
J. Ryan Lopatka .....	24
Craig J. Geraci .....	25
Special Counsel .....	26
Vincent Giblin .....	26
Of Counsel .....	27
Melissa Harris .....	27
Daniel Kuznicki .....	28
C. Mark Whitehead III .....	28
Andrew J. Gibson .....	29

Associates.....	30
Alexander L. Burns.....	30
James Fetter.....	31
Jyoti Kehl.....	31
Nicolas Kravitz .....	32
Brian C. Mears .....	33
Edward Nasser .....	33
Gina Palermo .....	34
Alexandra Pratt.....	34
Rhosean Scott.....	35
Jenn Tetreault .....	35
Matthew P. Woodard .....	36
Other Professionals .....	37
Chuck Jouandot .....	37
Ashley Errington.....	37
Bronwyn Gibson .....	37
Sue Toledo .....	38

## The Firm

Kahn Swick & Foti, LLC (“KSF”) ([www.ksfcounsel.com](http://www.ksfcounsel.com)) is a boutique law firm with offices in New York City, San Francisco, Chicago, New Orleans, and New Jersey. KSF focuses predominantly on class actions, in the areas of securities and mergers & acquisitions, and on shareholder derivative and other complex litigation. Since its inception in 2000, KSF has recovered hundreds of millions of dollars for its clients.

KSF’s Lawyers have extensive experience litigating complex cases in the following practice areas: (i) securities litigation; (ii) corporate governance and derivative litigation; (iii) consumer protection litigation; (iv) shareholder merger and acquisition class action litigation; and (v) antitrust litigation. A sampling of the firm’s current cases and recent recoveries is set forth below.

*“[Kahn Swick & Foti] earned my unyielding admiration and respect in this case for the efficient and exceptionally reasonable way in which they found a prompt, fair, and equitable solution to the complex problems their clients faced...”*

Hon. Mark W. Bennett,  
United States District Judge  
In Re: Elgaouni v. Meta Financial Group, Inc.

## Securities Litigation

### SETTLED CASES

***In re Petrobras Securities Litigation***, No. 1:14-cv-9662 (S.D.N.Y.). *Member of Plaintiffs’ Steering Committee* for the Individual Actions (“PSC”), federal securities class action against Brazil’s state-controlled petrochemical company arising from “Operação Lava Jato,” the largest corruption scandal in the history of Latin America, whereby Plaintiffs alleged Defendants deliberately overpaid on various construction contracts in return for kickbacks. The Class action settled in 2018 for **\$3 billion** and, as a member of the PSC, KSF was found by the Court to have “made a substantial contribution to the class,” June 22, 2018 Opinion and Order at 39 (D.E. 834).

***Pearlstein v. BlackBerry Ltd., et al.***, No. 1:13-CV-07060-CM (S.D.N.Y.). *Lead Counsel*. The Hon. Colleen McMahon, United States District Judge for the Southern District of New York, entered a Final Judgment in this federal securities class action, approving a **\$165 million** settlement between Lead Plaintiffs, represented by Lead Counsel KSF, and BlackBerry, Limited. The settlement, one of the largest securities

litigation recoveries of 2022 and achieved on the eve of trial, resolved Plaintiffs' claims that BlackBerry made materially false and misleading statements and omissions regarding the sales of, and accounting relating to, its BB10 smartphones.

***Erica P. John Fund, Inc. v. Halliburton Co., et al.***, No. 3:02-cv-1152 (N.D. Tex.). *Co-Class Counsel*, federal securities class action against oilfield services company and a high-level officer, in which Class Counsel obtained a unanimous decision by the U.S. Supreme Court in *Erica P. John Fund, Inc. v. Halliburton Co., et al.*, 563 U.S. 804 (2011) vacating and remanding a decision of the Fifth Circuit, and then successfully defeated Defendants' attack on the *Basic v. Levinson* presumption of reliance in *Halliburton Co. v. Erica P. John Fund, Inc.*, 134 S. Ct. 2398 (2014). These two Supreme Court decisions led to certification of the class, and ultimately resulted in a cash settlement of **\$100 million** for investors.

***In re Chicago Bridge & Iron Secs. Litig.***, Case No. 1:17-cv-1580-LGS (S.D.N.Y.). On August 2, 2022, the Hon. Lorna G. Schofield, United States District Judge for the Southern District of New York, entered a Final Judgment in this federal securities class action, approving a **\$44 million** settlement obtained by Plaintiffs and KSF, as Lead Counsel, against a large engineering, procurement, and construction company, and certain officers and directors. The lawsuit alleged that Defendants made materially false and misleading statements and omissions regarding the performance of, and accounting relating to, CBI's nuclear business.

***Dr. Joseph F. Kasper, et. al. v. AAC Holdings, Inc., et. al.***, 3:15-cv-00923 (Consolidated) (M.D. Tenn.). *Co-Lead Counsel*, federal securities class action against a for-profit substance abuse treatment provider, and certain officers and directors, arising from Defendants' misleading statements regarding a criminal investigation into the death of a patient, resulting in a settlement of **\$25 million** for investors.

***In re Virgin Mobile USA IPO Litigation***, 2:07-cv-05619-SDW-MCA (D.N.J.), *Co-Lead Counsel*, federal securities IPO-related class action against a company providing wireless communication services, certain officers and directors, certain controlling shareholder entities, and Virgin's underwriters, resulting in a cash settlement of **\$19.5 million** for investors.

***Dougherty v. Esperion Therapeutics, Inc., et al.***, No. 2:16-cv-10089 (E.D. Mich.). *Co-Lead Counsel*, federal securities action against a pharmaceutical company and its chief executive officer, arising from misleading statements assuring the market that its sole drug candidate would not require a completed (and costly) cardiovascular outcomes trial prior to approval, resulting in a settlement of **\$18.25 million** for investors.

***In Re Eletrobras Securities Litigation***, Case No. 1:15-cv-05754 (Consolidated) (S.D.N.Y.). Co-Lead Counsel, federal securities class action against Centrais Eletricas Brasileiras S.A. and several of its former directors and officers, by U.S. investors after the company reported large losses related to a sprawling corruption scandal in Brazil. Nearly three years of protracted litigation resulted in a settlement of **\$14.75 million** for investors.

***Abramson v. NewLink Genetics Corp., et al.***, 1:16-cv-03545-AJN (S.D.N.Y.). Lead Counsel, federal securities action against a pharmaceutical company and certain officers arising from Defendants' misleading statements regarding the about the scientific literature and the design of their clinical trial for a pancreatic cancer treatment candidate, resulting in a settlement of **\$13.5 million** for investors.

***In re Tesco PLC Securities Litigation***, 14 Civ. 8495 (RMB) (S.D.N.Y.), *Lead Counsel*, federal securities class action against one of the world's largest grocery and general merchandise retailers based in the U.K., resulting in an all-cash settlement of **\$12 million** for investors in ADRs and F shares in the United States.

***In re BigBand Networks, Inc Securities Litigation***, 3:07-CV-05101-SBA (C.D. Cal.), *Co-Lead Counsel*, federal securities class action brought against a computer hardware corporation, certain officers and directors of the Company, and the Company's Underwriters, resulting in a cash settlement of **\$11 million** for investors.

***Kanefsky v. Honeywell International Inc. et al.***, Case No. 2:18-cv-15536-WJM-JAD (D. N.J.). On May 3, 2022, the Hon. William J. Martini, United States District Judge for the District of New Jersey, entered a Final Judgment approving a **\$10 million** settlement in this securities class action lawsuit in which KSF served as lead counsel. The lawsuit alleged that Defendants made materially false and misleading statements and failed to disclose material information regarding Honeywell's liabilities relating to former subsidiary Bendix Friction Materials' use of asbestos in certain, noting automotive products.

***In re U.S. Auto Parts Networks, Inc. Securities Litigation***, 2:07-cv-02030-GW-JC (C.D. Cal.), *Lead Counsel*, federal securities IPO-related class action against an online automotive supply company, certain members of its board of directors, and its underwriters, resulting in a cash settlement of **\$10 million** for investors.



## Corporate Governance and Derivative Litigation

---

### SETTLED CASES

***Orrego v. Lefkofsky (Groupon, Inc. Derivative Litigation)***, No. 12 CH 12420 (Ill. Cir. Ct, Cook Cnty., Ch. Div.). KSF acted as Co-Lead Counsel in the consolidated shareholder derivative action filed in the Chancery Division of the Cook County Circuit Court in Illinois, which was brought derivatively on behalf of Groupon, Inc. against certain of its current and former directors and officers for allegedly breaching their fiduciary duties by, among other things, causing Groupon to issue or make materially false and misleading statements and failing to implement necessary controls over Groupon's accounting function. KSF facilitated a settlement comprising of comprehensive corporate governance reforms with an estimated value of **\$159 million**, including changes to the Compensation Committee Charter, implementation of director education requirements, enhanced Independent Director meeting obligations, augmentations to the Audit Committee and Disclosure Committee rules and procedures, creation of a new Director of Compliance position, and the retention of an independent auditing firm to conduct an assessment of the company's internal audit department.

***In re Bank of America Corp. Securities, Derivative, & Employment Retirement Income Security Act (ERISA) Litigation***, 09 Civ.580 (DC) (S.D.N.Y.). KSF served as court appointed Co-Lead Counsel in the Southern District of New York, and sued current and former executive officers and directors of the company, on behalf of shareholders. The substance of this action focused on Bank of America's January 1, 2009, acquisition of Merrill Lynch & Co., Inc. in a stock-for-stock transaction. This action alleged, among other things, that certain material information was omitted from the proxy statement filed with the Securities and Exchange Commission and mailed to stockholders on November 3, 2008. This proxy was critical in allowing defendants to obtain shareholder consent for the issuance of shares necessary to consummate the Merger. KSF was successful in resolving this action after defeating motions to dismiss by multiple defendants. In addition to major corporate governance reforms, KSF was also able to recover over **\$62.5 million** for the company.

***Bassett Family Trust v. Costolo, et al. (Twitter, Inc. Derivative Litigation)***, C.A. No. 2019-0806 (Del. Ch.). As counsel for the plaintiff in this demand wrongfully-refused shareholder derivative action, KSF brought breach of fiduciary claims derivatively on behalf of Twitter, Inc. ("Twitter") against certain of its current and former directors and officers for breaches of duties involving false and misleading statements about Twitter's user engagement and growth and for insider trading. Plaintiffs were able to secure a settlement providing that Twitter's board of directors will pay **\$38 million** in cash to Twitter. Twitter's board will also

adopt a series of corporate governance reforms, which include (among other things): (i) enhanced board independence and oversight reforms, including amendments to the charters for the Disclosure Committee and the Audit Committee; (ii) enhancements to oversight of corporate strategy and risk, internal controls, and disclosures, including the creation of the Independent Chief Compliance Officer; and (iii) enhancements to corporate policies regarding compliance training, compensation, insider trading, and recapture of cash-based incentive compensation.

***In re Barnes & Noble Stockholder Derivative Litigation***, C.A. No. 4813 (Del. Ch.). As Co-Lead Counsel in this shareholder derivative action filed in the Court of Chancery of the State of Delaware on behalf of Barnes & Noble, Inc. against certain of its officers and directors, including Chairman Leonard Riggio, related to the company's 2009 acquisition of Mr. Riggio's private company Barnes & Noble College Booksellers, Inc., alleging that the purchase price, and the process by which it was agreed to, was not entirely fair to Barnes & Noble, Inc. and harmed shareholders, KSF helped obtain a settlement resulting in the recovery of **\$29 million** for Barnes & Noble, Inc. in the form of reductions to the principal and interest payable to Mr. Riggio.

***Weil v. Baker (ArthroCare Corporation Derivative Litigation)***, No. 08-CA-00787 (W.D. Tex.). As Co-Lead Counsel in the consolidated federal derivative action on behalf of ArthroCare Corporation against certain of its officers and directors arising from alleged improprieties in the company's marketing of spine wands, KSF helped obtain a cash settlement of **\$8 million**, along with important corporate governance changes.

***In re Fitbit, Inc. Stockholder Derivative Litigation***, Consolidated C.A. No. 2017-0402 (Del. Ch.). As Co-Lead Counsel in this shareholder derivative action filed in the Court of Chancery of the State of Delaware on behalf of Fitbit, Inc. ("Fitbit") against certain of its officers and directors, KSF alleged that certain insiders made stock sales in the company's initial public offering and—after agreeing to release the insiders from lock-up agreements that barred them from trading for 180 days after the initial public offering—an early secondary offering, taking take advantage of an artificially positive market response to Fitbit's flagship PurePulse heartrate monitoring technology. KSF was successful in resolving this action after defeating the defendants' motion to dismiss, recovering **\$5 million** for Fitbit.

***In re Conduent Incorporated Shareholder Derivative Litigation***, Lead Case No. 650903/2021 (N.Y. Sup. Ct., N.Y. Cnty., Ch. Div.). KSF acted as Co-Lead Counsel in the consolidated shareholder derivative action filed in the New York Supreme Court, New York County, which was brought derivatively on behalf of Conduent Incorporated against certain of its current and former directors and officers for allegedly breaching their fiduciary duties by (i) failing to oversee its electronic tolling line of business, resulting in

finances, government complaints, and revenue withholding and (ii) causing the Company to make materially false and misleading statements in press releases and SEC filings about the known issues with its legacy information technology infrastructure that was impacting the Company's financial guidance and growth. KSF facilitated a settlement comprising of robust and fulsome corporate governance reforms, including Board refreshment, formation of the Corporate Social Responsibility and Public Policy Committee, separation of the Chief Executive Officer and Chairperson positions, enhancements to the duties and responsibilities of the Audit Committee regarding financial reporting and internal controls, creation of a Board-level Risk Oversight Committee, addition of the Chief Risk Officer to the management-level Disclosure Committee, adoption of an enhanced Amended Compensation Recoupment Policy.

***In re FAB Universal Corporation Shareholder Derivative Litigation***, Lead Case No. 14-cv-687 (S.D.N.Y.). As sole Lead Counsel in this consolidated action, KSF brought breach of fiduciary claims derivatively on behalf of FAB Universal Corporation against certain of its current and former directors and officers. Claims brought included breaches of duties of loyalty, due care, good faith, independence, candor and full disclosure to shareholders; misappropriation of material, non-public information of the Company by certain individual defendants; and violations of Section 14(a) of the Securities Exchange Act of 1934 and Rule 14a-9 promulgated thereunder. The action focused on defendants' publication of false and misleading statements concerning the Company's kiosk business in China, and the failure to disclose the issuance of \$16.4 million worth of bonds to Chinese investors in April 2013. KSF obtained a settlement involving numerous corporate governance reforms, including the creation of a new Disclosure Committee to put effective procedures and protocols in place and designed to ensure that all of the Company's public statements are vetted for accuracy, integrity and completeness. KSF was also able to cause the Company to modify the Charter of the Audit Committee to provide that at least one non-executive member of the Audit Committee has general expertise in accounting or financial management. Modifications were also caused to be made to the Company's Corporate Governance Committee and to the Company's Code of Conduct.

***In re Fifth Street Finance Corp. Stockholder Litigation***, Consolidated C.A. No. 12157 (Del. Ch.). As Co-Lead Counsel in this shareholder derivative action filed in the Delaware Court of Chancery on behalf of Fifth Street Finance Corporation ("FSC") against certain current and former directors of FSC, its investment advisor, Fifth Street Asset Management Inc. ("FSAM"), and current and former directors and officers of FSAM, KSF alleged that certain FSC and FSAM officers and directors caused FSC to pursue reckless asset growth strategies, to employ aggressive accounting and financial reporting practices, and to pay excessive fees under FSC's investment advisory agreement with FSAM, in order to inflate the perceived value of FSAM in the lead up to FSAM's initial public filing. KSF was instrumental in obtaining a settlement

consisting of certain changes to FSC's investment advisory agreement and governance enhancements. The changes to the investment advisory agreement include a waiver by FSAM of fees equal to \$10 million and an acknowledgment that plaintiffs were a substantial and remedial factor in the reduction of base management fees from 2% to 1.75%. The governance enhancements include additional Board governance provisions, enhanced policies, practices and procedures regarding FSC's valuation of its investments, increased disclosure of relevant issues, and increased consultation with outside advisors and independent third parties.

***Lowry v. Basile (Violin Memory, Inc. Derivative Litigation)***, No. 4:13-cv-05768 (N.D. Cal.). As counsel for the plaintiff in this shareholder derivative action, KSF brought breach of fiduciary claims derivatively on behalf of Violin Memory, Inc. against certain of its current and former directors and officers for breaches of duties and waste of corporate assets. The action focused on defendants' publication of false and misleading statements concerning the Company's operating results and financial condition and alleged waste of corporate assets by granting outsized compensation to the CEO that was not in line with the performance of the Company. KSF obtained a settlement involving numerous corporate governance reforms, including the formalization of a Disclosure Committee to put effective procedures and protocols in place and designed to ensure that all of the Company's public statements are vetted for accuracy, integrity and completeness. KSF was also able to cause the Company to modify the Charter of the Compensation Committee to provide that the committee will create annual and long-term performance goals for the CEO, whose compensation will be based on whether those performance goals are achieved. Modifications were also caused to be made to the Company's Audit Committee and to the Company's Corporate Governance Guidelines.

***In re Moody's Corporation Shareholder Derivative Litigation***, No. 1:08-CV-9323 (S.D.N.Y.). As Lead Counsel for the demand-excused shareholder derivative actions filed on behalf of Moody's Corporation against current and former executive officers and directors of the company, asserting various claims, including for breach of fiduciary duty, in connection with, inter alia, Moody's credit ratings on various mortgage-backed securities, KSF helped obtain a settlement in which the settling defendants agreed that Moody's had implemented or will adopt, enhance and/or maintain certain governance, internal control, risk management and compliance provisions, designed to identify, monitor and address legal, regulatory and internal compliance issues throughout the business and operations of Moody's Investors Service, Inc., the credit rating agency operating subsidiary of the company.

***In re Morgan Stanley & Co., Inc. Auction Rate Securities Derivative Litigation***, No. 1:08-CV-07587 (S.D.N.Y.). As Lead Counsel for shareholders in this federal derivative action against a prominent broker-dealer to redress harms to the company from its sales and marketing of auction rate securities, KSF obtained

substantial corporate governance reforms that promised to avoid a recurrence of similar harms in the future.

***In re Star Scientific, Inc. Virginia Circuit Court Derivative Litigation***, Lead Case No. CL13-2997-6 (Va. Cir. Ct., City of Richmond). KSF acted as court appointed Lead Counsel in the consolidated state court shareholder derivative action filed on behalf of Star Scientific, Inc. against certain current and former directors and officers. This action focused on defendants' false statements and misrepresentations concerning the Company's product Anatabloc. Specifically, the action stated that defendants had caused or allowed the Company concealed: (i) private placements and related-party transactions; (ii) government investigations of the Company; and (iii) a December 2013 warning letter from the U.S. Food and Drug Administration. In resolving this matter, KSF obtained sweeping corporate governance changes, including but not limited to, the creation of a new board-level committee to review and oversee the Company's legal, regulatory, compliance, and government affairs functions. KSF also caused the Company to modify the charter of the Audit Committee to strengthen disclosure oversight and risk management. Modifications were also caused to be made to the Company's Compensation Committee. The Company was caused to adopt a set of Corporate Governance Guidelines. A new Governance and Nominating Committee was created and the position of Compliance Officer tasked with oversight and administration of the Company's corporate governance policies was added. Changes were also made to the Company's Corporate Code of Business Conduct and Ethics.

## Consumer Protection Litigation

### SETTLED CASES

***In re: General Motors Corp. Speedometer Products Liability Litigation***, MDL No. 1896, *Co-Lead Counsel*. Appointed co-lead counsel for national class of 4.2 million purchasers of certain GM trucks with defective speedometers. The case was resolved successfully by GM agreeing to fix defective speedometers for free and to reimburse class members for all past repair costs.

***Rose Goudeau, et. al. v. The Administrators of the Tulane Educational Fund, et. al.***, No. 2004-04758, Sec. 13, Div. J (Civil District Court for the Parish of Orleans), *Class Co-Counsel*. Nationwide class action certified on behalf of near relatives of individuals who donated their bodies to the Tulane Willed Body Program. The complaint alleged that the Tulane Willed Body Program sold the donated bodies and/or body parts to third parties. A settlement of **\$8,300,000** was obtained for the class members.

**Barbara Thomas, et. al. v. ClearCredit, et. al.**, No. 03-2580 (E.D. La.). Co-Lead Counsel in national class action involving violations of the Fair Credit Reporting Act. Settled for approximately **\$6 million** in benefits to the consumer class along with injunctive relief.

**Sterling Savings Bank v. Poleline Self-Storage LLC**, No. CV-09-10872 (Idaho Dist. Ct.), *Class Counsel*. In this putative class action, a borrower alleged that the Bank improperly used the 365/360 method of interest calculation on several commercial loans. A settlement of **\$3.5 million** was recovered for bank customers.

## Shareholder M&A Class Action Litigation

### SETTLED CASES

**In re Saba Software, Inc. Stockholder Litigation**, Consol. Case No. 10697 (Delaware Court of Chancery 2015). *Member of Executive Committee*. Class action for breach of fiduciary duties to shareholders relating to a proposed merger of software company. Settlement consisted of **\$19.5 million** common fund.

**In re American Capital, Ltd. Shareholder Litigation**, Case No. 422598-V (Circuit Court for Montgomery County, Maryland 2016). *Co-Lead Counsel*. Class action for breach of fiduciary duties to shareholders against both the target board and senior management and an activist investor fund (as a controller) relating to a proposed merger of a publicly traded private equity company. Settlement consisted of **\$17.5 million** common fund from the target's board and the activist investor.

**Kenneth Riche, et al v. James C. Pappas, et al.**, C.A. No. 2018-0177 (Del. Ch). *Co-Lead Counsel*. Class action for breach of fiduciary duties to shareholders against the target board and activist investors relating to a proposed merger of a publicly traded geothermal company. Settlement consisted of **\$6.5 million** common fund, which represented a significant 7.7% premium to the \$84 million adjusted enterprise value of the merger to the non-defendants shareholders/class members.

**Rice v. Genworth Financial Incorporated, et al.**, Consol. Case No. 3:17-cv-00059 (Eastern District of Virginia 2017). *Co-Lead Counsel*. Class action for violation of Section 14(a) relating to a proposed merger of insurance company. Settlement consisted of additional material disclosures to proxy statements.

**Wojno v. FirstMerit Corp., et al.**, Case No. 5:16-cv-00461 (Northern District of Ohio 2016). *Co-Lead Counsel*. Class action for violation of Section 14(a) relating to a proposed merger of bank holding company. Settlement consisted of additional material disclosures to proxy statements.

***In re BTU International, Inc. Stockholders Litigation***, Consol. C.A. No. 10310-CB (Delaware Court of Chancery 2014). *Co-Lead Counsel*. Class action for breach of fiduciary duties to shareholders relating to a proposed merger of electronics and solar goods companies. Settlement consisted of additional material disclosures to proxy statements. First known settlement to pass the exacting Trulia standards articulated by the Court of Chancery.

***In re EnergySolutions, Inc. Shareholder Litigation***, C.A. 8203 (Delaware Court of Chancery 2014). *Plaintiff's Co-Lead Counsel*. Class action for breach of fiduciary duties to shareholders relating to a proposed merger of nuclear energy related companies worth \$1.1 billion (\$375 million in proposed shareholder consideration). Settlement consisted of \$0.40 price bump which increased the consideration to shareholders by more than 10% or approximately \$38 million. Settlement also included over 20 pages of additional disclosures to proxy statement relating to process and pricing claims.

***Hill v. Cohen, et al. (Summit Financial Services Group, Inc.)***, 2013 CA 017640 (15th Judicial Circuit Court, Florida). *Co-lead Counsel*. Class action for breach of fiduciary duties to shareholders relating to a proposed merger of a financial services company. Contingent and delayed aspects of the proposed merger consideration, worth several million dollars, were accelerated and paid to shareholders ahead of schedule and settlement involved several pages of additional disclosures were made to the proxy statement.

***In re InSite Vision Inc. Consolidated Shareholder Litigation***, Lead Case No. RG-15774540 (c/w Case No. RG-15777471). *Counsel for Plaintiffs*. Class action for breach of fiduciary duties to shareholders relating to a proposed merger of medical companies. Litigation was followed by a public bidding war that resulted in a \$30 million increase in merger compensation.

***In re Medtox Scientific, Inc. Shareholders Litigation***, Court File No. 62-CV-12-5118 (Minnesota District Court 2013). *Plaintiffs' Lead Counsel*. Class action for breach of fiduciary duties to shareholders relating to a proposed merger of medical technology companies. Settlement consisted of additional material disclosures to proxy statement.

***Heron v. International Rectifier Corporation, et al.***, Case No. BC556078 (Superior Court of the State of California, County of Los Angeles). *Co-Lead Counsel*. Class action for breach of fiduciary duties to shareholders relating to a proposed merger of electronics companies. Settlement consisted of additional material disclosures to proxy statements.

***Sachs Investment Group v Sun Healthcare Group, Inc., et al.*** 30-2012-580354-CU-SL (Superior Court of the State of California 2013). *Plaintiffs' Counsel*. Class action for breach of fiduciary duties to shareholders

relating to a proposed merger of healthcare companies. Settlement consisted of additional material disclosures to proxy statement.

*In re Susser Holdings Corp. Stockholders Litigation*, C.A. 9613 (Delaware Court of Chancery 2014). *Co-Lead Counsel*. Class action for breach of fiduciary duties to shareholders relating to a proposed merger of convenience store and gas station companies. Settlement consisted of additional material disclosures to proxy statements regarding hidden value of individual distribution rights in limited partnership.

## Antitrust Litigation

### RECENT VICTORIES

*Oliver, et al. v. American Express Company, et al.*, No. 1:19-cv-00566-NGG-SMG (E.D.N.Y). On April 30, 2020, the Hon. Nicholas G. Garaufis, United States District Court Judge for the Eastern District of New York, entered an Order denying, in part, defendants' motion to dismiss. This matter, in which Kahn Swick & Foti, LLC is a member of Plaintiffs' Executive Committee, seeks damages, restitution, and injunctive relief against the American Express Company and American Express Travel Related Services Company, Inc. (collectively, "Amex"), on behalf of persons that used an electronic form of payment other than an Amex charge or credit card to purchase goods and services sold by merchants across the country at prices allegedly inflated by Amex's non-discrimination provisions. Judge Garaufis ruled that plaintiffs adequately pled violations of 22 state antitrust and/or consumer protection laws and allowed plaintiffs' case to proceed against Amex for these violations.

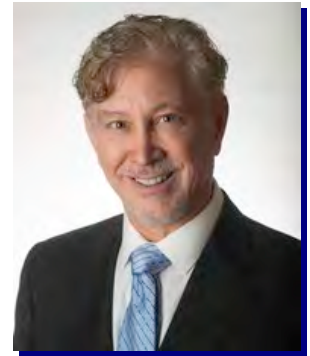


## Attorneys

### PARTNERS

#### Lewis S. Kahn

Lewis Kahn is a founding partner of KSF and serves as the firm's managing partner. Mr. Kahn's practice is devoted to representing institutional and retail investors in connection with damages suffered as a result of securities fraud, breaches of fiduciary duties by corporate boards, and other egregious corporate conduct.



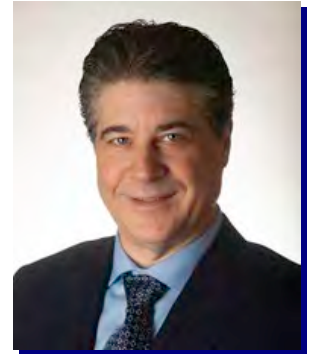
Mr. Kahn oversees the firm's securities practice, which has been responsible for settlements including the long-running securities class action against Halliburton where KSF was Co-Class Counsel with David Boies, a case in which the firm twice beat back [Halliburton's attempt in the United States Supreme Court to eviscerate shareholder rights](#), and obtained a **\$100 million** settlement for the Class after prior and subsequently replaced national securities counsel attempted to settle the case for \$6 million. Most recently, Mr. Kahn negotiated settlement of *Pearlstein v. Blackberry Ltd., et al.*, No. 1:13-CV-07060-CM (S.D.N.Y.), for **\$165 million**, one of the largest securities litigation recoveries of 2022 and achieved on the eve of trial, resolving Plaintiffs' claims that BlackBerry made materially false and misleading statements and omissions regarding the sales of, and accounting relating to, its BB10 smartphones. Other matters have included *In re Virgin Mobile USA IPO Litigation*, 2:07-cv-05619-SDW-MCA (**\$19.5 million settlement**), *In re Tesco PLC Securities Litigation*, 14 Civ. 8495 (**\$12 million settlement**), *In re BigBand Networks, Inc. Securities Litigation*, 3:07-CV-05101-SBA (**\$11 million settlement**), *In re U.S. Auto Parts Networks, Inc. Securities Litigation*, 2:07-cv-02030-GW-JC (**\$10 million settlement**), *In re Bank of America Corp. Securities, Derivative, and Employment Retirement Income Security Act (ERISA) Litigation*, 09 Civ.580 (DC) (S.D.N.Y.) (**\$62.5 million** cash payment to Bank of America o/b/o Board), *In re Barnes & Noble Stockholder Derivative Litigation*, C.A. No. 4813-VCS (Del. Ch. Ct.) (recovery of **\$29 million** for Barnes & Noble, Inc. in the form of reductions to the principal and interest payable to CEO), and *In re EnergySolutions, Inc. Shareholder Litigation*, C.A. 8203-VCG (Del. Ch. 2014) (\$0.40 price bump which increased the consideration to shareholders by more than 10% or approximately **\$38 million**).

In addition to securities lawsuits, Mr. Kahn has significant experience with consumer fraud and mass tort class actions. Mr. Kahn has been appointed to various leadership positions in federal class action litigation over the years.

Mr. Kahn holds a Bachelor's degree from New York University in 1990 and received a Juris Doctor from Tulane Law School in 1994. Mr. Kahn is a member of the Louisiana Bar and is licensed to practice in all Louisiana state courts, as well as the United States Supreme Court, the United States Courts of Appeal for the Second, Fifth and Ninth Circuits, and the United States District Courts for the Eastern, Middle and Western Districts of Louisiana.

### **Michael A. Swick**

Michael A. Swick is a co-founding partner of KSF and heads the firm's case starting department, overseeing case evaluation and initiation in the firm's securities, shareholder derivative and mergers & acquisitions practice groups. Prior to founding KSF, Mr. Swick had a distinguished career working at several of the nation's premiere class action litigation firms.



Relying on analytical skills honed at Tulane Law School and Columbia University's Graduate program of Arts & Sciences, throughout his career, Mr. Swick has played an important role in investigating large securities frauds and in developing and initiating litigations against the nation's largest corporations. Over his career, Mr. Swick has also participated in the litigation of cases that have resulted in hundreds of millions of dollars in recoveries for aggrieved shareholders and institutional investors.

Mr. Swick also works closely with the firm's institutional investor clients and participates in the management and development of KSF's portfolio monitoring systems.

In addition to his unique educational background, following law school, Mr. Swick also worked on the New York Mercantile Exchange, where he was involved first-hand, in the open-outcry trading of crude oil and natural gas futures and options contracts.

Mr. Swick received a Juris Doctor from Tulane Law School in 1994, and a Master of Political Philosophy from Columbia University Graduate School of Arts & Sciences in 1989 as well as a joint B.A. in Philosophy and Political Science from State University of New York at Albany in 1988. Mr. Swick was admitted to the State Bar of New York in 1997 and is admitted to practice before the United States District Court for the Southern District of New York, and the United States Supreme Court.

### Charles C. Foti, Jr.

Charles C. Foti, Jr. served as the Attorney General for the state of Louisiana from 2004-2008, after serving for 30 years as one of the most innovative law enforcement officials in the United States as Orleans Parish Criminal Sheriff. Throughout his career, General Foti has remained committed to public service.



As Attorney General for the state of Louisiana, General Foti's achievements include:

- Recovering over **\$24 million** for Louisiana consumers in consumer fraud matters, **\$8 million** in anti-trust litigation, **\$9.1 million** for state employees through Office of Group Benefits, over **\$2 million** for auto complaints, over **\$33 million** in Medicaid Fraud.
- Investigating and apprehending numerous contractor fraud criminals in the wake of one of the worst natural disasters in United States history, Hurricane Katrina.
- Doubling the number of arrests for crime against children through the Louisiana Internet Crimes Against Children Task Force.

Prior to serving as Louisiana Attorney General, over the course of a distinguished career spanning decades, General Foti took countless cases to trial. General Foti served as the head of the criminal division of the city of New Orleans Attorney's Office. He served as the police attorney for the city of New Orleans and prosecuted federal cases including prisoner overcrowding cases. He also served as an assistant District Attorney for Orleans Parish. Even early in his career, he tried cases as in house counsel for the nationally-known insurance carrier, Allstate.

In his tenure as Orleans Parish Criminal Sheriff, General Foti oversaw the enormous expansion of the parish jail, growing from 800 prisoners in 1973 to more than 7,000 currently. As the prison expanded, so did the need for education and rehabilitation skills for prisoners. As Sheriff, General Foti started the first reading and GED programs, work release programs, drug treatment programs and the nation's first boot camp at the local level, all to prepare prisoners for a future without crime. Administratively, General Foti managed a multi-million dollar budget and a complex organization of more than 1,400 employees.

General Foti has for many years been an advocate for the elderly. As Sheriff, he and a small army of volunteers provided Thanksgiving meals for senior citizens in the New Orleans area. He started a back-to-work program for senior citizens that helps people over the age of 55 get back into the workforce.

General Foti received his Juris Doctor degree from Loyola University Law School in 1965, after serving his country in the United States Army from 1955 through 1958.

### Kim E. Miller

Kim E. Miller is a KSF partner who specializes in securities litigation and other complex class action litigation. Ms. Miller also supervises the New York City office of KSF. Prior to joining the firm in 2006, Ms. Miller was a partner at one of the nation's leading plaintiff class action firms. Ms. Miller also spent two years as a securities litigator on the defense side.

*"One of the best lawyers to appear in front of me in a long time..."*

Hon. Charles R. Breyer,  
United States District Judge  
In Re:ShoreTel, Inc. Sec. Litig.

Over the course of her career, Ms. Miller has represented many thousands of harmed investors in class actions filed throughout the country. In a recent Order and final judgment in which KSF served as Lead Counsel, *Elgaouni v. Meta Financial Group, Inc.*, 10-4108-MWB (N.D. Iowa) (June 29, 2012) (Bennett, J.), the Federal District Court noted:

"Indeed, I find that this action has been a model of how complex class actions should be conducted. Counsel for the Lead Plaintiff, Kim Miller, and her firm, Kahn Swick & Foti, L.L.C., and [Defense Counsel] showed the utmost professionalism and civility, required very limited court intervention while diligently pursuing their objectives, and sought and obtained a fair and reasonable settlement before incurring substantial costs for discovery and trial preparation, all to the benefit of the Lead Plaintiff, Class Members, and the Defendants....I applaud their skill, expertise, zealousness, judgment, civility, and professionalism in putting the best interests of their respective clients first and not only foremost, but exclusively ahead of their law firms' financial interests. Ms. Miller and [Defense Counsel] and their respective law firms earned my unyielding admiration and respect in this case for the efficient and exceptionally reasonable way in which they found a prompt, fair, and equitable solution to the complex problems their clients faced in this litigation, and they accomplished all of this with virtually no judicial intervention. In sum, my only deeply held regret in this case is that bioscience has not sufficiently advanced to allow the cloning of Ms. Miller and [Defense Counsel] for lead counsel roles in all complex civil class action litigation in the Northern District of Iowa."

At another recent settlement hearing in which KSF served as Lead Counsel, *In re ShoreTel, Inc. Sec. Litig.*, 3:08-cv-00271-CRB (N.D. Cal.), the Federal District Court (Breyer, J.) noted, with respect to Ms. Miller, “You’re one of the best lawyers to appear in front of me in a long time....”

In addition to litigating many securities fraud and IPO-related securities cases, Ms. Miller has worked extensively on cases involving allegations of improper directed brokerage arrangements and excessive charges in mutual fund cases brought pursuant to the 1934 Securities Exchange Act and/or the Investment Company Act of 1940. She was also involved in the mutual funds late trading/market timing litigation. Ms. Miller’s class action trial experience includes participating as a trial team member in a four-month jury trial involving fraud-based claims the resulted in a jury verdict in favor of Plaintiffs and the Class.

In the course of her career, Ms. Miller has been involved in a variety of cases in which large settlements were reached, including:

- **Settlement value of \$127.5 million.** *Spahn v. Edward D. Jones & Co., L.P.*, 04-cv-00086-HEA (E.D. Mo.)
- **\$110 Million Recovery.** *In re StarLink Corn Prods. Liab. Litig.*, MDL No. 1403 (N.D. Ill.)
- **\$100 Million Recovery.** *In re American Express Financial Advisors, Inc. Sec. Litig.*, 1:04-cv-01773-DAB (S.D.N.Y.)

Ms. Miller is KSF’s lead litigator in its securities class action practice. While at KSF, Ms. Miller has supervised all aspects of the following successful litigations, among many others: *Erica P. John Fund, Inc. v. Halliburton Company, et al.*, 3:02-CV-1152-M (N.D. Tex.) (**\$100 million**); *In re Virgin Mobile USA IPO Litig.*, 2:07-cv-05619-SDW-MCA (D.N.J.) (**\$19.5 million settlement**); *In re BigBand Networks, Inc. Sec. Litig.*, 3:07-CV-05101-SBA (N.D. Cal.) (**\$11 million settlement**); and *In re U.S. Auto Parts Networks, Inc. Sec. Litig.*, 2:07-cv-02030-GW-JC (C.D. Cal.) (**\$10 million settlement**).

After graduating with honors from Stanford University in 1992 with a double major in English and Psychology, Ms. Miller earned her Juris Doctor degree from Cornell Law School, *cum laude*, in 1995. While at Cornell, Ms. Miller was the Co-Chair of the Women’s Law Symposium, Bench Brief Editor of the Moot Court Board, and a member of the Board of Editors of the Cornell Journal of Law & Public Policy. She was also a judicial intern for The Honorable David V. Kenyon in the Central District of California. Her *pro bono* work includes representing families of 9/11 victims at *In re September 11 Victim Compensation Fund* hearings. Ms. Miller has also served as a fundraiser for the New York Legal Aid Society. She is admitted to practice before the United States Supreme Court, the States of California and New York, and before the

United States District Courts for the Southern and Eastern Districts of New York and the Northern, Southern, and Central Districts of California. She is also admitted to the United States Courts of Appeal for the Second, Fifth, Ninth and Eleventh Circuits.

## Ramzi Abadou

Mr. Abadou is a KSF partner who oversees the Firm's San Francisco office. He specializes in securities litigation and is responsible for numerous precedent-setting securities decisions, including:



- *In re UnitedHealth Group PSLRA Litig.*, 2007 U.S. Dist. LEXIS 40623 (D. Minn. 2007) (**\$925.5 million recovery**);
- *In re Eletrobras Secs. Litig.*, 245 F. Supp. 3d 450 (S.D.N.Y. 2017) (**\$14.75 million recovery**);
- *Kasper v. AAC Holdings, Inc.*, 2016 U.S. Dist. LEXIS 87492 (M.D. Tenn. 2016) (**\$25 million recovery**);
- *Dougherty v. Esperion Therapeutics*, 2020 U.S. Dist. LEXIS 216515 (E.D. Mich. 2020) (**\$18.25 million recovery**);
- *Khoja v. Orexigen Therapeutics*, 2021 U.S. Dist. LEXIS 230105 (S.D. Cal. 2021) (**\$4.8 million recovery**);
- *In re SemGroup Energy Partners, L.P.*, 729 F. Supp. 2d 1276 (N.D. Ok. 2010) (**\$28 million recovery**);
- *Minneapolis Firefighters' Relief Ass'n v. Medtronic, Inc.*, 278 F.R.D. 454 (D. Minn. 2011) (**\$85 million recovery**);
- *In re CytRx Corp. Sec. Litig.*, 2015 U.S. Dist. LEXIS 91447 (C.D. Cal. 2015) (**\$8.5 million recovery**).

Mr. Abadou also prevailed in litigation before the United States Court of Appeals for the Ninth Circuit and the United States Supreme in *Khoja v. Orexigen Therapeutics, Inc.*, 899 F.3d 988 (9th Cir. 2018) *cert. denied sub nom. Hagan v. Khoja*, 139 S. Ct. 2615 (2019). *Orexigen* significantly altered the civil pleading practice landscape in the Ninth Circuit, leading *Securities Law360* to describe *Orexigen* one of the "Biggest Securities Decisions of 2018."

In 2010, Mr. Abadou was named one of the *Daily Journal's* Top 20 Lawyers in California under 40 and, since 2015, has been selected to *Super Lawyers* annually as a leading securities litigation practitioner. He has been invited to lecture on securities litigation at Stanford University Law School, the University of San Diego School of Law, Boston College Law School and is a Law Lecturer at U.C. Berkeley Law School. Mr. Abadou has been covered by the press in *Bloomberg*, *The Guardian*, *SFGate*, *NBC News* among others.

He obtained a B.A. from Pitzer College in 1994 and an M.A. from Columbia University in 1997. He earned his J.D. from Boston College Law School in 2002.

Mr. Abadou is a member of the San Francisco Bar Association, the Federal Bar Association for the Northern District of California and is a pro bono panelist with Federal Bar Association Justice & Diversity Project. He is admitted to the California Bar and is licensed to practice in all California state courts, as well as all United States District Courts in California, the Eastern District of Michigan, the United States Court of Appeals for the Ninth and Eleventh Circuits, and the Supreme Court of the United States.

### **Dennis White**

Dennis is a partner in KSF's Chicago office and oversees the firm's Institutional Investor Services. In addition to over twenty plus years of legal experience in regulatory compliance, public policy, procurement, and legislative approval, Dennis brings significant public pension administration experience.



Prior to joining KSF, Dennis most recently served as the Executive Director of the Municipal Employees' Annuity and Benefit Fund of Chicago, a \$3.5 Billion pension fund. He also has served as a Trustee and the Interim Executive Director of the Cook County Pension Fund (the "CCPF"), a \$14.3 Billion pension fund that provides pension, disability and other benefits to employees of both Cook County and the Forest Preserve District of Cook County. He initially was elected to serve on the Board of Trustees as the Forest Preserve District's representative on the CCPF Board, while serving as the Chief Attorney of the Forest Preserve District of Cook County.

Prior to leading the Forest Preserve District's legal department as the Chief Attorney, Dennis began his legal career as a staff attorney in the legal division of the Board of Governors of the Federal Reserve System in Washington, D.C. Subsequently, he joined the Washington, D.C. office of Rudnick and Wolfe law firm (now known as DLA Piper); worked as a staff attorney and business executive for General Motors Corporation in Detroit, Michigan; and joined the Chicago office of Holland & Knight, LLP law firm as Senior Counsel.

Dennis earned his B.S. in Mechanical Engineering from the University of Illinois at Urbana-Champaign, his J.D. from Northwestern University Law School, and his M.B.A. from the University of Chicago Booth School of Business.



### Bruno Rosenbaum

Bruno Rosenbaum is a partner at KSF and head of the Firm's International Client Services & Development division, where he advises the firm's diverse international clients in domestic and non-domestic securities litigation. Mr. Rosenbaum specializes in securities fraud class actions, international financial regulation, officers' and directors' fiduciary and non-fiduciary obligations, and a vast array of securities law violations where damages to shareholders have occurred and an opportunity exists to recover losses, enhance corporate governance, and protect investors against misconduct and fraud.



Prior to joining KSF, Mr. Rosenbaum worked with several major international law firms in New York, Paris, Luxembourg, and Miami, focusing on U.S. and global securities litigation, passive loss recovery opportunities and corporate transactions. Bruno is licensed in New York, Paris, and Luxembourg. Mr. Rosenbaum is fluent in English and French, conversant in German, Portuguese, and Spanish, and has elementary knowledge of Italian and Luxembourgish. Mr. Rosenbaum received his LL.M. from Columbia Law School, where he served as editor for the Columbia Journal of European Law; an MBA and a Master II from Assas and a Master I from the Sorbonne.

### Melinda A. Nicholson

Melinda A. Nicholson, a partner in KSF's Louisiana office, focuses on shareholder derivative and class action litigation, representing institutional and individual shareholders in corporate governance litigation and securities fraud actions, and antitrust matters. Ms. Nicholson also oversees KSF's shareholder derivative practice.



Ms. Nicholson has been involved in a number of significant derivative and class action cases throughout the country seeking recovery for harmed shareholders and individuals, obtaining seminal decisions in shareholders' favor, including:

- *Oliver, et al. v. American Express Company, et al.*, No. 1:19-cv-00566 (E.D.N.Y.). On April 30, 2020, the Hon. Nicholas G. Garaufis, United States District Court Judge for the Eastern District of New York, entered an Order denying, in part, defendants' motion to dismiss. This matter, in which Kahn Swick & Foti, LLC is a member of Plaintiffs' Executive Committee, seeks damages, restitution, and injunctive relief against the American Express Company and American Express Travel Related



Services Company, Inc. (collectively, “Amex”), on behalf of persons that used an electronic form of payment other than an Amex charge or credit card to purchase goods and services sold by merchants across the country at prices allegedly inflated by Amex’s non-discrimination provisions. Judge Garaufis ruled that plaintiffs adequately pled violations of 22 state antitrust and/or consumer protection laws and allowed plaintiffs’ case to proceed against Amex for these violations.

- *In re Fitbit, Inc. Stockholder Derivative Litigation*, Consolidated C.A. No. 2017-0402 (Del. Ch.). On December 14, 2018, Vice Chancellor Joseph R. Slight III of the Delaware Chancery Court rejected a motion to dismiss a stockholder derivative suit alleging insider trading and breach of fiduciary duty claims against executive officers and directors of Fitbit, Inc. (“Fitbit”). The lawsuit, in which Ms. Nicholson serves as co-lead counsel, alleges that certain insiders made \$385 million in stock sales in the company’s initial public offering and—after agreeing to release the insiders from lock-up agreements that barred them from trading for 180 days after the initial public offering—an early secondary offering, taking take advantage of an artificially positive market response to Fitbit’s flagship PurePulse heartrate monitoring technology. Vice Chancellor Slight held that the plaintiffs’ complaint—bolstered by internal company documents obtained by KSF and its co-counsel—reasonably alleges that, while Fitbit was actively promoting its PurePulse technology, the company internally was struggling to correct and contain news about serious problems with the accurate functioning of their devices containing PurePulse. In the opinion, Vice Chancellor Slight further held that the complaint adequately pled that the directors and officers who sold stock traded on inside information, and “designed the secondary offering to accommodate sellers’ interests.”
- *Dougherty v. Esperion Therapeutics, Inc., et al.*, No. 16-10089 (E.D. Mich.). On September 27, 2018, the Sixth Circuit Court of Appeals reversed and remanded the lower court’s dismissal of the securities class action filed on behalf of a putative class of Esperion Therapeutics, Inc. investors. In a decision written by Senior Circuit Judge Eugene Edward Siler, Jr., the Sixth Circuit held that the district court erred by concluding that lead plaintiffs had not adequately alleged scienter, stating that, “Esperion has offered no innocent inference stronger than Plaintiffs’ inference that Esperion knowingly or recklessly made material misrepresentations or omissions in its [] communications with investors.” The Court further held that defendants’ “innocent inference” explanations were either implausible or actually supported lead plaintiffs’ allegation of recklessness.

Since joining KSF, Ms. Nicholson has also been involved in a number of cases which ultimately resulted in successful settlements, including:

- *Orrego v. Lefkofsky (Groupon, Inc. Derivative Litigation)*, No. 12 CH 12420 (Ill. Cir. Ct, Cook Cnty., Ch. Div.) (settlement consisting of broad corporate governance reforms with an estimated value of **\$159 million**);
- *In re Bank of America Corporation Securities, Derivative, & Employee Retirement Income Security Act (ERISA) Litigation*, No. 09-MD-2058 (S.D.N.Y.) (Court-approved settlement including **\$62.5 million cash recovery** and substantial corporate governance changes);
- *Bassett Family Trust v. Costolo, et al. (Twitter, Inc. Derivative Litigation)*, C.A. No. 2019-0806 (Del. Ch.) (settlement resulted **\$38 million** payment and targeted corporate governance reforms);
- *In re Fifth Street Finance Corp. Stockholder Litigation*, Consolidated C.A. No. 12157 (Del. Ch.) (settlement resulted in governance enhancements and advisory fee reductions worth an estimated **\$30 million**);
- *In re Barnes & Noble Stockholder Derivative Litigation*, C.A. No. 4813 (Del. Ch.) (settlement resulted in **\$29 million recovery** for the company);
- *In re Fitbit, Inc. Stockholder Derivative Litigation* Consolidated C.A. No. 2017-0402 (Del. Ch.) (settlement resulted in **\$5 million recovery** for the company);
- *In re FAB Universal Corporation Shareholder Derivative Litigation*, Lead Case No. 14-cv-687 (S.D.N.Y.) (settlement involving broad corporate governance reforms);
- *Lowry v. Basile (Violin Memory, Inc. Derivative Litigation)*, No. 4:13-cv-05768 (N.D. Cal.) (broad corporate governance reform settlement); and
- *In re Moody's Corporation Shareholder Derivative Litigation*, 1:08-CV-9323 (S.D.N.Y.) (settlement involving comprehensive corporate governance reforms).

Prior to joining the firm in 2010, Ms. Nicholson worked for defense firms in New York, handling complex commercial litigations and regulatory investigations involving a variety of legal issues, including fiduciary obligations, securities violations, contractual breaches, antitrust and insurance coverage. Ms. Nicholson completed a joint B.A./J.D. program at Tulane University, receiving a B.A. in Political Science, with a concentration in American Politics and Policies and a minor in Economics, from Tulane in 2003 and a J.D. from Tulane in 2005. While at Tulane Law School, Ms. Nicholson served as a Notes and Comments Managing Editor for the Tulane Law Review, which published her comment, *The Constitutional Right to Self-Representation: Proceeding Pro Se and the Requisite Scope of Inquiry When Waiving Right to Counsel*, 79 TUL. L. REV. 755 (2005). She has received numerous awards, including the Dean's Medal for attaining the highest grade point average during the third year, the George Dewey Nelson Memorial Award for

attaining the highest grade point average in common law subjects throughout the three years of law study, and Order of the Coif. She graduated from the law school *summa cum laude* and ranked second in her class.

Ms. Nicholson is regularly asked to give presentations and conduct CLEs addressing her practice areas.

Ms. Nicholson is admitted to practice in Louisiana and New York, and before the United States District Courts for the Eastern District of Louisiana, Western District of Louisiana, Southern District of New York, Eastern District of New York, District of Colorado, and Eastern District of Michigan.

### Michael J. Palestina

Mr. Palestina practices securities and other complex class action litigation. He focuses his practice on securities litigation involving mergers and acquisitions. In his capacity as a KSF partner, Mr. Palestina currently serves as lead, co-lead, or executive committee counsel in several ongoing M&A cases and has previously served in the same capacity in several successfully resolved M&A cases.



For example, Mr. Palestina took part in the successful resolution of *In re EnergySolutions, Inc. Shareholder Litigation*, Consol. C.A. 8203-YCG (Del. Ch. 2013), a securities class action involving claims for breach of fiduciary duties to shareholders relating to a proposed merger of nuclear energy related companies worth \$1.1 billion (\$375 million in proposed shareholder consideration), where there was a \$0.40 price increase, which increased the consideration to shareholders by more than 10%, or approximately \$38 million, and over 20 pages of additional disclosures to the proxy statement relating to process and pricing claims. Mr. Palestina also served as one of three co-lead counsel in *In re American Capital, Ltd. Shareholder Litigation*, Case No. 422598-V (Circuit Court for Montgomery County, Maryland 2016), a securities class action involving claims for breach of fiduciary duty in connection with the sale of American Capital Ltd. against both American Capital's board and senior officers and Elliott Management Corporation, the activist investor fund that agitated for the sale. Therein, Mr. Palestina was instrumental in obtaining a **\$17.5 million settlement** from American Capital's board members and officers and Elliott, in so doing defeating a motion to dismiss by Elliott and obtaining an unprecedented ruling that Elliott may be considered a controller and subject to entire fairness review at trial. More recently, in March 2020, after litigating the matter **to the eve of trial**, Mr. Palestina obtained a \$6.5 million settlement recovery for former U.S. Geothermal Inc. shareholders in connection with its merger with Ormat Technologies, Inc; this recovery represented a 7.7% premium to the adjusted enterprise value of the buyout.

Several of Mr. Palestina's current cases also implicate evolving and novel areas of corporate merger law. For example, in *Helen Moore v. Macquarie Infrastructure and Real Assets, et al. (Cleco Corporation Merger)*, Case No. 251,417, c/q 251,456 and 251,515, Div. "C" (9th JDC, Louisiana, 2014), in which Mr. Palestina serves as one of two Interim Co-Lead Counsel, he was instrumental in securing a landmark Louisiana appellate decision finding that merger-related challenges are direct, and not derivative, in nature. Mr. Palestina is also currently litigating several similar cases that touch on the same direct-vs-derivative issue under Maryland law.

Prior to joining KSF, Mr. Palestina clerked for the honorable Catherine D. Kimball, former Chief Justice of the Louisiana Supreme Court, and practiced law at a well-respected New Orleans litigation firm. While there, Mr. Palestina gained valuable trial experience, focused on complex commercial litigation, and represented a number of judges and his fellow lawyers regarding ethical issues before the State's judicial and attorney disciplinary systems.

Mr. Palestina graduated from Tulane University in 2005 with a Bachelor of Arts in Political Science. He earned his J.D. in 2008 from Loyola University of New Orleans College of Law, where he graduated *magna cum laude*, was a William L. Crowe, Sr. Scholar, and was inducted into the Order of Barristers. While in law school, Mr. Palestina was a member of the Loyola Law Review and Loyola Moot Court, was the first place oralist in the Loyola Intramural Moot Court Competition, and represented Loyola at the Stetson International Environmental Moot Court Competition (where he was the fourth place oralist overall) and on the National Team at the New York Bar Association's National Moot Court Competition (where his team advanced to the finals). Mr. Palestina also served as a research assistant to the Leon Sarpy Professor of Law Professor Kathryn Venturatos Lorio, whom he assisted in a revision of her Westlaw treatise on Louisiana Succession and Donations, and as a Judicial Intern to Magistrate Joseph C. Wilkinson, Jr. of the United States Federal District Court for the Eastern District of Louisiana. Mr. Palestina's Law Review article, *Of Registry: Louisiana's Revised Public Records Doctrine*, was published in the Loyola Law Review.

Mr. Palestina is licensed to practice in Louisiana state and federal courts.

## J. Ryan Lopatka

J. Ryan Lopatka, a partner in KSF's Chicago office, focuses primarily on federal securities class action litigation.

Mr. Lopatka was a member of the team that litigated against Halliburton Company in one of the most closely followed securities cases of all time. The litigation, which spanned more than a decade, included two landmark decisions from the Supreme Court. The first, *Erica P. John Fund, Inc. v. Halliburton*, 1331 S.Ct. 2179 (2011), a 9-0 unanimous opinion, reversed the rulings of the district court and Fifth Circuit Court of Appeals denying the investors' motion for class certification on loss causation grounds. The second, *Halliburton Co. v. Erica P. John Fund, Inc.*, 134 S.Ct. 2389 (2014), preserved the fraud-on-the-market doctrine, and helped pave the way towards a **\$100 million recovery** for the class.



More recent successes include *Pearlstein v. BlackBerry Limited, et al.*, No. 13-cv-7060 (S.D.N.Y.) and *In re Chicago Bridge & Iron N.V. Securities Litigation*, No. 1:17-cv-1580 (S.D.N.Y.), which resulted in settlement agreements on the eve of trial for **\$165 million** and **\$44 million**, respectively.

Mr. Lopatka successfully argued before the United States Court of Appeals for the Second Circuit to vacate an order from the Southern District of New York granting motion to dismiss in a securities class action against NewLink Genetics Corp. The 26-page ruling from the three-judge panel in *Abramson v. NewLink Genetics Corp.*, 2020 U.S. App. LEXIS 21545 (2d Cir. July 13, 2020) revitalized investors' claims against the bio-pharmaceutical company, and further developed the law of the Second Circuit with regard to loss causation and the actionability of opinion statements under the Supreme Court's 2015 decision in *Omnicare, Inc. v. Laborers Dist. Council Const. Industry Pension Fund*, 575 U.S. 175 (2015). After remand, KSF secured a **\$13.5 million** settlement for the class, an achievement the late Hon. William H. Pauley commended: "you turned a case that was a loser in the district court into a victory for plaintiffs...."

Mr. Lopatka also dedicates his time to promote best practices in complex litigation. For example, Mr. Lopatka served alongside attorneys representing both plaintiffs and defendants as a project member with the Electronic Discovery Reference Model (EDRM) to identify common problems and solutions (including potential amendments to the Federal Rules of Civil Procedure) related to the process of recording documents withheld from production on a claim that they contain attorney-client communication or work product.

Mr. Lopatka received his J.D. from Tulane University Law School in 2010. During the summer of 2009, he studied international capital markets and securities law at Cambridge University and Queen Mary School of Law in London, England. He received his B.A. with honors in history from Loyola University New Orleans in 2004.

Mr. Lopatka is admitted to practice in Louisiana and Illinois.

### Craig J. Geraci

Craig J. Geraci, Jr. is a partner in KSF's Louisiana office and focuses on federal securities litigation and other complex class action litigation. He is actively involved in cases pending before federal courts across the United States.



Mr. Geraci has litigated numerous securities matters and helped recover more than **\$325 million** for shareholders allegedly defrauded by publicly traded companies and their officers. For example, Mr. Geraci was a member of the litigation team in *Halliburton Co. v. Erica P. John Fund, Inc.*, 134 S.Ct. 2389 (2014), a landmark securities-fraud class action, where the U.S. Supreme Court ruled for KSF's client on the most important issue in the case, and in *Erica P. John Fund, Inc. v. Halliburton*, 131 S.Ct. 2179 (2011), where the Court ruled unanimously for KSF's client. The *Halliburton* case ultimately resulted in a **settlement of \$100 million**. More recently, Mr. Geraci was a member of the litigation teams in *In re Chicago Bridge & Iron Company N.V. Securities Litigation*, No. 1:17-cv-1580 (S.D.N.Y.) and *Pearlstein v. BlackBerry Limited, et al.*, No. 1:13-cv-7060 (S.D.N.Y.), both of which settled on the eve of a jury trial for **\$44 million** and **\$165 million**, respectively.

Mr. Geraci received his J.D. from Tulane University Law School in 2009 and received a B.S. with a major in finance from the University of New Orleans in 2005.

Prior to joining KSF, Mr. Geraci focused his practice on complex commercial and corporate litigation, primarily for clients in the energy industry. In that role, he litigated numerous matters in state and federal courts across the country, including a case where he helped obtain a unanimous verdict in a three-week jury trial, awarding more than \$4 million in contract damages and \$2.7 million in fraud and punitive damages. He also presented oral argument, as a second-year associate, before the U.S. Court of Appeals for the Federal Circuit.

Mr. Geraci is admitted to practice in Louisiana, Mississippi, Alabama, and Texas, and he is a member of those states' bar associations. Further, Mr. Geraci is admitted to practice before the United States Court of Appeals for the Second Circuit, Fifth Circuit, and Federal Circuit and the United States District Courts for the Eastern, Middle, and Western Districts of Louisiana, the Northern, Eastern, and Southern Districts of Texas, and the Northern and Southern Districts of Mississippi.

## SPECIAL COUNSEL

### Vincent Giblin

Special Counsel to KSF - DeCotiis Fitzpatrick Cole & Giblin, LLP - Paramus, NJ

Vincent Giblin, as Special Counsel to KSF, is an experienced trial attorney and partner with DeCotiis Fitzpatrick Cole & Giblin LLP. Prior to his career in the private sector, Mr. Giblin served as an Assistant U.S. Attorney in the District of New Jersey. For his efforts at the U.S. Attorney's Office, Mr. Giblin received special recognition from the U.S. Secret Service, U.S. Postal Inspection Service and the Federal Bureau of Investigation. He was also bestowed with the 2002 Administrator's Award, one of the highest honors by the U.S. Drug Enforcement Administration, for his outstanding achievement in law enforcement. Trials that Mr. Giblin participated in include: *United States v. Robert Kosch and Ravidath Ragbir*, a wire fraud conspiracy involving fraudulent mortgage proceeds; *United States v. Luis Cruz*, a gang-related crack cocaine conspiracy; and *Walsh v. Walsh*, a minority shareholder action.



Mr. Giblin regularly appears as trial counsel in state and federal courts. Mr. Giblin handles complex federal litigation, white collar criminal defense, and compliance matters for private corporate and not-for-profit organizations. Mr. Giblin has substantial experience with class action litigation including securities litigation, trade secret litigation, First Amendment issues, international business torts, and minority shareholder actions and bankruptcy-related litigation. Mr. Giblin currently serves as the outside general counsel for the International Union of Operating Engineers representing over 450,000 members nationally.

Mr. Giblin received a B.A. from Rutgers College in 1992 where he was a member of the Rutgers Intercollegiate Lacrosse Team. Following receiving his J.D. from Seton Hall University School of Law in 1995, he served as a law clerk for the Hon. Clarkson S. Fisher, U.S.D.J. for the U.S. District Court of the District of New Jersey. Mr. Giblin is admitted to practice in New Jersey, and is admitted to practice before



the United States Court of Appeals for the Third Circuit, and the United States District Courts for the District of New Jersey, Southern District of New York, and District of Columbia.

## OF COUNSEL

### Melissa Harris

Melissa Harris, Of Counsel in KSF's New Orleans office, practices securities and other complex commercial and class action litigation. Ms. Harris has successfully litigated numerous securities matters in which shareholders stand to recover more than **\$100 million** for shareholders allegedly defrauded by publicly traded companies and their officers. For example, Ms. Harris was a member of the litigation team in *Pearlstein v. Blackberry*, No. 13-7060 (S.D.N.Y.) (**\$165 million settlement**), and *In re Chicago Bridge & Iron Company N.V. Securities Litigation*, No. 17-1580 (S.D.N.Y.) (**\$44 million settlement**) has been granted. Ms. Harris is also litigating several pending securities fraud cases that have survived motions to dismiss and are now settlement stage, including *Farrar v. Workhorse*, No. 21-cv-2072, pending in the Central District of California, and *In re Pareteum Securities Litigation*, No. 19-9767, pending in the Southern District of New York. Ms. Harris also has substantial experience in shareholder derivative suits and securities litigation involving mergers and acquisitions.



Prior to joining KSF, Ms. Harris worked at a well-respected regional law firm in New Orleans, where she handled defense of complex commercial litigation, government contracts disputes, and government investigations in state and federal courts around the country, as well as before federal agencies, including the Consumer Financial Protection Bureau, Federal Trade Commission, and United States Department of Justice. Ms. Harris also represented financial institutions and other companies in lawsuits under the federal False Claims Act and related state and local false claims laws. Ms. Harris has extensive experience with ESI and e-discovery and has presented and published on this topic numerous times.

Before moving to New Orleans, Ms. Harris clerked in federal court for four years in Hattiesburg, Mississippi for the Honorable M. Keith Starrett and the Honorable Michael T. Parker. A native New Yorker, Ms. Harris began her career at a large, prestigious defense firm in New York City where she handled complex commercial litigation, including antitrust, securities, and white-collar criminal matters, and regulatory investigations.

Ms. Harris graduated from Fordham Law School *magna cum laude*, in the top 2% of her class. Ms. Harris was a member of the *Fordham Law Review*, was Order of the Coif, and received the Archibald R. Murray



Public Service Award and the West Award for Outstanding Academic Achievement. Ms. Harris received her undergraduate degree from Vassar College *cum laude*, with a major in Classics and a minor in Religion.

Ms. Harris is admitted to practice in Louisiana and New York state courts, as well as in the United States District Courts for the Eastern, Middle, and Western Districts of Louisiana and the Southern and Eastern Districts of New York, and the United States Court of Federal Claims. She is a member of the Federal Bar Association, American Bar Association, Louisiana State Bar Association, and New Orleans Bar Association.

### Daniel Kuznicki

Daniel Kuznicki, Of Counsel in KSF's New York office focuses on securities litigation, representing shareholders in class actions concerning allegations of securities fraud and breaches of fiduciary duties in connection with corporate governance and mergers and acquisitions.

Before turning his attention to class action litigation, Mr. Kuznicki's practice focused on litigation and corporate matters involving trademarks, licensing, contracts, securities and real estate.



Mr. Kuznicki earned his juris doctorate from New York University School of Law in 2008 and graduated summa cum laude in 2005 with a bachelor's degree in Talmudic Law from Yeshiva Bnei Torah Institute.

Mr. Kuznicki is admitted to practice law in the State of New York, and the United States District Court for the Southern District of New York, as well as the United States Court of Appeals for the Second Circuit.

### C. Mark Whitehead III

Mark Whitehead, Of Counsel in KSF's New Orleans office, practices complex class action litigation.

Mr. Whitehead has been practicing in the field of mass torts and class actions since 2001. He has been involved in numerous environmental cases involving class claims for property damage and medical monitoring. Mark also represented the Boilermakers' Union Local 1814 in New Orleans, LA. He served on the plaintiff's committee for consolidated Vioxx mass tort litigation in New Jersey and has served on the science committee of the Plaintiff's Steering Committee in



the PPA multi-district litigation, as well as serving similar roles in the Bextra/Celebrex, Vioxx, PPA, Fen-Phen, and Avandia MDLs. Mark is currently serving as a member of the science, bellwether trial, and expert witness committees in the Xarelto MDL. Mark has authored and co-authored publications in fields as diverse as aviation, neurosurgery, vascular surgery, and cardiology and was the recipient of the American Venous Forum Research Award. He has also served as acting coroner for Vermilion Parish and was on the Eunice, Louisiana Regional Airport Commission.

Mr. Whitehead received his J.D. from Tulane University Law School in 2000 after receiving his M.D. from Tulane University School of Medicine in 1995 and a B.S. from the University of Georgia in 1991.

Mr. Whitehead is admitted to practice in Louisiana and Florida state courts, as well as in the United States District Courts for the Eastern District of Louisiana, Middle District of Louisiana, Western District of Louisiana, United States District Courts for the Northern and Southern Districts of Florida, and the Fifth Circuit Court of Appeals. He is a member of the American Association for Justice, Louisiana Association for Justice, Florida Justice Association, Louisiana Bar Association, Florida Bar Association, District of Columbia Bar Association, Louisiana State Medical Society, and the Vermilion Parish Medical Society (past treasurer and vice president).

### **Andrew J. Gibson**

Mr. Gibson is of counsel to KSF. Andrew focuses his practice on merger and acquisition litigation, shareholder derivative actions, and other complex class action litigation.

Mr. Gibson is also responsible for the formation and management of the firm's Business Loss Claim division, wherein he represents hundreds of businesses and non-profit organizations in claims under the Deepwater Horizon Economic and Property Damage Settlement. He also has broad experience representing clients in commercial and casualty litigation in Louisiana state and federal courts and has obtained a consistently successful record for his clients.



Mr. Gibson received his J.D. from Loyola University New Orleans College of Law in 2004. While in school, he served as a Teaching Assistant and Staff member for the Moot Court program, was twice elected to the Executive Board of the Student Bar Association, and clerked at a nationally recognized law firm. During the summer of 2003, he studied Latin American civil law systems and international arbitration at the University of Costa Rica School of Law in San Jose, Costa Rica. He earned a Bachelor of Science degree in Business with a concentration in Pre-Law from the E.J. Ourso College of Business at Louisiana State

University in 1997 and went on to work as a manager in the marketing department of a regional telecommunications company.

Mr. Gibson is a proud veteran of the United States Marine Corps where he served in the infantry as a Non-Commissioned Officer.

Mr. Gibson is very active in the local business community and has served on the Board of Directors and as Chairman of the Governmental Affairs Committee for the Saint Tammany West Chamber of Commerce, as a member of the St. Tammany Parish Home Rule Charter Committee (2014-15) and as a member of the St. Tammany Parish Inspector General Task Force (2013-2014).

## **ASSOCIATES**

### **Alexander L. Burns**

Alexander L. Burns is an associate in KSF's Louisiana office and focuses on federal securities class actions.

Mr. Burns graduated with honors from the University of Southern Mississippi in 2000 with a B.S.B.A. in accounting. In 2001, he earned his Master of Professional Accountancy and has been a licensed CPA since 2003. From 2001 to 2004 Mr. Burns was employed by Ernst & Young, L.L.P., auditing the financial statements of both privately held and publicly traded entities spanning a variety of industries including casino gaming, health care, insurance, and energy. Following the Enron scandal of the early 2000s, and anticipating the need for attorneys with a strong understanding of accounting issues, Mr. Burns left E&Y to attend law school in 2004.



Mr. Burns received his J.D. and B.C.L. from Louisiana State University's Paul M. Hebert Law Center in 2007. While at LSU, he was awarded the CALI Award for Academic Excellence in Contracts, served as Treasurer of the Trial Advocacy Board, and competed on various interschool mock trial teams. Mr. Burns has since practiced civil litigation, representing his clients' interests in contentious matters in both state and federal courts.

Mr. Burns is a licensed Certified Public Accountant in Louisiana. As an attorney, he is admitted to practice in Louisiana, the related Federal District Courts, the United States District Court for the Eastern District of Michigan, the United States Court of Appeals for the Fifth Circuit, and the United States Court of Appeals for the Ninth Circuit.

### James Fetter

Mr. Fetter is an associate attorney at KSF and primarily focuses on securities litigation.

Prior to joining KSF, Mr. Fetter was an associate at a prominent civil rights law firm in Baltimore, Maryland. Mr. Fetter clerked on the U.S. Court of Appeals for the Fourth Circuit for the Honorable Albert Diaz. Mr. Fetter also worked as an associate at a AmLaw100 firm, where he focused on commercial litigation, products liability, and ADA compliance.



Mr. Fetter graduated *magna cum laude* and Order of the Coif from The Ohio State University Moritz College of Law, where he was an executive articles editor for the Ohio State Law Journal. During his time in law school, Mr. Fetter served as an extern at the U.S. District Court for the Southern District of Ohio and the Ohio Supreme Court. Mr. Fetter was also a legal intern at Disability Rights Ohio and a summer associate at an AmLaw100 firm. Mr. Fetter also served as a nonvoting board member for the ACLU of Ohio. Mr. Fetter received his undergraduate degree from Emory University and a Ph.D. in Political Science from the University of Notre Dame.

### Jyoti Kehl

Jyoti Kehl is an associate in KSF's Louisiana office and focuses primarily on federal securities class action litigation.

Since joining the firm in 2018, Jyoti has materially contributed to the prosecution of a number of securities class actions, including *Pearlstein v. BlackBerry Ltd.* (\$165 million settlement achieved on the eve of trial, pending final approval); *In re Chicago Bridge & Iron Company N.V. Sec. Litig.* (\$44 million settlement, pending final approval); and *Kanefsky v. Honeywell International Inc.* (\$10 million settlement). Recently, she collaborated on drafting an amended complaint in *Farrar v. Workhorse Group, Inc.*, which survived in substantial part Defendants' motion to dismiss.

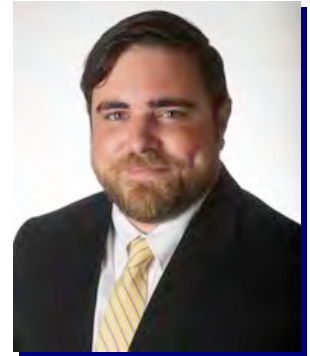


Jyoti received her J.D. cum laude from Tulane University School of Law in 2018, where she was a member of the International Criminal Court appellate moot court team and a Rule XX Student Attorney with the Tulane Criminal Justice Clinic. She received her B.A. in political science with an emphasis in international political economy from the University of California, Santa Barbara.

Ms. Kehl is admitted to practice in Louisiana.

## Nicolas Kravitz

Nicolas Kravitz is an associate in KSF's New Orleans office who prosecutes shareholder derivative lawsuits to redress breaches of fiduciary duty and other wrongdoing by public companies' boards of directors and executive officers. To date, Mr. Kravitz has been involved in litigation that has benefitted shareholders by successfully recovering more than **\$50 million** and implementing robust corporate governance reforms worth millions more, including:



- **\$46.75 million** recovery plus substantial corporate governance reforms obtained in settlement on behalf of Twitter, Inc. shareholders in the action *Bassett Family Trust v. Costolo, et al.*, No. 2019-0806-PAF (Del. Ch.);
- **\$5 million** recovery obtained in settlement on behalf of Fitbit, Inc. shareholders in the action *In re Fitbit, Inc. Stockholder Derivative Litigation*, No. 2017-0402-JRS (Del. Ch.);
- Substantial corporate governance reforms obtained in settlement on behalf of Surgalign Holdings, Inc. shareholders in the action *In re RTI Surgical Derivative Litigation*, No. 1:20-cv-3347 (MFK) (N.D. Ill.); and
- Substantial corporate governance reforms obtained on behalf of GoPro, Inc. shareholders in the action *In re GoPro Stockholder Derivative Litigation*, No. 4:18-cv-00920-CW (N.D. Cal.).

Mr. Kravitz received his J.D., *cum laude*, from Georgetown University Law Center in 2014. Prior to joining KSF, he practiced corporate litigation in Wilmington, Delaware focusing on complex matters in the Delaware Court of Chancery, where he served as trial counsel in numerous matters and gained specialized experience in fiduciary duty litigation.

Mr. Kravitz is admitted to practice in Louisiana, Delaware, and the United States District Court for the District of Delaware.

### Brian C. Mears

Brian C. Mears is an Associate Attorney in KSF's New Orleans office and focuses on securities litigation involving mergers and acquisitions. Mr. Mears has helped KSF secure material proxy disclosures, and, when necessary, monetary relief when shareholders were deprived of the fair value of their investment as a result of M&A transactions. For example, in March 2020, KSF helped secure a **\$6.5 million** common fund for U.S. Geothermal Inc. shareholders after the company was acquired by Ormat Technologies, Inc.



Mr. Mears received his J.D. and M.B.A. from Tulane University Law School. Prior to joining KSF, Mr. Mears completed a judicial clerkship and worked at a boutique civil litigation firm in New Orleans where his practice focused on employment and maritime personal injury matters in federal and state courts. During his time in law school, Mr. Mears was a member of the Sports Lawyers Journal, and he interned with the general counsel's office at Octagon, Inc., one of the world's largest sports agencies, and with the San Antonio Spurs. Prior to attending law school, Mr. Mears was a member of the women's basketball coaching staff at Tulane University.

Mr. Mears is admitted to practice in all Louisiana state courts and the United States District Court for the Eastern District of Louisiana.

Mr. Mears is a member of the Federal Bar Association, the American Bar Association, the American Association for Justice, the New Orleans Bar Association, and the Academy of New Orleans Trial Lawyers.

### Edward Nasser

Edward Nasser is an associate in KSF's New York office working on shareholder derivative lawsuits. Prior to joining KSF, he practiced at large defense firms in New York handling complex commercial litigation and white-collar criminal and regulatory investigations. Mr. Nasser received his J.D. from Harvard Law School in 2018 and B.A. from New York University in 2013. Mr. Nasser is admitted in the state of New York as well as the United States District Courts for the Southern and Eastern Districts of New York. Mr. Nasser is a member of the Board of Directors of the Rikers Debate



Project, a nonprofit organization that teaches competitive debate to people incarcerated on Rikers Island.

### **Gina Palermo**

Gina Palermo is an Associate Attorney in KSF's New Orleans office and focuses on securities litigation involving mergers and acquisitions.

Prior to joining KSF, Ms. Palermo worked at two boutique civil litigation firms in New Orleans, representing both individuals and businesses in complex commercial litigation, securities actions, construction disputes, and personal injury matters in federal and state courts. She also served as Assistant General Counsel to the Port of New Orleans and New Orleans Public Belt Railroad for three years, where she drafted and negotiated contracts and commercial leases and oversaw litigation for both entities.



Ms. Palermo received her J.D. from Louisiana State University Paul M. Hebert Law School in 2010, where she graduated cum laude. During her time in law school, Ms. Palermo was a Senior Editor of the Louisiana Law Review and interned with Chief Judge Burrell J. Carter at the First Circuit Court of Appeals. Her article, "Waking the Neighbors: Determining a Landowner's Liability for Rowdy Tenants Under Louisiana Law," was published in the Louisiana Law Review. Ms. Palermo received her B.A. in journalism from Louisiana State University in 2007, where she graduated summa cum laude and was awarded the University Medal for academic achievement.

Ms. Palermo is admitted to practice in all Louisiana state and federal courts.

### **Alexandra Pratt**

Alexandra Pratt is an associate attorney for the firm and focuses primarily on securities litigation.

Prior to joining KSF, Ms. Pratt clerked in federal court in the Eastern District of Texas for the Honorable John D. Love and in the Supreme Court of Virginia for the Honorable Senior Justice Charles S. Russell. While at the Supreme Court of Virginia, Ms. Pratt also served as the law clerk for the Office of the Chief Staff Attorney.





Ms. Pratt received her J.D., *cum laude*, from William & Mary Law School, where she was a member of the Bill of Rights Journal. During her time in law school, Ms. Pratt served as the chief of staff of the Center for Legal and Court Technology and interned with the United States Attorney's Office in the Eastern District of Virginia and the general counsel's office of Huntington Ingalls, the largest military shipbuilding company in the United States. She received her undergraduate degrees from the University of Virginia.

### Rhosean Scott

Rhosean Scott is a staff attorney for the firm and focuses primarily on federal securities class action litigation.

Prior to joining KSF, Ms. Scott worked at several New York litigation boutiques representing plaintiffs in complex securities class actions. She has extensive experience investigating and conducting discovery in securities fraud and antitrust matters on behalf of individual and institutional investors. As part of the KSF team, Ms. Scott is currently prosecuting *In re Parateum Securities Litigation*, *Sam Farrar v. Workhorse Group Inc. et al.*, and *Pearlstein v. Blackberry Ltd., et al.*



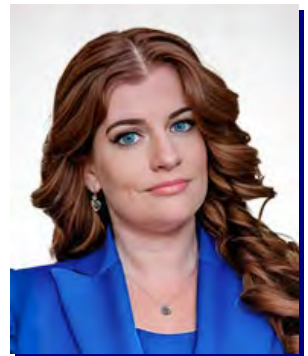
Ms. Scott is a graduate of Tulane University Law School and served as a judicial law clerk to the Hon. Charles R. Jones of the Louisiana Fourth Circuit Court of Appeal. She received a B.A. in Economics from Emory University.

Ms. Scott is admitted to practice in New York.

### Jenn Tetreault

Jenn Tetreault is an associate attorney, primarily focusing on shareholder derivative actions on behalf of shareholders who have been harmed by the wrongdoing of the board of directors, officers, or majority shareholders of publicly traded companies.

Prior to joining KSF, Ms. Tetreault worked in general plaintiff's litigation at two firms in Phoenix metropolitan area of Arizona representing individuals and entities in, among other things, complex corporate litigation, construction disputes, contract actions, class actions, and civil rights litigation in federal, state, and appellate courts.



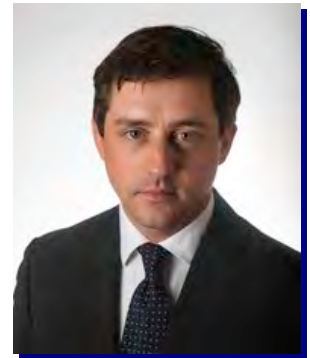


Ms. Tetreault received her J.D. from the Arizona State University Sandra Day O'Connor School of Law School in 2019, where she graduated *magna cum laude* and with the highest *pro bono* distinctions. During her time in law school, Ms. Tetreault was a Senior Research Editor of the *Arizona State Journal*, a Board Chair on the Moot Court, and interned with the Maricopa County Public Defender's Office and Chief Judge Mary H. Murguia at the Ninth Circuit Court of Appeals. Ms. Tetreault received her B.A. in philosophy from Arizona State University, Barrett Honors College in 2010, where she graduated *cum laude*.

### Matthew P. Woodard

Matthew P. Woodard is an associate at KSF's New Orleans office, where his practice focuses on prosecuting complex securities fraud class actions.

Matthew played a key role in securing KSF's appointment as Lead and Co-Lead Counsel in actions against The Boston Beer Company, Inc., Waterdrop, Inc., Workhorse Group, Inc., CarLotz, Inc., Qudian Inc., Honeywell International, Inc., Intellipharma International, Inc., Pilgrim's Pride Corporation, and Chicago Bridge & Iron Company N.V.



He is as a member of a litigation team that has helped recover more than \$336 million for shareholders. *Pearlstein et al. v. BlackBerry et al.* (**\$165 million** settlement); *Erica P. John Fund, Inc. v. Halliburton* (**\$100 million** settlement); *In re Chicago Bridge & Iron Co. N.V. Sec. Litig.* (**\$44 million** settlement); *Abramson v. NewLink Genetics Corp. et al.* (**\$13.5 million** settlement); *In re Tesco PLC Sec. Litig.* (**\$12 million** settlement).

Matthew received his Bachelor of Arts degree in English, *cum laude* with honors, from The University of the South: Sewanee and his Juris Doctor degree from Tulane University School of Law. During law school, Matthew served as the Senior Managing Editor for the Tulane Journal of Law & Sexuality: Volume 21.

Mr. Woodard is admitted to practice in Louisiana and is a member of the Louisiana State Bar Association.

## OTHER PROFESSIONALS

### Chuck Jouandot

#### Law Office Administrator

Mr. Jouandot handles all law firm administration, including overseeing accounting and human resources. He has previously served as President of a \$400 million dollar bank. Mr. Jouandot holds a B.S. in Management from the University of New Orleans.



### Ashley Errington

#### Paralegal

Ashley Errington graduated from Brigham Young University, where she majored in Middle Eastern Studies/Arabic and minored in Spanish. She also studied the general sciences at Delgado Community College. Ms. Errington has 17 years of experience as a litigation paralegal. In her free time, she serves on the Assyrian Studies Association's Archive Committee, and volunteers with Days for Girls.



### Bronwyn Gibson

#### Legal Assistant

Bronwyn Gibson provides legal and administrative support for all partners and staff. She performs a variety of legal duties such as correspondence with clients, special projects, online file organization and has strong working knowledge of LexisNexis Courtlink used to research and organize diversified workload. She received her bachelor's degree from University of Louisiana at Lafayette.



**Sue Toledo**

**Human Resources and Accounting**

Sue Toledo, Accounting/HR Department. Born and raised in New Orleans, Louisiana, Ms. Toledo has been with Kahn Swick & Foti, LLC for over 10 years. She has over 30 years of experience working with law firms in the Administration Department. Ms. Toledo attended the University of New Orleans.



# EXHIBIT I

David E. Bower  
MONTEVERDE & ASSOCIATES PC  
600 Corporate Pointe, Suite 1170  
Culver City, California 90230  
Tel: 310-446-6652  
Fax: 212-202-7880

*Counsel for Plaintiff Sheila Baker and  
Co-Lead Counsel for the Putative Class*

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

SHEILA BAKER, Individually and on Behalf  
of All Others Similarly Situated,

Plaintiff,

vs.

JOSEPH E. MCADAMS, *et al.*,

Defendants.

Lead Case No. 21STCV07569  
Consolidated with:  
Case No. 21STCV07571  
Case No. 21STCV08413

**DECLARATION OF JUAN E.  
MONTEVERDE IN SUPPORT OF CO-  
LEAD COUNSEL'S APPLICATION FOR  
AN AWARD OF ATTORNEYS' FEES  
AND EXPENSES**

I, Juan E. Monteverde, declare as follows:

1. I am the founder and managing partner of Monteverde & Associates PC, counsel for Plaintiff Sheila Baker and Co-Lead Counsel for the Class in the above captioned action (the "Action"). I am submitting this declaration in support of Co-Lead Counsel's request for an award of attorneys' fees and expenses in connection with services rendered in the Action.

2. The information in this declaration regarding the firm's time and expenses is taken from time and expense printouts and supporting documentation prepared and/or maintained by the firm in the ordinary course of business. Attached hereto as Ex. 1. I am the partner who oversaw and/or conducted the day-to-day activities in the litigation on behalf of my firm, and I reviewed these materials in connection with the preparation of this declaration. The purpose of this review

1 was to confirm both the accuracy of the entries on the printouts as well as the necessity for, and  
2 reasonableness of, the time and expenses committed to the litigation. As a result of this review,  
3 reductions were made to both time and expenses in the exercise of “billing judgment.” As a result  
4 of this review and the adjustments made, I believe that the time reflected in the firm’s lodestar  
5 calculation and the expenses for which payment is sought as set forth in this declaration are  
6 reasonable in amount and were necessary for the effective and efficient prosecution and resolution  
7 of the litigation. In addition, I believe that the expenses are all of a type that would normally be  
8 charged to a fee-paying client in the private legal marketplace.

9 3. The following chart summarizes that Monteverde & Associates, PC spent 1,285  
10 hours of work, representing a total lodestar of \$919,447.50 in this case from January 2021 to date:

ATTORNEY	HOURS	RATE	LODESTAR
JUAN MONTEVERDE (P)	342.90	\$975	\$334,327.50
DAVID E. BOWER (OC)	77.30	\$750	\$57,975.00
BETH KELLER (OC)	13.60	\$750	\$10,200.00
MILES SCHREINER (SA)	195.70	\$850	\$166,345
LUIS MUNOZ*	86.50	\$650	\$56,225.00
JONATHAN LERNER (A)	482	\$525	\$253,050.00
ROSSELLA SCARPA (A)	87	\$475	\$41,325.00
<b>TOTALS</b>	<b>1,285</b>		<b>\$919,447.50</b>

18 P – Partner; OC – Of Counsel; SA- Senior Associate; A – Associate;

19 \* No Longer with the Firm

20  
21 4. My firm has a total of \$25,611.50 in expenses in connection with the prosecution  
22 of the Action, summarized as follows:

CATEGORY	AMOUNT
Court Filing Fees	\$6,563.55
Courier Services	\$1,358.70
Mediation Fees	\$3,750.00
Travel & Lodging	-

Expert fees	\$13,879.25
Hearing transcripts	\$60.00
<b>TOTAL</b>	<b>\$25,611.50</b>

5. The expenses pertaining to this case are reflected in the books and records of this firm. These books and records are prepared from receipts, expense vouchers, check records, and other documents and are an accurate record of the expenses.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 26<sup>th</sup> day of September 2023, in New York, New York.

*Juan E. Monteverde*  
 Juan E. Monteverde

# **EXHIBIT I-1**



## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
<b>Anworth Mortgage Asset Corp.</b>										
<b><u>Merger</u></b>										
<b>Bower, David</b>										
02-23-2021	Approved		Billable	02 - Pleading	Bower, David			2.700	750.00	2,025.00
				02 - Pleading - Edit, format and file complaint and related documentation						
02-26-2021	Approved		Billable	02 - Pleading	Bower, David			2.000	750.00	1,500.00
				02 - Pleading - Preparation of complaint, Summons, Civil cover and LA Civil Addendum and file with Court Bundick						
02-26-2021	Approved		Billable	02 - Pleading	Bower, David			2.000	750.00	1,500.00
				02 - Pleading - Preparation of complaint, Summons, Civil cover and LA Civil Addendum and file with Court Baker						
03-02-2021	Approved		Billable	02 - Pleading	Bower, David			1.500	750.00	1,125.00
				02 - Pleading - Preparation of complaint, Summons, Civil cover and LA Civil Addendum and file with Court Gigli						
03-10-2021	Approved		Billable	02 - Pleading	Bower, David			0.200	750.00	150.00
				02 - Pleading - order service of complaint on individuals						
03-10-2021	Approved		Billable	12 - Analyze and review	Bower, David			0.400	750.00	300.00
				12 - Analyze and review - Review parallel filing of pleadings and comment						
03-26-2021	Approved		Billable	02 - Pleading	Bower, David			0.500	750.00	375.00
				02 - Pleading - coordination of 3 separate filings and fees						
03-29-2021	Approved		Billable	02 - Pleading	Bower, David			0.500	750.00	375.00
				02 - Pleading - coordination of service of all complaints on individuals						
04-21-2021	Approved		Billable	12 - Analyze and review	Bower, David			0.500	750.00	375.00
				12 - Analyze and review - Receipt review and input regarding pleadings re consolidation and Lead						
04-27-2021	Approved		Billable	17 - Case Schedule/CMC/Reports	Bower, David			1.100	750.00	825.00
				17 - Case Schedule/CMC/Reports - proof edit and file Stipulation						
05-05-2021	Approved		Billable	17 - Case Schedule/CMC/Reports	Bower, David			0.400	750.00	300.00
				17 - Case Schedule/CMC/Reports - Prepare serve and file Notice of CMC						
05-12-2021	Approved		Billable	05 - Motion	Bower, David			1.500	750.00	1,125.00
				05 - Motion - preparation and filing of Pro Hac Application						
05-14-2021	Approved		Billable	17 - Case Schedule/CMC/Reports	Bower, David			1.000	750.00	750.00
				17 - Case Schedule/CMC/Reports - Prepare for and attend CMC						
05-21-2021	Approved		Billable	17 - Case Schedule/CMC/Reports	Bower, David			0.600	750.00	450.00
				17 - Case Schedule/CMC/Reports - Review and edit and file Stipulation						
05-29-2021	Approved		Billable	12 - Analyze and review	Bower, David			0.200	750.00	150.00
				12 - Analyze and review - Receipt and review of assignment order						
06-03-2021	Approved		Billable	12 - Analyze and review	Bower, David			0.300	750.00	225.00

## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
<b>Anworth Mortgage Asset Corp.</b>										
<b><u>Merger</u></b>										
<b>Bower, David</b>										
				12 - Analyze and review - coordination and preparation of caseanywhere documentation						
06-04-2021	Approved		Billable	11 - Correspondence/ Communications	Bower, David			0.400	750.00	300.00
				11 - Correspondence/Communications - Discussions with Juan M regarding tactics						
06-14-2021	Approved		Billable	05 - Motion	Bower, David			0.300	750.00	225.00
				05 - Motion - Coordination and filing of Pro Hac applications						
06-22-2021	Approved		Billable	12 - Analyze and review	Bower, David			0.200	750.00	150.00
				12 - Analyze and review - Review and forward Pro hac Order						
07-06-2021	Approved		Billable	11 - Correspondence/ Communications	Bower, David			0.800	750.00	600.00
				11 - Correspondence/Communications - Prep of POS and correspondence with defense						
07-08-2021	Approved		Billable	17 - Case Schedule/CMC/ Reports	Bower, David			0.300	750.00	225.00
				17 - Case Schedule/CMC/Reports - Rerview and discuss edits to Scheduling Stip and Order						
07-23-2021	Approved		Billable	17 - Case Schedule/CMC/ Reports	Bower, David			1.100	750.00	825.00
				17 - Case Schedule/CMC/Reports - Scheduling discussions regarding demurrer and merits of same						
08-13-2021	Approved		Billable	12 - Analyze and review	Bower, David			1.100	750.00	825.00
				12 - Analyze and review - Receipt and review Demurrer						
08-20-2021	Approved		Billable	12 - Analyze and review	Bower, David			1.000	750.00	750.00
				12 - Analyze and review - Review and discussion concerning opposition to Demurrer and review of similar cases						
09-05-2021	Approved		Billable	12 - Analyze and review	Bower, David			1.300	750.00	975.00
				12 - Analyze and review - Receipt and review of draft of Opposition to Demurrer						
09-08-2021	Approved		Billable	11 - Correspondence/ Communications	Bower, David			0.800	750.00	600.00
				11 - Correspondence/Communications - Directive re formatting for California Pleading						
09-10-2021	Approved		Billable	11 - Correspondence/ Communications	Bower, David			0.400	750.00	300.00
				11 - Correspondence/Communications - Discussion regarding share structure in Demurring documents						
09-13-2021	Approved		Billable	02 - Pleading	Bower, David			1.500	750.00	1,125.00
				02 - Pleading - edit, format and file Opposition to Demurrer, Compendium of Authorities and Response to Request for Judicial Notice						
10-04-2021	Approved		Billable	02 - Pleading	Bower, David			0.800	750.00	600.00
				02 - Pleading - Receipt and Review of reply to Opp to demurrer						
10-05-2021	Approved		Billable	17 - Case Schedule/CMC/ Reports	Bower, David			0.200	750.00	150.00

## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
<b>Anworth Mortgage Asset Corp.</b>										
<b><u>Merger</u></b>										
<b>Bower, David</b>										
17 - Case Schedule/CMC/Reports - Receipt review and calendar date change for hearing										
10-28-2021	Approved		Billable	11 - Correspondence/Communications	Bower, David			0.200	750.00	150.00
11 - Correspondence/Communications - Follow up and secure chambers copies to judge										
11-08-2021	Approved		Billable	02 - Pleading	Bower, David			0.500	750.00	375.00
02 - Pleading - Coordinate filing of opposition										
11-09-2021	Approved		Billable	05 - Motion	Bower, David			0.300	750.00	225.00
05 - Motion - Coordinate regarding PHV for Juan Monteverde follow up with court										
12-02-2021	Approved		Billable	17 - Case Schedule/CMC/Reports	Bower, David			2.400	750.00	1,800.00
17 - Case Schedule/CMC/Reports - Receipt and detailed review of Ruling on demurrer and further Orders regarding Scheduling and calendar of dates										
12-14-2021	Approved		Billable	11 - Correspondence/Communications	Bower, David			0.300	750.00	225.00
11 - Correspondence/Communications - Receipt review and comment on letter regarding discovery and scheduling										
12-14-2021	Approved		Billable	12 - Analyze and review	Bower, David			0.300	750.00	225.00
12 - Analyze and review - Review of M&C language and discussion										
12-29-2021	Approved		Billable	03 - Discovery	Bower, David			0.300	750.00	225.00
03 - Discovery - Review and discussion concerning discovery tactics										
01-03-2022	Approved		Billable	02 - Pleading	Bower, David			1.000	750.00	750.00
02 - Pleading - Edit and prepare and file Stipulation, declaration and Proposed Order re Dismissal of Joe Davis										
01-03-2022	Approved		Billable	12 - Analyze and review	Bower, David			0.400	750.00	300.00
12 - Analyze and review - Receipt and review answer to complaint										
01-09-2022	Approved		Billable	17 - Case Schedule/CMC/Reports	Bower, David			0.600	750.00	450.00
17 - Case Schedule/CMC/Reports - Review and discussions regarding joint status report										
01-10-2022	Approved		Billable	17 - Case Schedule/CMC/Reports	Bower, David			0.200	750.00	150.00
17 - Case Schedule/CMC/Reports - filing of status report										
01-21-2022	Approved		Billable	03 - Discovery	Bower, David			0.300	750.00	225.00
03 - Discovery - Review of drafts of discovery										
01-21-2022	Approved		Billable	17 - Case Schedule/CMC/Reports	Bower, David			0.200	750.00	150.00
17 - Case Schedule/CMC/Reports - Notice of Calendar Change										
01-21-2022	Approved		Billable	17 - Case Schedule/CMC/Reports	Bower, David			0.200	750.00	150.00

09-26-2023 12:21:37

## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
<b>Anworth Mortgage Asset Corp.</b>										
<b><u>Merger</u></b>										
<b>Bower, David</b>										
17 - Case Schedule/CMC/Reports - Review calendar changes and update system										
01-31-2022	Approved		Billable	17 - Case Schedule/CMC/Reports	Bower, David			0.400	750.00	300.00
17 - Case Schedule/CMC/Reports - Receipt and review discovery conference statement										
02-05-2022	Approved		Billable	17 - Case Schedule/CMC/Reports	Bower, David			0.200	750.00	150.00
17 - Case Schedule/CMC/Reports - Receipt review and direct filing of IDC report										
03-01-2022	Approved		Billable	17 - Case Schedule/CMC/Reports	Bower, David			0.100	750.00	75.00
17 - Case Schedule/CMC/Reports - Notation of calendar change for IDC										
03-09-2022	Approved		Billable	17 - Case Schedule/CMC/Reports	Bower, David			0.100	750.00	75.00
17 - Case Schedule/CMC/Reports - New calendar change										
03-16-2022	Approved		Billable	11 - Correspondence/Communications	Bower, David			0.400	750.00	300.00
11 - Correspondence/Communications - Discussion regarding IDC and outcome										
03-18-2022	Approved		Billable	17 - Case Schedule/CMC/Reports	Bower, David			0.300	750.00	225.00
17 - Case Schedule/CMC/Reports - Proposed Protective Order										
03-22-2022	Approved		Billable	11 - Correspondence/Communications	Bower, David			0.200	750.00	150.00
11 - Correspondence/Communications - Forward Order to counsel										
03-25-2022	Approved		Billable	03 - Discovery	Bower, David			0.300	750.00	225.00
03 - Discovery - Review and conform discovery devices to defendants										
03-30-2022	Approved		Billable	03 - Discovery	Bower, David			0.300	750.00	225.00
03 - Discovery - Review further ESI discovery										
04-11-2022	Approved		Billable	03 - Discovery	Bower, David			0.500	750.00	375.00
03 - Discovery - subpoenas review and execute										
04-14-2022	Approved		Billable	03 - Discovery	Bower, David			0.400	750.00	300.00
03 - Discovery - Service and follow up regarding subpoenas										
04-21-2022	Approved		Billable	11 - Correspondence/Communications	Bower, David			0.800	750.00	600.00
11 - Correspondence/Communications - various calls and correspondence regarding subpoena service issues										
04-27-2022	Approved		Billable	05 - Motion	Bower, David			0.500	750.00	375.00
05 - Motion - Service and followup regarding pro hac Applications										
05-15-2022	Approved		Billable	02 - Pleading	Bower, David			1.200	750.00	900.00

## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
<b>Anworth Mortgage Asset Corp.</b>										
<b><u>Merger</u></b>										
<b>Bower, David</b>										
				02 - Pleading - Filing of pleadings and Notice re related case filings and discussions regarding going forward with discovery						
05-22-2022	Approved		Billable	03 - Discovery	Bower, David			2.200	750.00	1,650.00
				03 - Discovery - Receipt and review of discovery responses						
06-06-2022	Approved		Billable	05 - Motion	Bower, David			0.800	750.00	600.00
				05 - Motion - Collect and file Pro hac applications for co-counsel						
06-07-2022	Approved		Billable	02 - Pleading	Bower, David			0.400	750.00	300.00
				02 - Pleading - filing stipulation and protective order						
06-07-2022	Approved		Billable	17 - Case Schedule/CMC/Reports	Bower, David			0.300	750.00	225.00
				17 - Case Schedule/CMC/Reports - Filing of Joint statement						
06-13-2022	Approved		Billable	03 - Discovery	Bower, David			2.000	750.00	1,500.00
				03 - Discovery - Review of documents and preparation for hearing and discussions with co-counsel re strategy going forward						
06-14-2022	Approved		Billable	17 - Case Schedule/CMC/Reports	Bower, David			0.200	750.00	150.00
				17 - Case Schedule/CMC/Reports - Calendar after hearing on Status conference						
06-22-2022	Approved		Billable	03 - Discovery	Bower, David			0.300	750.00	225.00
				03 - Discovery - Receipt and review documents including subpoena re Credit Suisse						
07-01-2022	Approved		Billable	03 - Discovery	Bower, David			2.000	750.00	1,500.00
				03 - Discovery - Review scan of documents produced						
08-10-2022	Approved		Billable	09 - Settlement/Mediation	Bower, David			0.200	750.00	150.00
				09 - Settlement/Mediation - Receipt and review of documents re mediation						
08-18-2022	Approved		Billable	12 - Analyze and review	Bower, David			1.500	750.00	1,125.00
				12 - Analyze and review - Review and approve and send for service various subpoenas out of state						
08-18-2022	Approved		Billable	12 - Analyze and review	Bower, David			0.400	750.00	300.00
				12 - Analyze and review - Review subpoenas for discovery						
08-22-2022	Approved		Billable	11 - Correspondence/Communications	Bower, David			0.300	750.00	225.00
				11 - Correspondence/Communications - discussions regarding subpoena process						
08-23-2022	Approved		Billable	12 - Analyze and review	Bower, David			0.500	750.00	375.00
				12 - Analyze and review - Receipt and scanning review of various discovery devices from defendant						
08-29-2022	Approved		Billable	12 - Analyze and review	Bower, David			2.200	750.00	1,650.00
				12 - Analyze and review - further subpoenas and discussion with associate regarding forms and proper filing and service						
09-02-2022	Approved		Billable	12 - Analyze and review	Bower, David			1.400	750.00	1,050.00
				12 - Analyze and review - follow up and review of additional documents						

## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
<b>Anworth Mortgage Asset Corp.</b>										
<b><u>Merger</u></b>										
<b>Bower, David</b>										
09-06-2022	Approved		Billable	03 - Discovery	Bower, David			0.300	750.00	225.00
				03 - Discovery - Subpoena to Armour						
09-06-2022	Approved		Billable	03 - Discovery	Bower, David			1.000	750.00	750.00
				03 - Discovery - Subpoena to Angel Oak						
09-07-2022	Approved		Billable	17 - Case Schedule/CMC/Reports	Bower, David			0.300	750.00	225.00
				17 - Case Schedule/CMC/Reports - Review and finalising of Joint Status Report						
09-08-2022	Approved		Billable	17 - Case Schedule/CMC/Reports	Bower, David			0.500	750.00	375.00
				17 - Case Schedule/CMC/Reports - Filing of status Report						
09-09-2022	Approved		Billable	05 - Motion	Bower, David			0.500	750.00	375.00
				05 - Motion - Renewal of Pro Hac						
09-09-2022	Approved		Billable	09 - Settlement/Mediation	Bower, David			0.500	750.00	375.00
				09 - Settlement/Mediation - Review of mediation statement						
09-12-2022	Approved		Billable	11 - Correspondence/Communications	Bower, David			0.200	750.00	150.00
				11 - Correspondence/Communications - Communications regarding continuance						
09-14-2022	Approved		Billable	11 - Correspondence/Communications	Bower, David			0.300	750.00	225.00
				11 - Correspondence/Communications - correspondence from witness Vinson & Elkins re Subpoena						
09-19-2022	Approved		Billable	02 - Pleading	Bower, David			0.200	750.00	150.00
				02 - Pleading - Review of pleading issue						
09-20-2022	Approved		Billable	12 - Analyze and review	Bower, David			2.000	750.00	1,500.00
				12 - Analyze and review - Review of Draft responses to defendant and suggestions as to proper format						
09-23-2022	Approved		Billable	03 - Discovery	Bower, David			1.000	750.00	750.00
				03 - Discovery - Help with Responses to discovery						
09-23-2022	Approved		Billable	09 - Settlement/Mediation	Bower, David			1.400	750.00	1,050.00
				09 - Settlement/Mediation - Review and give input regarding mediation statement						
09-23-2022	Approved		Billable	03 - Discovery	Bower, David			0.300	750.00	225.00
				03 - Discovery - Receipt and review of objections from Annaly						
09-27-2022	Approved		Billable	03 - Discovery	Bower, David			0.500	750.00	375.00
				03 - Discovery - Receipt and Review Response to subpoena Annaly						
09-28-2022	Approved		Billable	03 - Discovery	Bower, David			0.200	750.00	150.00
				03 - Discovery - review and approve responses to discovery fdor service						

## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
<b>Anworth Mortgage Asset Corp.</b>										
<b><u>Merger</u></b>										
<b>Bower, David</b>										
09-28-2022	Approved		Billable	11 - Correspondence/ Communications	Bower, David			2.000	750.00	1,500.00
				11 - Correspondence/Communications - Review and short discussion with cocounsel regarding discovery responses						
09-29-2022	Approved		Billable	03 - Discovery	Bower, David			1.100	750.00	825.00
				03 - Discovery - Receipt and scan production from Credit Suisse						
10-01-2022	Approved		Billable	09 - Settlement/Mediation	Bower, David			0.600	750.00	450.00
				09 - Settlement/Mediation - Review of Mediation presentation						
10-06-2022	Approved		Billable	03 - Discovery	Bower, David			0.200	750.00	150.00
				03 - Discovery - Receipt of response from AGNC						
10-07-2022	Approved		Billable	03 - Discovery	Bower, David			0.300	750.00	225.00
				03 - Discovery - Receipt and review of wells Fargo Response						
10-27-2022	Approved		Billable	03 - Discovery	Bower, David			0.800	750.00	600.00
				03 - Discovery - Receipt and scan Great Ajax objections to and Production						
11-04-2022	Approved		Billable	03 - Discovery	Bower, David			0.800	750.00	600.00
				03 - Discovery - Receipt and review of discovery from defendant						
11-04-2022	Approved		Billable	03 - Discovery	Bower, David			0.400	750.00	300.00
				03 - Discovery - Response and production from Armour REIT						
11-21-2022	Approved		Billable	03 - Discovery	Bower, David			0.500	750.00	375.00
				03 - Discovery - Discussions regarding discovery disputes						
12-27-2022	Approved		Billable	09 - Settlement/Mediation	Bower, David			0.200	750.00	150.00
				09 - Settlement/Mediation - Review and discussion regarding settlement						
01-08-2023	Approved		Billable	09 - Settlement/Mediation	Bower, David			0.500	750.00	375.00
				09 - Settlement/Mediation - Review Settlement Stipulation						
02-24-2023	Approved		Billable	09 - Settlement/Mediation	Bower, David			1.400	750.00	1,050.00
				09 - Settlement/Mediation - Receipt review and prepare finalized Settlement Stipulation for filing						
02-28-2023	Approved		Billable	05 - Motion	Bower, David			1.800	750.00	1,350.00
				05 - Motion - Finalize and Serve and file Motion, points and authorities and Proposed Order re Preliminary Approval						
03-01-2023	Approved		Billable	02 - Pleading	Bower, David			0.300	750.00	225.00
				02 - Pleading - Filing of agreement						
03-02-2023	Approved		Billable	11 - Correspondence/ Communications	Bower, David			0.300	750.00	225.00
				11 - Correspondence/Communications - Provide conformed copies of all filed documents						
03-24-2023	Approved		Billable	02 - Pleading	Bower, David			0.200	750.00	150.00
				02 - Pleading - prep and file change of address						



## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
------	--------	----------	--------------	------	--------------	-------	------	----------	------	--------

#### Anworth Mortgage Asset Corp.

##### Merger

##### Bower, David

04-15-2023	Approved		Billable	11 - Correspondence/ Communications	Bower, David			0.200	750.00	150.00
				11 - Correspondence/Communications - Recept and notify parties and counsel of continuance of Preliminary Approval Hearing						
05-15-2023	Approved		Billable	12 - Analyze and review	Bower, David			0.500	750.00	375.00
				12 - Analyze and review - Receipt and review of Ruling on Preliminary Approval						
05-31-2023	Approved		Billable	12 - Analyze and review	Bower, David			0.400	750.00	300.00
				12 - Analyze and review - Review Amended Stipulation for filing						
06-15-2023	Approved		Billable	12 - Analyze and review	Bower, David			1.400	750.00	1,050.00
				12 - Analyze and review - Review and discuss and prepare for filing of revised stip and Memorandum of Points and Authorities						
06-17-2023	Approved		Billable	05 - Motion	Bower, David			0.400	750.00	300.00
				05 - Motion - Review and revise and refile signed Declaration of Juan Monteverde						
06-20-2023	Approved		Billable	05 - Motion	Bower, David			0.300	750.00	225.00
				05 - Motion - Filing of Non-renewal of Pro Hac						
09-24-2023	Approved		Billable	17 - Case Schedule/CMC/ Reports	Bower, David			0.300	750.00	225.00
				17 - Case Schedule/CMC/Reports - Review and prepare and file Stipulation and Proposed Order re page limits						
<b>Professional Total</b>								<b>77.300</b>		<b>57,975.00</b>

##### Keller, Beth

01-31-2023	Approved		Billable	11 - Correspondence/ Communications	Keller, Beth			4.000	750.00	3,000.00
				11 - Correspondence/Communications - Correspondence w/ Mike Palestina, review local rules, review and edit stipulation of settlement and exhibits to stipulation.						
09-21-2023	Approved		Billable	11 - Correspondence/ Communications	Keller, Beth			0.300	750.00	225.00
				11 - Correspondence/Communications - Email correspondence with M. Palestina regarding final approval submission						
09-22-2023	Approved		Billable	12 - Analyze and review	Keller, Beth			5.200	750.00	3,900.00
				12 - Analyze and review - Review and edit final approval brief; legal research; t.c. and email corr with M. Palestina re same						
09-23-2023	Approved		Billable	12 - Analyze and review	Keller, Beth			1.500	750.00	1,125.00
				12 - Analyze and review - Review and edit declarations for final approval submissions; email corr with M. Palestina re same						
09-24-2023	Approved		Billable	11 - Correspondence/ Communications	Keller, Beth			0.400	750.00	300.00
				11 - Correspondence/Communications - Review email correspondence with M. Palestina and J. Monteverde						
09-25-2023	Approved		Billable	11 - Correspondence/ Communications	Keller, Beth			1.700	750.00	1,275.00
				11 - Correspondence/Communications - Review email correspondence with M. Palestina and J. Monteverde re final approval submission; review updated final approval drafts						



## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
<b>Anworth Mortgage Asset Corp.</b>										
<b><u>Merger</u></b>										
<b>Keller, Beth</b>										
09-26-2023	Approved		Billable	11 - Correspondence/ Communications	Keller, Beth			0.500	750.00	375.00
				11 - Correspondence/Communications - Review email correspondence with J. Monteverde and M. Palestina						
<b>Professional Total</b>								<b>13.600</b>		<b>10,200.00</b>
<b>Lerner, Jonathan</b>										
01-10-2022	Approved		Billable	12 - Analyze and review	Lerner, Jonathan			14.000	525.00	7,350.00
				12 - Analyze and review - review and analysis of complaint, interested director ratification statute, letter correspondence re discovery, and cases cited in Defendants' response letter						
01-11-2022	Approved		Billable	12 - Analyze and review	Lerner, Jonathan			14.000	525.00	7,350.00
				12 - Analyze and review - review and analysis of complaint, interested director ratification statute, letter correspondence re discovery, and cases cited in Defendants' response letter						
01-12-2022	Approved		Billable	12 - Analyze and review	Lerner, Jonathan			12.000	525.00	6,300.00
				12 - Analyze and review - review and analysis of complaint, interested director ratification statute, letter correspondence re discovery, and cases cited in Defendants' response letter						
01-18-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			14.000	525.00	7,350.00
				03 - Discovery - preparation of discovery demands						
01-20-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			7.000	525.00	3,675.00
				03 - Discovery - drafting of RFPs						
01-21-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			4.000	525.00	2,100.00
				03 - Discovery - edits to RFPs						
03-17-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			4.000	525.00	2,100.00
				03 - Discovery - preparation of proposed confidentiality stipulation and order						
03-18-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			5.000	525.00	2,625.00
				03 - Discovery - continued edits to discovery demands						
03-21-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			12.000	525.00	6,300.00
				03 - Discovery - revisions to set one RFPs to Defendants						
03-22-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			14.000	525.00	7,350.00
				03 - Discovery - revisions and finalization to RFPs; preparation and finalization of Rgs						
03-23-2022	Approved		Billable	12 - Analyze and review	Lerner, Jonathan			14.000	525.00	7,350.00
				12 - Analyze and review - review and analysis of unamended management agreement, amendment to management agreement, and 10-K for 2020						
03-24-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			14.000	525.00	7,350.00
				03 - Discovery - 12 - preparation of RFAs; continued review of unamended management agreement, amendment to management agreement, and relevant 10-Qs and 10-K						
03-25-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			14.000	525.00	7,350.00

## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
<b>Anworth Mortgage Asset Corp.</b>										
<b><u>Merger</u></b>										
<b>Lerner, Jonathan</b>										
				03 - Discovery - finalization of set one discovery demands; preparing memo notes for file on manager termination fee and management fee amendment issue						
03-26-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			2.000	525.00	1,050.00
				03 - Discovery - further memo notes re management fee issue						
03-30-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			12.000	525.00	6,300.00
				03 - Discovery - preparation of subpoenas for Anworth, Anworth Manager, and Credit Suisse						
03-31-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			12.000	525.00	6,300.00
				03 - Discovery - continued edits to subpoena demands for Anworth, Anworth Manager, and Credit Suisse; preparation of ancillary docs						
04-01-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			8.000	525.00	4,200.00
				03 - Discovery - final edits to all subpoena demands and ancillary docs						
04-11-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			3.000	525.00	1,575.00
				03 - Discovery - finalization of subpoenas on Anworth and Anworth Manager						
04-12-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			1.000	525.00	525.00
				03 - Discovery - check in with defense counsel re subpoenas, discussion re same with co-counsel						
04-27-2022	Approved		Billable	05 - Motion	Lerner, Jonathan			2.000	525.00	1,050.00
				05 - Motion - preparation of PHV motions						
06-03-2022	Approved		Billable	06 - Preparation Hearing/Trial	Lerner, Jonathan			4.000	525.00	2,100.00
				06 - Preparation Hearing/Trial - preparing joint report for status hearing						
06-06-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			3.000	525.00	1,575.00
				03 - Discovery - finalizing Credit Suisse subpoena and sending out for service						
06-20-2022	Approved		Billable	12 - Analyze and review	Lerner, Jonathan			1.500	525.00	787.50
				12 - Analyze and review - review of complaint and proxy						
06-21-2022	Approved		Billable	12 - Analyze and review	Lerner, Jonathan			3.000	525.00	1,575.00
				12 - Analyze and review - review of complaint and proxy						
06-22-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			1.500	525.00	787.50
				03 - Discovery - call and call prep for Credit Suisse call re subpoena, discussion with co-counsel						
06-23-2022	Approved		Billable	12 - Analyze and review	Lerner, Jonathan			0.500	525.00	262.50
				12 - Analyze and review - review of proxy						
08-01-2022	Approved		Billable	12 - Analyze and review	Lerner, Jonathan			4.500	525.00	2,362.50
				12 - Analyze and review - review of complaint, case file, proxy; discussion with co-counsel						
08-02-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			5.000	525.00	2,625.00
				03 - Discovery - review of proxy, preparation of Schedule A for Ready Capital subpoena						
08-03-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			4.000	525.00	2,100.00

09-26-2023 12:21:37

## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
<b>Anworth Mortgage Asset Corp.</b>										
<b><u>Merger</u></b>										
<b>Lerner, Jonathan</b>										
03 - Discovery - edits to Schedule A for Ready Capital subpoena										
08-04-2022	Approved		Billable	11 - Correspondence/ Communications	Lerner, Jonathan			2.000	525.00	1,050.00
11 - Correspondence/Communications - call prep; conference call with attorneys for Credit Suisse										
08-08-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			2.000	525.00	1,050.00
03 - Discovery - edits to subpoena for Ready Capital										
08-16-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			3.000	525.00	1,575.00
03 - Discovery - bidder subpoena edits										
08-17-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			5.000	525.00	2,625.00
03 - Discovery - bidder subpoena edits										
08-18-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			3.000	525.00	1,575.00
03 - Discovery - finalization of DE subpoenas for bidders										
08-22-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			1.500	525.00	787.50
03 - Discovery - review of subpoenas										
09-08-2022	Approved		Billable	09 - Settlement/Mediation	Lerner, Jonathan			4.000	525.00	2,100.00
09 - Settlement/Mediation - edits to mediation statement										
09-12-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			2.000	525.00	1,050.00
03 - Discovery - review of discovery demands, call with Annaly Capital Mgmt attorneys										
09-12-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			1.000	525.00	525.00
03 - Discovery - following up with process server regarding subpoenas										
09-16-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			2.000	525.00	1,050.00
03 - Discovery - review and discussion of response to requests for admission										
09-19-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			1.000	525.00	525.00
03 - Discovery - review of discovery demands, call with deputy general counsel for AGNC Investment Corp.										
09-20-2022	Approved		Billable	09 - Settlement/Mediation	Lerner, Jonathan			1.500	525.00	787.50
09 - Settlement/Mediation - analysis of particular potential argument at mediation										
09-22-2022	Approved		Billable	12 - Analyze and review	Lerner, Jonathan			6.000	525.00	3,150.00
12 - Analyze and review - analysis of management fee / termination fee issue										
09-28-2022	Approved		Billable	09 - Settlement/Mediation	Lerner, Jonathan			2.000	525.00	1,050.00
09 - Settlement/Mediation - assembling materials for mediation; transferring materials to defendants prior to mediation										
09-29-2022	Approved		Billable	01 - Case Development, Investigation and review corporate filings	Lerner, Jonathan			12.000	525.00	6,300.00
01 - Case Development, Investigation and review corporate filings - analysis of termination fee issue and preparation of ppt deck explaining management fees and windup fees										

## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
<b>Anworth Mortgage Asset Corp.</b>										
<b><u>Merger</u></b>										
<b>Lerner, Jonathan</b>										
09-30-2022	Approved		Billable	09 - Settlement/Mediation	Lerner, Jonathan			14.000	525.00	7,350.00
				03 - Discovery - preparing powerpoint analyzing termination and management fees						
10-03-2022	Approved		Billable	09 - Settlement/Mediation	Lerner, Jonathan			12.000	525.00	6,300.00
				09 - Settlement/Mediation - mediation prep and mediation						
10-04-2022	Approved		Billable	09 - Settlement/Mediation	Lerner, Jonathan			1.500	525.00	787.50
				09 - Settlement/Mediation - organizing case file after mediation						
10-06-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			1.000	525.00	525.00
				03 - Discovery - organizing discovery productions; sending received production to defendants						
10-11-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			5.000	525.00	2,625.00
				03 - Discovery - edits to discovery demands, correspondence with process server, saving production, correspondence with co-counsel						
10-14-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			3.000	525.00	1,575.00
				03 - Discovery - preparing search terms						
10-17-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			5.000	525.00	2,625.00
				03 - Discovery - drafting search terms, called with attorneys for Claros/MRECS						
10-18-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			8.000	525.00	4,200.00
				03 - Discovery - drafting RFPs, continued drafting of search terms						
10-19-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			2.500	525.00	1,312.50
				03 - Discovery - continued drafting of search terms						
10-20-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			9.500	525.00	4,987.50
				03 - Discovery - downloading production from Angel Oak, partial review of production, edits to search terms, edits to RFPs, service of RFPs and search terms on defendants, coordination with co-counsel, edits to RFP set 2						
10-27-2022	Approved		Billable	11 - Correspondence/Communications	Lerner, Jonathan			1.500	525.00	787.50
				11 - Correspondence/Communications - correspondence with attorneys for defendants, correspondence with co-counsel						
10-28-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			2.500	525.00	1,312.50
				03 - Discovery - saving received discovery materials, correspondence						
10-31-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			2.000	525.00	1,050.00
				03 - Discovery - updates to discovery tracking chart						
11-07-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			5.500	525.00	2,887.50
				03 - Discovery - drafting omnibus R&Os, discussion re same with co-counsel						
11-08-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			8.500	525.00	4,462.50
				03 - Discovery - drafting omnibus response to discovery demands						
11-09-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			4.000	525.00	2,100.00
				03 - Discovery - continued drafting of omnibus R&Os						

## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
<b>Anworth Mortgage Asset Corp.</b>										
<b><u>Merger</u></b>										
<b>Lerner, Jonathan</b>										
11-10-2022	Approved		Billable	12 - Analyze and review	Lerner, Jonathan			1.500	525.00	787.50
				12 - Analyze and review - review of proxy and complaint						
11-11-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			3.000	525.00	1,575.00
				03 - Discovery - organization of discovery materials						
11-16-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			8.000	525.00	4,200.00
				03 - Discovery - preparing omnibus R&Os to Defendants' 2nd Set of Discovery, further interrogatories for Defendants, and supplemental R&Os to Defendants' first set of discovery.						
11-17-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			6.000	525.00	3,150.00
				03 - Discovery - preparing omnibus R&Os to Defendants' 2nd Set of Discovery, further interrogatories for Defendants, and supplemental R&Os to Defendants' first set of discovery.						
11-18-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			6.000	525.00	3,150.00
				03 - Discovery - finalization of omnibus R&Os to Defendants' 2nd Set of Discovery, further interrogatories for Defendants, and supplemental R&Os to Defendants' first set of discovery.						
11-22-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			1.500	525.00	787.50
				03 - Discovery - organization of discovery materials, review of discovery deadlines						
12-01-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			4.000	525.00	2,100.00
				03 - Discovery - revisions to R&Os and Rogs based on call						
12-02-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			2.500	525.00	1,312.50
				03 - Discovery - edits to R&Os, edits to rogs						
12-05-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			7.000	525.00	3,675.00
				03 - Discovery - edits to R&Os						
12-12-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			4.000	525.00	2,100.00
				03 - Discovery - drafting Plaintiffs' discovery demands and R&Os, correspondence re R&Os with co-counsel						
12-13-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			7.500	525.00	3,937.50
				03 - Discovery - drafting Plaintiffs' discovery demands and R&Os						
12-14-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			4.500	525.00	2,362.50
				03 - Discovery - edits to discovery demands and R&Os						
12-15-2022	Approved		Billable	11 - Correspondence/Communications	Lerner, Jonathan			0.500	525.00	262.50
				11 - Correspondence/Communications - correspondence with co-counsel						
12-16-2022	Approved		Billable	03 - Discovery	Lerner, Jonathan			10.000	525.00	5,250.00

## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
<b>Anworth Mortgage Asset Corp.</b>										
<b><u>Merger</u></b>										
<b>Lerner, Jonathan</b>										
03 - Discovery - finalization and service of discovery demands and Plaintiffs' responses and objections: (1) Plaintiffs' Second Set of Interrogatories to Defendant Joseph E. McAdams (2) Plaintiff Sheila Baker's Omnibus Supplemental Responses and Objections to Defendants' First Set of Discovery Demands (3) Plaintiff Sheila Baker's Omnibus Responses and Objections to Defendants' Second Set of Discovery Demands (4) Plaintiff Benjamin Gigli's Omnibus Supplemental Responses and Objections to Defendants' First Set of Discovery Demands (5) Plaintiff Benjamin Gigli's Omnibus Responses and Objections to Defendants' Second Set of Discovery Demands (6) Plaintiff Merle Bundick's Omnibus Supplemental Responses and Objections to Defendants' First Set of Discovery Demands (7) Plaintiff Merle Bundick's Omnibus Responses and Objections to Defendants' Second Set of Discovery Demands										
12-19-2022	Approved		Billable	11 - Correspondence/ Communications	Lerner, Jonathan			0.500	525.00	262.50
11 - Correspondence/Communications - correspondence with co-counsel										
12-21-2022	Approved		Billable	11 - Correspondence/ Communications	Lerner, Jonathan			0.500	525.00	262.50
11 - Correspondence/Communications - correspondence with co-counsel										
12-22-2022	Approved		Billable	05 - Motion	Lerner, Jonathan			5.000	525.00	2,625.00
05 - Motion - preparing stipulation amending case schedule, correspondence with co-counsel										
01-03-2023	Approved		Billable	11 - Correspondence/ Communications	Lerner, Jonathan			0.500	525.00	262.50
11 - Correspondence/Communications - correspondence with co-counsel										
01-05-2023	Approved		Billable	11 - Correspondence/ Communications	Lerner, Jonathan			0.500	525.00	262.50
11 - Correspondence/Communications - correspondence with co-counsel										
01-06-2023	Approved		Billable	09 - Settlement/Mediation	Lerner, Jonathan			2.000	525.00	1,050.00
09 - Settlement/Mediation - preparation of discovery chronology for settlement papers										
01-18-2023	Approved		Billable	11 - Correspondence/ Communications	Lerner, Jonathan			1.000	525.00	525.00
11 - Correspondence/Communications - review of discovery demands to pull demand, correspondence with attorneys for defendants										
02-01-2023	Approved		Billable	05 - Motion	Lerner, Jonathan			10.000	525.00	5,250.00
05 - Motion - drafting preliminary approval motion										
02-02-2023	Approved		Billable	05 - Motion	Lerner, Jonathan			7.500	525.00	3,937.50
05 - Motion - further preparation of preliminary approval motion										
02-03-2023	Approved		Billable	05 - Motion	Lerner, Jonathan			7.500	525.00	3,937.50
05 - Motion - further preparation of preliminary approval motion										
02-06-2023	Approved		Billable	05 - Motion	Lerner, Jonathan			4.500	525.00	2,362.50
05 - Motion - revisions to preliminary approval motion										
02-15-2023	Approved		Billable	05 - Motion	Lerner, Jonathan			4.000	525.00	2,100.00
05 - Motion - edits to preliminary approval motion										

## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
------	--------	----------	--------------	------	--------------	-------	------	----------	------	--------

#### Anworth Mortgage Asset Corp.

##### Merger

##### Lerner, Jonathan

02-16-2023	Approved		Billable	05 - Motion	Lerner, Jonathan			4.000	525.00	2,100.00
				05 - Motion - edits to preliminary approval motion						
02-24-2023	Approved		Billable	05 - Motion	Lerner, Jonathan			7.000	525.00	3,675.00
				05 - Motion - review and edits to stipulation of settlement, MOL						
02-27-2023	Approved		Billable	05 - Motion	Lerner, Jonathan			10.000	525.00	5,250.00
				05 - Motion - finalization of preliminary approval papers, review of relevant preliminary approval and final judgment orders by Judge Kuhl						
02-28-2023	Approved		Billable	12 - Analyze and review	Lerner, Jonathan			8.000	525.00	4,200.00
				12 - Analyze and review - review of Kuhl decisions; correspondence with co-counsel re filing, coordinating filing						
06-21-2023	Approved		Billable	05 - Motion	Lerner, Jonathan			1.000	525.00	525.00
				05 - Motion - preparing notices of PHV non-renewal for JL and MS						
								<b>Professional Total</b>	<b>482.000</b>	<b>253,050.00</b>

##### Monteverde, Juan

01-05-2021	Approved		Billable	01 - Case Development, Investigation and review corporate filings	Monteverde, Juan			4.200	975.00	4,095.00
				01 - Case Development, Investigation and review corporate filings						
01-07-2021	Approved		Billable	15 - Research	Monteverde, Juan			2.300	975.00	2,242.50
				15 - Research - re direct claims under MD law and pleading format						
01-09-2021	Approved		Billable	11 - Correspondence/ Communications	Monteverde, Juan			0.600	975.00	585.00
				11 - Correspondence/Communications - client discussion and retainer						
02-12-2021	Approved		Billable	01 - Case Development, Investigation and review corporate filings	Monteverde, Juan			6.500	975.00	6,337.50
				01 - Case Development, Investigation and review corporate filings, including def proxy and annotate same						
02-15-2021	Approved		Billable	02 - Pleading	Monteverde, Juan			7.000	975.00	6,825.00
				02 - Pleading - draft complaint to send client						
02-23-2021	Approved		Billable	02 - Pleading	Monteverde, Juan			6.400	975.00	6,240.00
				02 - Pleading - edit/finalize complaint						
02-26-2021	Approved		Billable	12 - Analyze and review	Monteverde, Juan			1.300	975.00	1,267.50
				12 - Analyze and review - supplemental disclosures and potential ratification issues.						
03-10-2021	Approved		Billable	14 - Meeting/Strategy	Monteverde, Juan			1.200	975.00	1,170.00
				14 - Meeting/Strategy - re service and removal						
04-20-2021	Approved		Billable	05 - Motion	Monteverde, Juan			1.400	975.00	1,365.00

09-26-2023 12:21:37



## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
<b>Anworth Mortgage Asset Corp.</b>										
<b><u>Merger</u></b>										
<b>Monteverde, Juan</b>										
05 - Motion - review/edit sip for lead, confer w defs counsel and discuss internally and ksf.										
04-27-2021	Approved		Billable	17 - Case Schedule/CMC/Reports	Monteverde, Juan			1.000	975.00	975.00
17 - Case Schedule/CMC/Reports										
06-01-2021	Approved		Billable	02 - Pleading	Monteverde, Juan			5.700	975.00	5,557.50
02 - Pleading - draft consolidated complaint post close										
06-13-2021	Approved		Billable	02 - Pleading	Monteverde, Juan			3.200	975.00	3,120.00
02 - Pleading - edit/finalize consol complaint										
06-15-2021	Approved		Billable	02 - Pleading	Monteverde, Juan			0.500	975.00	487.50
02 - Pleading - finalize/file consol complaint										
07-22-2021	Approved		Billable	17 - Case Schedule/CMC/Reports	Monteverde, Juan			1.200	975.00	1,170.00
17 - Case Schedule/CMC/Reports - confer and negotiate demurrer schedule, review/edit stip.										
08-16-2021	Approved		Billable	12 - Analyze and review	Monteverde, Juan			2.400	975.00	2,340.00
12 - Analyze and review - demurrer										
08-20-2021	Approved		Billable	14 - Meeting/Strategy	Monteverde, Juan			0.700	975.00	682.50
14 - Meeting/Strategy - confer w bower and discuss timing/issues re demurrer.										
08-31-2021	Approved		Billable	12 - Analyze and review	Monteverde, Juan			7.300	975.00	7,117.50
12 - Analyze and review - defs demurrer and complaint										
09-02-2021	Approved		Billable	05 - Motion	Monteverde, Juan			4.500	975.00	4,387.50
05 - Motion - draft/review/revise opp to demurrer.										
09-11-2021	Approved		Billable	05 - Motion	Monteverde, Juan			2.600	975.00	2,535.00
05 - Motion -review/edit working draft opp to demurrer.										
09-12-2021	Approved		Billable	05 - Motion	Monteverde, Juan			8.000	975.00	7,800.00
05 - Motion - review/edit opp to demurrer										
11-16-2021	Approved		Billable	12 - Analyze and review	Monteverde, Juan			7.500	975.00	7,312.50
12 - Analyze and review - demurrer briefing and operative complaint										
11-19-2021	Approved		Billable	06 - Preparation Hearing/Trial	Monteverde, Juan			7.100	975.00	6,922.50
06 - Preparation Hearing/Trial - demurrer										
11-20-2021	Approved		Billable	06 - Preparation Hearing/Trial	Monteverde, Juan			4.500	975.00	4,387.50
06 - Preparation Hearing/Trial - demurrer, emails w Miles re MD research.										
11-21-2021	Approved		Billable	06 - Preparation Hearing/Trial	Monteverde, Juan			6.700	975.00	6,532.50



## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
<b>Anworth Mortgage Asset Corp.</b>										
<b><u>Merger</u></b>										
<b>Monteverde, Juan</b>										
06 - Preparation Hearing/Trial - demurrer										
11-22-2021	Approved		Billable	07 - Court Hearing	Monteverde, Juan			3.500	975.00	3,412.50
07 - Court Hearing - prep and conduct demurrer hearing.										
12-02-2021	Approved		Billable	12 - Analyze and review	Monteverde, Juan			3.400	975.00	3,315.00
12 - Analyze and review - opinion denying demurrer and discuss next steps w team										
12-06-2021	Approved		Billable	11 - Correspondence/Communications	Monteverde, Juan			1.600	975.00	1,560.00
11 - Correspondence/Communications - prep and confer w defs counsel re discovery and case										
12-14-2021	Approved		Billable	11 - Correspondence/Communications	Monteverde, Juan			2.400	975.00	2,340.00
11 - Correspondence/Communications - draft letter re 1/18 cmc and pltfs proposed discovery scope										
12-29-2021	Approved		Billable	11 - Correspondence/Communications	Monteverde, Juan			2.000	975.00	1,950.00
11 - Correspondence/Communications - review defs response re discovery scope and discuss internally										
12-30-2021	Approved		Billable	11 - Correspondence/Communications	Monteverde, Juan			3.000	975.00	2,925.00
11 - Correspondence/Communications - review defs response to 12/14 discovery scope and ratification issues, research same										
01-03-2022	Approved		Billable	11 - Correspondence/Communications	Monteverde, Juan			0.400	975.00	390.00
11 - Correspondence/Communications - follow up re cmc statement										
01-08-2022	Approved		Billable	03 - Discovery	Monteverde, Juan			4.500	975.00	4,387.50
03 - Discovery - review defs issues re MD statute and ratification re scope of discovery										
01-10-2022	Approved		Billable	17 - Case Schedule/CMC/Reports	Monteverde, Juan			2.800	975.00	2,730.00
17 - Case Schedule/CMC/Reports - update report and add MD law re ratification										
01-17-2022	Approved		Billable	11 - Correspondence/Communications	Monteverde, Juan			1.400	975.00	1,365.00
11 - Correspondence/Communications - review letter from defs re witnesses										
01-18-2022	Approved		Billable	07 - Court Hearing	Monteverde, Juan			1.000	975.00	975.00
07 - Court Hearing - prep and attend cmc										
01-18-2022	Approved		Billable	11 - Correspondence/Communications	Monteverde, Juan			0.400	975.00	390.00
11 - Correspondence/Communications - email re addl witnesses										
01-20-2022	Approved		Billable	03 - Discovery	Monteverde, Juan			6.500	975.00	6,337.50
03 - Discovery - draft/edit/review rfp,										

## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
<b>Anworth Mortgage Asset Corp.</b>										
<b><u>Merger</u></b>										
<b>Monteverde, Juan</b>										
01-24-2022	Approved		Billable	11 - Correspondence/ Communications	Monteverde, Juan			1.000	975.00	975.00
				11 - Correspondence/Communications - court adjournment of IDC and emails internally and w defs re next steps						
01-29-2022	Approved		Billable	03 - Discovery	Monteverde, Juan			2.300	975.00	2,242.50
				03 - Discovery - draft IDC report						
01-31-2022	Approved		Billable	03 - Discovery	Monteverde, Juan			0.400	975.00	390.00
				03 - Discovery - send IDC report to defs						
02-04-2022	Approved		Billable	03 - Discovery	Monteverde, Juan			0.300	975.00	292.50
				03 - Discovery - finalize/file IDC report						
02-07-2022	Approved		Billable	06 - Preparation Hearing/ Trial	Monteverde, Juan			2.000	975.00	1,950.00
				06 - Preparation Hearing/Trial - IDC						
02-08-2022	Approved		Billable	07 - Court Hearing	Monteverde, Juan			3.200	975.00	3,120.00
				07 - Court Hearing - prep, confer w Miles and conduct IDC						
03-01-2022	Approved		Billable	06 - Preparation Hearing/ Trial	Monteverde, Juan			3.500	975.00	3,412.50
				06 - Preparation Hearing/Trial - IDC and draft spiel						
03-09-2022	Approved		Billable	11 - Correspondence/ Communications	Monteverde, Juan			0.200	975.00	195.00
				11 - Correspondence/Communications - notice of adjournment of IDC						
03-15-2022	Approved		Billable	06 - Preparation Hearing/ Trial	Monteverde, Juan			6.000	975.00	5,850.00
				06 - Preparation Hearing/Trial - review all discovery fillings and spiel for IDC, prep for same.						
03-16-2022	Approved		Billable	07 - Court Hearing	Monteverde, Juan			1.500	975.00	1,462.50
				07 - Court Hearing - IDC						
03-18-2022	Approved		Billable	03 - Discovery	Monteverde, Juan			0.500	975.00	487.50
				03 - Discovery - review/send confi stip						
03-20-2022	Approved		Billable	03 - Discovery	Monteverde, Juan			3.000	975.00	2,925.00
				03 - Discovery - review and annotate discovery demands, emails w group						
03-25-2022	Approved		Billable	03 - Discovery	Monteverde, Juan			2.000	975.00	1,950.00
				03 - Discovery - finalize/serve discovery demands						
03-30-2022	Approved		Billable	14 - Meeting/Strategy	Monteverde, Juan			1.000	975.00	975.00
				14 - Meeting/Strategy - internal team re esi and defs proposal						
04-10-2022	Approved		Billable	03 - Discovery	Monteverde, Juan			1.800	975.00	1,755.00
				03 - Discovery -review/edit subpoenas						

## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
<b>Anworth Mortgage Asset Corp.</b>										
<b><u>Merger</u></b>										
<b>Monteverde, Juan</b>										
04-15-2022	Approved		Billable	14 - Meeting/Strategy	Monteverde, Juan			0.600	975.00	585.00
14 - Meeting/Strategy -re service for subpoenas on anworth entities										
04-16-2022	Approved		Billable	11 - Correspondence/Communications	Monteverde, Juan			0.300	975.00	292.50
11 - Correspondence/Communications - emails w Dan T. re subpoena and service										
04-21-2022	Approved		Billable	11 - Correspondence/Communications	Monteverde, Juan			1.200	975.00	1,170.00
11 - Correspondence/Communications - confer w defs re case/subpoenas and withdraw same in light of agreement, discuss w team.										
05-11-2022	Approved		Billable	03 - Discovery	Monteverde, Juan			3.200	975.00	3,120.00
03 - Discovery - review and confer internally re defs discovery responses and admissions										
05-22-2022	Approved		Billable	12 - Analyze and review	Monteverde, Juan			4.000	975.00	3,900.00
12 - Analyze and review - defs disocccery responses and admissions, send email to team and co counsel re same.										
05-25-2022	Approved		Billable	11 - Correspondence/Communications	Monteverde, Juan			1.500	975.00	1,462.50
11 - Correspondence/Communications - re discovery, esi and confi										
06-01-2022	Approved		Billable	11 - Correspondence/Communications	Monteverde, Juan			0.300	975.00	292.50
11 - Correspondence/Communications - emails w Dan T to schedule call re case										
06-02-2022	Approved		Billable	11 - Correspondence/Communications	Monteverde, Juan			1.200	975.00	1,170.00
11 - Correspondence/Communications - prep for call and conduct call w Dan to discuss case, discovery and mediation. confer w team and co counsel re same.										
06-04-2022	Approved		Billable	17 - Case Schedule/CMC/Reports	Monteverde, Juan			1.300	975.00	1,267.50
17 - Case Schedule/CMC/Reports - review/edit joint report, confer internally re discovery issues and relevant time period, research same.										
06-05-2022	Approved		Billable	06 - Preparation Hearing/Trial	Monteverde, Juan			0.500	975.00	487.50
06 - Preparation Hearing/Trial - discuss w team and co counsel upcoming conference and issues to cover.										
06-06-2022	Approved		Billable	14 - Meeting/Strategy	Monteverde, Juan			0.600	975.00	585.00
14 - Meeting/Strategy - confer w team re status of case and discovery, new targets to issue subpoenas too and legend w defs.										
06-06-2022	Approved		Billable	03 - Discovery	Monteverde, Juan			0.500	975.00	487.50
03 - Discovery - review/edit Credit Suisse subpoena										
06-17-2022	Approved		Billable	11 - Correspondence/Communications	Monteverde, Juan			0.500	975.00	487.50
11 - Correspondence/Communications - emails to/from Credit Suisse to discuss subpoena, review same.										

## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
<b>Anworth Mortgage Asset Corp.</b>										
<b><u>Merger</u></b>										
<b>Monteverde, Juan</b>										
06-22-2022	Approved		Billable	11 - Correspondence/ Communications	Monteverde, Juan			3.400	975.00	3,315.00
				11 - Correspondence/Communications - prep for call w CS and attend call, emails w defs re legend and production status, confer w team re all.						
06-23-2022	Approved		Billable	03 - Discovery	Monteverde, Juan			2.600	975.00	2,535.00
				03 - Discovery - review D&O policies						
07-01-2022	Approved		Billable	03 - Discovery	Monteverde, Juan			7.000	975.00	6,825.00
				03 - Discovery - review core docs and D&O Policies, provide same to team and co counsel.						
07-07-2022	Approved		Billable	03 - Discovery	Monteverde, Juan			6.500	975.00	6,337.50
				03 - Discovery - review banker docs and financial analysis.						
07-08-2022	Approved		Billable	03 - Discovery	Monteverde, Juan			4.500	975.00	4,387.50
				03 - Discovery - doc review						
07-14-2022	Approved		Billable	14 - Meeting/Strategy	Monteverde, Juan			0.400	975.00	390.00
				14 - Meeting/Strategy - confer w Jon and Rossella re bidder subpoenas and focus of evidence needed.						
07-24-2022	Approved		Billable	11 - Correspondence/ Communications	Monteverde, Juan			0.200	975.00	195.00
				11 - Correspondence/Communications - follow up w Jon re status of CS Subpoena call w counsel.						
08-14-2022	Approved		Billable	13 - Experts	Monteverde, Juan			1.200	975.00	1,170.00
				13 - Experts - discuss w Travis Keath case						
08-23-2022	Approved		Billable	03 - Discovery	Monteverde, Juan			2.000	975.00	1,950.00
				03 - Discovery - review discovery demands for pltfs.						
08-24-2022	Approved		Billable	11 - Correspondence/ Communications	Monteverde, Juan			0.700	975.00	682.50
				11 - Correspondence/Communications - various emails to defs, client and group re discovery and client's direct contact to defs.						
08-24-2022	Approved		Billable	03 - Discovery	Monteverde, Juan			7.000	975.00	6,825.00
				03 - Discovery - review Credit Suisse production.						
08-25-2022	Approved		Billable	13 - Experts	Monteverde, Juan			7.000	975.00	6,825.00
				13 - Experts - gather/provide relevant discovery and financial information to Travis Keath and discuss same.						
08-26-2022	Approved		Billable	17 - Case Schedule/CMC/ Reports	Monteverde, Juan			1.200	975.00	1,170.00
				17 - Case Schedule/CMC/Reports - draft report and send to defs re mediation						
08-27-2022	Approved		Billable	03 - Discovery	Monteverde, Juan			4.800	975.00	4,680.00
				03 - Discovery - credit suisse doc review and search based on discussions w expert.						
09-01-2022	Approved		Billable	03 - Discovery	Monteverde, Juan			6.000	975.00	5,850.00
				03 - Discovery - credit suisse doc review and targeted searches.						

## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
<b>Anworth Mortgage Asset Corp.</b>										
<b><u>Merger</u></b>										
<b>Monteverde, Juan</b>										
09-02-2022	Approved		Billable	03 - Discovery	Monteverde, Juan			5.500	975.00	5,362.50
				03 - Discovery - reivew timeline and evidence						
09-06-2022	Approved		Billable	03 - Discovery	Monteverde, Juan			2.000	975.00	1,950.00
				03 - Discovery - further review Credit Suisse.						
09-09-2022	Approved		Billable	09 - Settlement/Mediation	Monteverde, Juan			10.700	975.00	10,432.50
				09 - Settlement/Mediation - review/edit mediation statement, pull relevant docs from discovery, prodvide all to team and co counsel. Review defs statment.						
09-10-2022	Approved		Billable	09 - Settlement/Mediation	Monteverde, Juan			2.500	975.00	2,437.50
				09 - Settlement/Mediation - further review of defs statement, and ntoes for reply.						
09-12-2022	Approved		Billable	03 - Discovery	Monteverde, Juan			1.000	975.00	975.00
				03 - Discovery - review responses from client, and provide to Rossella to draft formal responses.						
09-15-2022	Approved		Billable	09 - Settlement/Mediation	Monteverde, Juan			1.300	975.00	1,267.50
				09 - Settlement/Mediation - pull ratification arguments and discuss w Luis re reply statement.						
09-20-2022	Approved		Billable	11 - Correspondence/Communications	Monteverde, Juan			0.600	975.00	585.00
				11 - Correspondence/Communications - call from Armour's counsel and follow up w docs re case and focus.						
09-22-2022	Approved		Billable	09 - Settlement/Mediation	Monteverde, Juan			3.400	975.00	3,315.00
				09 - Settlement/Mediation - review/edit reply mediation statement.						
09-23-2022	Approved		Billable	09 - Settlement/Mediation	Monteverde, Juan			5.000	975.00	4,875.00
				09 - Settlement/Mediation - finalize reply and review/annotate defs reply statement.						
09-26-2022	Approved		Billable	11 - Correspondence/Communications	Monteverde, Juan			0.700	975.00	682.50
				11 - Correspondence/Communications - confer w Andrew Ditchfield rep. Wells Fargo and agreed to extension to discuss subpoena. Proivde AD relevant docs in case.						
09-27-2022	Approved		Billable	03 - Discovery	Monteverde, Juan			1.000	975.00	975.00
				03 - Discovery - review clients' responses to discovery and obtain verification for rogs. send all to team.						
09-29-2022	Approved		Billable	11 - Correspondence/Communications	Monteverde, Juan			0.500	975.00	487.50
				11 - Correspondence/Communications - emails re various subpoenas and calls w counsel						
09-30-2022	Approved		Billable	03 - Discovery	Monteverde, Juan			2.500	975.00	2,437.50
				03 - Discovery - review 3rd party productions from bidders.						
10-02-2022	Approved		Billable	09 - Settlement/Mediation	Monteverde, Juan			4.000	975.00	3,900.00
				09 - Settlement/Mediation - prep for mediation.						
10-03-2022	Approved		Billable	09 - Settlement/Mediation	Monteverde, Juan			7.500	975.00	7,312.50
				09 - Settlement/Mediation - prep and attend mediation.						

## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
<b>Anworth Mortgage Asset Corp.</b>										
<b><u>Merger</u></b>										
<b>Monteverde, Juan</b>										
10-03-2022	Approved		Billable	03 - Discovery	Monteverde, Juan			7.600	975.00	7,410.00
03 - Discovery - reivew/edit and provide to co counsel discovery timeline										
10-04-2022	Approved		Billable	11 - Correspondence/ Communications	Monteverde, Juan			1.000	975.00	975.00
11 - Correspondence/Communications - emails/calls re failed mediation w defs and status update to court.										
10-05-2022	Approved		Billable	11 - Correspondence/ Communications	Monteverde, Juan			0.200	975.00	195.00
11 - Correspondence/Communications - follow up w Ditchfiled re wells fargo subpoena.										
10-07-2022	Approved		Billable	11 - Correspondence/ Communications	Monteverde, Juan			0.500	975.00	487.50
11 - Correspondence/Communications - emails from Dan re discovery and follow up call re same and ESI issues.										
10-14-2022	Approved		Billable	03 - Discovery	Monteverde, Juan			0.600	975.00	585.00
03 - Discovery - review/edits RFAs										
10-20-2022	Approved		Billable	11 - Correspondence/ Communications	Monteverde, Juan			0.800	975.00	780.00
11 - Correspondence/Communications - review esi search terms and provide same to defs.										
11-01-2022	Approved		Billable	09 - Settlement/Mediation	Monteverde, Juan			1.200	975.00	1,170.00
09 - Settlement/Mediation - settlement offer \$5.9m and email w support for it.										
11-07-2022	Approved		Billable	11 - Correspondence/ Communications	Monteverde, Juan			0.400	975.00	390.00
11 - Correspondence/Communications - emails re hit report to dan and discuss internally.										
11-11-2022	Approved		Billable	11 - Correspondence/ Communications	Monteverde, Juan			1.400	975.00	1,365.00
11 - Correspondence/Communications - review defs letter re contention rogs responses from pltf's and discuss w team ways to fix and amend.										
12-01-2022	Approved		Billable	11 - Correspondence/ Communications	Monteverde, Juan			0.700	975.00	682.50
11 - Correspondence/Communications - emails to/from re ESI and hit reports.										
12-15-2022	Approved		Billable	03 - Discovery	Monteverde, Juan			1.000	975.00	975.00
03 - Discovery - review pltf's responses to discovery.										
12-21-2022	Approved		Billable	11 - Correspondence/ Communications	Monteverde, Juan			0.500	975.00	487.50
11 - Correspondence/Communications - emails w defs re disc. cut off, responses and ESI.										
12-22-2022	Approved		Billable	17 - Case Schedule/CMC/ Reports	Monteverde, Juan			1.200	975.00	1,170.00

## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
<b>Anworth Mortgage Asset Corp.</b>										
<b><u>Merger</u></b>										
<b>Monteverde, Juan</b>										
				17 - Case Schedule/CMC/Reports - draft stip to extend discovery and deadlines, confer w co counsel, provide to defs and discuss same.						
12-23-2022	Approved		Billable	09 - Settlement/Mediation	Monteverde, Juan			4.300	975.00	4,192.50
				09 - Settlement/Mediation - emails and calls re settlement offer w defs, team, co counsel and client. emails confirming settlement reached.						
12-27-2022	Approved		Billable	09 - Settlement/Mediation	Monteverde, Juan			0.500	975.00	487.50
				09 - Settlement/Mediation - review/edit notice of settlement, and confer w defs re same and finalize same.						
01-08-2023	Approved		Billable	09 - Settlement/Mediation	Monteverde, Juan			5.500	975.00	5,362.50
				09 - Settlement/Mediation - review/edits stip of settlement.						
01-18-2023	Approved		Billable	03 - Discovery	Monteverde, Juan			0.400	975.00	390.00
				03 - Discovery - cnfer re extensions for outstanding discovery in light of settlement.						
01-26-2023	Approved		Billable	09 - Settlement/Mediation	Monteverde, Juan			3.000	975.00	2,925.00
				09 - Settlement/Mediation - review/edit stip of settlement.						
02-14-2023	Approved		Billable	11 - Correspondence/Communications	Monteverde, Juan			0.800	975.00	780.00
				11 - Correspondence/Communications - emails re release and class period w defs.						
02-15-2023	Approved		Billable	09 - Settlement/Mediation	Monteverde, Juan			1.500	975.00	1,462.50
				09 - Settlement/Mediation - negotiate class period. Multiple emails and research issue.						
02-24-2023	Approved		Billable	09 - Settlement/Mediation	Monteverde, Juan			2.000	975.00	1,950.00
				09 - Settlement/Mediation - finalize stip and update dates to execute same w all exs.						
02-28-2023	Approved		Billable	05 - Motion	Monteverde, Juan			5.000	975.00	4,875.00
				05 - Motion -review/edit/research re prel. app. settlement motion.						
03-16-2023	Approved		Billable	11 - Correspondence/Communications	Monteverde, Juan			1.200	975.00	1,170.00
				11 - Correspondence/Communications - w RG2 and defs re shareholder list, and organization of notices for class.						
05-15-2023	Approved		Billable	06 - Preparation Hearing/Trial	Monteverde, Juan			1.000	975.00	975.00
				06 - Preparation Hearing/Trial - prel app settlement.						
05-16-2023	Approved		Billable	07 - Court Hearing	Monteverde, Juan			1.500	975.00	1,462.50
				07 - Court Hearing - prep, reivew tentative and attend hearing re prel. app. settlement.						
05-19-2023	Approved		Billable	09 - Settlement/Mediation	Monteverde, Juan			4.800	975.00	4,680.00
				09 - Settlement/Mediation - update stip of settlement addressing court's tentative.						
05-26-2023	Approved		Billable	09 - Settlement/Mediation	Monteverde, Juan			1.200	975.00	1,170.00
				09 - Settlement/Mediation - draft client dec.						
05-31-2023	Approved		Billable	09 - Settlement/Mediation	Monteverde, Juan			0.800	975.00	780.00



## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
------	--------	----------	--------------	------	--------------	-------	------	----------	------	--------

#### Anworth Mortgage Asset Corp.

#### Merger

#### Monteverde, Juan

09 - Settlement/Mediation - update sip of settlement amendment.										
06-01-2023	Approved		Billable	11 - Correspondence/Communications	Monteverde, Juan			0.500	975.00	487.50
11 - Correspondence/Communications - emails and calls w defs re revisions to stip.										
06-11-2023	Approved		Billable	05 - Motion	Monteverde, Juan			2.500	975.00	2,437.50
05 - Motion - draft/edit supplemental brief for prel app settlement.										
06-14-2023	Approved		Billable	05 - Motion	Monteverde, Juan			3.400	975.00	3,315.00
05 - Motion - prel approval revisions and stip of settlement.										
06-15-2023	Approved		Billable	05 - Motion	Monteverde, Juan			4.000	975.00	3,900.00
05 - Motion - update prel approval suppl. brief and finalize same.										
07-05-2023	Approved		Billable	11 - Correspondence/Communications	Monteverde, Juan			1.300	975.00	1,267.50
11 - Correspondence/Communications - w RG2 re settlement and prel approval order, review same.										
07-06-2023	Approved		Billable	09 - Settlement/Mediation	Monteverde, Juan			0.600	975.00	585.00
09 - Settlement/Mediation - review/edit/approve mailing notice w RG2.										
07-11-2023	Approved		Billable	11 - Correspondence/Communications	Monteverde, Juan			0.300	975.00	292.50
11 - Correspondence/Communications - emails re sharholder list.										
07-14-2023	Approved		Billable	11 - Correspondence/Communications	Monteverde, Juan			1.000	975.00	975.00
11 - Correspondence/Communications - re notice and brokerage list for settlement.										
07-29-2023	Approved		Billable	17 - Case Schedule/CMC/Reports	Monteverde, Juan			0.500	975.00	487.50
17 - Case Schedule/CMC/Reports - discuss deadlines re settlement.										
08-03-2023	Approved		Billable	11 - Correspondence/Communications	Monteverde, Juan			0.400	975.00	390.00
11 - Correspondence/Communications - w shareholder re settlement.										
09-24-2023	Approved		Billable	05 - Motion	Monteverde, Juan			4.000	975.00	3,900.00
05 - Motion - review/edit settlement approval brief.										
<b>Professional Total</b>								<b>342.900</b>		<b>334,327.50</b>

#### Muñoz de la Vega, Luis

08-30-2022	Approved		Billable	03 - Discovery	Muñoz de la Vega, Luis			5.400	650.00	3,510.00
03 - Discovery - Document review of Defendants' production and draft timeline.										
08-30-2022	Approved		Billable	09 - Settlement/Mediation	Muñoz de la Vega, Luis			1.000	650.00	650.00
09 - Settlement/Mediation - draft mediaiton statement										



## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
<b>Anworth Mortgage Asset Corp.</b>										
<b><u>Merger</u></b>										
<b>Muñoz de la Vega, Luis</b>										
08-31-2022	Approved		Billable	09 - Settlement/Mediation	Muñoz de la Vega, Luis			3.200	650.00	2,080.00
				09 - Settlement/Mediation - Review documents and SEC filings in connection with and editing Plaintiffs' mediation statement.						
08-31-2022	Approved		Billable	03 - Discovery	Muñoz de la Vega, Luis			4.100	650.00	2,665.00
				03 - Discovery - Document review of Defendants' production; Research, draft, revise, edit Plaintiffs' timeline of events.						
09-01-2022	Approved		Billable	03 - Discovery	Muñoz de la Vega, Luis			6.100	650.00	3,965.00
				03 - Discovery - Document review of Defendants' production; Research, draft, revise, edit Plaintiffs' timeline of events.						
09-02-2022	Approved		Billable	09 - Settlement/Mediation	Muñoz de la Vega, Luis			5.800	650.00	3,770.00
				09 - Settlement/Mediation - Research, draft, revise, edit Plaintiffs' mediation statement.						
09-06-2022	Approved		Billable	09 - Settlement/Mediation	Muñoz de la Vega, Luis			4.300	650.00	2,795.00
				09 - Settlement/Mediation - review of Defendants' document production, timeline of events (compiled from publically available information) and Anworth SEC filings, and cross-reference of same for definitive chronology of material events in Plaintiffs' mediation statement.						
09-06-2022	Approved		Billable	09 - Settlement/Mediation	Muñoz de la Vega, Luis			3.500	650.00	2,275.00
				09 - Settlement/Mediation - research, draft, revise, edit Plaintiffs' mediation statement.						
09-07-2022	Approved		Billable	09 - Settlement/Mediation	Muñoz de la Vega, Luis			3.100	650.00	2,015.00
				09 - Settlement/Mediation - review of Defendants' document production, timeline of events (compiled from publicly available information) and Anworth SEC filings, and cross-reference of same for definitive chronology of material events in Plaintiffs' mediation statement.						
09-07-2022	Approved		Billable	09 - Settlement/Mediation	Muñoz de la Vega, Luis			3.900	650.00	2,535.00
				09 - Settlement/Mediation - research, draft, revise, edit Plaintiffs' mediation statement; internal communications with team regarding same.						
09-08-2022	Approved		Billable	09 - Settlement/Mediation	Muñoz de la Vega, Luis			7.400	650.00	4,810.00
				09 - Settlement/Mediation - research, draft, revise, edit Plaintiffs' mediation statement; compile/format supporting mediation statement exhibits; internal communications with team regarding same.						
09-09-2022	Approved		Billable	09 - Settlement/Mediation	Muñoz de la Vega, Luis			5.600	650.00	3,640.00
				09 - Settlement/Mediation - research, draft, revise, edit Plaintiffs' mediation statement; compile/format supporting mediation statement exhibits; internal communications with team regarding same; serve mediation statement on Defendants and mediator.						
09-12-2022	Approved		Billable	09 - Settlement/Mediation	Muñoz de la Vega, Luis			3.100	650.00	2,015.00
				09 - Settlement/Mediation - review, annotate Defendants' Mediation Brief and supporting documents; outline Plaintiffs' Response to Defendants' Mediation Brief.						
09-12-2022	Approved		Billable	03 - Discovery	Muñoz de la Vega, Luis			2.400	650.00	1,560.00
				03 - Discovery - Review, edit Plaintiffs' Responses and Objections to Defendants' First Set of Interrogatories and Special Interrogatories; communications with team regarding same.						
09-13-2022	Approved		Billable	09 - Settlement/Mediation	Muñoz de la Vega, Luis			4.300	650.00	2,795.00
				09 - Settlement/Mediation - Research, draft, revise, edit Plaintiff's Response to Defendants' Mediation Brief; communications with team regarding same.						
09-13-2022	Approved		Billable	03 - Discovery	Muñoz de la Vega, Luis			2.300	650.00	1,495.00

## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
<b>Anworth Mortgage Asset Corp.</b>										
<b><u>Merger</u></b>										
<b>Muñoz de la Vega, Luis</b>										
03 - Discovery - Review, edit Plaintiffs' Responses and Objections to Defendants' First Requests for Production of Documents and First Requests for Admissions; communications with team regarding same.										
09-14-2022	Approved		Billable	09 - Settlement/Mediation	Muñoz de la Vega, Luis			1.300	650.00	845.00
09 - Settlement/Mediation - Research, draft, revise, edit Plaintiff's Response to Defendants' Mediation Brief; communications with team regarding same.										
09-15-2022	Approved		Billable	09 - Settlement/Mediation	Muñoz de la Vega, Luis			2.200	650.00	1,430.00
09 - Settlement/Mediation - Research, draft, revise, edit Plaintiff's Response to Defendants' Mediation Brief; communications with team regarding same.										
09-16-2022	Approved		Billable	09 - Settlement/Mediation	Muñoz de la Vega, Luis			2.300	650.00	1,495.00
09 - Settlement/Mediation - Research, draft, revise, edit Plaintiff's Response to Defendants' Mediation Brief; communications with team regarding same.										
09-19-2022	Approved		Billable	09 - Settlement/Mediation	Muñoz de la Vega, Luis			1.300	650.00	845.00
09 - Settlement/Mediation - review and incorporate team edits to Plaintiff's Reply to Defendants' Mediation Brief; internal communications with team regarding same.										
09-20-2022	Approved		Billable	09 - Settlement/Mediation	Muñoz de la Vega, Luis			1.200	650.00	780.00
09 - Settlement/Mediation - 09 - Settlement/Mediation - Review and incorporate team edits to Plaintiff's Reply to Defendants' Mediation Brief; internal communications with team regarding same.										
09-20-2022	Approved		Billable	09 - Settlement/Mediation	Muñoz de la Vega, Luis			1.300	650.00	845.00
09 - Settlement/Mediation - Review Plaintiff's Responses and Objections to Defendants' First Set of Requests for Admissions, Interrogatories and Special Interrogatories and cross-reference with Plaintiffs' Reply to Defendants' Mediation Brief; corresponding edits to Reply based on discovery review; communications with team regarding same.										
09-21-2022	Approved		Billable	09 - Settlement/Mediation	Muñoz de la Vega, Luis			2.100	650.00	1,365.00
09 - Settlement/Mediation - review and incorporate team edits to Plaintiff's Reply to Defendants' Mediation Brief; prepare Reply exhibits and supporting documents; internal communications with team regarding same.										
09-22-2022	Approved		Billable	09 - Settlement/Mediation	Muñoz de la Vega, Luis			2.400	650.00	1,560.00
09 - Settlement/Mediation - Review documents produced by Defendants and Credit Suisse; additions/edits to Plaintiff's Reply to Defendants' Mediation Brief based on document review; communications with team regarding same.										
09-23-2022	Approved		Billable	09 - Settlement/Mediation	Muñoz de la Vega, Luis			2.400	650.00	1,560.00
09 - Settlement/Mediation - Final edits/formatting to Plaintiff's Reply to Defendants' Mediation Brief and supporting exhibits; serve documents to mediator and opposing counsel; communications with team regarding same.										
09-23-2022	Approved		Billable	09 - Settlement/Mediation	Muñoz de la Vega, Luis			0.800	650.00	520.00
09 - Settlement/Mediation - Review Defendants' Reply to Plaintiff's Mediation Statement; internal communications with team regarding same.										
09-28-2022	Approved		Billable	03 - Discovery	Muñoz de la Vega, Luis			2.400	650.00	1,560.00
03 - Discovery - review of discovery production from non-party Credit Suisse.										
10-25-2022	Approved		Billable	03 - Discovery	Muñoz de la Vega, Luis			1.300	650.00	845.00
03 - Discovery - teleconference with counsel for Armour regarding third party subpoena and deposition scheduling; communications with team regarding same; review of production from Credit Suisse in connection with the teleconference.										

## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
<b>Anworth Mortgage Asset Corp.</b>										
<b><u>Merger</u></b>										
<b>Muñoz de la Vega, Luis</b>										
<b>Professional Total</b>								<b>86.500</b>		<b>56,225.00</b>
<b>Scarpa, Rossella</b>										
04-12-2021	Approved		Billable	05 - Motion	Scarpa, Rossella			4.800	475.00	2,280.00
05 - Motion - drafted stip with briefing schedule.										
07-19-2022	Approved		Billable	11 - Correspondence/ Communications	Scarpa, Rossella			0.300	475.00	142.50
11 - Correspondence/Communications - discussed subpoenas with Jonathan.										
07-19-2022	Approved		Billable	15 - Research	Scarpa, Rossella			0.800	475.00	380.00
15 - Research - did research on issuing subpoenas to the bidders.										
07-21-2022	Approved		Billable	03 - Discovery	Scarpa, Rossella			1.500	475.00	712.50
03 - Discovery - drafted the subpoenas to the bidders.										
07-25-2022	Approved		Billable	03 - Discovery	Scarpa, Rossella			2.000	475.00	950.00
03 - Discovery - worked on foreign subpoenas.										
07-29-2022	Approved		Billable	11 - Correspondence/ Communications	Scarpa, Rossella			0.500	475.00	237.50
11 - Correspondence/Communications - discussed subpoenas with Jonathan.										
08-01-2022	Approved		Billable	03 - Discovery	Scarpa, Rossella			2.500	475.00	1,187.50
03 - Discovery - continued working on subpoenas.										
08-02-2022	Approved		Billable	03 - Discovery	Scarpa, Rossella			1.000	475.00	475.00
03 - Discovery - continued working on subpoenas.										
08-05-2022	Approved		Billable	03 - Discovery	Scarpa, Rossella			0.500	475.00	237.50
03 - Discovery - discussed subpoena updates with Jonathan.										
08-17-2022	Approved		Billable	03 - Discovery	Scarpa, Rossella			0.300	475.00	142.50
03 - Discovery - discussed subpoena process with Jonathan.										
08-18-2022	Approved		Billable	03 - Discovery	Scarpa, Rossella			4.500	475.00	2,137.50
03 - Discovery - continued working on subpoenas.										
08-19-2022	Approved		Billable	03 - Discovery	Scarpa, Rossella			3.000	475.00	1,425.00
03 - Discovery - continued working on subpoenas.										
08-22-2022	Approved		Billable	03 - Discovery	Scarpa, Rossella			2.500	475.00	1,187.50
03 - Discovery - continued with work on subpoenas.										
08-23-2022	Approved		Billable	03 - Discovery	Scarpa, Rossella			2.000	475.00	950.00
03 - Discovery - continued working on subpoenas.										
08-24-2022	Approved		Billable	11 - Correspondence/ Communications	Scarpa, Rossella			0.200	475.00	95.00

## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
<b>Anworth Mortgage Asset Corp.</b>										
<b><u>Merger</u></b>										
<b>Scarpa, Rossella</b>										
11 - Correspondence/Communications - reviewed emails from process server.										
08-25-2022	Approved		Billable	11 - Correspondence/Communications	Scarpa, Rossella			0.500	475.00	237.50
11 - Correspondence/Communications - regarding subpoena service.										
08-26-2022	Approved		Billable	03 - Discovery	Scarpa, Rossella			0.500	475.00	237.50
03 - Discovery - subpoenas.										
08-29-2022	Approved		Billable	11 - Correspondence/Communications	Scarpa, Rossella			0.200	475.00	95.00
11 - Correspondence/Communications - followed up regarding subpoena service.										
08-29-2022	Approved		Billable	03 - Discovery	Scarpa, Rossella			2.000	475.00	950.00
03 - Discovery - discussed issuing further subpoenas with Miles and started researching the subpoena process.										
08-29-2022	Approved		Billable	03 - Discovery	Scarpa, Rossella			4.000	475.00	1,900.00
03 - Discovery - drafted the Schedule A's for the new subpoenas to be issued to the verbal bidders and discussed edits with Miles, and other subpoena materials.										
08-30-2022	Approved		Billable	01 - Case Development, Investigation and review corporate filings	Scarpa, Rossella			0.500	475.00	237.50
01 - Case Development, Investigation and review corporate filings - reviewed Miles' notes on case theory.										
08-30-2022	Approved		Billable	11 - Correspondence/Communications	Scarpa, Rossella			0.300	475.00	142.50
11 - Correspondence/Communications - regarding updated Schedule A's for the additional subpoenas.										
08-30-2022	Approved		Billable	03 - Discovery	Scarpa, Rossella			3.500	475.00	1,662.50
03 - Discovery - worked on subpoenas.										
08-31-2022	Approved		Billable	11 - Correspondence/Communications	Scarpa, Rossella			0.800	475.00	380.00
11 - Correspondence/Communications - sent out the subpoenas for service.										
09-06-2022	Approved		Billable	11 - Correspondence/Communications	Scarpa, Rossella			0.300	475.00	142.50
11 - Correspondence/Communications - sent subpoenas to defense counsel.										
09-07-2022	Approved		Billable	03 - Discovery	Scarpa, Rossella			0.300	475.00	142.50
03 - Discovery - subpoena distribution emails.										
09-12-2022	Approved		Billable	03 - Discovery	Scarpa, Rossella			0.500	475.00	237.50
03 - Discovery - followed up on service status of subpoenas.										
09-12-2022	Approved		Billable	03 - Discovery	Scarpa, Rossella			5.000	475.00	2,375.00
03 - Discovery - worked on responses and objections to Defendants' request for interrogatories.										
09-13-2022	Approved		Billable	03 - Discovery	Scarpa, Rossella			7.000	475.00	3,325.00

09-26-2023 12:21:37

## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
<b>Anworth Mortgage Asset Corp.</b>										
<b><u>Merger</u></b>										
<b>Scarpa, Rossella</b>										
03 - Discovery - continued working on the responses to Defendants' discovery requests.										
09-14-2022	Approved		Billable	03 - Discovery	Scarpa, Rossella			1.500	475.00	712.50
03 - Discovery - continued working on the discovery responses.										
09-15-2022	Approved		Billable	11 - Correspondence/ Communications	Scarpa, Rossella			0.500	475.00	237.50
11 - Correspondence/Communications - regarding the R&Os to the discovery requests.										
09-15-2022	Approved		Billable	03 - Discovery	Scarpa, Rossella			0.500	475.00	237.50
03 - Discovery - compiled a list of questions for clients, in order to respond to the discovery requests.										
09-16-2022	Approved		Billable	03 - Discovery	Scarpa, Rossella			5.000	475.00	2,375.00
03 - Discovery - reviewed and made further edits to the discovery responses.										
09-16-2022	Approved		Billable	11 - Correspondence/ Communications	Scarpa, Rossella			0.500	475.00	237.50
11 - Correspondence/Communications - called client regarding follow up questions for the discovery responses.										
09-18-2022	Approved		Billable	03 - Discovery	Scarpa, Rossella			4.000	475.00	1,900.00
03 - Discovery- continued making edits to the discovery responses.										
09-19-2022	Approved		Billable	11 - Correspondence/ Communications	Scarpa, Rossella			0.100	475.00	47.50
11 - Correspondence/Communications - forwarded information regarding a subpoena response.										
09-19-2022	Approved		Billable	03 - Discovery	Scarpa, Rossella			2.000	475.00	950.00
03 - Discovery - finalized the discovery responses, and sent to the client for signature and to the other plaintiffs.										
09-19-2022	Approved		Billable	11 - Correspondence/ Communications	Scarpa, Rossella			0.200	475.00	95.00
11 - Correspondence/Communications - spoke to Mike about requests for admissions responses.										
09-20-2022	Approved		Billable	03 - Discovery	Scarpa, Rossella			2.500	475.00	1,187.50
03 - Discovery - continued finalizing the discovery responses.										
09-20-2022	Approved		Billable	11 - Correspondence/ Communications	Scarpa, Rossella			0.300	475.00	142.50
11 - Correspondence/Communications - regarding discovery responses.										
09-21-2022	Approved		Billable	11 - Correspondence/ Communications	Scarpa, Rossella			1.000	475.00	475.00
11 - Correspondence/Communications - conference call regarding discovery responses.										
09-21-2022	Approved		Billable	03 - Discovery	Scarpa, Rossella			2.500	475.00	1,187.50
03 - Discovery - continued making edits to the discovery responses.										
09-21-2022	Approved		Billable	11 - Correspondence/ Communications	Scarpa, Rossella			0.300	475.00	142.50

## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
<b>Anworth Mortgage Asset Corp.</b>										
<b><u>Merger</u></b>										
<b>Scarpa, Rossella</b>										
11 - Correspondence/Communications - regarding the subpoenas.										
09-22-2022	Approved		Billable	11 - Correspondence/ Communications	Scarpa, Rossella			0.300	475.00	142.50
11 - Correspondence/Communications - discussed edits to the RFAs with Jonathan.										
09-22-2022	Approved		Billable	03 - Discovery	Scarpa, Rossella			1.000	475.00	475.00
03 - Discovery - continued making edits to the discovery responses.										
09-23-2022	Approved		Billable	03 - Discovery	Scarpa, Rossella			0.500	475.00	237.50
03 - Discovery - finalized and emailed the discovery responses to Mike/Juan for review.										
09-26-2022	Approved		Billable	03 - Discovery	Scarpa, Rossella			1.000	475.00	475.00
03 - Discovery - continued working on discovery responses and sent updated drafts to the group.										
09-26-2022	Approved		Billable	11 - Correspondence/ Communications	Scarpa, Rossella			0.500	475.00	237.50
11 - Correspondence/Communications - sent client the updated discovery responses, and re-sent her the docusign for the Special Rogs and Form Rogs.										
09-27-2022	Approved		Billable	03 - Discovery	Scarpa, Rossella			3.000	475.00	1,425.00
03 - Discovery - received signed documents from client and incorporated KSF's further edits.										
09-27-2022	Approved		Billable	11 - Correspondence/ Communications	Scarpa, Rossella			0.500	475.00	237.50
11 - Correspondence/Communications - discussed KSF's edits with Mike.										
09-27-2022	Approved		Billable	11 - Correspondence/ Communications	Scarpa, Rossella			0.500	475.00	237.50
11 - Correspondence/Communications - discussed service of discovery responses with co-counsel.										
09-28-2022	Approved		Billable	03 - Discovery	Scarpa, Rossella			3.000	475.00	1,425.00
03 - Discovery - continued finalizing the discovery responses and served on defense counsel.										
10-03-2022	Approved		Billable	11 - Correspondence/ Communications	Scarpa, Rossella			0.500	475.00	237.50
11 - Correspondence/Communications - reviewed email chain with preparation regarding mediation.										
11-11-2022	Approved		Billable	11 - Correspondence/ Communications	Scarpa, Rossella			0.500	475.00	237.50
11 - Correspondence/Communications - reviewed defense counsel's letter regarding our discovery responses.										
11-11-2022	Approved		Billable	11 - Correspondence/ Communications	Scarpa, Rossella			0.500	475.00	237.50
11 - Correspondence/Communications - reviewed email chain regarding file organization and discovery responses.										
12-02-2022	Approved		Billable	11 - Correspondence/ Communications	Scarpa, Rossella			0.300	475.00	142.50
11 - Correspondence/Communications - discussed case with Jonathan in preparation for group call.										

## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
------	--------	----------	--------------	------	--------------	-------	------	----------	------	--------

#### Anworth Mortgage Asset Corp.

##### Merger

##### Scarpa, Rossella

12-02-2022	Approved		Billable	12 - Analyze and review	Scarpa, Rossella			0.300	475.00	142.50
				12 - Analyze and review - prepared for call regarding discovery responses.						
12-02-2022	Approved		Billable	14 - Meeting/Strategy	Scarpa, Rossella			1.000	475.00	475.00
				14 - Meeting/Strategy - had a meeting with KSF regarding discovery responses.						
12-12-2022	Approved		Billable	11 - Correspondence/Communications	Scarpa, Rossella			0.300	475.00	142.50
				11 - Correspondence/Communications - spoke with client regarding discovery documents and followed up via email.						
12-12-2022	Approved		Billable	11 - Correspondence/Communications	Scarpa, Rossella			0.300	475.00	142.50
				11 - Correspondence/Communications - spoke with Jonathan regarding discovery documents.						
09-25-2023	Approved		Billable	11 - Correspondence/Communications	Scarpa, Rossella			0.300	475.00	142.50
				11 - Correspondence/Communications - regarding papers in support of final approval of the settlement.						
<b>Professional Total</b>								<b>87.000</b>		<b>41,325.00</b>

##### Schreiner, Miles

01-05-2021	Approved		Billable	01 - Case Development, Investigation and review corporate filings	Schreiner, Miles			2.000	850.00	1,700.00
				01 - Case Development, Investigation and review corporate filings - research re MD law and Revlon in connection with case strategy; call with juan re same						
01-07-2021	Approved		Billable	02 - Pleading	Schreiner, Miles			1.500	850.00	1,275.00
				02 - Pleading - draft/edit complaint re MD direct claims and discuss same.						
01-08-2021	Approved		Billable	02 - Pleading	Schreiner, Miles			2.100	850.00	1,785.00
				02 - Pleading - review California state complaint in connection with drafting same; email to co counsel re same						
01-10-2021	Approved		Billable	02 - Pleading	Schreiner, Miles			4.100	850.00	3,485.00
				02 - Pleading - review/analyze draft complaint and legal research re Maryland law in connection with same						
02-17-2021	Approved		Billable	01 - Case Development, Investigation and review corporate filings	Schreiner, Miles			5.400	850.00	4,590.00
				01 - Case Development, Investigation and review corporate filings - review/analyze definitive proxy						
02-23-2021	Approved		Billable	02 - Pleading	Schreiner, Miles			1.000	850.00	850.00
				02 - Pleading - finalize/file complaint.						
03-05-2021	Approved		Billable	01 - Case Development, Investigation and review corporate filings	Schreiner, Miles			2.300	850.00	1,955.00
				01 - Case Development, Investigation and review corporate filings - review/analyze latest SEC filings						



## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
<b>Anworth Mortgage Asset Corp.</b>										
<b><u>Merger</u></b>										
<b>Schreiner, Miles</b>										
03-10-2021	Approved		Billable	02 - Pleading	Schreiner, Miles			3.700	850.00	3,145.00
				02 - Pleading - meetings with Juan re service to avoid removal; research re 9th circuit law on snap removal						
03-11-2021	Approved		Billable	01 - Case Development, Investigation and review corporate filings	Schreiner, Miles			0.500	850.00	425.00
				01 - Case Development, Investigation and review corporate filings - review supplemental disclosures						
04-12-2021	Approved		Billable	11 - Correspondence/ Communications	Schreiner, Miles			1.700	850.00	1,445.00
				11 - Correspondence/Communications re stipulation for demurrer schedule; draft edits re same						
04-19-2021	Approved		Billable	05 - Motion	Schreiner, Miles			2.800	850.00	2,380.00
				05 - Motion - draft/revise stip re consolidation, lead and schedule						
04-20-2021	Approved		Billable	05 - Motion	Schreiner, Miles			1.000	850.00	850.00
				05 - Motion - draft/revise stip re consolidation, lead and schedule; emails re same						
04-23-2021	Approved		Billable	05 - Motion	Schreiner, Miles			0.500	850.00	425.00
				05 - Motion - draft/revise stip re consolidation, lead and schedule; emails re same						
04-27-2021	Approved		Billable	11 - Correspondence/ Communications	Schreiner, Miles			0.500	850.00	425.00
				11 - Correspondence/Communications re stipulation and revise same						
05-07-2021	Approved		Billable	05 - Motion	Schreiner, Miles			0.500	850.00	425.00
				05 - Motion - revise stip re case management and emails with counsel re same						
05-10-2021	Approved		Billable	11 - Correspondence/ Communications	Schreiner, Miles			0.500	850.00	425.00
				11 - Correspondence/Communications- emails and calls re case management stip						
06-07-2021	Approved		Billable	02 - Pleading	Schreiner, Miles			3.500	850.00	2,975.00
				02 - Pleading - draft/revise amended complaint and research re deal and companies in connection with same						
06-10-2021	Approved		Billable	02 - Pleading	Schreiner, Miles			9.600	850.00	8,160.00
				02 - Pleading - draft/revise amended complaint and research re deal and companies in connection with same						
06-11-2021	Approved		Billable	02 - Pleading	Schreiner, Miles			4.400	850.00	3,740.00
				02 - Pleading - draft/revise amended complaint and research re deal and companies in connection with same						
06-13-2021	Approved		Billable	02 - Pleading	Schreiner, Miles			3.100	850.00	2,635.00
				02 - Pleading - draft/revise amended complaint and research re deal and companies in connection with same						
06-14-2021	Approved		Billable	02 - Pleading	Schreiner, Miles			4.600	850.00	3,910.00
				02 - Pleading - revise/edit consolidated complaint and review SEC filings re same; calls with co counsel re same						
07-06-2021	Approved		Billable	11 - Correspondence/ Communications	Schreiner, Miles			2.600	850.00	2,210.00



## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
<b>Anworth Mortgage Asset Corp.</b>										
<b><u>Merger</u></b>										
<b>Schreiner, Miles</b>										
11 - Correspondence/Communications re case strategy and derivative argument; research e same										
07-13-2021	Approved		Billable	15 - Research	Schreiner, Miles			2.100	850.00	1,785.00
15 - Research re right to pursue claim against deceased defendant										
08-31-2021	Approved		Billable	12 - Analyze and review	Schreiner, Miles			4.600	850.00	3,910.00
12 - Analyze and review demurrer and RJN										
09-10-2021	Approved		Billable	05 - Motion	Schreiner, Miles			9.100	850.00	7,735.00
05 - Motion - draft/revise Demurrer opp and ancillary documents; emails with co counsel re same										
09-13-2021	Approved		Billable	05 - Motion	Schreiner, Miles			9.400	850.00	7,990.00
05 - Motion - draft/revise Demurrer opp and ancillary documents; emails with co counsel re same										
10-19-2021	Approved		Billable	12 - Analyze and review	Schreiner, Miles			4.100	850.00	3,485.00
12 - Analyze and review reply in support of demurrer										
11-20-2021	Approved		Billable	11 - Correspondence/Communications	Schreiner, Miles			1.500	850.00	1,275.00
11 - Correspondence/Communications - emails with juan re mtd argument and legal research re same; reiview briefs re same										
11-22-2021	Approved		Billable	07 - Court Hearing	Schreiner, Miles			2.700	850.00	2,295.00
07 - Court Hearing - attend zoom hearing of demurrer; meeting to prep with juan re same										
12-02-2021	Approved		Billable	12 - Analyze and review	Schreiner, Miles			1.000	850.00	850.00
12 - Analyze and review order denying mtd; meeting/call with juan and mike re case strategy										
12-14-2021	Approved		Billable	03 - Discovery	Schreiner, Miles			3.200	850.00	2,720.00
03 - Discovery - revise/edit discovery letter; review/analyze complaint and proxy re same; meetings with juan re same										
12-29-2021	Approved		Billable	11 - Correspondence/Communications	Schreiner, Miles			4.300	850.00	3,655.00
11 - Correspondence/Communications - draft response letter to defendants' 12/29/21 letter re Section 2-419 and legal research re same; emails with co counsel re same										
12-30-2021	Approved		Billable	11 - Correspondence/Communications	Schreiner, Miles			3.800	850.00	3,230.00
11 - Correspondence/Communications - draft response letter to defendants' 12/29/21 letter re Section 2-419 and legal research re same; emails with co counsel re same										
12-31-2021	Approved		Billable	12 - Analyze and review	Schreiner, Miles			1.000	850.00	850.00
12 - Analyze and review draft case status report form co counsel and emails wit juan re same										
01-03-2022	Approved		Billable	12 - Analyze and review	Schreiner, Miles			2.600	850.00	2,210.00
12 - Analyze and review - revise/edit status conference statement; legal research re CA. summary judgment standard re same and Maryland director approval statute re same										
01-08-2022	Approved		Billable	11 - Correspondence/Communications	Schreiner, Miles			1.100	850.00	935.00
11 - Correspondence/Communications re case strategy and upcoming conference; review complaint re same										

## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
<b>Anworth Mortgage Asset Corp.</b>										
<b><u>Merger</u></b>										
<b>Schreiner, Miles</b>										
01-10-2022	Approved		Billable	17 - Case Schedule/CMC/ Reports	Schreiner, Miles			1.300	850.00	1,105.00
				17 - Case Schedule - revise/edit status report and email w co counsel re sames, review prior cmc report						
01-11-2022	Approved		Billable	14 - Meeting/Strategy	Schreiner, Miles			0.200	850.00	170.00
				14 - Meeting/Strategy with jonathan re research on Md statute issue						
01-26-2022	Approved		Billable	03 - Discovery	Schreiner, Miles			5.100	850.00	4,335.00
				03 - Discovery - revise/edit Informal discovery conference report and email/calls with co counsel re same; review prior CMC Report and pleading re same						
01-29-2022	Approved		Billable	11 - Correspondence/ Communications	Schreiner, Miles			0.400	850.00	340.00
				11 - Correspondence/Communications emails with co counsel re discovery report; review same						
02-08-2022	Approved		Billable	07 - Court Hearing	Schreiner, Miles			1.700	850.00	1,445.00
				07 - Court Hearing re discovery issue; review filings re same; meeting with juan re same						
03-18-2022	Approved		Billable	03 - Discovery	Schreiner, Miles			1.000	850.00	850.00
				03 - Discovery - review confidentiality sitp and governing California rules; call with jonathan re same						
03-24-2022	Approved		Billable	14 - Meeting/Strategy	Schreiner, Miles			1.100	850.00	935.00
				14 - Meeting/Strategy call with jonathan re anworth termination fee issue and research re same						
03-30-2022	Approved		Billable	03 - Discovery	Schreiner, Miles			1.000	850.00	850.00
				03 - Discovery - review/analyze draft subpoena duces tecum						
04-26-2022	Approved		Billable	05 - Motion	Schreiner, Miles			1.000	850.00	850.00
				05 - Motion - prepare pro hac vice motion and supporting documents; emails/calls with jonathan and defense counsel re same						
06-07-2022	Approved		Billable	03 - Discovery	Schreiner, Miles			1.100	850.00	935.00
				03 - Discovery - revise/edit status report and meeting with jonahtan re same; review case file in connection with same						
06-14-2022	Approved		Billable	07 - Court Hearing	Schreiner, Miles			2.000	850.00	1,700.00
				07 - Court Hearing - attend status conference via phone and prepare for same by reviewing case file						
08-18-2022	Approved		Billable	13 - Experts	Schreiner, Miles			4.600	850.00	3,910.00
				13 - Experts - emails with damages expert and review/analyze documents in connection with same						
08-29-2022	Approved		Billable	03 - Discovery	Schreiner, Miles			10.100	850.00	8,585.00
				03 - Discovery - review/analyze defendants first document production and draft outline of issues/notes; reivew/analyze SEC filings in connection with same						
08-29-2022	Approved		Billable	03 - Discovery	Schreiner, Miles			0.500	850.00	425.00
				03 - Discovery - review subpoenas to bidders and Cal rules re same						
08-30-2022	Approved		Billable	03 - Discovery	Schreiner, Miles			9.700	850.00	8,245.00
				03 - Discovery - review/analyze defendants first document production and draft outline of issues/notes; reivew/analyze SEC filings in connection with same						

## Time Entries

### Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
<b>Anworth Mortgage Asset Corp.</b>										
<b><u>Merger</u></b>										
<b>Schreiner, Miles</b>										
09-02-2022	Approved		Billable	01 - Case Development, Investigation and review corporate filings	Schreiner, Miles			4.600	850.00	3,910.00
				01 - Case Development, Investigation and review corporate filings - review/analyze proxy and discovery re projections issue						
09-07-2022	Approved		Billable	09 - Settlement/Mediation	Schreiner, Miles			2.500	850.00	2,125.00
				09 - Settlement/Mediation - review/analyze draft mediation statement and documents in connection with same;						
09-08-2022	Approved		Billable	09 - Settlement/Mediation	Schreiner, Miles			2.300	850.00	1,955.00
				09 - Settlement/Mediation - review/analyze draft mediation statement and documents in connection with same;						
09-29-2022	Approved		Billable	12 - Analyze and review	Schreiner, Miles			2.600	850.00	2,210.00
				12 - Analyze and review - defendants mediation response brief and documents cited; review slides re termination fee issue sent by jonathan lerner						
10-02-2022	Approved		Billable	09 - Settlement/Mediation	Schreiner, Miles			4.400	850.00	3,740.00
				09 - Settlement/Mediation - revise/edit supplemental mediation presentation and legal research re same; emails with co counsel re same						
10-03-2022	Approved		Billable	09 - Settlement/Mediation	Schreiner, Miles			10.200	850.00	8,670.00
				09 - Settlement/Mediation - attend mediation and meetings/calls with Juan and co counsel re same; review mediation statements and legal research re same						
10-04-2022	Approved		Billable	09 - Settlement/Mediation	Schreiner, Miles			1.000	850.00	850.00
				09 - Settlement/Mediation - revise supplement to mediator re. question she had on MD. law						
12-27-2022	Approved		Billable	09 - Settlement/Mediation	Schreiner, Miles			3.500	850.00	2,975.00
				09 - Settlement/Mediation - draft notice of settlement and review Cal. procedures re class action settlements; emails with co counsel and defense counsel re same						
02-15-2023	Approved		Billable	15 - Research	Schreiner, Miles			3.100	850.00	2,635.00
				15 - Research re class definition in breach of fiduciary duty case; email to co counsel re same						
02-19-2023	Approved		Billable	09 - Settlement/Mediation	Schreiner, Miles			0.600	850.00	510.00
				09 - Settlement/Mediation emails with co counsel re settlement agreement and release; review agreement re same						
05-16-2023	Approved		Billable	09 - Settlement/Mediation	Schreiner, Miles			0.500	850.00	425.00
				09 - Settlement/Mediation - research re cour rule 3.769 in connection with settlement issues; meeting with Juan re same						
05-19-2023	Approved		Billable	09 - Settlement/Mediation	Schreiner, Miles			0.500	850.00	425.00
				09 - Settlement/Mediation - review revised stip of settlement and email with Juan re same						
05-26-2023	Approved		Billable	05 - Motion	Schreiner, Miles			2.200	850.00	1,870.00
				05 - Motion - review/edit client declaration for motion for approval and emails with co counsel re same;						
07-05-2023	Approved		Billable	12 - Analyze and review	Schreiner, Miles			1.400	850.00	1,190.00
				12 - Analyze and review preliminary approval order and email with Juan and notice administrator re same						
08-22-2023	Approved		Billable	05 - Motion	Schreiner, Miles			0.800	850.00	680.00
				05 - Motion - research for final approval brief						

# Time Entries

## Monteverde & Associates PC

Professional = All (Inactive Included)  
 Group By Professional Group  
 Client - Matter = Merger (Active Only)  
 Task Code = All  
 View = Original  
 From 01-01-2020 To 09-26-2023

Date	Status	Approval	BillableType	Task	Professional	Start	Stop	Duration	Rate	Amount
------	--------	----------	--------------	------	--------------	-------	------	----------	------	--------

**Anworth Mortgage Asset Corp.**

**Merger**

**Schreiner, Miles**

09-26-2023	Approved		Billable	05 - Motion	Schreiner, Miles			6.300	850.00	5,355.00
------------	----------	--	----------	-------------	------------------	--	--	-------	--------	----------

05 - Motion - review/analyze/edit motion for final approval; meetings with juan re same

<b>Professional Total</b>	<b>195.700</b>	<b>166,345.00</b>
<b>Matter Total</b>	<b>1285.000</b>	<b>919,447.50</b>
<b>Client Total</b>	<b>1285.000</b>	<b>919,447.50</b>
<b>Grand Total</b>	<b>1285.000</b>	<b>919,447.50</b>

# EXHIBIT J

David E. Bower  
MONTEVERDE & ASSOCIATES PC  
600 Corporate Pointe, Suite 1170  
Culver City, California 90230  
Tel: 310-446-6652  
Fax: 212-202-7880

*Counsel for Plaintiff Sheila Baker and  
Co-Lead Counsel for the Putative Class*

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

SHEILA BAKER, Individually and on Behalf  
of All Others Similarly Situated,

Plaintiff,

vs.

JOSEPH E. MCADAMS, *et al.*,

Defendants.

Lead Case No. 21STCV07569  
Consolidated with:  
Case No. 21STCV07571  
Case No. 21STCV08413

**DECLARATION OF MICHAEL J.  
PALESTINA IN SUPPORT OF CO-LEAD  
COUNSEL'S APPLICATION FOR AN  
AWARD OF ATTORNEYS' FEES AND  
EXPENSES**

I, Michael J. Palestina, declare as follows:

1. I am a partner of Kahn Swick & Foti, LLC, counsel for Plaintiff Benjamin Gigli and Co-Lead Counsel for the Class in the above-captioned action (the "Action"). I am submitting this declaration in support of Co-Lead Counsel's request for an award of attorneys' fees and expenses in connection with services rendered in the Action.

2. The information in this declaration regarding the firm's time and expenses is taken from time and expense printouts and supporting documentation prepared and/or maintained by the firm in the ordinary course of business. Attached hereto as Ex. 1. I am the partner who oversaw and/or conducted the day-to-day activities in the litigation on behalf of my firm, and I reviewed these materials in connection with the preparation of this declaration. The purpose of this review

1 was to confirm both the accuracy of the entries on the printouts as well as the necessity for, and  
2 reasonableness of, the time and expenses committed to the litigation. As a result of this review,  
3 reductions were made to both time and expenses in the exercise of “billing judgment.” As a result  
4 of this review and the adjustments made, I believe that the time reflected in the firm’s lodestar  
5 calculation and the expenses for which payment is sought as set forth in this declaration are  
6 reasonable in amount and were necessary for the effective and efficient prosecution and resolution  
7 of the litigation. In addition, I believe that the expenses are all of a type that would normally be  
8 charged to a fee-paying client in the private legal marketplace.

9 3. The following chart summarizes that Kahn Swick & Foti, LLC spent 450.3 hours  
10 of work, representing a total lodestar of \$292,865.00 in this case from February 2021 to date:

ATTORNEY	HOURS	RATE	LODESTAR
Michael Palestina (P)	120.7	\$900	\$108,630.00
Brian Mears (A)	74.2	\$600	\$44,520.00
Rhosean Scott (A)	250.0	\$550	\$137,500.00
Anton Martynenko (A)*	2.2	\$525	\$1,155.00
Abbey Barton (SA)*	2.4	\$350	\$840.00
Bronwyn Gibson (ST)	0.8	\$275	\$220.00
<b>TOTALS</b>	<b>450.3</b>		<b>\$292,865.00</b>

16 P – Partner; A - Associate; SA- Staff Attorney; ST – Support Staff

17 \* No Longer with the Firm

18 4. My firm has also incurred a total of \$9,489.21 in unreimbursed expenses in  
19 connection with the prosecution of the Action, summarized as follows:

CATEGORY	AMOUNT
Filing Fees/Court Costs	\$3,358.56
Mediation Fees	\$3,750.00
Expert fees	\$772.50
Subpoena fees	\$529.35
Case Anywhere	\$1,078.80
<b>TOTAL</b>	<b>\$9,489.21</b>

5. The expenses pertaining to this case are reflected in the books and records of this firm. These books and records are prepared from receipts, expense vouchers, check records, and other documents and are an accurate record of the expenses.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 26<sup>th</sup> day of September 2023, in New Orleans, Louisiana.

*Michael J. Palestina*  
Michael J. Palestina



# **EXHIBIT J-1**

# Anworth Mortgage

Total Time 450.3

Bill Date	Duration	Staff	Code	Description
2/17/21	0.1	Michael Palestina	LITI	Corr re: new case
2/18/21	0.3	Michael Palestina	LITI	Corr re: new case
2/19/21	0.1	Michael Palestina	LITI	Corr re: new case
2/21/21	3.5	Brian Mears	LITI	Review / Research / Mark Proxy
2/24/21	0.6	Michael Palestina	LITI	Begin proxy review
2/25/21	1.8	Michael Palestina	LITI	Finish proxy
2/26/21	7	Brian Mears	COMP	Draft Complaint
3/1/21	0.2	Michael Palestina	LITI	Corr re: new case
3/2/21	1.2	Michael Palestina	COMP	Finalize complaint
3/11/21	0.1	Abbey Barton	LITI	Review and save Plaintiff's Class Action Complaint.
3/11/21	0.1	Abbey Barton	LITI	Review and save court-stamped copies of summons and civil cover sheet.
3/18/21	0.2	Michael Palestina	LITI	Arrange payment for service
3/19/21	0.1	Michael Palestina	LITI	Corr w/ client
3/28/21	0.1	Michael Palestina	LITI	Corr re: service
3/29/21	0.1	Michael Palestina	LITI	Corr re: service
4/11/21	0.1	Michael Palestina	LITI	Corr re: schedule
4/16/21	0.1	Michael Palestina	LITI	Corr re: proposed schedule
4/19/21	0.1	Michael Palestina	LITI	Review scheduling stip
4/20/21	0.2	Michael Palestina	LITI	Corr re: scheduling stip
4/22/21	0.2	Abbey Barton	LITI	Review and save Order re: Notice of Related Case and Notice of Related Case
4/27/21	0.1	Michael Palestina	LITI	Corr re: scheduling stip
5/5/21	0.1	Michael Palestina	LITI	Corr re: scheduling stip
5/6/21	0.1	Abbey Barton	ADMN	Calendar deadlines for Joint CMC Statement and CMC hearing.
5/7/21	0.5	Michael Palestina	LITI	Corr re: CMC, scheduling
5/10/21	0.1	Michael Palestina	LITI	Corr re: scheduling stip
5/14/21	0.1	Michael Palestina	LITI	Client info for hearing to co-counsel
5/16/21	0.2	Michael Palestina	LITI	Review order
5/17/21	0.5	Abbey Barton	ADMN	Review and save Order Authorizing Electronic Service (Case Anywhere); prepare firm contact list to submit to Case Anywhere for sign-up
5/17/21	0.1	Michael Palestina	LITI	Begin Case Anywhere setup
5/18/21	0.1	Abbey Barton	ADMN	Review and save Plaintiff's Notice of Ruling.
6/3/21	0.3	Michael Palestina	LITI	Case Anywhere setup
6/7/21	0.1	Michael Palestina	LITI	Transmit complaint to co-counsel
6/10/21	0.4	Michael Palestina	LITI	Review AC
6/11/21	1.6	Brian Mears	COMP	Edits to amended complaint
6/11/21	0.6	Michael Palestina	COMP	Edits to amended complaint
6/14/21	0.1	Michael Palestina	LITI	Corr re filing AC
6/15/21	0.1	Abbey Barton	ADMN	Review and save Stipulation and Order re: Consolidation, Appointment of Co-Lead Counsel, and Case
6/15/21	0.2	Abbey Barton	ADMN	Obtain consolidated complaint from CaseAnywhere; review and save to file.
6/15/21	0.1	Michael Palestina	LITI	Corr re: filing AC
7/6/21	0.1	Michael Palestina	LITI	Corr re: forthcoming demurrer bases
7/8/21	0.1	Michael Palestina	LITI	Corr re: meet and confer
7/13/21	0.2	Michael Palestina	LITI	Corr re: recently deceased defendant
7/19/21	0.2	Michael Palestina	LITI	Approval to dismiss decedent
7/20/21	0.1	Abbey Barton	ADMN	Review and save Consolidated Complaint.
7/23/21	0.4	Michael Palestina	LITI	Scheduling correspondence
7/27/21	0.2	Abbey Barton	ADMN	Review and save Stipulation re: Briefing Schedule on Demurrer and Proposed Order; calendar respective
8/9/21	0.1	Michael Palestina	LITI	Corr re: decedent defendant
8/17/21	0.3	Abbey Barton	ADMN	Review and save Defendants Notice of Demurrer and Demurrer to Plaintiff's Consolidated Complaint, Request for Judicial Notice in support of Demurrer, Declaration of D. Tyukody in support of Demurrer, Proof of Service of Demurrer, and Proposed Order Sustaining Demurrer.
9/7/21	0.1	Michael Palestina	LITI	Corr re: demurrer opp plan
9/8/21	0.1	Michael Palestina	LITI	Corr re: demurrer opp
9/10/21	3.6	Michael Palestina	LITI	Edit opp, review complaint, MTD
9/13/21	0.2	Abbey Barton	ADMN	Prepare check request for issuance of payment to Case Anywhere LLC for System Access Fee,
9/13/21	0.4	Michael Palestina	LITI	Opposition on file
9/15/21	0.2	Abbey Barton	ADMN	Review and save Opposition to Defendant's Demurrer to Plaintiff's Consolidated Complaint, Plaintiff's Response to Defendant's Request for Judicial Notice and Plaintiff's Compendium of Authorities in support of
10/7/21	0.3	Michael Palestina	LITI	Correspondence re: supplemental authority; triage reply
11/20/21	0.3	Michael Palestina	LITI	Corr re: hearing prep; notes re: same
11/22/21	0.2	Michael Palestina	LITI	Corr re: hearing
12/2/21	0.2	Michael Palestina	LITI	Corr re: decision
12/3/21	0.7	Michael Palestina	LITI	Calls & corr re: decision
12/8/21	0.1	Michael Palestina	LITI	Case Anywhere expense corr
12/14/21	0.2	Michael Palestina	LITI	Review discovery letter

12/29/21	0.5	Michael Palestina	LITI	Correspondence review
12/30/21	0.2	Michael Palestina	LITI	Corr re: CMC and meet and confer
1/3/22	0.5	Michael Palestina	LITI	Edit status conf report
1/7/22	0.2	Michael Palestina	LITI	Triage response
1/8/22	0.3	Michael Palestina	LITI	Corr re: response
1/10/22	0.7	Michael Palestina	LITI	Edits to & review status stmt
1/14/22	0.1	Michael Palestina	LITI	Corr re: witness deadline
1/15/22	0.1	Michael Palestina	LITI	F/U corr re: witness list deadline
1/17/22	0.2	Michael Palestina	LITI	Corr re: witness list; corr from defense counsel
1/18/22	0.6	Michael Palestina	LITI	Call & corr re: witness list and status conf
1/21/22	0.5	Michael Palestina	LITI	Corr re: discovery
1/29/22	0.5	Michael Palestina	LITI	Corr re update
2/8/22	0.1	Michael Palestina	LITI	Corr re: conference with Court
3/1/22	0.3	Michael Palestina	LITI	Corr re: IDC outline; review
3/7/22	0.7	Anton Martynenko	LITI	Per Michael Palestina, complete and transmit to Sue Toledo a check request for court cost reimbursement to co-counsel; confer with Sue Toledo regarding the same.
3/9/22	0.1	Michael Palestina	LITI	Corr re: IDC
3/18/22	0.3	Michael Palestina	LITI	Review confi
3/25/22	0.3	Michael Palestina	LITI	Review draft discovery
3/30/22	1.8	Michael Palestina	LITI	Review discovery issues; call re: same
3/31/22	0.2	Michael Palestina	LITI	Corr re: discovery
4/11/22	0.1	Michael Palestina	LITI	Corr re: discovery ESI protocols
4/14/22	0.1	Michael Palestina	LITI	Corr re: 3d party subpoenas
5/10/22	0.3	Michael Palestina	LITI	Triage responses
5/13/22	0.8	Bronwyn Gibson	ADMN	scan, rename and save to file large stack of pleadings received from Greenburg Traurig mailed to MJP.
6/2/22	0.1	Michael Palestina	LITI	Corr re: discovery meet and confer
6/4/22	0.5	Michael Palestina	LITI	Corr re discovery
6/6/22	2	Brian Mears	LITI	Prepare PHV application for MJP / BCM
6/6/22	0.4	Michael Palestina	LITI	PHV
6/8/22	0.3	Anton Martynenko	LITI	Draft and send to Sue Toledo a check request for \$120 to Case Anywhere
6/8/22	0.3	Michael Palestina	LITI	Corr re: schedule & hearing
6/13/22	0.3	Michael Palestina	LITI	Corr re: status conference tom
6/14/22	1.2	Michael Palestina	LITI	Call w/ court & prep
6/22/22	0.1	Michael Palestina	LITI	Corr re: discovery cutoff/schedule
6/23/22	0.1	Michael Palestina	LITI	Link to co-counsel for production
8/1/22	0.1	Michael Palestina	LITI	Schedule conference
8/4/22	0.6	Michael Palestina	LITI	Call w/ D counsel; corr re: same & schedule
8/5/22	0.3	Michael Palestina	LITI	Corr re doc review
8/11/22	0.3	Michael Palestina	LITI	Corr re: mediation
8/12/22	0.3	Michael Palestina	LITI	Call & corr w/ client
8/12/22	3.6	Rhosean Scott	LITI	Review proxy statement; prepare timeline of key events re proposed transaction.
8/16/22	8	Rhosean Scott	LITI	Review proxy statement; prepare timeline of key events re proposed transaction.
8/17/22	0.2	Michael Palestina	LITI	Review subpoena
8/17/22	8	Rhosean Scott	LITI	Review proxy statement; prepare timeline of key events re proposed transaction.
8/18/22	3.4	Rhosean Scott	DCDR	Review Production; Prepare timeline of key events re proposed transaction.
8/18/22	4.6	Rhosean Scott	LITI	Review proxy statement; prepare timeline of key events re proposed transaction.
8/19/22	0.1	Michael Palestina	LITI	Corr re: mediation reschedule
8/19/22	7	Rhosean Scott	DCDR	Review Production; Prepare timeline of key events re proposed transaction.
8/22/22	6.9	Rhosean Scott	DCDR	Review Production; Prepare timeline of key events re proposed transaction.
8/23/22	0.3	Michael Palestina	LITI	Triage Ds RIOGS, update calendar; corr re: mediaiton brief
8/23/22	8.2	Rhosean Scott	DCDR	Review Production; Prepare timeline of key events re proposed transaction.
8/24/22	8	Rhosean Scott	DCDR	Review Production; Prepare timeline of key events re proposed transaction.
8/25/22	8.2	Rhosean Scott	DCDR	Review Production; Prepare timeline of key events re proposed transaction.
8/26/22	8.6	Rhosean Scott	DCDR	Review Production; Prepare timeline of key events re proposed transaction.
8/29/22	4.7	Rhosean Scott	DCDR	Review Production; Prepare timeline of key events re proposed transaction.
8/30/22	0.2	Michael Palestina	LITI	Review subpoena
9/5/22	0.1	Michael Palestina	LITI	Schedule call w/ 3d party subpoena recipient
9/6/22	1	Brian Mears	DCDR	Supplemental production / update Timeline
9/6/22	1.9	Michael Palestina	LITI	Review timeline
9/7/22	4.3	Michael Palestina	LITI	Finish timeline review; edit mediation brief
9/8/22	0.8	Michael Palestina	LITI	Mediation statement work
9/9/22	0.5	Michael Palestina	LITI	Mediation statement
9/11/22	0.2	Michael Palestina	LITI	Corr re: doc review
9/12/22	0.3	Michael Palestina	LITI	Call w/ 3d party counsel
9/12/22	8.2	Rhosean Scott	DCDR	Communication with DM re CS production; Review CS production for relevant documents to update
9/13/22	0.1	Michael Palestina	LITI	Corr re doc review
9/13/22	8.1	Rhosean Scott	DCDR	Review CS production for relevant documents and update timeline; related communication with BM and
9/14/22	8	Rhosean Scott	DCDR	Review CS production for relevant documents and update timeline.
9/15/22	0.4	Michael Palestina	LITI	Call w/ 3d party counsel corr re: discovery
9/15/22	8	Rhosean Scott	DCDR	Review CS production for relevant documents and update timeline; communication with MP re review

9/16/22	0.3	Michael Palestina	LITI	Call with client
9/16/22	7.6	Rhosean Scott	DCDR	Review CS production for relevant documents and update timeline.
9/19/22	1.2	Brian Mears	DISC	Nits edits response to Discovery
9/19/22	2.5	Michael Palestina	LITI	Mediation brief; disco response
9/19/22	8.5	Rhosean Scott	DCDR	Review CS production for relevant documents and update timeline; communication with MP re review
9/20/22	1	Brian Mears	DISC	Review Discovery responses; confirm RFA
9/20/22	3.1	Michael Palestina	LITI	Mediation brief; disco responses
9/20/22	8.4	Rhosean Scott	DCDR	Review CS production for relevant documents and update timeline.
9/21/22	2	Brian Mears	DCDR	Conf call w Monteverde folks re discovery responses; edits to responses
9/21/22	1.3	Michael Palestina	LITI	Timeline review
9/21/22	5.9	Rhosean Scott	DCDR	Review CS production for relevant documents and update timeline; communication with MP re review
9/22/22	1.3	Michael Palestina	LITI	Mediation edits
9/23/22	0.3	Michael Palestina	LITI	Mediation reply work; corr re: subpoena parties
9/26/22	1.4	Michael Palestina	LITI	Discovery work; call w/ subpoena parties
9/27/22	1.6	Michael Palestina	DISC	Finalize discovery
9/28/22	1.2	Michael Palestina	DISC	Finalize discovery
9/28/22	0.2	Michael Palestina	LITI	Discovery corr
9/29/22	1.5	Michael Palestina	LITI	Mediation calls & corr; prep
9/30/22	5.2	Michael Palestina	LITI	Prep for calls w/ client & mediator; same; PowerPoint edits
10/1/22	0.8	Michael Palestina	LITI	Powerpoint, call with Juan
10/2/22	2.4	Michael Palestina	LITI	Corr re: mediation; draft & edit second powerpoint
10/3/22	0.3	Anton Martynenko	LITI	Prepare and email to Sue Toledo two expense payment requests.
10/3/22	6	Brian Mears	STMT	Mediation
10/3/22	7.3	Michael Palestina	LITI	Mediation
10/4/22	1.4	Michael Palestina	LITI	Corr & f/u; mediator response
10/6/22	0.3	Michael Palestina	LITI	Corr re discovery
10/7/22	0.3	Michael Palestina	LITI	Call re discovery w/ D counsel
10/13/22	0.1	Michael Palestina	LITI	Subpoena call
10/14/22	0.2	Michael Palestina	LITI	Corr re: open discovery question
10/16/22	0.2	Michael Palestina	LITI	Call w/ subpoena counsel
10/17/22	0.3	Michael Palestina	LITI	Assignment re: bid summary; corr re: subpoena party call
10/17/22	0.1	Rhosean Scott	LITI	Communication with MP re transaction counterparty.
10/18/22	2	Michael Palestina	LITI	Call; edit & review search terms & RFP
10/18/22	3.9	Rhosean Scott	LITI	Review events related to negotiation process and prepare related summary.
10/19/22	7.8	Rhosean Scott	DCDR	Review EFC production for relevant documents and update timeline of key events; communication with DM
10/20/22	0.3	Michael Palestina	LITI	Correspondence re search terms
10/20/22	8.2	Rhosean Scott	DCDR	Review 3rd party production for relevant documents and update timeline of key events; communication
10/21/22	0.5	Anton Martynenko	ADMN	Correspondence with Sue Toledo and MJP regarding mediation invoice reimbursements to Monteverde (f/u, time divided between the cases invoiced); prepare a new request per invoice from Value Inc. expert
10/21/22	7.9	Rhosean Scott	DCDR	Review 3rd party production for relevant documents and update timeline of key events.
10/24/22	8.3	Rhosean Scott	DCDR	Review 3rd party production for relevant documents and update timeline of key events.
10/25/22	8	Rhosean Scott	DCDR	Review 3rd party production for relevant documents and update timeline of key events; communication with SY re new production.
10/26/22	8	Rhosean Scott	DCDR	Review 3rd party production for relevant documents and update timeline of key events.
10/27/22	0.1	Michael Palestina	LITI	Corr re: mediation
10/27/22	7.7	Rhosean Scott	DCDR	Review 3rd party production for relevant documents and update timeline of key events.
10/28/22	7.3	Rhosean Scott	DCDR	Review 3rd party production for relevant documents and update timeline of key events.
10/31/22	0.2	Michael Palestina	LITI	Call & correspondence re strategy
10/31/22	7.3	Rhosean Scott	DCDR	Review 3rd party productions for relevant documents; update timeline of key events. Communication with MP and SY re 3rd party productions.
11/1/22	0.2	Michael Palestina	LITI	Corr re: mediation and follow up negotiation
11/1/22	8	Rhosean Scott	DCDR	Review 3rd party productions for relevant documents and update timeline of key events.
11/2/22	8.6	Rhosean Scott	DCDR	Review 3rd party productions for relevant documents and update timeline of key events.
11/3/22	8	Rhosean Scott	DCDR	Review 3rd party productions for relevant documents and update timeline of key events.
11/4/22	4	Rhosean Scott	DCDR	Review 3rd party production for relevant documents and update timeline of key events; communication
11/6/22	0.2	Michael Palestina	LITI	Review discovery
11/7/22	0.3	Michael Palestina	LITI	Correspondence re: discovery
11/15/22	0.6	Michael Palestina	LITI	Edit Discovery responses
11/16/22	1.3	Michael Palestina	LITI	Edit discovery responses
11/29/22	2.1	Michael Palestina	LITI	Review discovery & edit
12/2/22	1	Michael Palestina	LITI	Call re discovery
12/9/22	0.4	Anton Martynenko	LITI	Prepare and transmit to Sue Toledo a check request for payment to Case Anywhere LLC per invoices #
12/11/22	0.5	Michael Palestina	LITI	Discovery responses ok to send
12/12/22	0.3	Michael Palestina	LITI	Corr re: discovery responses; update client
12/16/22	0.5	Michael Palestina	LITI	Discovery responses out
12/20/22	0.3	Michael Palestina	STMT	Call & corr re settlement
12/21/22	0.3	Michael Palestina	LITI	Corr re deadlines
12/22/22	0.8	Michael Palestina	LITI	Call w/ client & co-counsel re settlement
12/23/22	0.1	Michael Palestina	LITI	Corr re: settlement
12/26/22	0.1	Michael Palestina	LITI	Update client

12/27/22	0.4	Michael Palestina	LITI	Assignment re: notice to court; corr re: same
12/28/22	1	Brian Mears	LITI	Begin drafting settlement stip
12/30/22	2.3	Brian Mears	LITI	Edits to Settlement Stip
1/3/23	3	Brian Mears	LITI	Draft / edits settlement stip
1/5/23	3.2	Michael Palestina	LITI	Settlement papers
1/6/23	0.6	Michael Palestina	STMT	Settlement papers
1/8/23	0.8	Michael Palestina	LITI	Settlement papers
1/23/23	0.2	Michael Palestina	LITI	Corr re schedule
1/25/23	0.3	Michael Palestina	LITI	Corr re stip & papers
1/26/23	1.5	Brian Mears	STMT	Edits to Stip of Settlement based on D's comments
1/27/23	1	Michael Palestina	LITI	Edits to stip
1/29/23	2	Brian Mears	STMT	Draft Ancillary settlement docs
1/31/23	2.5	Michael Palestina	STMT	Work on settlement docs
2/14/23	0.5	Michael Palestina	LITI	Corr re settlement papers
2/15/23	0.3	Michael Palestina	LITI	Corr re: settlement papers
2/18/23	0.3	Michael Palestina	LITI	Corr re class
2/21/23	0.2	Michael Palestina	LITI	Corr re stip
2/24/23	0.4	Michael Palestina	LITI	Review finals
2/27/23	1	Brian Mears	LITI	Nits edit to MOL
2/27/23	1.3	Michael Palestina	LITI	Final review of stip; edits to prelim brief
2/28/23	0.8	Michael Palestina	LITI	Various corr & call re prelim
3/1/23	3.4	Rhosean Scott	LITI	Review recent case activity and research local rules/forms re COA. Prepare draft Notice of COA and related
3/6/23	0.4	Rhosean Scott	ADMN	Review communication from MP re invoice; prepare request for payment of case expenses.
3/7/23	0.2	Rhosean Scott	LITI	Edit draft Notice of COA form.
3/16/23	0.1	Michael Palestina	LITI	Corresp re: admin
3/24/23	0.4	Rhosean Scott	ADMN	Prepare check request for payment of professional services/ct. costs.
5/16/23	0.3	Michael Palestina	LITI	Corresp and call re: hearing
5/18/23	0.1	Michael Palestina	LITI	Corr re: Amended Stip
5/19/23	0.1	Michael Palestina	LITI	Corr re: Amended Stip
5/26/23	0.2	Michael Palestina	LITI	Corr re: and review client decs
5/31/23	0.2	Michael Palestina	LITI	Corr re: admin call with defense counsel
6/5/23	0.4	Rhosean Scott	ADMN	Review communication from MP re payment for prof. costs; prepare check request. Related communication
6/6/23	2.4	Michael Palestina	LITI	Review amended stipulation, draft supplemental prelim papers, corresp to client
6/7/23	0.3	Michael Palestina	LITI	Call and corresp with client
6/8/23	0.2	Michael Palestina	LITI	Docs signed
6/12/23	1	Michael Palestina	DISC	Amended Stipulation and Motion work
6/13/23	0.1	Michael Palestina	LITI	Corr w/ client
6/14/23	0.1	Michael Palestina	LITI	Corr re: case expenses
6/15/23	0.3	Michael Palestina	LITI	Execute Amended Stip
7/6/23	0.3	Michael Palestina	LITI	Corr w/ admin re: notice, review; calendar deadlines
7/14/23	0.1	Michael Palestina	LITI	Corr from admin re: notice
7/20/23	0.4	Michael Palestina	LITI	Check deadlines
7/29/23	0.1	Michael Palestina	LITI	Corr re: final approval deadline
8/21/23	2.5	Brian Mears	STMT	Begin drafting final approval papers
8/22/23	7	Brian Mears	STMT	Draft final approval papers
8/22/23	0.1	Michael Palestina	LITI	Corr to Brian re: final papers
8/23/23	7.3	Brian Mears	STMT	Continue drafting Final Approval Papers / Memo re Attorney Fees / research
8/25/23	4	Brian Mears	STMT	Draft final approval papers / declaration
8/28/23	2	Brian Mears	STMT	Edits to Final Approval pleadings and related docs
9/7/23	0.2	Rhosean Scott	ADMN	Prepare check request for payment of ct./prof. expenses.
9/15/23	2.5	Brian Mears	STMT	Final edits to final approval papers; draft decs for clients
9/18/23	3.7	Michael Palestina	LITI	Final approval papers work
9/19/23	2.7	Michael Palestina	LITI	Final approval papers work
9/20/23	1.5	Michael Palestina	LITI	Final approval peers work
9/21/23	2.9	Michael Palestina	LITI	Final approval papers work
9/22/23	1	Michael Palestina	LITI	Final approval papers work
9/24/23	6.5	Brian Mears	STMT	Edits to Final Approval Papers
9/24/23	2.6	Michael Palestina	LITI	Final approval papers work
9/25/23	6.3	Brian Mears	STMT	Final cite check / edits / pull exhibits for final approval papers / tables / draft notice of motion
9/25/23	5.3	Michael Palestina	LITI	Final approval papers work

# EXHIBIT K

ORIGINAL

**BIBIYAN LAW GROUP, P.C.**  
David D. Bibiyan (SBN 287811)

*david@tomorrolaw.com*

Diego Aviles (SBN 315533)

*diego@tomorrowlaw.com*

Sara Ehsani-Nia (SBN 326501)

*sara@tomorrowlaw.com*

8484 Wilshire Boulevard, Suite 500 **APR 16 2021**

Beverly Hills, California 90211

Tel: (310) 438-5555; Fax: (310) 300-1505 **DREW**

Attorneys for Plaintiffs, JUAN RAMOS-CAZARES,  
on behalf of himself and all others similarly situated

**FILED**  
Superior Court of California  
County of Los Angeles

**MAY 06 2021**

Sherri R. Carter, Executive Officer/Clerk of Court

By *Lori M'Greene*, Deputy  
Lori M'Greene

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

JUAN RAMOS CAZARES, on behalf of  
himself and all others similarly situated,

Plaintiff,

v.

AREAS USA LAX, LLC, a Florida limited  
liability company; AREAS SKYVIEW LAX  
JV, LLC, a Florida limited liability company;  
EDUARDO RIOS, an individual; and DOES 1  
through 100, inclusive,

Defendants.

CASE NO.: 19STCV08209

[Assigned for all purposes to the Hon. Carolyn  
B. Kuhl Dept. SS-12] **By Fax**

**[PROPOSED] ORDER GRANTING FINAL  
APPROVAL OF CLASS AND PAGA  
ACTION SETTLEMENT, APPLICATION  
FOR ATTORNEYS' FEES AND COSTS,  
AND ENHANCEMENT AWARD**

HEARING INFORMATION:

DATE: May 6, 2021

TIME: 10:30 a.m.

DEPT: SS-12

05/07/2021

1 This matter having come before the Court on May 6, 2021 for a final fairness hearing  
2 pursuant to the Order of this Court dated September 24, 2020, granting preliminary approval  
3 ("Preliminary Approval Order") of the class and PAGA action settlement upon the terms set forth  
4 in the Joint Stipulation for Class Action and PAGA Action Settlement ("Settlement Agreement")  
5 submitted in support of Motion for Preliminary Approval of the Class and Representative Action  
6 Settlement and Certifying Class for Settlement Purposes; and due and adequate notice having been  
7 given to the Class Members as required in the Preliminary Approval Order; and the Court having  
8 considered all papers filed and proceedings had herein and otherwise being fully informed and  
9 good cause appearing therefor, it is hereby **ORDERED, ADJUDGED AND DECREED THAT:**

10 1. The Motion for Final Approval of Class Action and PAGA Action Settlement;  
11 Enhancement Award; and Reasonable Attorneys' Fees and Costs is hereby granted in its entirety.

12 2. All terms used herein shall have the same meaning as defined in the Settlement  
13 Agreement.

14 3. This Court has jurisdiction over the subject matter of this litigation and over all  
15 Parties to this litigation, including all Class Members.

16 4. Distribution of the Notice of Settlement of Class Action Lawsuit ("Class Notice")  
17 directed to the Class Members as set forth in the Settlement Agreement and the other matters set  
18 forth herein have been completed in conformity with the Preliminary Approval Order, including  
19 individual notice to all Class Members who could be identified through reasonable effort, and was  
20 the best notice practicable under the circumstances. This Class Notice provided due and adequate  
21 notice of the proceedings and of the matters set forth therein, including the proposed class  
22 settlement set forth in the Settlement Agreement, to all persons entitled to such Class Notice, and  
23 the Class Notice fully satisfied the requirement of due process.

24 5. Zero Class Members opted out and zero Class Members objected to the settlement.

25 5. The Court further finds that the settlement is fair, reasonable and adequate and that  
26 plaintiff Juan Ramos Cazares ("Plaintiff") has satisfied the standards and applicable requirements  
27 for final approval of class action settlement under California law, including the provisions of Code  
28 of Civil Procedure section 382 and Federal Rules of Civil Procedure, rule 23, approved for use by



1 the California state courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

2 7. This Court hereby approves the class settlement set forth in the Settlement  
3 Agreement and finds that the settlement is, in all respects, fair, adequate and reasonable and  
4 directs the parties to effectuate the settlement according to its terms. The Court finds that the  
5 settlement has been reached as a result of intensive, serious and non-collusive arm's length  
6 negotiations. The Court further finds that the parties have conducted extensive and costly  
7 investigation and research and counsel for the parties are able to reasonably evaluate their  
8 respective positions. The Court also finds that settlement at this time will avoid additional  
9 substantial costs, as well as avoid the delay and risks that would be presented by the further  
10 prosecution of this action. The Court has noted the significant benefits to the Class Members  
11 under the settlement. The Court also finds that the class is properly certified as a class for  
12 settlement purposes only.

13 8. For settlement purposes only, the Court certifies the following class: are all current  
14 and former non-exempt, hourly-paid employees who worked at any time for Defendants from  
15 March 11, 2015 through October 11, 2019 ("Class Members").

16 9. Plaintiff and all Participating Class Members waive, release, discharge, and  
17 promise never to assert in any forum against the Released Parties all claims against the Released  
18 Parties asserted in the Second Amended Complaint filed in the Class Action, or any and all claims  
19 that may be asserted against the Released Parties based on the factual allegations in the Second  
20 Amended Complaint to be filed in the Class Action, as follows: For the duration of the Class  
21 Period, the release includes all claims for: (i) failure to pay all regular wages, minimum wages and  
22 overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii)  
23 failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary  
24 business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to time  
25 pay wages during employment and at time of termination or resignation; (vii) unfair business  
26 practices under Business and Professions Code section 17200, *et seq.* that could have been  
27 premised on the legal theories of relief described above or pleaded in the Complaint; (viii) failure  
28 to maintain records, and (ix) all claims within the Released PAGA Claims Period under the

1 California Labor Code Private Attorneys General Act of 2004 that could have been premised on  
2 the facts or legal theories described above or in the Complaint. This release shall expressly  
3 exclude all claims for vested benefits, wrongful termination, unemployment insurance, disability,  
4 social security, workers' compensation, claims while classified as exempt, and claims outside of  
5 the Class Period.

6 10. "Released Parties" means Areas OHM LAX JV, LLC, Area Skyview II LAX JV,  
7 LLC, Areas Crews LAX JV, LLC, Areas CBH LAX JV, LLC, Areas USA LAX II, LLC and their  
8 officers and directors, and any of their former and present parents, subsidiaries, affiliates,  
9 divisions, corporations in common control, predecessors, successors, members, and assigns, as  
10 well as all past and present officers, directors, employees, partners, shareholders and agents,  
11 attorneys, insurers, and any other successors, assigns, or legal representatives, if any.

12 11. Nothing contained in this Settlement Agreement shall be construed or deemed in  
13 admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. Each of  
14 the Parties has entered into this Settlement Agreement with the intention to avoid further disputes  
15 and litigation, and the attendant inconvenience and expense. This Settlement Agreement shall be  
16 inadmissible in evidence in any action or proceeding, except an action or proceeding to approve,  
17 interpret, or enforce its terms.

18 12. The Settlement Agreement provides for a "Gross Settlement Amount" of Eight  
19 Hundred Ninety-Five Thousand Dollars and Zero Cents (\$895,000.00). From the Gross  
20 Settlement Amount individual settlement payments to Class Members, Court approved attorneys'  
21 fees of Two Hundred Ninety-Eight Thousand, Three Hundred Thirty-Three Dollars and Thirty-  
22 Three Cents (\$298,333.33) and costs of Fifteen Thousand, Three Hundred, Ninety Seven Dollars  
23 and Forty-One Cents (\$15,397.41), Settlement Administrator costs of Fourteen Thousand, Four  
24 Hundred Dollars and Zero Cents (\$14,400.00), a Service Award to Plaintiff of Five Thousand  
25 Dollars and Zero Cents (\$5,000.00), a payment to the LWDA for PAGA penalties in the amount  
26 of Eighteen Thousand, Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00). The payment of  
27 the settlement funds by Defendants, as well as the payment of individual settlement checks to  
28 Class Members, will be made as set forth in the Settlement Agreement.

1 13. The Court hereby awards Class Counsel attorneys' fees in the total amount of Two  
2 Hundred Ninety-Eight Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents  
3 (\$298,333.33), which is one-third of the Gross Settlement Amount and to be deducted therefrom.  
4 In addition, the Court awards Class Counsel reimbursement of their costs Fifteen Thousand,  
5 Three Hundred, Ninety-Seven Dollars and Forty-One Cents (\$15,397.41) to be deducted from the  
6 Gross Settlement Amount. Attorneys' fees and costs will be paid by the Settlement Administrator  
7 from the Gross Settlement Amount as set forth in the Settlement Agreement. In approving the  
8 payment of attorneys' fees, the Court finds that the Settlement conferred a significant benefit on  
9 the Class and the necessity and financial burden of private enforcement of California labor laws  
10 makes an attorney fee award to Plaintiff's Class Counsel appropriate. The amount of this award is  
11 *based on a percentage of benefit obtained for class - reasonable as well in light of a lodestar cross-check -*  
12 ~~based on the lodestar analysis, subject to a reasonable multiplier, for awarding reasonable~~  
13 ~~attorney's fees and costs and is reasonable, fair and eminently justified. In setting an award of~~  
14 ~~attorneys' fees, costs and expenses, this Court has considered the following factors: (a) the time~~  
15 ~~and labor required; (b) preclusion of other employment; (c) the contingent nature of the cases; (d)~~  
16 ~~the experience, reputation and ability of Plaintiff's Counsel and the skill they displayed in the~~  
17 ~~litigation; (e) the reasonable hourly rate of attorneys' fees assessed by Class Counsel associated~~  
18 ~~with prosecution of this Class Action, to wit: David Bibiyan, Esq.: \$600.00 and Diego Aviles,~~  
19 ~~Esq.: \$375.00; (f) the results achieved and benefits conferred on the Class; and (g) the reaction of~~  
20 ~~Plaintiffs and the Settlement Class Members. (See, e.g. Serrano v. Priest (1977) 20 Cal.3d 25, 49;~~  
~~Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1810 fn. 21.)~~

21 14. The Court hereby approves a service award to Plaintiff in the amount of Five  
22 Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff for his time, effort and risk incurred on  
23 behalf of Settlement Class Members, and for providing a general release and releasing unknown  
24 claims pursuant to Civil Code section 1542. The Service Award will be paid to Plaintiff by the  
25 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement  
26 Agreement.

27 ///

28 ///

1 15. The Court hereby approves the Settlement Administrator's cost in the amount of  
2 Fourteen Thousand, Four Hundred Dollars and Zero Cents (\$14,400.00). The Settlement  
3 Administrator, Simpluris, Inc. ("Simpluris"), shall be paid the cost of administration of the  
4 settlement from the Gross Settlement Amount.

5 16. Except as expressly provided herein, the Parties each shall bear all of their own  
6 fees and costs in connection with this matter.

7 17. The Court approves Plaintiff as both a Class and Private Attorneys General Act  
8 representative.

9 18. The Court approves David D. Bibiyan and Diego Aviles of Bibiyan Law Group,  
10 P.C. as class counsel.

11 19. The Court approves Simpluris as the Settlement Administrator.

12 20. Class Members will have one hundred eighty (180) days from the date of issuance  
13 of the check to cash their check. For any check not cashed after expiration of the 180-day period,  
14 the Settlement Administrator will pay all funds represented by uncashed settlement checks, plus  
15 any accrued interest, to the State Controller, with the identity of the Participating Class Member  
16 and/or PAGA Employee for whom the funds belong, to be held for the Participating Class  
17 Member and/or PAGA Employee per the California Unclaimed Property Law. There will be no  
18 unpaid residue or unclaimed or abandoned funds and the California Code of Civil Procedure  
19 section 384 shall not apply.

20 21. The Court finds that class settlement on the terms set forth in the Settlement  
21 Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of  
22 the released claims against Defendant.

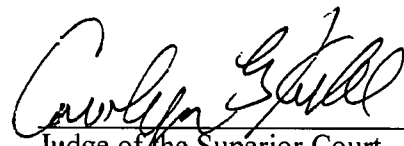
23 22. *The Final Report of the Administrator shall*  
*be filed by March 2, 2022.*  
~~An Order to Show Cause Hearing Re: Final Administration of the Class Action~~  
~~and Representative Action Settlement is hereby scheduled for \_\_\_\_\_, 2021, \_\_\_\_\_ m~~  
~~in Department 12 of the Los Angeles County Superior, Spring Street Courthouse. At least seven,~~  
~~(7) calendar days prior to said OSC hearing, the parties shall file a declaration confirming that~~  
~~the claims have been paid and that administration of all of the terms and conditions of the class~~  
~~action settlement have been completed. Should the Court find that said Declaration has~~

1 ~~sufficiently evidenced full and complete administration of the class action settlement, said OSC~~  
2 ~~hearing will go off-calendar.~~

3 23. Without affecting the finality of the Judgment in any way, this Court hereby  
4 retains continuing jurisdiction over the interpretation, implementation and enforcement of the  
5 settlement and all orders and judgments entered in connection therewith.

6  
7 **IT IS SO ORDERED.**

8  
9 Dated: May 6,, 2021

  
Judge of the Superior Court

# EXHIBIT L

SCANNED

**FILED**  
**SAN MATEO COUNTY**

MAY 06 2019

Clerk of the Superior Court

By

*M. E. [Signature]*  
CLERK

1 ROBBINS GELLER RUDMAN  
& DOWD LLP  
2 JAMES I. JACONETTE (179565)  
655 West Broadway, Suite 1900  
3 San Diego, CA 92101  
Telephone: 619/231-1058  
4 619/231-7423 (fax)

5 Attorneys for Plaintiff

6 [Additional counsel appear on signature page.]

18 - CIV - 06049  
SO  
Stipulation & Order  
1805812



7  
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF SAN MATEO

10 In re MENLO THERAPEUTICS INC.  
SECURITIES LITIGATION

Lead Case No. 18CIV06049

CLASS ACTION

12 This Document Relates To:

Assigned for all purposes to Judge Richard H. Dubois

13 ALL ACTIONS.

STIPULATION AND PROTECTIVE ORDER  
REGARDING CONFIDENTIAL  
INFORMATION

Judge: Honorable Richard H. DuBois

Dept: 16

Date Action Filed: 11/08/18

1540381\_4 STIPULATION AND PROTECTIVE ORDER REGARDING CONFIDENTIAL INFORMATION

**RECEIVED**  
**SAN MATEO COUNTY**

APR 29 2019

Clerk of the Superior Court

By \_\_\_\_\_  
DEPUTY CLERK



1 In order to protect confidential information obtained by the parties in connection with this case,  
2 the parties, by and through their respective undersigned counsel and subject to the approval of the  
3 Court, hereby agree as follows:

4 **Part One: Use of Confidential Materials in Discovery**

5 1. Any party or non-party may designate as "Confidential Information" (by stamping the  
6 relevant page or as otherwise set forth herein) any document or response to discovery which that party  
7 or non-party considers in good faith to contain information involving trade secrets or confidential  
8 business or financial information, including personal financial information about any party to this  
9 lawsuit, putative class members or employee of any party to this lawsuit; information regarding any  
10 individual's banking relationship with any banking institution, including information regarding the  
11 individual's financial transactions or financial accounts, and any information regarding any party not  
12 otherwise available to the public, subject to protection under Rules 2.550, 2.551, 2.580, 2.585, 8.45,  
13 8.46, and 8.47 of the California Rules of Court or under other provisions of California law. Any party  
14 or non-party may designate as "Highly Confidential Information" (by stamping the relevant page or as  
15 otherwise set forth herein) any document or response to discovery which that party or non-party  
16 considers in good faith to contain information involving highly sensitive trade secrets or confidential  
17 business or financial information, the disclosure of which would result in the disclosure of trade secrets  
18 or other highly sensitive research, development, production, personnel, commercial, market, financial or  
19 business information, subject to protection under Rules 2.550, 2.551, 2.580, 2.585, 8.45, 8.46, and 8.47  
20 of the California Rules of Court or under other provisions of California law. Where a document or  
21 response consists of more than one page, the first page and each page on which confidential information  
22 appears shall be so designated.

23 2. A party or non-party may designate information disclosed during a deposition or in  
24 response to written discovery as "Confidential" or "Highly Confidential" by so indicating in said  
25 responses or on the record at the deposition and requesting the preparation of a separate transcript of  
26 such material. In addition, a party or non-party may designate in writing, within thirty (30) days after  
27 receipt of said responses or of the deposition transcript for which the designation is proposed, that  
28 specific pages of the transcript and/or specific responses be treated as "Confidential Information" or

1 "Highly Confidential." Any other party may object to such proposal, in writing or on the record. Upon  
2 such objection, the parties shall follow the procedures described in Paragraph 9 below. After any  
3 designation made according to the procedure set forth in this paragraph, the designated documents or  
4 information shall be treated according to the designation until the matter is resolved according to the  
5 procedures described in Paragraph 9 below, and counsel for all parties shall be responsible for marking  
6 all previously unmarked copies of the designated material in their possession or control with the  
7 specified designation. A party that makes original documents or materials available for inspection need  
8 not designate them as Confidential or Highly Confidential Information until after the inspecting party  
9 has indicated which materials it would like copied and produced. During the inspection and before the  
10 designation and copying, all of the material made available for inspection shall be considered  
11 Confidential or Highly Confidential Information.

12 3. All Confidential or Highly Confidential Information produced or exchanged in the  
13 course of this case (not including information that is publicly available) shall be used by the party or  
14 parties to whom the information is produced solely for the purpose of this case. Confidential or Highly  
15 Confidential Information shall not be used for any commercial competitive personal, or other purpose.

16 4. Except with the prior written consent of the other parties, or upon prior order of this  
17 Court obtained upon notice to opposing counsel, Confidential Information shall not be disclosed to any  
18 person other than:

- 19 (a) counsel for the respective parties to this litigation, including in-house counsel  
20 and co-counsel retained for this litigation;
- 21 (b) employees of such counsel;
- 22 (c) individual parties or officers or employees of a party, to the extent deemed  
23 necessary by counsel for the prosecution or defense of this litigation;
- 24 (d) consultants or expert witnesses retained for the prosecution or defense of this  
25 litigation, provided that each such person shall execute a copy of the  
26 Certification annexed to this Order (which shall be retained by counsel to the  
27 party so disclosing the Confidential Information, and made available for  
28 inspection by opposing counsel during the pendency or after the termination of

1 the action only upon good cause shown and upon order of the Court) before  
2 being shown or given any Confidential Information, and provided that if the  
3 party chooses a consultant or expert employed by the defendant or one of its  
4 competitors, the party shall notify the opposing party, or designating non-party,  
5 before disclosing any Confidential Information to that individual and shall give  
6 the opposing party an opportunity to move for a protective order preventing or  
7 limiting such disclosure;

8 (e) any authors or recipients of the Confidential Information;

9 (f) the Court, court personnel and court reporters; and

10 (g) witnesses (other than persons described in Paragraph 4(e)). A witness shall sign  
11 the Certification before being shown a confidential document. Confidential  
12 Information may be disclosed to a witness who will not sign the Certification  
13 only in a deposition at which the party who designated the Confidential  
14 Information is represented or has been given notice that Confidential  
15 Information produced by the party may be used. At the request of any party, the  
16 portion of the deposition transcript involving the Confidential Information shall  
17 be designated "Confidential" pursuant to Paragraph 2 above. Witnesses shown  
18 Confidential Information shall not be allowed to retain copies.

19 5. Except with the prior written consent of the other parties, or upon prior order of this  
20 Court obtained after notice to opposing counsel, Highly Confidential Information shall be treated in the  
21 same manner as "Confidential Information" pursuant to Paragraph 4 above, except that it shall not be  
22 disclosed to individual parties or directors, officers or employees of a party.

23 6. Any persons receiving Confidential or Highly Confidential Information shall not reveal  
24 or discuss such information to or with any person who is not entitled to receive such information, except  
25 as set forth herein. If a party or any of its representatives, including counsel, inadvertently discloses any  
26 Confidential or Highly Confidential Information to persons who are not authorized to use or possess  
27 such material, the party shall provide immediate written notice of the disclosure to the party whose  
28 material was inadvertently disclosed. If a party has actual knowledge that Confidential or Highly

1 Confidential Information is being used or possessed by a person not authorized to use or possess that  
2 material, regardless of how the material was disclosed or obtained by such person, the party shall  
3 provide immediate written notice of the unauthorized use or possession to the party whose material is  
4 being used or possessed. No party shall have an affirmative obligation to inform itself regarding such  
5 possible use or possession.

6 7. In connection with discovery proceedings as to which a party submits Confidential or  
7 Highly Confidential Information, all documents and chamber copies containing Confidential or Highly  
8 Confidential Information which are submitted to the Court shall be filed with the Court in sealed  
9 envelopes or other appropriate sealed containers. On the outside of the envelopes, a copy of the first  
10 page of the document shall be attached. If Confidential or Highly Confidential Information is included  
11 in the first page attached to the outside of the envelopes, it may be deleted from the outside copy. The  
12 word "CONFIDENTIAL" shall be stamped on the envelope and a statement substantially in the  
13 following form shall also be printed on the envelope:

14 "This envelope is sealed pursuant to Order of the Court, contains Confidential  
15 Information and is not to be opened or the contents revealed, except by Order of the  
16 Court or agreement by the parties."

17 If another court or administrative agency subpoenas or orders production of Confidential or Highly  
18 Confidential Information, such party shall promptly notify counsel for the party who produced the  
19 material of the pendency of such subpoena or order and shall furnish counsel with a copy of said  
20 subpoena or order.

21 8. A party may designate as "Confidential Information" or "Highly Confidential  
22 Information" documents or discovery materials produced by a non-party by providing written notice to  
23 all parties of the relevant document numbers or other identification within thirty (30) days after  
24 receiving such documents or discovery materials. Any party or non-party may voluntarily disclose to  
25 others without restriction any information designated by that party or non-party as Confidential or  
26 Highly Confidential Information, although a document may lose its confidential status if it is made  
27 public. If a party produces materials designated Confidential or Highly Confidential Information in  
28

1 compliance with this Order; that production shall be deemed to have been made consistent with any  
2 confidentiality or privacy requirements mandated by local, state or federal laws.

3 9. If a party contends that any material is not entitled to confidential treatment, such party  
4 may, at any time, give written notice to the party or non-party who designated the material. The parties  
5 shall meet and confer regarding the confidential treatment of such material promptly after such written  
6 notice is given. If agreement is not reached during the meet and confer or the conferral cannot be  
7 scheduled within two business days of the notice, the party or non-party who designated the material  
8 shall have twenty (20) days from the date of the meet and confer or, if the conferral cannot be scheduled  
9 as described above, twenty (20) days from the date of the notice, to apply to the Court for an order  
10 designating the material as confidential. The party or non-party seeking the order has the burden of  
11 establishing that the document is entitled to protection.

12 10. Notwithstanding any challenge to the designation of material as Confidential or Highly  
13 Confidential Information, all documents shall be treated as such and shall be subject to the provisions  
14 hereof unless and until one of the following occurs:

- 15 (a) the party or non-party who claims that the material is Confidential or Highly  
16 Confidential Information withdraws such designation in writing; or  
17 (b) the party or non-party who claims that the material is Confidential or Highly  
18 Confidential Information fails to apply to the Court for an order designating the  
19 material confidential within the time period specified above after receipt of a  
20 written challenge to such designation; or  
21 (c) the Court rules the material is not Confidential or Highly Confidential  
22 Information.

23 11. All provisions of this Order restricting the communication or use of Confidential or  
24 Highly Confidential Information shall continue to be binding after the conclusion of this action, unless  
25 otherwise agreed or ordered. Upon conclusion of the litigation, a party in the possession of Confidential  
26 or Highly Confidential Information, other than that which is contained in pleadings, correspondence and  
27 deposition transcripts, shall either (a) return such documents no later than thirty (30) days after  
28 conclusion of this action to counsel for the party or non-party who provided such information, or

1 (b) destroy such documents within the time period upon consent of the party who provided the  
2 information and certify in writing within thirty (30) days that the documents have been destroyed.

3 12. Nothing herein shall be deemed to waive any applicable privilege or work product  
4 protection, or to affect the ability of a party to seek relief for an inadvertent disclosure of material  
5 protected by privilege or work product protection. Any witness or other person, firm or entity from  
6 which discovery is sought may be informed of and may obtain the protection of this Order by written  
7 advice to the parties' respective counsel or by oral advice at the time of any deposition or similar  
8 proceeding.

9 **Part Two: Use of Confidential Materials in Court**

10 The following provisions govern the treatment of Confidential or Highly Confidential  
11 Information used at trial or submitted as a basis for adjudication of matters other than discovery motions  
12 or proceedings. These provisions are subject to Rules 2.550, 2.551, 2.580, 2.585, 8.45, 8.46, and 8.47  
13 of the California Rules of Court and must be construed in light of those Rules.

14 13. A party that files with the Court, or seeks to use at trial, materials designated as  
15 Confidential or Highly Confidential Information, and who seeks to have the record containing such  
16 information sealed, shall submit to the Court a motion or an application to seal, pursuant to California  
17 Rule of Court 2.551.

18 14. A party that files with the Court, or seeks to use at trial, materials designated as  
19 Confidential or Highly Confidential Information by anyone other than itself, and who does not seek to  
20 have the record containing such information sealed, shall comply with either of the following  
21 requirements:

- 22 (a) At least ten (10) business days prior to the filing or use of the Confidential or  
23 Highly Confidential Information, the submitting party shall give notice to all  
24 other parties, and to any non-party that designated the materials as Confidential  
25 or Highly Confidential Information pursuant to this Order, of the submitting  
26 party's intention to file or use the Confidential or Highly Confidential  
27 Information, including specific identification of the Confidential or Highly  
28

1 Confidential Information. Any affected party or non-party may then file a  
2 motion to seal, pursuant to California Rule of Court 2.551(b); or

3 (b) At the time of filing or desiring to use the Confidential or Highly Confidential  
4 Information, the submitting party shall submit the materials pursuant to the  
5 lodging-under-seal provision of California Rule of Court 2.551(d). Any affected  
6 party or non-party may then file a motion to seal, pursuant to the California Rule  
7 of Court 2.551(b), within ten (10) business days after such lodging. Documents  
8 lodged pursuant to California Rule of Court 2.551(d), shall bear a legend stating  
9 that such materials shall be unsealed upon expiration of ten (10) business days,  
10 absent the filing of a motion to seal pursuant to Rule 2.551(b) or Court order.

11 15. In connection with a request to have materials sealed pursuant to Paragraph 13 or  
12 Paragraph 14, the requesting party's declaration pursuant to California Rule of Court 2.551(b)(1) shall  
13 contain sufficient particularity with respect to the particular Confidential or Highly Confidential  
14 Information and the basis for sealing to enable the Court to make the findings required by California  
15 Rule of Court 2.550(d).

16 IT IS SO STIPULATED.

17 DATED: April 25, 2019.

ROBBINS GELLER RUDMAN  
& DOWD LLP  
JAMES I. JACONETTE

  
JAMES I. JACONETTE

655 West Broadway, Suite 1900  
San Diego, CA 92101  
Telephone: 619/231-1058  
619/231-7423 (fax)  
jamesj@rgrdlaw.com

ROBBINS GELLER RUDMAN  
& DOWD LLP  
SAMUEL H. RUDMAN  
58 South Service Road, Suite 200  
Melville, NY 11743  
Telephone: 631/367-7100  
631/367-1173 (fax)  
srudman@rgrdlaw.com

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Lead Counsel for Plaintiff and the Putative Class

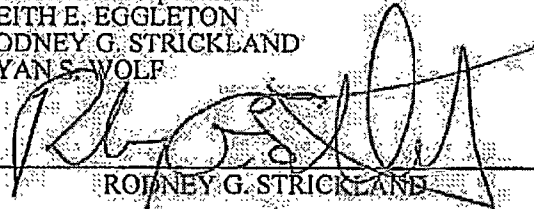
BRONSTEIN, GEWIRTZ & GROSSMAN LLC  
PERETZ BRONSTEIN  
60 East 42nd Street, Suite 4600  
New York, NY 10165  
Telephone: 212/697-6484  
212/697-7296 (fax)  
peretz@bgandg.com

HEDIN HALL LLP  
DAVID W. HALL  
Four Embarcadero Center, Suite 1400  
San Francisco, CA 94104  
Telephone: 415/766-3534  
415/402-0058 (fax)  
dhall@hedinhall.com

Additional Counsel for Plaintiff

DATED: April 25, 2019

WILSON SONSINI GOODRICH & ROSATI  
Professional Corporation  
KEITH E. EGGLETON  
RODNEY G. STRICKLAND  
RYAN S. WOLF



RODNEY G. STRICKLAND

650 Page Mill Road  
4 Palo Alto, CA 94304-1050  
Telephone: 650/493-9300  
650/565-5100 (fax)  
keggleton@wsgr.com  
rstrickland@wsgr.com  
rwolf@wsgr.com

Attorneys for Defendants Menlo Therapeutics Inc.,  
Steven Basta, Kristine Ball, Paul Bems, Albert Cha,  
Ted Ebel, David McGirr, Aaron Royston, and Scott  
Whitecup

DATED: April 26, 2019

MORGAN, LEWIS & BOCKIUS LLP  
CHARLENE S. SHIMADA  
LUCY WANG



LUCY WANG



1  
2 One Market, Spear Street Tower  
3 San Francisco, CA 94105-1596  
4 charlene.shimada@morganlewis.com  
5 lucy.wang@morganlewis.com

6  
7 Attorneys for Defendants Jefferies LLC, Piper  
8 Jaffray & Co., Guggenheim Securities, LLC and  
9 JMP Securities LLC

10 \* \* \*

11 ORDER

12 IT IS SO ORDERED.

13 DATED: MAY 06 2019

14   
15 JUDGE OF THE SUPERIOR COURT  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

CERTIFICATION

I hereby certify my understanding that Confidential or Highly Confidential Information is being provided to me pursuant to the terms and restrictions of the Stipulation and Protective Order Regarding Confidential Information filed on \_\_\_\_\_, 20\_\_\_\_, in San Mateo County Superior Court Case No. \_\_\_\_\_ ("Order"). I have been given a copy of that Order and read it.

I agree to be bound by the Order. I will not reveal the Confidential or Highly Confidential Information to anyone, except as allowed by the Order. I will maintain all such Confidential or Highly Confidential Information, including copies, notes, or other transcriptions made therefrom, in a secure manner to prevent unauthorized access to it. No later than thirty (30) days after the conclusion of this action, I will return the Confidential or Highly Confidential Information, including copies, notes, or other transcriptions made therefrom, to the counsel who provided me with the Confidential or Highly Confidential Information. I hereby consent to the jurisdiction of the San Mateo County Superior Court for the purpose of enforcing the Order.

I declare under penalty of perjury that the foregoing is true and correct and that this certificate is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_.

By: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**DECLARATION OF SERVICE BY MAIL & EMAIL**

I, CASEY REIS, is and was, at all times herein mentioned, a citizen of the United States and a resident of the County of San Diego, over the age of 18 years, and not a party to or interested party in the within action, and have a business address of 655 West Broadway, Suite 1900, San Diego, California 92101.

I hereby declare that on April 29, 2019, I served the STIPULATION AND PROTECTIVE ORDER REGARDING CONFIDENTIAL INFORMATION on the parties in the within action by depositing a true and correct copy thereof in a United States mailbox at San Diego, California in a sealed envelope with postage thereon fully prepaid and addressed to the parties listed below. I further certify that a copy was also emailed to the addresses below:

**COUNSEL FOR PLAINTIFFS:**

NAME	FIRM	EMAIL
James I. Jaconette	ROBBINS GELLER RUDMAN & DOWD LLP 655 West Broadway, Suite 1900 San Diego, CA 92101 Tel: 619/231-1058 619/231-7423 (fax)	jamesj@rgrdlaw.com
Samuel H. Rudman	ROBBINS GELLER RUDMAN & DOWD LLP 58 South Service Road, Suite 200 Melville, NY 11743 Telephone: 631/367-7100 631/367-1173 (fax)	srudman@rgrdlaw.com
Peretz Bronstein	BRONSTEIN, GEWIRTZ & GROSSMAN LLC 60 East 42nd Street, Suite 4600 New York, NY 10165 Telephone: 212/697-6484 212/697-7296 (fax)	peretz@bgandg.com
David W. Hall	HEDIN HALL LLP Four Embarcadero Center, Suite 1400 San Francisco, CA 94104 Telephone: 415/766-3534 415/402-0058 (fax)	dhall@hedinhall.com

**COUNSEL FOR DEFENDANTS:**

NAME	FIRM	EMAIL
Keith E. Eggleton, Rodney G. Strickland Ryan S. Wolf	WILSON SONSINI GOODRICH & ROSATI Professional Corporation 650 Page Mill Road Palo Alto, CA 94304-1050 Telephone: 650/493-9300 650/565-5100 (fax)	keggleton@wsgr.com rstrickland@wsgr.com rwolf@wsgr.com
Charlene S. Shimada Lucy Wang	MORGAN, LEWIS & BOCKIUS LLP One Market, Spear Street Tower San Francisco, CA 94105-1596 Telephone: 415/442-1000 415/442-1001 (fax)	shimada@morganlewis.com lucy.wang@morganlewis.com

I declare under penalty of perjury that the foregoing is true and correct. Executed on April 29,  
2019, at San Diego, California.

  
CASEY REIS

# **EXHIBIT M**

Electronically Filed  
by Superior Court of CA,  
County of Santa Clara,  
on 7/12/2019 4:28 PM  
Reviewed By: L. Wang  
Case #16CV294288  
Envelope: 3123604

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SANTA CLARA

IN RE HANSEN MEDICAL, INC.  
SHAREHOLDER LITIGATION

Consolidated Action, Including

*Liu v. Hansen Medical*, Case No. 16CV294288  
*Huggins v. Hansen Medical*, Case No.  
16CV294554  
*Lax v. Eagle*, Case No. 16CV294858  
*Simonson v. Vance*, Case No. 16CV294862

Lead Case No.: 16CV294288

Consolidated With:  
Case No. 16CV294554  
Case No. 16CV294858  
Case No. 16CV294862

**ORDER AFTER HEARING ON  
JULY 12, 2019**

**Motion by Plaintiffs for Preliminary  
Approval of Class Action Settlement**

The above-entitled consolidated matter came on regularly for hearing on Friday, July 12, 2019 at 9:00 a.m. in Department 1 (Complex Civil Litigation), the Honorable Brian C. Walsh presiding. The Court reviewed and considered the written submission of all parties and issued a tentative ruling on July 10, 2019. No party contested the tentative ruling and no party appeared; therefore, the Court orders that the tentative ruling be adopted and incorporated herein as the Order of the Court, as follows:

These consolidated putative shareholder class actions arise from the sale of defendant Hansen Medical, Inc. to defendant Auris Surgical Robotics, Inc. The parties have reached a

1 settlement, which the Court preliminarily approved in an order filed on March 8, 2019. The  
2 factual and procedural background of the action and the Court's analysis of the settlement and  
3 settlement class are set forth in that order.

4  
5 Before the Court are plaintiffs' motions for final approval of the settlement and for an  
6 award of attorney fees and expenses, which are unopposed.

7  
8 I. Legal Standard for Approving a Class Action Settlement

9  
10 Generally, "questions whether a settlement was fair and reasonable, whether notice to the  
11 class was adequate, whether certification of the class was proper, and whether the attorney fee  
12 award was proper are matters addressed to the trial court's broad discretion." (*Wershba v. Apple*  
13 *Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-235, citing *Dunk v. Ford Motor Co.* (1996) 48  
14 Cal.App.4th 1794, disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.*  
15 (2018) 4 Cal.5th 260.)

16  
17 In determining whether a class settlement is fair, adequate and reasonable, the  
18 trial court should consider relevant factors, such as the strength of plaintiffs' case,  
19 the risk, expense, complexity and likely duration of further litigation, the risk of  
20 maintaining class action status through trial, the amount offered in settlement, the  
21 extent of discovery completed and the stage of the proceedings, the experience  
22 and views of counsel, the presence of a governmental participant, and the reaction  
23 of the class members to the proposed settlement.

(*Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal.App.4th at pp. 244-245, internal citations and  
24 quotations omitted.)

25 In general, the most important factor is the strength of plaintiffs' case on the merits,  
26 balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008)  
27 168 Cal.App.4th 116, 130.) Still, the list of factors is not exclusive and the court is free to  
28 engage in a balancing and weighing of factors depending on the circumstances of each case.  
(*Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal.App.4th at p. 245.) The court must examine  
the "proposed settlement agreement to the extent necessary to reach a reasoned judgment that the

1 agreement is not the product of fraud or overreaching by, or collusion between, the negotiating  
2 parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all  
3 concerned.” (*Ibid.*, quoting *Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1801, internal  
4 quotation marks omitted.)

5  
6 The burden is on the proponent of the settlement to show that it is fair and  
7 reasonable. However “a presumption of fairness exists where: (1) the settlement  
8 is reached through arm’s-length bargaining; (2) investigation and discovery are  
sufficient to allow counsel and the court to act intelligently; (3) counsel is  
experienced in similar litigation; and (4) the percentage of objectors is small.”

9 (*Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal.App.4th at p. 245, citing *Dunk v. Ford Motor*  
10 *Co.*, *supra*, 48 Cal.App.4th at p. 1802.) The presumption does not permit the Court to “give  
11 rubber-stamp approval” to a settlement; in all cases, it must “independently and objectively  
12 analyze the evidence and circumstances before it in order to determine whether the settlement is  
13 in the best interests of those whose claims will be extinguished,” based on a sufficiently  
developed factual record. (*Kullar v. Foot Locker Retail, Inc.*, *supra*, 168 Cal.App.4th at p. 130.)

## 14 II. Terms, Administration, and Final Approval of the Settlement

15  
16 The settlement in this action is for \$7.5 million in cash, to be funded \$7.125 million by  
17 defendants’ insurers and \$375,000 by one of the Rollover Shareholders (the “Feinberg  
18 Defendants”). Defendants’ insurers will also pay \$12,000 to cover the initial costs of notice to  
19 the class, with any remaining portion of this sum to be returned after the notice costs are paid.

20  
21 The settlement fund shall be used to pay any additional administrative costs, all relevant  
22 taxes, and an attorney fee and expense award of up to 1/3 of the gross settlement (\$2.5 million),  
23 plus up to \$250,000 in litigation expenses. Incentive awards not to exceed \$1,000 per plaintiff  
24 will be paid from the attorney fee and expense award. The net settlement will be distributed pro  
25 rata to Eligible Class Members who owned Hansen stock as of the date of the merger, based on  
26 their eligible shares. Given the 6,579,293 estimated eligible shares, class members are expected  
27 to receive 76 cents per share.  
28



1 Class members will not be required to submit a claim to receive their payments. With  
2 respect to stock held of record by Cede as nominee for the Depository Trust Company ("DTC"),  
3 the settlement administrator will cause eligible beneficial owners' payments to be paid to DTC  
4 and DTC will distribute the funds using the same mechanism it employed to distribute the  
5 merger consideration. For other stock, payment will be made by the administrator directly to the  
6 record owner. The settlement provides that in the event any payment is undeliverable or is not  
7 cashed within six months of its issue date, the record holders "shall follow their respective  
8 policies with respect to further attempted distribution or escheatment."  
9

10 Class members who do not opt out of the class will release all claims "that were asserted  
11 or could have been asserted by Plaintiffs in the Actions on behalf of themselves and/or the Class,  
12 and any and all Claims, including Unknown Claims, that are based on, arise out of, relate in any  
13 way, or involve the same set of operative facts as the claims asserted by Plaintiffs against  
14 Released Defendant Parties in the Actions and which relate to the ownership of Hansen common  
15 stock."  
16

17 The notice process has now been completed. According a declaration by the claims  
18 administrator filed on June 27, 2019, the administrator published notice of the settlement to  
19 Business Wire on March 15, 2019 and also launched a web site and toll-free information line on  
20 that date. It mailed notice directly to 127 potential class members and to 1,353 brokerage firms,  
21 banks, institutions, and other third-party nominees that hold securities in "street name" for  
22 beneficial owners. Nominees responded by providing the names and addresses of 3,125  
23 potential class members, and as of June 24, 2019, the administrator had mailed a total of 4,605  
24 notice packages to class members and nominees. No objections or requests for exclusion from  
25 the class have been received.  
26

27 At preliminary approval, the Court found that the proposed settlement provides a fair and  
28 reasonable compromise to plaintiffs' claims. It finds no reason to deviate from this finding now,

1 especially considering that there are no objections. The Court consequently finds that the  
2 settlement is fair and reasonable for purposes of final approval.

3  
4 Finally, pursuant to the Court's preliminary approval order and in compliance with Code  
5 of Civil Procedure section 384, the parties have selected Bay Area Legal Aid as the recipient for  
6 unclaimed settlement funds. This selection is appropriate and is approved.

7 III. Attorney Fees, Costs, and Incentive Awards

8  
9 Plaintiffs seek a fee award of \$2.5 million, or 1/3 of the gross settlement, which is not an  
10 uncommon contingency fee allocation. This award is facially reasonable under the "common  
11 fund" doctrine, which allows a party recovering a fund for the benefit of others to recover  
12 attorney fees from the fund itself. Plaintiffs also provide a lodestar figure of \$2,078,475, based  
13 on 3,240 hours spent on the case by counsel and paraprofessionals. The fee request results in a  
14 reasonable multiplier of 1.18. As a cross-check, the lodestar supports the 1/3 percentage fee  
15 requested, particularly given the lack of objections to the attorney fee request. (See *Laffitte v.*  
16 *Robert Half Intern. Inc.* (Cal. 2016) 1 Cal.5th 480, 488, 503-504 [trial court did not abuse its  
17 discretion in approving fee award of 1/3 of the common fund, cross-checked against a lodestar  
18 resulting in a multiplier of 2.03 to 2.13].)

19 Plaintiffs also request \$62,199.64 in costs, well below the estimate provided at  
20 preliminary approval. The costs are reasonable based on the summaries provided and are  
21 approved. The \$69,702 in administrative costs are also approved.

22  
23 Finally, plaintiffs request a service award of \$1,000 each to six named plaintiffs. The  
24 Court finds that the named plaintiffs are entitled to an enhancement award and the amount  
25 requested is reasonable.

1 IV. Order and Judgment

2 In accordance with the above, IT IS HEREBY ORDERED, ADJUDGED, AND  
3 DECREED THAT:  
4

5 Plaintiffs' motions for final approval and for an award of attorney fees and expenses are  
6 GRANTED.

7 The following class is certified for settlement purposes:  
8

9 Any and all record and beneficial owners and holders of Hansen common stock,  
10 as of July 27, 2016 (the date of the consummation of the Merger), including any  
11 and all of their respective successors-in-interest, successors, predecessors-in-  
12 interest, predecessors, representatives, trustees, executors, administrators, estates,  
13 heirs, assigns and transferees, immediate and remote, and any person or entity  
14 acting for or on behalf of, or claiming under, any of them, and each of them,  
15 together with their predecessors-in-interest, predecessors, successors-in-interest  
16 successors, and assigns, but excluding (i) Defendants, their Immediate Family,  
17 and any trust or other entity affiliated with or controlled by any Defendant, other  
18 than employees of such entities who were not directors or officers of such entities  
19 as of the Closing; (ii) any and all record and beneficial owners and holders of  
20 Hansen common stock who exercised their appraisal rights under Section 262 of  
21 the General Corporation Law of the State of Delaware; and (iii) any and all record  
22 and beneficial owners and holders of Hansen common stock who timely and  
23 validly opt out of the Class and Settlement pursuant to Paragraphs 25-26 of [the]  
24 Stipulation.

25 There are no other exclusions from the class.


26 Judgment shall be entered through the filing of this order and judgment. (Code Civ.  
27 Proc., § 668.5.) Plaintiffs and the members of the settlement class shall take from their  
28 complaint only the relief set forth in the settlement agreement and this order and judgment.

1 Pursuant to Rule 3.769(h) of the California Rules of Court, the Court retains jurisdiction over  
2 the parties to enforce the terms of the settlement agreement and the final order and judgment.

3  
4 The Court sets a compliance hearing for April 17, 2020 at 10:00 A.M. in Department 1.  
5 At least ten court days before the hearing, class counsel and the settlement administrator shall  
6 submit a summary accounting of the net settlement fund identifying distributions made as  
7 ordered herein, the number and value of any uncashed checks, amounts remitted to the *cy pres*  
8 beneficiary, the status of any unresolved issues, and any other matters appropriate to bring to the  
9 Court's attention. Counsel shall also submit an amended judgment as described in Code of Civil  
10 Procedure section 384, subdivision (b). Counsel may appear at the compliance hearing  
11 telephonically.

12 IT IS SO ORDERED.

13  
14 Dated: July 12, 2019

  
15 Honorable Brian C. Walsh  
16 Judge of the Superior Court  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# EXHIBIT N

11/9  
5-2

1 ROBBINS GELLER RUDMAN  
& DOWD LLP  
2 SHAWN A. WILLIAMS (213113)  
One Montgomery Street, Suite 1800  
3 San Francisco, CA 94104  
Telephone: 415/288-4545  
4 415/288-4534 (fax)  
- and -

5 JAMES I. JACONETTE (179565)  
SUSANNAH R. CONN (205085)  
6 655 West Broadway, Suite 1900  
San Diego, CA 92101  
7 Telephone: 619/231-1058  
619/231-7423 (fax)

8 Lead Counsel for Plaintiffs

9  
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF SAN MATEO

12 In re AVALANCHE BIOTECHNOLOGIES, )  
INC. SHAREHOLDER LITIGATION )

Lead Case No. CIV536488

13 ) CLASS ACTION

14 This Document Relates To:

) JUDGMENT AND ORDER GRANTING  
) FINAL APPROVAL OF CLASS ACTION  
) SETTLEMENT

15 ALL ACTIONS.

16 Assigned for All Purposes to the  
17 Honorable Marie S. Weiner  
18 Dept. 2  
19 Date Action Filed: 12/07/15

CIV536488  
JUD  
Judgment  
939053



**FILED**  
SAN MATEO COUNTY

JAN 19 2018

Clerk of the Superior Court  
By [Signature]  
DEPUTY CLERK

**RECEIVED**  
JAN 12 2018  
CLERK - THE SUPERIOR COURT  
SAN MATEO COUNTY

File By Fax



1 WHEREAS, the Court is advised that the Parties,<sup>1</sup> through their counsel, have agreed, subject to  
2 Court approval following notice to the Class and a hearing, to determine if the settlement upon the  
3 terms and conditions set forth in the Stipulation and Agreement of Settlement dated August 3, 2017 (the  
4 “Stipulation” or “Settlement”), which was filed with the Court, is fair, reasonable and adequate to the  
5 Class; and

6 WHEREAS, on September 7, 2017, the Court entered its Order Preliminarily Approving  
7 Settlement and Providing for Notice, which preliminarily approved the Settlement, and approved the  
8 form and manner of notice to the Class of the Settlement, and said notice has been made, and the  
9 fairness hearing having been held; and

10 NOW, THEREFORE, based upon the Stipulation and all of the filings, records and proceedings  
11 herein, and it appearing to the Court upon examination that the Settlement set forth in the Stipulation is  
12 fair, reasonable and adequate, and upon a Settlement Fairness Hearing having been held after notice to  
13 the Class of the Settlement to determine if the Settlement is fair, reasonable, and adequate and whether  
14 the Final Judgment should be entered in this Action;

15 **THE COURT HEREBY FINDS AND CONCLUDES THAT:**

16 A. The provisions of the Stipulation, including definitions of the terms used therein, are  
17 hereby incorporated by reference as though fully set forth herein.

18 B. This Court has jurisdiction of the subject matter of this Action and over all of the Parties  
19 and all Class Members.

20 C. With respect to the Class, the Court finds that:

21 (i) The Class Members are so numerous that their joinder in the Action is  
22 impracticable. There were more than nine million shares of Avalanche common stock offered through  
23 the IPO and the SPO. The Class is, therefore, sufficiently numerous to render joinder impracticable.

24  
25  
26 <sup>1</sup> As used herein, the term “Parties” means Plaintiffs Beaver County Employees Retirement Fund,  
27 Arpan Bachhawat, and Srikanth Koneru, and Defendants Avalanche Biotechnologies, Inc., Thomas W.  
28 Chalberg, Jr., Linda C. Bain, Mark S. Blumenkranz, John P. McLaughlin, Steven D. Schwartz, Paul D.  
Wachter, Jefferies LLC, Cowen and Company, LLC, Piper Jaffray & Co., and William Blair &  
Company, L.L.C.

1 (ii) There are questions of law and fact common to the Class. Those questions  
2 include (a) whether the Defendants violated the Securities Act of 1933, whether the Registration  
3 Statements for the IPO and SPO contained misstatements or omissions, whether any misstatements or  
4 omissions were material, and whether any misstatements or omissions caused harm to the Class  
5 Members; and (b) whether the Issuer Defendants violated the Securities Exchange Act of 1934, whether  
6 the statements made during the Class Period were materially false or misleading, whether the Issuer  
7 Defendants acted with scienter, and whether the Issuer Defendants' alleged fraud caused harm to the  
8 Class Members.

9 (iii) The claims of the Plaintiffs are typical of the claims of the Class Members.  
10 Plaintiffs claim to have purchased Avalanche common stock during the Class Period and/or pursuant or  
11 traceable to the same Registration Statements as the Class Members. Consequently, Plaintiffs claim  
12 that they and the other Class Members sustained damages as a result of the same misconduct by  
13 Defendants.

14 (iv) Plaintiffs and Plaintiffs' Counsel have fairly and adequately represented and  
15 protected the interests of the Class Members. Plaintiffs have no interests in conflict with absent Class  
16 Members. The Court is satisfied that Plaintiffs' Counsel are qualified, experienced, and have  
17 represented the Class to the best of their abilities.

18 (v) The questions of law or fact common to the Class Members predominate over  
19 any questions affecting only individual members.

20 (vi) A class action is the superior means of resolving the Action.

21 D. The form, content, and method of dissemination of notice given to the Class was  
22 adequate and reasonable and constituted the best notice practicable under the circumstances, including  
23 individual notice to all Class Members who could be identified through reasonable effort.

24 E. Notice, as given, complied with the requirements of California law, satisfied the  
25 requirements of due process, and constituted due and sufficient notice of the matters set forth herein.

26 F. The Settlement set forth in the Stipulation in the amount of \$13,000,000 is fair,  
27 reasonable, and adequate.

28



1 (i) The Settlement was negotiated at arm's length by Plaintiffs on behalf of the Class  
2 and by Defendants, all of whom were represented by highly experienced and skilled counsel. The case  
3 settled only after: (a) a mediation conducted by an experienced mediator who was thoroughly familiar  
4 with this Action and the Federal Court Action; (b) the exchange among the State Court Plaintiff and the  
5 Issuer Defendants of detailed mediation statements prior to the mediation which highlighted the factual  
6 and legal issues in dispute; (c) follow-up negotiations between the Parties to this Action and the Federal  
7 Court Action with the assistance of the mediator; (d) Plaintiffs' Counsel's extensive investigation,  
8 which included, among other things, a review of Avalanche's press releases, U.S. Securities and  
9 Exchange Commission filings, analyst reports, media reports, and other publicly disclosed reports and  
10 information about the Defendants; (e) the drafting and submission of detailed complaints; and (f) the  
11 review and analysis of non-public documents produced by Defendants. Accordingly, both the Plaintiffs  
12 and Defendants were well-positioned to evaluate the settlement value of this Action and the Federal  
13 Court Action. The Stipulation has been entered into in good faith and is not collusive.

14 (ii) If the Settlement had not been achieved, both Plaintiffs and Defendants faced the  
15 expense, risk, and uncertainty of extended litigation. The Court takes no position on the merits of either  
16 Plaintiffs' or Defendants' arguments, but notes these arguments as evidence in support of the  
17 reasonableness of the Settlement.

18 G. Plaintiffs and Plaintiffs' Counsel have fairly and adequately represented the interest of  
19 the Class Members in connection with the Settlement.

20 H. Plaintiffs, all Class Members, and Defendants are hereby bound by the terms of the  
21 Settlement set forth in the Stipulation.

22 **IT IS HEREBY ORDERED THAT:**

23 1. The Class, defined in the Stipulation is finally certified as:

24 All Persons that purchased or otherwise acquired Avalanche common stock between  
25 July 30, 2014 and June 15, 2015 (inclusive), including those Persons that purchased or  
26 otherwise acquired the Company's common stock pursuant or traceable to the  
27 Company's Registration Statement and Prospectus for the Company's IPO and those  
28 Persons that purchased or otherwise acquired the Company's common stock pursuant or  
traceable to the Company's Registration Statement and Prospectus for the Company's  
SPO. Excluded from the Class are: the Defendants; any officers or directors of  
Avalanche or the Underwriter Defendants during or after the Class Period; any  
corporation, trust or other entity in which any Defendant has a controlling interest; and

1 the members of the immediate families of the Individual Defendants, and the Individual  
2 Defendants' successors, heirs, assigns and legal representatives.

3 2. The Settlement on the terms set forth in the Stipulation is finally approved as fair,  
4 reasonable, and adequate. The Settlement shall be consummated in accordance with the terms and  
5 provisions of the Stipulation. The Parties are to bear their own costs, except as otherwise provided in  
6 the Stipulation.

7 3. All Released Parties as defined in the Stipulation are released in accordance with, and as  
8 defined in, the Stipulation.

9 4. Upon the Effective Date, Plaintiffs and each Class Member shall be deemed to have, and  
10 by operation of this Final Judgment shall have, fully, finally, and forever released, relinquished, and  
11 discharged all Settled Claims against the Released Parties, whether or not such Class Member executes  
12 and delivers a Proof of Claim and Release.

13 5. Upon the Effective Date, each of the Released Parties shall be deemed to have, and by  
14 operation of this Final Judgment shall have, fully, finally, and forever released Plaintiffs, Plaintiffs'  
15 Counsel, and each and all of the Class Members from all Settled Defendants' Claims.

16 6. All Class Members who have not made their objections to the Settlement in the manner  
17 provided in the Notice of Proposed Settlement of Class Action ("Notice") are deemed to have waived  
18 any objections by appeal, collateral attack, or otherwise.

19 7. All Class Members who have failed to properly submit requests for exclusion (requests  
20 to opt out) from the Class are bound by the terms and conditions of the Stipulation and this Final  
21 Judgment.

22 8. The requests for exclusion by the persons or entities identified in Exhibit A to this Final  
23 Judgment are accepted by the Court.

24 9. All other provisions of the Stipulation are incorporated into this Final Judgment as if  
25 fully rewritten herein.

26 10. Plaintiffs and all Class Members are hereby barred and enjoined from instituting,  
27 commencing, maintaining, or prosecuting in any court or tribunal any of the Settled Claims against any  
28 of the Released Parties.

1           11.     Neither the Stipulation nor the Settlement, nor any act performed or document executed  
2 pursuant to or in furtherance of the Stipulation or the Settlement:

3                 (a)     shall not be offered or received against Defendants as evidence of a presumption,  
4 concession, or admission with respect to any liability, negligence, fault, or wrongdoing, or in any way  
5 referred to for any other reason as against Defendants, in any other civil, criminal, or administrative  
6 action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of  
7 the Stipulation; however, Defendants may refer to it to effectuate the liability protection granted them  
8 hereunder;

9                 (b)     shall not be construed as or received in evidence as an admission, concession, or  
10 presumption against Plaintiffs or any of the Class Members that any of their claims are without merit, or  
11 that any defenses asserted by Defendants have any merit, or that damages recoverable in this Action, the  
12 Federal Court Action, or any subsequent operative complaint filed in this Action or the Federal Court  
13 Action would not have exceeded the Settlement Fund; and

14                (c)     Notwithstanding the foregoing, Defendants, Plaintiffs, Class Members, and/or the  
15 Released Parties may file the Stipulation and/or the Final Judgment in any action that may be brought  
16 against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral  
17 estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim  
18 preclusion or issue preclusion or similar defense or counterclaim.

19           12.     The Court hereby finds and concludes that the Action was brought, prosecuted and/or  
20 defended in good faith, with a reasonable basis.

21           13.     Pursuant to and in full compliance with California law, this Court hereby finds and  
22 concludes that due and adequate notice was directed to all Persons and entities who are Class Members  
23 advising them of the Plan of Allocation and of their right to object thereto, and a full and fair  
24 opportunity was accorded to all Persons and entities who are Class Members to be heard with respect to  
25 the Plan of Allocation.

26           14.     The Court hereby finds and concludes that the formula for the calculation of the claims  
27 of Authorized Claimants, which is set forth in the Notice sent to Class Members, provides a fair and  
28 reasonable basis upon which to allocate the proceeds of the Net Settlement Fund established by the

1 Stipulation among Class Members, with due consideration having been given to administrative  
2 convenience and necessity.

3 15. The Court hereby awards Plaintiffs' Counsel attorneys' fees of \$4,290,000, plus Lead  
4 Counsel's expenses in the amount of ~~\$153,002.81~~ **\$152,502.81**, and Federal Court Counsel's expenses in the amount  
5 of \$92,652.63, together with the interest earned thereon for the same time period and at the same rate as  
6 that earned on the Settlement Fund until paid. The Court finds that the amount of fees awarded is  
7 appropriate and that the amount of fees awarded is fair and reasonable given the contingent nature of  
8 the case and the substantial risks of non-recovery, the time and effort involved, and the result obtained  
9 for the Class.

10 16. The awarded attorneys' fees and expenses and interest earned thereon shall immediately  
11 be paid to Lead Counsel from the Settlement Fund subject to the terms, conditions, and obligations of  
12 the Stipulation, which terms, conditions, and obligations are incorporated herein.


13 17. Time and expenses are awarded to Plaintiffs Beaver County Employees Retirement  
14 Fund, Arpan Bachhawat and Srikanth Koneru in the amounts of \$2,500, \$2,500 and \$1,500,  
15 respectively. Such payment is appropriate considering their active participation as Plaintiffs in this  
16 Action and the Federal Court Action, as attested to by the declarations submitted to the Court. Such  
17 payment is to be made from the Settlement Fund.

18 18. In the event that the Stipulation is terminated in accordance with its terms: (i) this Final  
19 Judgment shall be rendered null and void and shall be vacated *nunc pro tunc*; and (ii) this Action shall  
20 proceed as provided in the Stipulation.

1        19.     Without affecting the finality of this Final Judgment in any way, this Court retains  
2 continuing jurisdiction over: (a) implementation of this Settlement and any award or distribution of the  
3 Settlement Fund, including interest earned thereon; (b) disposition of the Settlement Fund; (c) hearing  
4 and determining applications for attorneys' fees, interest, and expenses in the Action; and (d) all parties  
5 hereto for the purpose of construing, enforcing, and administering the Stipulation.

6            IT IS SO ORDERED.

7            DATED: 4/19/18

  
8            HONORABLE MARIE S. WEINER  
9            JUDGE OF THE SUPERIOR COURT

# **EXHIBIT A**



\*AVI-EXCL00001\* \*AVI-EXCL00001\*



RECEIVED

NOV 20

CLAIMS CENTER

*ng*

## Exclusion Cover Page

Case Name: In re Avalanche Biotechnologies, INC.

Case Code: AVI

Exclusion Deadline: November 27, 2017 (Postmark Date)

Name of Person Filing Exclusion: Douglas Lawley

November 15, 2017

Avalanche Securities Litigation Settlement  
Claims Administrator  
c/o Gilardi & Co LLC  
EXCLUSIONS  
3301 Kerner Blvd.  
San Rafael, CA 94901

Douglas Lawley



Ph # [REDACTED]

TO Whom it May Concern:

I would like to be EXCLUDED from the Class in the following action: In re Avalanche Biotechnologies, Inc. Shareholder litigation, Lead Case No. CIV536488.

Common Stock purchased or acquired from July 30, 2014 to June 15, 2015 as follows:

October 17, 2014	100 Avalanche Biotechnologies Inc COM STP PET	\$30.20US
December 5, 2014	100 Avalanche Biotechnologies Inc COM STP PET	\$38.55US
May 27, 2015	50 Avalanche Biotechnologies Inc COM STP PET	\$39.20US

Consider this as full proof of my EXCLUSION request.

Sincerely,

  
Douglas Lawley

Signed this 15<sup>th</sup> Day of November, 2017 [REDACTED]





1711152045

CANADA 120



3926 T2E

RECEIVED **GE**

NOV 20 2017

CLAIMS CENTER

AVALANCHE SECURITIES LITIGATION SETTLEMENT  
CLAIMS ADMINISTRATOR

C/O GILARDI & CO. LLC

EXCLUSIONS

3301 KERNER BLVD.

SAN JOSE, CA 95128

\*AVI-EXCL80001\* \*AVI-EXCL80001\*



RECEIVED **GE**

DEC 28 2017

CLAIMS CENTER

*mg*

## Exclusion Cover Page

Case Name: In re Avalanche Biotechnologies, INC.

Case Code: AVI

Exclusion Deadline: November 27, 2017 (Postmark Date)

Name of Person Filing Exclusion: Marcia Knox

Marcia Knox



December 26, 2017

Avalanche Securities Litigation Settlement

Claims Administrator

c/o Gilardi and Co, LLC

EXCLUSIONS

33012 Kerner Blvd.

San Rafael, CA 94901

Dear Claims Administrator or Whom it may Concern,

I, Marcia Knox, want to be excluded from the Class in the following action:

In re: Avalanche Biotechnologies, Inc., Shareholder Litiagation, Lead Case No. CIV536488.

Name: Marcia Knox

Address: [REDACTED]

Phone: [REDACTED]

AAVL Avalanche Biotech Purchased 500 shares in three lots on 8/25/2014, Lot 1 100 shares for 2,969.59, 100 2,968.79, 300 for 8,909.37 for a total of 14,847.75 (these numbers include a commission of approximately 8.95 for the purchase).

and sold 500 shares on 08/29/2014 for 14,591.23 (these numbers include a commission of approximately 8.95 for the purchase) for a loss of 256.52

Please call me if there is any other information you need that I may be able to provide, given more time.

Sincerely,

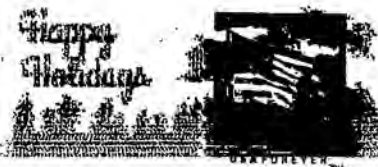
A handwritten signature in black ink, appearing to read 'Marcia Knox', with a long horizontal flourish extending to the right.

Marcia Knox

Kraig Knudsen  
Kraig Knudsen

RENO NV 894

26 DEC 2017 PM 2 L



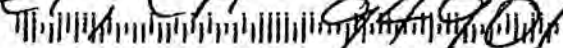
RECEIVED **GE**

DEC 28 2017

CLAIMS CENTER

Avalanche Securities Litigation  
Claims Administrator Settlement  
EXCLUSIONS  
33012 Kerner Blvd.  
San Rafael, CA 94901

9490139999



## CERTIFICATE OF SERVICE

I, the undersigned, declare:

1. That declarant is and was, at all times herein mentioned, a citizen of the United States and a resident of the County of San Diego, over the age of 18 years, and not a party to or interested party in the within action; that declarant's business address is 655 West Broadway, Suite 1900, San Diego, California 92101.

2. That on January 12, 2018, declarant served the **JUDGMENT AND ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** by depositing a true copy thereof in a United States mailbox at San Diego, California in a sealed envelope with postage thereon fully prepaid and addressed to the parties listed below:

**Counsel for Plaintiff Beaver County Employees Retirement Fund:**

Robbins Geller Rudman & Dowd LLP

James I. Jaconette..... jamesj@rgrdlaw.com

Susannah R. Conn..... sconn@rgrdlaw.com

655 West Broadway, Suite 1900

San Diego, CA 92101

Telephone: 619/231-1058

619/231-7423 (fax)

Robbins Geller Rudman & Dowd LLP

Shawn A. Williams..... shawnw@rgrdlaw.com

One Montgomery Street, Suite 1800

San Francisco, CA 94104

Telephone: 415/288-4545

415/288-4534 (fax)

**Counsel for Defendants Avalanche Biotechnologies, Inc.; John P. McLaughlin; Steven D. Schwartz, Paul D. Wachter; Mark S. Blumenkranz; Linda C. Bain; and Thomas W. Chalberg, Jr.:**

\*Munger, Tolles & Olson LLP

Robert L. Dell Angelo..... robert.dellangelo@mto.com

350 South Grand Avenue, 50th Floor

Los Angeles, CA 90071-3426

Telephone: 213/683-9100

213/687-3702 (fax)

\*Munger, Tolles & Olson LLP

David H. Fry ..... david.fry@mto.com

Adam I. Kaplan ..... adam.kaplan@mto.com

560 Mission Street, 27th Floor

San Francisco, CA 94105

Telephone: 415/512-4016

415/644-6916 (fax)

**Counsel for Defendants Jefferies LLC; Cowen and Company, LLC; Piper Jaffray & Co.; William Blair & Company, L.L.C.:**

\*Morgan, Lewis & Bockius LLP

Charlene S. Shimada ..... charlene.shimada@morganlewis.com

Lucy Wang ..... lucy.wang@morganlewis.com

One Market, Spear Street Tower

San Francisco, CA 94105

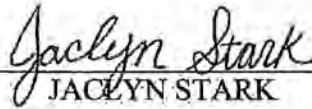
Telephone: 415/442-1000

Facsimile: 415/442-1001

\*Denotes service via e-mail and U.S. mail.

3. That there is a regular communication by mail between the place of mailing and the places so addressed.

I declare under penalty of perjury that the foregoing is true and correct. Executed on January 12, 2018, at San Diego, California.

  
JACLYN STARK

# EXHIBIT O

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND  
BUSINESS COURT

In re ITC HOLDINGS CORPORATION  
SHAREHOLDER LITIGATION

---

Lead Case No. 2016-151852-CB

Hon. James M. Alexander

This Document Relates To:

ALL ACTIONS.

---

ORDER AWARDING  
PLAINTIFFS' COUNSEL ATTORNEYS'  
FEES AND EXPENSES

**ATTORNEYS FOR PLAINTIFFS**

THE MILLER LAW FIRM, P.C.  
MARC L. NEWMAN (P51393)  
M. RYAN JARNAGIN (P76838)  
RICHARD L. BRAUN (P26408)  
950 W. University Drive, Suite 300  
Rochester, MI 48307  
Telephone: 248/841-2200  
248/652-2852 (fax)

ROBBINS GELLER RUDMAN  
& DOWD LLP  
RANDALL J. BARON  
A. RICK ATWOOD, JR.  
DAVID T. WISSBROECKER  
655 West Broadway, Suite 1900  
San Diego, CA 92101  
Telephone: 619/231-1058  
619/231-7423 (fax)

---



THIS MATTER having come before the Court on the motion of Plaintiffs' Counsel for an award of attorneys' fees and expenses incurred in the Litigation; the Court having considered all papers filed and proceedings conducted herein, and having found the Settlement of this Litigation to be fair, reasonable, and adequate and otherwise being fully informed in the premises and good cause appearing therefore;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. All capitalized terms used herein shall have the same meanings as set forth in the Stipulation of Settlement (the "Stipulation").
2. This Court has jurisdiction over the subject matter of the application and all matters relating thereto, including all members of the Settlement Class.
3. The Court hereby awards Lead Counsel attorneys' fees of 30% of the Settlement Fund, together with the interest earned thereon for the same time period and at the same rate as that earned on the Settlement Fund. The Court finds that the fees awarded are fair and reasonable under the percentage-of-recovery method. The Court also awards Plaintiffs' Counsel \$78,020.86 in expenses, plus interest on such expenses at the same rate and for the same time period as earned by the Settlement Fund.
4. The awarded attorneys' fees and expenses shall be paid to Lead Counsel from the Settlement Fund immediately after the date this Order is executed subject to the terms and conditions of the Stipulation.
5. The awarded attorneys' fees shall be allocated by Lead Counsel among Plaintiffs' Counsel in a manner which it, in good faith believes, reflects the contribution of such counsel to the prosecution and settlement of the Litigation.

IT IS SO ORDERED.

DATED: 9/25/2017

/s/James M. Alexander

THE HONORABLE JAMES M. ALEXANDER  
AP

# **EXHIBIT P**

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER  
**OCT 24 2014**

ALAN CARLSON, Clerk of the Court  
*Alan Carlson*

1 ROBBINS GELLER RUDMAN  
& DOWD LLP  
2 RANDALL J. BARON (150796)  
A. RICK ATWOOD, JR. (156529)  
3 DAVID T. WISSBROECKER (243867)  
DAVID A. KNOTTS (235338)  
4 EDWARD M. GERGOSIAN (105679)  
655 West Broadway, Suite 1900  
5 San Diego, CA 92101  
Telephone: 619/231-1058  
6 619/231-7423 (fax)  
randyb@rgrdlaw.com  
7 ricka@rgrdlaw.com  
dwissbroecker@rgrdlaw.com  
8 dknotts@rgrdlaw.com  
egergosian@rgrdlaw.com

9 Lead Counsel for Plaintiffs

10  
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 COUNTY OF ORANGE

12 In re EPICOR SOFTWARE CORPORATION )  
13 SHAREHOLDER LITIGATION )

Case No. 30-2011-00465495-CU-BT-CXC

CLASS ACTION

14 This Document Relates To: )  
15 )

Assigned to: Judge Steven L. Perk

16 ALL ACTIONS. )  
17 )

<sup>TPC</sup>  
~~PROPOSED~~ ORDER AWARDING  
PLAINTIFFS' COUNSEL ATTORNEYS'  
FEES AND EXPENSES

DATE: October 24, 2014

TIME: 10:30 a.m.

CTRM: The Honorable Steven L. Perk

DEPT: CX105

DATE ACTION FILED: 04/08/11

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

[PROPOSED] ORDER AWARDING PLAINTIFFS' COUNSEL ATTORNEYS' FEES AND EXPENSES

1       THIS MATTER having come before the Court on October 24, 2014, on the application of  
2 Plaintiffs' Counsel for an award of attorneys' fees and expenses incurred in the litigation; the Court  
3 having considered all papers filed and proceedings conducted herein, and having found the settlement  
4 of this litigation to be fair, reasonable, and adequate and otherwise being fully informed in the premises  
5 and good cause appearing therefore;

6       IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

7       1. All capitalized terms used herein shall have the same meanings as set forth in the  
8 Amended Stipulation of Settlement dated May 6, 2014 (the "Stipulation").

9       2. This Court has jurisdiction over the subject matter of the application and all matters  
10 relating thereto, including all members of the Class.

11       3. The Court hereby awards Plaintiffs' Counsel attorneys' fees of 30% of the Settlement  
12 Fund, together with the interest earned thereon for the same time period and at the same rate as that  
13 earned on the Settlement Fund. The Court also awards Plaintiffs' Counsel \$379,922.89 in expenses,  
14 plus interest on such expenses at the same rate and for the same time period as earned by the Settlement  
15 Fund.


16       4. The awarded attorneys' fees and expenses shall be paid to Robbins Geller Rudman &  
17 Dowd LLP ("Robbins Geller") from the Settlement Fund immediately after the date this Order is  
18 executed subject to the terms and conditions of the Stipulation.

19       5. The awarded attorneys' fees shall be allocated by Robbins Geller among Plaintiffs'  
20 Counsel in a manner which they, in good-faith believe, reflects the contribution of such counsel to the  
21 prosecution and settlement of the litigation. The Court finds that the fees awarded are fair and  
22 reasonable under the percentage-of-recovery method.

1           6.       Plaintiffs Donald Field, Lawrence Frazer, James Kline, Joseph Tola and Norman Watt  
2 are hereby awarded \$1,000.00 each from the Settlement Fund for their time and service in representing  
3 the Class.

4           IT IS SO ORDERED.

5 DATED: 24 October 2014

  
HONORABLE THIERRY PATRICK COLAW  
JUDGE OF THE SUPERIOR COURT

7 Submitted by:

8 ROBBINS GELLER RUDMAN  
9     & DOWD LLP  
10 RANDALL J. BARON  
11 A. RICK ATWOOD, JR.  
12 DAVID T. WISSBROECKER  
13 DAVID A. KNOTTS  
14 EDWARD M. GERGOSIAN

13                     s/ David A. Knotts  
14                     DAVID A. KNOTTS

15 655 West Broadway, Suite 1900  
16 San Diego, CA 92101  
17 Telephone: 619/231-1058  
18 619/231-7423 (fax)

19 Lead Counsel for Plaintiffs  
20  
21  
22  
23  
24  
25  
26  
27  
28

# EXHIBIT Q

DEC - 2 2016

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY  
STATE OF OKLAHOMASALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA. TULSA COUNTYIN RE SYNTROLEUM CORP.  
SHAREHOLDER LITIGATIONCase No. CJ-2013-5807  
(Consolidated)This Document Relates To:  
ALL ACTIONS**ORDER AND FINAL JUDGMENT**

**WHEREAS**, the Stipulation and Agreement of Compromise, Settlement and Release, dated June 24, 2016 (the "Stipulation," which along with the defined terms therein, is incorporated herein by reference) was presented to the Court at the Settlement Hearing on October 3, 2016, pursuant to the Order Granting Preliminary Approval of Stipulation and Agreement of Compromise, Settlement and Release, and Scheduling Order Related Thereto, entered on June 29, 2016 (the "Preliminary Approval and Scheduling Order");

**WHEREAS**, the Stipulation was joined and consented to by all Parties to the consolidated putative class action captioned under the case name *In re Syntroleum Corporation Shareholder Litigation*, Consolidated CJ-2013-5807, pending in the District Court in and for Tulsa County, State of Oklahoma (the "Consolidated Action") and by Sooner Holdings Trust (f/k/a Syntroleum Corporation and Sooner Holdings, Inc., hereinafter "Syntroleum");

**WHEREAS**, the Notice of Pendency of Class Action, Proposed Settlement of Class Action, Settlement Hearing and Right to Appear (the "Notice") has been disseminated to the Class in accordance with the Notice and Preliminary Approval and Scheduling Order;

**WHEREAS**, pursuant to the Notice and Preliminary Approval and Scheduling Order, this Court preliminarily certified the Class (as defined below); and

**WHEREAS**, the Court, having heard and considered the evidence in support of the proposed settlement at the Settlement Hearing; the attorneys for their respective parties

having been heard; an opportunity to be heard having been given to all other persons requesting to be heard in accordance with the Notice and the Preliminary Approval and Scheduling Order; the Court having determined that the Notice to the Class was full, adequate and sufficient; and the entire matter of the settlement (the "Settlement") having been heard and considered by the Court;

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED**, this 1 day of December, 2016, that:

1. Each of the provisions of Oklahoma Statutes, tit. 12, § 2023(A) has been satisfied and the Consolidated Action has been properly maintained according to the provisions of §§ 2023(B)(3) and 2023(D)(3). Specifically, this Court finds that:

(a) the members of the Class are so numerous that separate joinder of each member is impracticable;

(b) there are questions of law or fact common to the Class;

(c) the claims or defenses of the Lead Plaintiff is typical of the claims or defenses of the Class;

(d) the Lead Plaintiff has fairly and adequately protected the interests of the Class;

(e) the questions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy; and

(f) all members of the Class are residents of this state, or are nonresidents of this state who have a significant portion of the nonresident's cause of action arising from conduct occurring within the state.



2. The Consolidated Action is finally certified, for settlement purposes only, as an opt-out class action pursuant to Oklahoma Statutes, tit. 12, §§ 2023(A) and 2023(B)(3), on behalf of a class consisting of all holders of Syntroleum stock (and all representatives thereof) who held Syntroleum stock at any time between December 17, 2013 and the date of the filing of Syntroleum's certificate of dissolution with the Secretary of State of Delaware (June 11, 2014), excluding any member that has timely sought exclusion or opted out, the Defendants named in the Second Amended Consolidated Class Action Petition or any of its predecessor petitions in this Consolidated Action or any of the Actions consolidated herein, and any person, firm, trust, corporation, or other entity related to or affiliated with any Defendant (the "Class").

3. Pursuant to Oklahoma Statutes, tit. 12, §§ 2023(A) and 2023(B)(3) Lead Plaintiff Thomas Victor is certified as Class representative and Faruqi & Faruqi, LLP and Monteverde & Associates, PC ("Plaintiffs' Counsel") shall be designated Class counsel.

4. The Notice was disseminated to the Class pursuant to and in the manner directed by the Scheduling Order. Proof of the dissemination of the Notice has been filed with the Court. The form and manner of the Notice is the best notice practicable under the circumstances and has been given in full compliance with each of the requirements of due process and Oklahoma Statutes, tit. 12, §§ 2023, 2023.1.

5. All members of the Class are bound by this Order and Final Judgment (the "Order and Judgment"), as full and adequate notice of the proceedings was given and a full opportunity to be heard was provided to members of the Class.

6. The Settlement and the proposed plan of allocation for the Settlement is fair, reasonable, adequate, and in the best interests of the Class, and it is hereby approved pursuant to Oklahoma Statutes, tit. 12, §§ 2023, 2023.1. The Parties to the Settlement are

authorized and directed to comply with and to consummate the Settlement in accordance with its terms and provisions, and the Clerk of Court is directed to enter and docket this Order and Judgment.

7. Without affecting the finality of this Order and Judgment, this Court hereby retains jurisdiction for the purposes of protecting and implementing the Settlement and the terms of this Order and Final Judgment, including the resolution of any disputes that may arise with respect to the effectuation of any of the provisions of the Stipulation, and for the entry of such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement and this Order and Final Judgment.

8. This Order and Judgment releases, dismisses with prejudice, and effects a permanent injunction barring, among other things, any and all manner of claims, demands, rights, actions, causes of action, liabilities, damages, losses, obligations, judgments, duties, suits, costs, expenses, matters, and issues known or unknown, asserted or unasserted, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent, that have been or could have been asserted in the Consolidated Action, any of the Actions, or any other court, tribunal, or proceedings (including but not limited to any claims arising under federal, state, foreign, statutory or common law, including the federal securities laws, any state disclosure law or any claims for quasi-appraisal), by or on behalf of Plaintiffs or any member of the Class or derivatively on behalf of Syntroleum, whether individual, direct, class, derivative, representative, legal, equitable, or any other type or in any other capacity (collectively, the "Releasing Persons"), against the Individual Defendants, Syntroleum, Piper Jaffray & Co., Renewable Energy Group, Inc., REG Synthetic Fuels, LLC, REG Geismar, LLC, Sooner

Holdings Trust, the Trustee of Sooner Holdings Trust, or any of their respective families, parent entities, controlling persons, associates, affiliates, investment funds, or subsidiaries and each and all of their respective past or present officers, directors, stockholders, principals, representatives, employees, attorneys, financial or investment advisors, insurers, consultants, accountants, investment bankers, commercial bankers, entities providing fairness opinions, advisors or agents, heirs, executors, trustees, general or limited partners or partnerships, limited liability companies, members, joint ventures, personal or legal representatives, estates, administrators, predecessors, successors, or assigns (the "Released Persons"), whether or not each of the Released Persons was named, served with process, or appeared in the Consolidated Action or any of the Actions, which any of the Releasing Persons ever had, now have, or may have had by reason of, arising out of, relating to, or in connection with (i) the acts, events, facts, matters, transactions, occurrences, statements, representations, or omissions, or any other matters whatsoever that were or that could have been set forth in the Petition, or any of its predecessor petitions in this Consolidated Action or the Actions; (ii) the Transaction, or (iii) the Proxy and any other agreements, compensation or disclosures made in connection with the Transaction (the "Settled Claims").

9. This Order and Judgment further releases

a. The Plaintiffs and Plaintiffs' counsel from any and all claims or sanctions, known or unknown, accrued or unaccrued, against Plaintiffs and Plaintiffs' counsel arising out of or relating to the acts, events, facts, matters, transactions, occurrences, statements, or representations, or any other matter whatsoever set forth in or otherwise related, directly or indirectly, to the Transaction; provided, however, that the release shall not include any release of the right to enforce the Stipulation or the Settlement.

b. The REG Defendants and their parents, subsidiaries, affiliates, directors, officers, employees, agents, attorneys and insurance carriers (the "REG Affiliates") from any and all claims, demands, rights, actions, causes of action, liabilities, damages, losses, obligations, judgments, duties, suits, costs, expenses, matters, and issues known or unknown, asserted or unasserted, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent that Syntroleum and the Individual Defendants, on behalf of themselves and their parents, subsidiaries, affiliates, directors, officers, employees, agents, attorneys, personal or legal representatives, heirs, successors, assigns and insurance carriers (the "Syntroleum Affiliates"), had against the REG Affiliates (or any of them) pertaining in any way to the defense or settlement of the Consolidated Actions, including but not limited to claims for indemnity or contribution, but excluding from this release the rights and obligations (if any) of Syntroleum and the REG Defendants under the Asset Purchase Agreement among them dated as of December 17, 2013.

c. The Syntroleum Affiliates from any and all claims, demands, rights, actions, causes of action, liabilities, damages, losses, obligations, judgments, duties, suits, costs, expenses, matters, and issues known or unknown, asserted or unasserted, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent that the REG Affiliates had against the Syntroleum Affiliates (or any of them) pertaining in any way to the defense or

settlement of the Consolidated Actions, including but not limited to claims for indemnity or contribution, but excluding from this release the rights and obligations (if any) of Syntroleum and the REG Defendants or their respective parents, subsidiaries, affiliates, directors, officers, employees, or agents, under the Asset Purchase Agreement among them dated as of December 17, 2013.

10. The release and discharge included in this Order and Judgment extends to claims that the Releasing Persons do not know or suspect exist in his, her, or its favor at the time of the release of the Settled Claims as against the Released Persons, including without limitation those that, if known, might have affected the decision to enter into the Settlement. The Settlement and the Judgment is intended to extinguish all Settled Claims and consistent with such intentions, the Releasing Persons shall waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of any state, federal, or foreign law or principle of common law, which may have the effect of limiting the release set forth above, including any rights pursuant to section 1542 of the California Civil Code (or any similar, comparable or equivalent provision of any federal, state, or foreign law, or principle of common law) which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Court finds that the Releasing Persons acknowledged that both the foregoing waiver and the inclusion of "Unknown Claims" (defined below) in the definition of "Settled Claims" were separately bargained for, each is a material element of the Settlement, and each was relied upon by each and all of the Parties and Syntroleum in entering into this Stipulation. The Releasing Persons acknowledged that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the Settled Claims, but that it is their

intention to completely, fully, finally and forever compromise, settle, release, discharge, extinguish, and dismiss any and all Settled Claims, known or unknown, suspected or unsuspected, contingent or absolute, accrued or unaccrued, apparent or unapparent, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery or existence of additional or different facts. The Plaintiffs acknowledged, and the members of the Class by operation of law shall be deemed to have acknowledged, that "Unknown Claims" are expressly included in the definition of "Settled Claims." "Unknown Claims" means any claim that the Plaintiffs or any member of the Class does not know or suspect exists in his, her or its favor, or derivatively in Syntroleum's favor, at the time of the release of the Settled Claims as against one or more of the Released Persons, including without limitation those which, if known, might have affected the decision to enter into or object to the Settlement.

11. Plaintiffs and all members of the Class, and any of them either directly, representatively, derivatively or in any other capacity, are permanently barred and enjoined from commencing, prosecuting, instigating or in any way participating in, promoting the commencement or prosecution of, or continuing to litigate any action or other proceeding asserting any Settled Claims against any Released Person. The Settled Claims are compromised, settled, released, discharged, and dismissed with prejudice by virtue of this Order and Judgment.

12. Pursuant to Oklahoma Statutes, tit. 12, § 2023(G), the Court has considered whether to appoint an attorney to represent the Class in the hearing on the issue of the amount of attorney fees or whether to refer the matter to a referee. The Court decided not to appoint an attorney to represent the class on the issue of attorney fees, and the Court decided not to refer the matter to a referee.

13. Plaintiffs' counsel are awarded attorneys' fees and expenses in the total amount of \$99,761.27, which the Court finds to be fair and reasonable, and such amount shall be paid to Plaintiffs' counsel in accordance with the terms of the Stipulation.

14. Thomas Victor shall be awarded an incentive award in the amount of \$5,000.

15. The effectiveness of this Order and Judgment and the obligations of Plaintiffs and Defendants under the Settlement are not conditioned upon or dependent upon any award of attorneys' fees or expenses to Plaintiffs' counsel, or the Lead Plaintiff incentive award.

16. This Order and Judgment shall not be deemed a presumption, concession or admission by any Defendant of any fault, liability or wrongdoing as to any facts or claims that have been or might be alleged or asserted in the Consolidated Action or in any other action or proceeding that has been, will be, or could be brought, and shall not be interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any person in the Consolidated Action, or in any other action or proceeding, whether civil, criminal or administrative, for any purpose. Nothing contained herein shall be deemed, interpreted or used to infer that any of Plaintiffs' claims were infirm, weak, or lacked merit when filed. In addition, Defendants may file the Stipulation, the Order and Judgment, or both in any action that may be brought or is pending against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

17. The Consolidated Action is hereby dismissed with prejudice on the merits, without fees or costs to any party, including Renewable Energy Group, Inc. and REG Synthetic Fuels, LLC, except as provided herein.

Dated: Dec 1, 2016.

LINDA G. MORRISSEY  
Linda G. Morrissey, District Judge



APPROVED BY COUNSEL:

FARUQI & FARUQI, LLP

Nadeem Faruqi / W p m (dm)

Nadeem Faruqi

685 Third Ave., 26<sup>th</sup> Floor

New York, NY 10017

Telephone: (212) 983-9330

Facsimile: (212) 983-9331

JONES, GOTCHER & BOGAN PC

Jack Brown

Jack Brown

3800 First Place Tower, 15 East Fifth Street,  
Tulsa, OK 74103-4309

*Liaison Counsel for Lead Counsel*

MONTEVERDE & ASSOCIATES PC

Juan E. Monteverde

The Empire State Building

350 Fifth Avenue, 59<sup>th</sup> Floor

New York, NY 10118

Telephone (212) 971-1341

Facsimile: (212) 601-2610

*Co-Lead Counsel for Plaintiffs*

ADEMI & O'REILLY, LLP

Guri Ademi

Guri Ademi

3620 East Layton Avenue

Cudahy, Wisconsin 53110

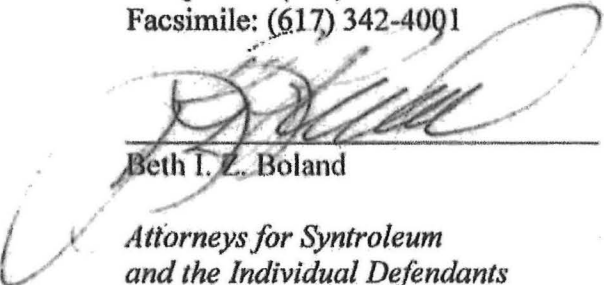
Telephone: (414) 482-8000

Facsimile: (414) 482-8001

Counsel for Plaintiff Thomas Victor

McAFEE & TAFT, P.C.  
MARY QUINN COOPER  
maryquinn.cooper@mcafeetaft.com  
1717 S. Boulder  
Suite 900  
Tulsa, OK 74119  
Telephone: (918) 587-0000  
Facsimile: (918) 599-9317

FOLEY & LARDNER LLP  
BETH I. Z. BOLAND  
bboland@foley.com  
111 Huntington Avenue  
Suite 2600  
Boston, MA 02199-7610  
Telephone: (617) 342-4000  
Facsimile: (617) 342-4001



Beth I. Z. Boland

*Attorneys for Syntroleum  
and the Individual Defendants*

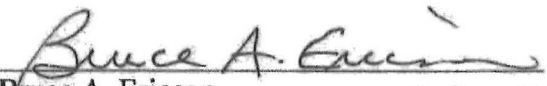
---

Karen L. Power

*Trustee of the Sooner Holdings Trust*

GABLEGOTWALS  
DAVID L. BRYANT, OBA #1262  
dbryant@gablelaw.com  
1100 ONEOK Plaza  
100 West Fifth Street  
Tulsa, OK 74103-4217p  
Telephone: (918) 595-4800  
Facsimile: (918) 595-4900

PILLSBURY WINTHROP SHAW PITTMAN LLP  
BRUCE A. ERICSON  
bruce.ericson@pillsburylaw.com  
Four Embarcadero Center, 22nd Floor  
Post Office Box 2824  
San Francisco, CA 94126-2824  
Telephone: (415) 983-1000  
Facsimile: (415) 983-1200



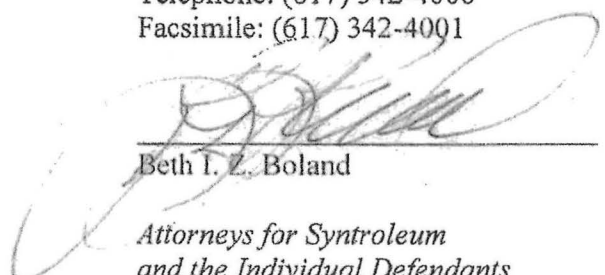
Bruce A. Ericson

11-30-2016

*Attorneys for Defendants  
RENEWABLE ENERGY GROUP, INC. and  
REG SYNTHETIC FUELS, LLC*

McAFEE & TAFT, P.C.  
MARY QUINN COOPER  
maryquinn.cooper@mcafeetaft.com  
1717 S. Boulder  
Suite 900  
Tulsa, OK 74119  
Telephone: (918) 587-0000  
Facsimile: (918) 599-9317

FOLEY & LARDNER LLP  
BETH I. Z. BOLAND  
bboland@foley.com  
111 Huntington Avenue  
Suite 2600  
Boston, MA 02199-7610  
Telephone: (617) 342-4000  
Facsimile: (617) 342-4001



---

Beth I. Z. Boland

*Attorneys for Syntroleum  
and the Individual Defendants*



---

Karen L. Power

*Trustee of the Sooner Holdings Trust*

GABLEGOTWALS  
DAVID L. BRYANT, OBA #1262  
dbryant@gablelaw.com  
1100 ONEOK Plaza  
100 West Fifth Street  
Tulsa, OK 74103-4217p  
Telephone: (918) 595-4800  
Facsimile: (918) 595-4900

PILLSBURY WINTHROP SHAW PITTMAN LLP  
BRUCE A. ERICSON  
bruce.ericson@pillsburylaw.com  
Four Embarcadero Center, 22nd Floor  
Post Office Box 2824  
San Francisco, CA 94126-2824  
Telephone: (415) 983-1000  
Facsimile: (415) 983-1200

---

Bruce A. Ericson

*Attorneys for Defendants  
RENEWABLE ENERGY GROUP, INC. and  
REG SYNTHETIC FUELS, LLC*

# **EXHIBIT R**

---

IN RE AMERICAN CAPITAL, LTD.  
SHAREHOLDER LITIGATION

---

:  
: **IN THE**  
:  
: **CIRCUIT COURT**  
:  
: **FOR MONTGOMERY COUNTY**  
:  
: Case No. 422598-V  
:  
: Judge Ronald Rubin  
:

**ORDER AND FINAL JUDGMENT**

A hearing having been held before this Court on February 16, 2018, pursuant to the Court's Order of Preliminary Approval and for Notice and Scheduling, dated November 28, 2017 (the "Order"), upon the Amended Stipulation and Agreement of Compromise, Settlement and Release, dated November 17, 2017 (the "Stipulation"), which Order and Stipulation are incorporated herein by reference, of the above-captioned class action (the "Action"), and the settlement contemplated thereby (the "Settlement"), which Stipulation was entered into between Plaintiffs Larry Sutton, Renee J. Bercury, Renee J. Bercury IRA, William T. Bercury, William T. Bercury IRA, Atha P. Bercury, John G. Bercury, Bercury Homes, Ltd., Garry Tischler, and Paul Barba ("Plaintiffs") and certain defendants, namely former directors and officers of American Capital, Ltd. ("American Capital" or the "Company") Malon Wilkus, Neil M. Hahl, Philip R. Harper, Stan Lundine, Alvin N. Puryear, Mary C. Baskin, Kenneth D. Peterson, Jr., Susan K. Nestegard, Kristin L. Manos, David G. Richards, John Erickson, and Samuel Flax (collectively, the "American Capital Defendants"), and Elliott Management Corporation, Elliott Associates, L.P., Elliott International, L.P., and Elliott International Capital Advisors Inc. (collectively, the "Elliott Defendants," and collectively with the American Capital Defendants, the "Defendants," and together with Plaintiffs, the "Parties") all by and through their undersigned attorneys; and the

Circuit Court for Montgomery County, Maryland (the "Court") having determined that notice of said hearing was given to the Class in accordance with the Order and that said notice was adequate and sufficient; and the Parties having appeared by their attorneys of record; and the attorneys for the respective Parties having been heard in support of the Settlement of the Action, and an opportunity to be heard having been given to all other persons desiring to be heard as provided in the notice; and the entire matter of the Settlement having been considered by the Court;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, this 16<sup>th</sup> day of Feb., 2018, as follows:

1. Unless otherwise defined herein, all defined terms shall have the meanings as set forth in the Stipulation.

2. The Notice of Pendency of Class Action, Proposed Settlement and Settlement Hearing ("Notice") has been given to the Class (as defined herein) pursuant to and in the manner directed by the Order, proof of the dissemination of the Notice has been filed with the Court, and a full opportunity to be heard has been offered to all parties to the Action, the Class, and persons in interest. The form and manner of the Notice is hereby determined to have been the best notice practicable under the circumstances and to have been given in full compliance with each of the requirements of Rule 2-231(e) and 2-231(h) of the Maryland Rules, due process, and applicable law, and it is further determined that all members of the Class are bound by the Order and Final Judgment herein.

3. Based on the record in the Action, the Court hereby finds, pursuant to Rule 2-231 of the Maryland Rules, as follows:

a. (i) the Class (as defined below) is so numerous that joinder of all members is impracticable. As of May 23, 2016, the date of the announcement of the Transactions described in the Definitive Proxy Statement filed with the U.S. Securities and Exchange Commission (the "SEC") on October 18, 2016, approximately 229.3 million shares of American Capital common stock were outstanding, held, or owned by thousands of beneficial owners that comprise the Class; (ii) there are questions of law and fact common to the Class, including whether the Elliott Defendants had any fiduciary duties or statutory duties to the Class in connection with the Transactions, and whether the Defendants breached their fiduciary or statutory duties, to the extent such duties existed, to the Class in connection with the Transactions; (iii) Plaintiffs' claims are typical of the claims of absent members of the Class in that they arise in connection with the same Transactions and are based on the same legal theories; (iv) Plaintiffs and Plaintiffs' Co-Lead Counsel have fairly and adequately protected the interests of the Class; (v) the prosecution of separate actions by individual members of the Class would create a risk of inconsistent and varying adjudications which would establish incompatible standards of conduct for the Defendants; (vi) as a practical matter, the disposition of this Action will influence the disposition of any pending or future identical cases brought by absent members of the Class; and (vii) there were allegations that the Defendants acted or refused to act on grounds generally applicable to the Class;

b. the requirements of Rule 2-231 of the Maryland Rules have been satisfied, and the Action has been properly maintained according to the provisions of Rules 2-231(a), 2-231(b)(1), and 2-231(b)(2) of the Maryland Rules;

c. the Action is hereby finally certified as a non-opt out class action pursuant to Rules 2-231(a), 2-231(b)(1), and 2-231(b)(2) of the Maryland Rules and the non-opt out class

is defined as any and all record and beneficial holders of American Capital common stock, their respective successors in interest, successors, predecessors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns, or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors and successors and assigns, who owned or held shares of American Capital common stock at any time between and including November 16, 2015 and the consummation of the merger on January 3, 2017, excluding all Defendants in the Action or their immediate family members, heirs and assigns, and any entities they control (the "Class"). The record date for determining the stockholders entitled to receive payment from the Fund, which payment shall be made in accordance with the terms and conditions set forth in the Stipulation, was established as the close of business on January 3, 2017. The administration of the settlement Fund shall be accomplished pursuant to a Plan of Allocation to be presented to the Court for its approval no later than ten (10) business after the Court enters this Order and Final Judgment; and

d. Plaintiffs are hereby certified as the Class representatives, and Plaintiffs' counsel are hereby appointed as counsel for the Class. Monteverde & Associates PC, Kahn Swick & Foti, LLC, and Pomerantz LLP are appointed as co-lead counsel for the Class, and Brower Piven, A Professional Corporation, is appointed as liaison counsel for the Class.

4. The Settlement is found to be fair, reasonable, adequate, and in the best interests of the Class, and it is hereby approved pursuant to Rules 2-231(h) and 2-231(i) of the Maryland Rules. The Parties are hereby authorized and directed to comply with and to consummate the Settlement in accordance with its terms and provisions, and the Clerk is directed to enter and docket this Order and Final Judgment in the Action.



5. This Court has jurisdiction over the subject matter of the Action, including all matters necessary to effectuate the Settlement and this Order and Final Judgment.

6. This Order and Final Judgment shall not constitute any evidence or admission by any of the Parties that any acts of wrongdoing have been committed by any of the Parties and should not be deemed to create any inference that there is any liability therefor.

7. The Action is hereby dismissed (i) with prejudice in its entirety as to the Defendants and against Plaintiffs and all other members of the Class on the merits, and (ii) without costs (except as specifically provided below).

8. Any and all manner of claims (including Unknown Claims (as defined herein)), demands, rights, actions, causes of action, liabilities, damages, losses, obligations, judgments, duties, suits, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, matters, and issues and controversies of any kind whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent, that have been, could have been, or in the future can or might be asserted in any court, tribunal, or proceeding (including but not limited to any claims arising under federal, state, foreign, or common law, including the federal securities laws and any state disclosure law), by or on behalf of Plaintiffs or any member of the Class in their capacity as American Capital stockholders, whether individual, direct, class, derivative, representative, legal, equitable, or any other type or in any other capacity (collectively, the "Releasing Persons") against the American Capital Defendants, the Elliott Defendants, and former defendants American Capital, ACAM, ACMM, AGNC, Ares Capital, Orion, IHAM LP, IHAM GP, Ares Capital Management, LLC, and Ares Management, L.P., or any of their families, parent entities, controlling persons, associates, affiliates or subsidiaries and

each and all of their respective past or present officers, directors, stockholders, principals, representatives, employees, employers, attorneys, financial or investment advisors, consultants, accountants, investment bankers, insurers, commercial bankers, entities providing fairness opinions, advisors or agents, heirs, executors, trustees, general or limited partners or partnerships, limited liability companies, members, joint ventures, personal or legal representatives, estates, administrators, predecessors, successors, or assigns, whether or not each or all of the foregoing persons were named, served with process, or appeared in the Action (collectively, the “Released Persons”), which the Releasing Persons ever had, now have, or may have had by reason of, arising out of, relating to, or in connection with the acts, events, facts, matters, transactions, occurrences, statements or representations, or any other matter whatsoever set forth in or otherwise related, directly or indirectly, to the allegations brought in the Action, allegations that could have been brought in the Action (to the extent such allegations relate to the ownership of American Capital securities), the complaints, the Merger Agreement and other transactions contemplated therein, or disclosures made in connection therewith (including the adequacy and completeness of such disclosures) (the “Settled Claims”), are hereby dismissed with prejudice, barred, settled, and released; provided, however, that the Settled Claims shall not include properly perfected claims for appraisal pursuant to 8 *Del. C.* § 262, or claims to enforce the Settlement. The term “Settled Claims” also includes all Unknown Claims described below.

9. The release contemplated by this Order and Final Judgment extends to claims that Plaintiffs or any member of the Class do not know or suspect to exist in his, her, or its favor at the time of the release of the Settled Claims as against the Released Persons, including without limitation those which, if known, might have affected the decision to enter into the Settlement (“Unknown Claims”). The Releasing Persons and Plaintiffs acknowledge, and the members of

the Class by operation of this Order and Final Judgment is deemed to have acknowledged, that they may discover facts in addition to or different from those they now know or believe to be true with respect to the Settled Claims, but that it is the Released Persons' and Plaintiffs' intention and, by operation of this Order and Final Judgment, the intention of the members of the Class, to completely, fully, finally, and forever compromise, settle, release, discharge, extinguish, and dismiss any and all Settled Claims, known or unknown, suspected or unsuspected, contingent or absolute, accrued or unaccrued, apparent or unapparent, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Plaintiffs have, and the Releasing Persons and each member of the Class shall be deemed to have, and by operation of this Order and Final Judgment have, waived, relinquished, and released, the provisions, rights, and benefits of any state, federal, or foreign law or principle of common law, which may have the effect of limiting the release set forth herein. This release shall include a waiver by Plaintiffs, the Releasing Persons, and the Class of any rights pursuant to section 1542 of the California Civil Code (or any similar, comparable, or equivalent provision of any federal, state, or foreign law, or principle of common law), which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS, HER, OR ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, HER, OR IT MUST HAVE MATERIALLY AFFECTED HIS, HER, OR ITS SETTLEMENT WITH THE DEBTOR.**

Plaintiffs acknowledge, and the Releasing Persons and each member of the Class shall be deemed by operation of this Order and Final Judgment approving the Settlement to have acknowledged, that the foregoing waiver was separately bargained for, is an integral element of

the Settlement, and was relied upon by each and all of the Defendants in entering into the Settlement.

10. Plaintiffs, the Releasing Persons, and each and every member of the Class, and their respective representatives, trustees, successors, heirs, and assigns, individually and collectively, are hereby permanently barred and enjoined from asserting, commencing, prosecuting, assisting, instigating, continuing, or in any way participating in the commencement or prosecution of any action, whether directly, representatively, derivatively, or in any other capacity, asserting any claims that are, or relate in any way to, the Settled Claims that are released pursuant to this Order and Final Judgment or under the Stipulation against Defendants or any of the Released Persons, and the Unknown Claims, except that this release shall not apply to the rights and obligations created by the Stipulation.

11. Defendants shall be deemed to have, and by operation of this Order and Final Judgment shall have, fully, finally, and forever released, relinquished, settled, extinguished, dismissed with prejudice, and discharged Plaintiffs and Plaintiffs' counsel from any and all claims that have been or could have been asserted in the Action or any forum, which arise out of or relate in any way to the institution, prosecution, settlement, or dismissal of the Action, including any claims of bad faith or abuse of process against Plaintiffs or Plaintiffs' counsel relating to their prosecution of the Action, except that this release shall not apply to the rights and obligations created by the Stipulation. Furthermore, each of the Released Persons shall be deemed to have, and by operation of the Order and Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs, the Class, and counsel to the Plaintiffs from all claims, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, judgments, suits, fees, expenses, costs, matters and issues of any kind or nature

whatsoever, based upon or arising out of the institution, prosecution, assertion, settlement or resolution of the Action or the Settled Claims or the administration or distribution of the Fund. Moreover, the Class shall be deemed to have, and by operation of the Order and Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs and counsel to the Plaintiffs from all claims, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, judgments, suits, fees, expenses, costs, matters and issues of any kind or nature whatsoever, based upon or arising out of the institution, prosecution, assertion, settlement or resolution of the Action or the Settled Claims or the administration or distribution of the Fund. Provided, however, that such release shall not affect any claims to enforce the terms of the Stipulation or the Settlement.

12. Plaintiffs' co-lead counsel are hereby awarded attorneys' fees and reimbursement of expenses in the aggregate amount of \$5,895,270.03, inclusive of expenses, which amount the Court finds to be fair and reasonable and which shall be paid out of the Fund in accordance with the terms of the Stipulation and per the instructions of Plaintiffs' co-lead counsel. Plaintiffs are hereby awarded incentive awards in the aggregate amount of \$25,000.00, which amount the Court finds to be fair and reasonable and which shall be paid out of the Fund in accordance with the terms of the Stipulation and per the instructions of Plaintiffs' co-lead counsel.

13. Any and all judgments (other than this Order and Final Judgment against the American Capital Defendants and the Elliott Defendants in connection with the Settled Claims) against any person or entity will be reduced by the amount of the American Capital Settlement Consideration and the Elliott Settlement Consideration (as defined in the Stipulation) paid on behalf of Defendants into the Fund or to the extent of the pro rata share of the American Capital Defendants and the Elliott Defendants if their pro rata share is greater than the American Capital

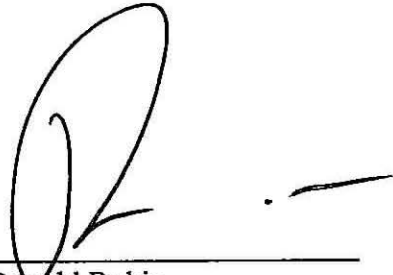
Settlement Consideration and the Elliott Settlement Consideration, respectively. By operation of this Order and Final Judgment, total damages recoverable against any and all other alleged joint tortfeasors (other than the American Capital Defendants and the Elliott Defendants) in the Action or any future action shall be reduced to the extent of the pro rata share of the Released Persons. This provision is intended to relieve and protect the Released Persons from any liability for contribution to any person or entity. Solely for purposes of determining the amount of any judgments that may be recovered against any person or entity pursuant to the Maryland Uniform Contribution Among Joint Tortfeasors Act, (a) the American Capital Defendants and the Elliott Defendants shall each be considered a single joint tortfeasor to the same extent and effect as if judgments had been rendered against each of them as joint tortfeasors; and (b) because of the alleged singular collective conduct of the American Capital Defendants and the alleged singular conduct of the Elliott Defendants, the American Capital Defendants and the Elliott Defendants shall each be treated as a single joint tortfeasor to the fullest extent permitted by Maryland law. Nothing in this Order and Final Judgment shall affect Plaintiffs' recovery against any person or entity other than the Released Persons if such person or entity is adjudicated to be the sole tortfeasor or tortfeasors in this Action or another action. For the avoidance of doubt, nothing in this paragraph shall be construed to reduce in any way the amounts of the American Capital Fund, the American Capital Settlement Consideration, the Elliott Fund, or the Elliott Settlement Consideration (as defined in the Stipulation).

14. Any and all other alleged joint tortfeasors are hereby permanently barred and enjoined from asserting, commencing, prosecuting, assisting, instigating, continuing, or in any way participating in the commencement or prosecution of any claim or action for contribution (whether denominated as contribution, indemnification, or otherwise) against the Released

Persons. In accordance with the terms and conditions of the Stipulation, Plaintiffs and Plaintiffs' counsel agree not to settle any claim arising out of the Settled Claims with any person or entity—other than Defendants—in this Action or any future action absent assurance from such person or entity that he, she, or it shall not seek indemnification or contribution for such settlement directly or indirectly from the Released Persons, including provisions in any resulting settlement agreement that: (i) the settling person or entity shall not seek indemnification or contribution for such settlement directly or indirectly from the Released Persons; (ii) in the event any such person or entity does, prior to the distribution to the Class of the consideration received under such settlement, seek the indemnification or contribution proscribed by this paragraph, Plaintiffs and Plaintiffs' counsel shall withdraw from and deem any settlement with such person or entity to be null and void, and return any consideration received under such settlement; and (iii) the Released Persons are expressly deemed third-party beneficiaries thereof.

15. Without affecting the finality of this Order and Final Judgment in any way, this Court reserves jurisdiction over all matters relating to the administration and consummation of the Settlement.

Dated: February 16, 2018

  
\_\_\_\_\_  
The Honorable Ronald Rubin  
Judge, Circuit Court for Montgomery County, Maryland

# EXHIBIT S





4 of 5 DOCUMENTS

Copyright 2015 ALM Media Properties, LLC  
 All Rights Reserved  
 Further duplication without permission is prohibited

# THE NATIONAL LAW JOURNAL

The National Law Journal

January 5, 2015 Monday

SECTION: NLJ'S BILLING SURVEY; Pg. 7 Vol. 37 No. 19

LENGTH: 540 words

**HEADLINE:** Billing Rates at the Nation's Priciest Law Firms;  
 Here are the 50 firms that charged the highest average hourly rates for partners.

**BODY:**

Here are the 50 firms that charged the highest average hourly rates for partners.

**Billing Rates at the Nation's Priciest Law Firms**

RA NK	FIRM NAME	LARGE ST U.S. OFFICE	NUM- BER OF ATTOR- NEYS	PART- NER HOURLY RATES	ASSO- CIATE HOURLY RATES				
						AVER- AGE	HIGH	LO W	AVER- AGE
1	Debevoise & Plimpton	New York	595	\$1,055	\$1,075	\$95 5	\$490	\$760	\$12 0
2	Paul, Weiss, Rifkind, Wharton & Garrison	New York	854	\$1,040	\$1,120	\$76 0	\$678	\$735	\$59 5

Billing Rates at the Nation's Priciest Law Firms; Here are the 50 firms that charged the highest average hourly rates for partners. The National Law Journal January 5, 2015 Monday

3	Skadden, Arps, Slate, Meagher & Flom	New York	1,664	\$1,035	\$1,150	\$845	\$620	\$845	\$340
4	Fried, Frank, Harris, Shriver & Jacobson	New York	450	\$1,000	\$1,100	\$930	\$595	\$760	\$375
5	Latham & Watkins	New York	2,060	\$990	\$1,110	\$895	\$605	\$725	\$465
6	Gibson, Dunn & Crutcher	New York	1,154	\$980	\$1,800	\$765	\$590	\$930	\$175
7	Davis Polk & Wardwell	New York	810	\$975	\$985	\$850	\$615	\$975	\$130
8	Stroock & Stroock & Lavan	New York	285	\$960	\$1,125	\$675	\$549	\$840	\$350
9	Willkie, Farr & Gallagher	New York	526	\$950	\$1,050	\$790	\$580	\$790	\$350
10	Weil, Gotshal & Manges	New York	1,157	\$930	\$1,075	\$625	\$600	\$790	\$300
11	Cadwalader, Wickersham & Taft	New York	437	\$930	\$1,050	\$800	\$605	\$750	\$395
12	Kramer Levin Naftalis & Frankel	New York	313	\$921	\$1,100	\$745	\$675	\$815	\$515
13	Quinn Emanuel Urquhart & Sullivan	New York	673	\$915	\$1,075	\$810	\$410	\$675	\$320
14	Wilmer Cutler Pickering Hale and Dorr	Washington	988	\$905	\$1,250	\$735	\$290	\$695	\$75
15	Dechert	New York	845	\$900	\$1,095	\$670	\$530	\$735	\$395
16	Andrews Kurth	Houston	337	\$890	\$1,090	\$745	\$670	\$1,090	\$265
17	Hughes Hubbard & Reed	New York	351	\$890	\$995	\$725	\$555	\$675	\$365
18	Irell & Manella	Los Angeles	166	\$890	\$975	\$800	\$535	\$750	\$395
19	Proskauer Rose	New York	712	\$880	\$950	\$725	\$465	\$675	\$295
20	White & Case	New York	1,895	\$875	\$1,050	\$700	\$525	\$1,050	\$220
21	Morrison & Foerster	San Francisco	1,020	\$865	\$1,195	\$595	\$525	\$725	\$230
22	Pillsbury Winthrop Shaw Pittman	Washington	591	\$865	\$1,070	\$615	\$520	\$860	\$375
23	Kaye Scholer	New York	392	\$860	\$1,250	\$725	\$597	\$795	\$370

Billing Rates at the Nation's Priciest Law Firms; Here are the 50 firms that charged the highest average hourly rates for partners. The National Law Journal January 5, 2015 Monday

24	Brown Rudnick	Boston	187	\$856	\$1,045	\$650	n/a	n/a	n/a
25	Orrick Herrington & Sutcliffe	New York	954	\$845	\$1,095	\$715	\$560	\$375	\$710
26	Kasowitz, Benson, Torres & Friedman	New York	372	\$835	\$1,195	\$600	\$340	\$625	\$200
27	Hogan Lovells	Washington	2,313	\$835	\$1,000	\$705	n/a	n/a	n/a
28	Kirkland & Ellis	Chicago	1,554	\$825	\$995	\$590	\$540	\$715	\$235
29	Cooley	Palo Alto	673	\$820	\$990	\$660	\$515	\$640	\$335
30	Arnold & Porter	Washington	720	\$815	\$950	\$670	\$500	\$610	\$345
31	Paul Hastings	New York	889	\$815	\$900	\$750	\$540	\$755	\$335
32	Winston & Strawn	Chicago	822	\$800	\$995	\$650	\$520	\$590	\$425
33	Curtis, Mallet-Prevost, Colt & Mosle	New York	323	\$800	\$860	\$730	\$480	\$785	\$345
34	Bingham McCutchen	Boston	795	\$795	\$1,080	\$220	\$450	\$605	\$185
35	Akin Gump Strauss Hauer & Feld	Washington	809	\$785	\$1,220	\$615	\$525	\$660	\$365
36	Covington & Burling	Washington	760	\$780	\$890	\$605	\$415	\$565	\$320
37	King & Spalding	Atlanta	874	\$775	\$995	\$545	\$460	\$735	\$125
38	Norton Rose Fulbright	New York	3,537	\$775	\$900	\$525	\$400	\$515	\$300
39	DLA Piper	New York	3,962	\$765	\$1,025	\$450	\$510	\$750	\$250
40	Lowenstein Sandler	Rose-land, N.J.	261	\$765	\$990	\$600	\$450	\$650	\$300
41	Greenberg Traurig	New York	1,690	\$763	\$955	\$535	\$470	\$570	\$325
42	Bracewell & Giuliani	Houston	441	\$760	\$1,125	\$575	\$440	\$700	\$275
43	Baker & McKenzie	Chicago	4,087	\$755	\$1,130	\$260	\$395	\$925	\$100
44	Dickstein Shapiro	Washington	254	\$750	\$1,250	\$590	\$475	\$585	\$310

Billing Rates at the Nation's Priciest Law Firms; Here are the 50 firms that charged the highest average hourly rates for partners. The National Law Journal January 5, 2015 Monday

46	Jones Day	New York	2,464	\$745	\$975	\$445	\$435	\$775	\$205
45	Jenner & Block	Chicago	434	\$745	\$925	\$565	\$465	\$550	\$380
47	Manatt, Phelps & Phillips	Los Angeles	329	\$740	\$795	\$640	n/a	n/a	n/a
48	Reed Smith	Pittsburgh	1,555	\$737	\$890	\$605	\$420	\$530	\$295
49	Seward & Kissel	New York	143	\$735	\$850	\$625	\$400	\$600	\$290
50	O'Melveny & Myers	Los Angeles	721	\$715	\$950	\$615	n/a	n/a	n/a

LOAD-DATE: January 5, 2015

# EXHIBIT T

# Rate Gap Widens Between Biggest Law Firms and Their Smaller Competitors

New CounselLink trends report shows the cavern widening even further as companies consolidate high-rate legal work with fewer providers.

By [Susan Kostal](#)

## Feeling like the big firms are eating your lunch?

As the rate gap widens are you feeling like the big firms are eating your lunch? That's because they are. CounselLink trends report on corporate legal spending.



LexisNexis CounselLink released its sixth annual trends report today on corporate legal department spending, and there are some interesting highlights about where work is going, what companies are willing to pay for premium work, and what median billing rates are by law firm size, practice area and geography.

Perhaps the most telling statistic is the cavernous “rate gap” between what the largest law firms charge and what smaller firms can command — a gap that continues to widen. According to the report, firms with more than 750 attorneys have billable rates that are 53% higher than rates at the next tier of firms, those with 501 to 750 lawyers. This compares with a 45% gap reported in 2017, and a 40% gap in 2016.

The trends report is based on data from [CounselLink](#), an enterprise legal management and e-billing platform used by corporate law departments. CounselLink tracked more than \$33 billion in legal spend, comprising approximately 7 million invoices and approximately 1.7 million matters. The report’s key metrics are based on 12 months of charges (April 30, 2018, through April 30, 2019) billed by outside counsel.

## **Consolidation at the Top**

Not only is the high-rate work dominated by the largest firms, but they are also getting more of it every year. The largest law firms (the “top 50”) had a 57% share of the work in 2018-19 compared with a 50% share in 2016. What’s more, companies are spending more of their dollars with fewer law firms. According to the CounselLink data, 61% of companies have 10 law firms or fewer that account for at least 80% of their outside counsel spend. This seems to point to entrenched providers getting more work.

“Corporate counsel are moving toward having a smaller set of law firms handle the majority of their work,” report author Kris Satkunas said in an interview.

Satkunas, Director of Strategic Consulting for CounselLink, added that in their 2013 report CounselLink noticed more high-value work going to firms of 501-750 attorneys. For example, more than 50% of high-value M&A fees were going to such firms. But that trend sputtered out. "More market share continues to go to the larger firms."

The hitch? There doesn't seem to be any advantage for clients to buying in bulk, as it were, at least when it comes to hourly rates. From the client perspective, said Satkunas, "It's disappointing that we are not seeing the effective rates that they are paying drop in any way. They are consolidating with the very largest law firms and are not using their negotiating strength to leverage rates down.

"There may be an assumption on their part that will happen naturally, but if they are not asking for better pricing, they aren't going to get it," she added.

## **Rising Rates Contribute to Rate Gap**

Indeed, the median hourly rate continues to rise. Five major cities (San Francisco, Seattle, Detroit, New York and Washington, D.C.) show rate growth of 4% or more, over both the last year and the last three years.



# MEDIAN PARTNER HOURLY RATES BY LAW FIRM SIZE



Median partner hourly rates, across all practice areas except insurance, ranged from \$250 an hour for firms of 1-50 attorneys to \$350 for firms of 201-500 attorneys. The huge jump comes when you look at firms with more than 500 lawyers. Firms of 501-750 attorneys have a median hourly rate of \$375, while their larger counterparts, firms of 750-plus attorneys, have a median hourly rate of \$575.

The hourly rate by practice area showed the predictably wide gap between mergers and acquisitions, at a median rate of \$706 per hour, to IP at \$539 an hour, and insurance at \$200 per hour.

Partner rates that showed the highest increase were for M&A; commercial and contracts; corporate, general and tax; regulatory and compliance; and IP patent work, which each grew by 4 % or more, both over the last year and the last three years. (Related: ["Beyond the Net Promoter Score: Clio Annual Trends Report."](#))

## **Alternative Fee Arrangements on the Rise ... But Not So Fast**

Use of alternative fee arrangements (AFAs) is growing, but probably not as fast as one would think for all the discussion and attention it gets. After hovering just under 10% for years, the percentage of matters that include a non-hourly billing component is now 12.2%. Still, the report says the data continues to show high-cost matters, or portions of them, being billed under some form of AFA — so, considering the actual dollar amounts at stake, the growth in alternative arrangements is significant, Satkunas said. The report notes that commodity work in the insurance; IP-patent; IP-trademark; employment and labor; and finance, loans and investments categories show the highest AFA billings.

In particular, the use of AFAs in finance, loans and investment work jumped considerably from last year and is now at 28% of billings. In employment and labor, more than 20% of matters were billed under an AFA.

There's plenty more in the report for number-crunchers and anyone trying to benchmark their rates in their market to pick apart, including data on

blended rates, rates for partners, associates and paralegals (broken down by practice area), and which practice areas have the most consistent rates, meaning they are less subject to negotiations between companies and outside counsel, and which have higher volatility.

The full CounselLink trends report is available [here](#). I recommend it for anyone looking for insight into what the market will bear in your particular practice area.

### ***Note for liberal art majors:***

The median of a set of numbers is that number where half the numbers are lower and half the numbers are higher. The average of a set of numbers is the total of those numbers divided by the number of items in that set. Averages are more easily skewed by very high or very low numbers in the data set.

## **You Might Also Like ...**

["10 Rules for Surviving as a Solo or Small Firm Lawyer" by Dustin Cole](#)

["Staying Competitive: 7 Tips from 7 Legal Marketing Pros"](#)

["Beyond the Net Promoter Score: Clio Annual Trends Report" by Jared Correia](#)

Illustration ©[iStockPhoto.com](#)

## **Subscribe to Attorney at Work**

Get really good ideas every day for your law practice: [Subscribe to the Daily Dispatch](#) (it's free). Follow us on Twitter @attnyatwork.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

I am employed in the County of Los Angeles, State of California, with my business address as 600 Corporate Pointe, Suite 1170, Culver City, California. I am over the age of 18 years, and I am not a party to this Action.

**GREENBERG TRAURIG LLP**  
Daniel J. Tyukody  
1840 Century Park East, Suite 1900  
Los Angeles, CA 90067  
Tel: (310) 586-7723  
Email: [tyukodyd@gtlaw.com](mailto:tyukodyd@gtlaw.com)  
[horowitzr@gtlaw.com](mailto:horowitzr@gtlaw.com)  
[linhardta@gtlaw.com](mailto:linhardta@gtlaw.com)  
[phieferd@gtlaw.com](mailto:phieferd@gtlaw.com)

## Counsel for Defendants

I sent a copy of this document via electronic mail to the email addresses above via Caseanywhere pursuant to the agreement of all parties for service of documents in this case.

I declare, under penalty of perjury, pursuant to the laws of the State of California, that the foregoing is true and correct.

September 26, 2023



David E Bower