IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

CASEY CUNNINGHAM, et al.,

Plaintiffs,

v.

CORNELL UNIVERSITY, et al.,

Defendants.

No. 1:16-CV-06525-PKC

PLAINTIFFS' MEMORANDUM IN SUPPORT OF THEIR UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT

Table of Contents

BACKGROUND 1

I. The claims in this action. 1

II. The terms of the proposed settlement. 3

A. Monetary Relief. 3

B. Notice and Class Representatives' Compensation. 4

C. Attorneys' Fees and Costs. 5

ARGUMENT 5

I. The settlement is the product of arm's length negotiations conducted by experienced counsel after extensive litigation. 6

A. Plaintiffs' counsel is highly experienced and capable. 7

B. The settlement was reached after extended litigation and significant investigation of the claims asserted by Plaintiffs. 8

II. The Settlement is substantively reasonable. 9

III. This fair, reasonable, and adequate settlement warrants sending notice to the Settlement Class. 9

CONCLUSION 11

Table of Authorities

Cases

Abbott v. Lockheed Martin Corp.,
No. 06-701, 2015 WL 4398475 (S.D.Ill. July 17, 2015) 5, 7

Agonath v. Interstate Home Loans Ctr., Inc.,
No. 17-5267-JS-SIL, 2019 WL 1060627 (E.D.N.Y. Mar. 6, 2019) 10

Arbuthnot v. Pierson,
607 F. App'x 73 (2d Cir. 2015) 7

Berkson v. Gogo LLC,
147 F. Supp. 3d 123 (E.D.N.Y. 2015) 10

Cassell v. Vanderbilt Univ.,
No. 16-2086, Doc. 174 (M.D. Tenn. Oct. 22, 2019) 5

City of Detroit v. Grinnell Corporation,
495 F.2d 448 (2d Cir. 1974) 6, 9

City of Providence v. Aeropostale, Inc.,
No. 11-712-CM-GWG, 2014 WL 1883494 (S.D.N.Y. May 9, 2014) 7

Clark v. Duke,
No. 16-1044, 2019 WL 2579201 (M.D.N.C. June 24, 2019) 5, 8

Dial Corp. v. News Corp.,
317 F.R.D. 426 (S.D.N.Y. 2016) 4

Dornberger v. Metro. Life Ins. Co.,
203 F.R.D. 118 (S.D.N.Y. 2001) 5

Eisen v. Carlisle and Jacquelin,
417 U.S. 156 (1974) 9

Goldberger v. Integrated Res., Inc.,
209 F.3d 43 (2d Cir. 2000) 6

In re Michael Milken and Assocs. Secs. Litig.,
150 F.R.D. 57 (S.D.N.Y 1993) 7

In re Northrop Grumman Corp. ERISA Litig.,
No. 06-6213, 2017 WL 9614818 (C.D. Cal. Oct. 24, 2017) 7

In re Platinum & Palladium Commod. Litig.,
No. 10-3617-WHP, 2014 WL 3500655 (S.D.N.Y. July 15, 2014) 6

In re Pool Prod. Distribution Mkt. Antitrust Litig.,
310 F.R.D. 300 (E.D. La. 2015) 10

Kelly v. Johns Hopkins Univ.,
No. 16-2835, 2020 WL 434473 (D. Md. Jan. 20, 2020) 5, 8

Krueger v. Ameriprise Fin., Inc.,
No. 11-2781, 2015 WL 4246879 (D. Minn. July 13, 2015) 7

Mullane v. Central Hanover Bank and Trust Co.,
339 U.S. 306 (1950) 9

Nolte v. Cigna Corp.,
No. 07-2046, 2013 WL 12242015 (C.D. Ill Oct. 15, 2013) 7

Sanchez v. Salsa Con Fuego, Inc.,
No. 16-473-RJS-BCM, 2016 WL 4533574 (S.D.N.Y. Aug. 24, 2016)..... 10

Tibble v. Edison, Int'l,
575 U.S. 523, 135 S.Ct. 1823 (2015)..... 5

Wal-Mart Stores, Inc. v. Visa U.S.A. Inc.,
396 F.3d 96 (2d Cir. 2005) 7

Statutes

29 U.S.C. § 1109(a) 2

Rules

Fed R. Civ. P 23(c)(2)(B) 10

Fed. R. Civ. P. 23(e)(1)..... 6

Fed. R. Civ. P. 23(e)(1)(B) 6

Fed. R. Civ. P. 23(e)(2)..... 6

Plaintiffs move for the Court's preliminary approval of a settlement of the remaining claim currently set for trial after summary judgment. Plaintiffs allege that Defendants Cornell University, the Retirement Plan Oversight Committee, and Mary G. Opperman (collectively, the "Cornell Defendants") breached their fiduciary duties and committed prohibited transactions under the Employee Retirement Income Security Act of 1974 ("ERISA") by causing the Cornell University Retirement Plan for the Employees of the Endowed Colleges at Ithaca and the Cornell University Tax Deferred Annuity Plan ("the Plans") to pay unreasonable recordkeeping and administrative fees and to maintain high-cost and underperforming investment options, including investment options in higher-cost share classes. Docs. 1, 81. The Cornell Defendants dispute these allegations and deny liability for any alleged fiduciary breach. The Court dismissed or granted summary judgment on all of Plaintiffs' claims except insofar as Plaintiffs alleged that the Cornell Defendants breached their duty of prudence by failing to adopt the institutional share classes of the TIAA-CREF Lifecycle Funds. Doc. 352 at 39.

After the Court's summary judgment ruling, Plaintiffs and the Cornell Defendants engaged in arms-length settlement discussions, reaching an agreement to settle the remaining TIAA-CREF Lifecycle Funds claim. This settlement represents nearly full recovery on the TIAA-CREF Lifecycle Funds claim and does not settle the dismissed claims, which may be appealed. In light of the litigation risks that further prosecution of the remaining claim would inevitably entail, Plaintiffs respectfully request that this Court: (1) preliminarily approve the proposed settlement; (2) approve the proposed form and method of notice to the Settlement Class; and (3) schedule a hearing at which the Court will consider final approval of the settlement.

BACKGROUND

I. The claims in this action.

On August 17, 2016, Plaintiff Casey Cunningham filed his complaint. Doc. 1. On December

8, 2016, Casey Cunningham, Charles E. Lance, Stanley T. Marcus, Lydia Pettis, and Joy Veronneau ("Plaintiffs"), filed an amended complaint alleging claims against Cornell University, the Retirement Plan Oversight Committee, Mary G. Opperman, and CAPTRUST Financial Advisors. Doc. 38. Plaintiffs filed a corrected amended complaint on February 24, 2017 to change the name of CAPTRUST Financial Advisors to CapFinancial Partners, LLC d/b/a CAPTRUST Financial Advisors. Doc. 81.

Plaintiffs alleged that Defendants breached their fiduciary duties and committed prohibited transactions relating to the management, operation, and administration of the Plans. Plaintiffs sought to recover all alleged losses to the Plans resulting from each breach of duty under 29 U.S.C. § 1109(a) and for other equitable and remedial relief.

On September 29, 2017, the Court granted in part and denied in part Defendants' motion to dismiss Plaintiffs' corrected amended complaint. Doc. 107. The parties then completed fact and expert discovery and took the depositions of each named Plaintiff, seven Cornell-affiliated witnesses, two Capfinancial Partners-affiliated witnesses, three non-party witnesses, and seven expert witnesses.

On January 22, 2019, the Court certified the following class:

> All participants and beneficiaries of the Cornell University Retirement Plan for the Employees of the Endowed Colleges at Ithaca and the Cornell University Tax Deferred Annuity Plan from August 17, 2010, through August 17, 2016, excluding the Defendants and any participant who is a fiduciary to the Plans.

Doc. 219 at 19. The Court appointed Class Representatives and Class Counsel. *Id.* On September 27, 2019, the Court granted in part and denied in part Defendants' motion for summary judgment. Doc. 352. The court denied Defendants' motion insofar as Plaintiffs alleged that Defendants breached their duty of prudence by failing to adopt the institutional share classes of the TIAA-CREF Lifecycle Funds. *Id.* at 38. The Court granted the motion in all other respects. Plaintiffs

continued litigating the remaining claim after summary judgment, preparing all pretrial exchanges and fully preparing for trial. *See* Doc. 391. The matter is set for jury trial starting on September 29, 2020. Doc. 413.

Plaintiffs and the Cornell Defendants engaged in settlement discussions regarding the remaining claim in October 2019, May 2020 and August 2020. On September 18, 2020, the parties reached an agreement on all terms.

II. The terms of the proposed settlement.

Plaintiffs request by separate motion that the Court certify a Settlement Class consisting of:

> The set of persons who participated in the Plans and invested in the TIAA-CREF Lifecycle funds between August 17, 2010 and April 17, 2012, including any Beneficiary of a deceased person who participated in one or more of the Plans at any time during the Class Period and invested in the TIAA-CREF Lifecycle funds between August 17, 2010 and April 17, 2012, and any Alternate Payee of a person subject to a Qualified Domestic Relations Order who participated in one or more of the Plans at any time during the Class Period and invested in the TIAA-CREF Lifecycle funds between August 17, 2010 and April 17, 2012. Excluded from the Settlement Class are any individuals that served as members of the Retirement Plan Oversight Committee from August 17, 2010 to April 17, 2012.

Ex. A, §2.37.[1] In exchange for the dismissal of the TIAA-CREF Lifecycle Funds claim and for entry of the Judgment as provided for in the Settlement Agreement, the Cornell Defendants will make available to Settlement Class members the benefits described below.

A. Monetary Relief.

The Cornell Defendants will deposit $225,000 (the "Gross Settlement Amount") in an interest-bearing settlement account (the "Gross Settlement Fund"). The Gross Settlement Fund will be used to pay the participants' recoveries, administrative expenses to facilitate the Settlement, Plaintiffs' counsel's attorneys' fees and costs, and the Class Representative's Compensation if awarded by the Court.

[1] Cornell Defendants do not oppose Plaintiffs' motion to certify a settlement-only sub-class.

B. Notice and Class Representatives' Compensation.

The costs to administer the settlement, including those associated with providing notice to the Settlement Class, will be paid from the Gross Settlement Amount. Incentive payments in an amount approved by the Court also will be paid from the Gross Settlement Amount. For the costs associated with the Settlement Administrator, Plaintiffs received a proposal from a candidate to provide these services. After consideration of the proposed fees and the quality of the services, Analytics Consulting LLC was selected as the Settlement Administrator at an estimated cost of $14,875 to provide notices electronically to the last known email address of each Settlement Class Member provided by the Defendants' Counsel, Defendants, and/or the Plan's recordkeepers (or their designee(s)), unless an updated address is obtained by the Settlement Administrator through its efforts to verify the last known addresses provided by to the Settlement Administrator.[2] Class Counsel also shall post a copy of the Settlement Notice on the Settlement Website, and a link to the Settlement Website will also appear on Class Counsel's website.

Plaintiffs will seek an incentive award of $1,000 for Plaintiff Casey Cunningham, the only named plaintiff who invested in the TIAA-CREF Lifecycle Funds during the period at issue. This amount is consistent with precedent recognizing the value of individuals stepping forward to represent a class, particularly in contested complex litigation like this where the potential benefit to any individual does not outweigh the cost of prosecuting class-wide claims, there are significant risks of no recovery, and risk of alienation from their employers and peers. *E.g.*, *Dial Corp. v. News Corp.*, 317 F.R.D. 426, 439 (S.D.N.Y. 2016) (approving incentive awards of $50,000 and noting that incentive awards "have generally ranged from $2,500 to $85,000");

[2] The proposed fee for the Settlement Administrator to provide notice to class members and other related services to facilitate the settlement is estimated based on information presently available to the parties and is subject to change once the number of class members and e-mail addresses are determined.

Dornberger v. Metro. Life Ins. Co., 203 F.R.D. 118, 125 (S.D.N.Y. 2001) (similar).

C. Attorneys' Fees and Costs.

Plaintiffs' counsel will request attorneys' fees paid out of the Gross Settlement Fund in an amount not more than one-third of the Gross Settlement Amount, or $75,000, as well as reimbursement for costs incurred of no more than $18,000. Plaintiffs' counsel "pioneer[ed]" 401(k) excessive fee litigation as recognized by multiple federal judges, *e.g., Abbott v. Lockheed Martin Corp.,* No. 06-701, 2015 WL 4398475, at *1 (S.D.Ill. July 17, 2015), and successfully handled the only ERISA excessive fee case taken by the Supreme Court, *Tibble v. Edison, Int'l*, 575 U.S. 523, 135 S.Ct. 1823 (2015). Plaintiffs' counsel also filed the first 403(b) excessive fee cases in history, of which this case was one. Before Plaintiffs' counsel filed both the 401(k) cases and the 403(b) cases, no one had ever brought a case alleging excessive 401(k) or 403(b) fees. A contingent one-third fee is the market rate for complex ERISA excessive fee cases. *E.g.*, *Kelly v. Johns Hopkins Univ.*, No. 16-2835, 2020 WL 434473, at *3 (D. Md. Jan. 20, 2020) (collecting cases); *Cassell v. Vanderbilt Univ.*, No. 16-2086, Doc. 174 (M.D. Tenn. Oct. 22, 2019); *Clark v. Duke*, No. 16-1044, 2019 WL 2579201, at *3–4 (M.D.N.C. June 24, 2019). It is also the rate contractually agreed to by the named Plaintiffs. Decl. of Jerome J. Schlichter, ¶4.

Plaintiffs' counsel will not seek attorneys' fees: (1) from the interest earned on the Gross Settlement Amount; (2) for time associated with communicating with class members or Defendants during the Settlement Period; and (3) for work required in future years to enforce the settlement, if necessary. Plaintiffs' counsel will submit a formal application for attorneys' fees and costs and for the Class Representatives' incentive awards at least 30 days prior to the deadline for class members to file objections to the settlement.

ARGUMENT

Review of a proposed class action settlement is a two-step process. First, the court performs

a preliminary review of the terms of the proposed settlement to determine whether to send notice to the class. *See* Fed. R. Civ. P. 23(e)(1). Second, after notice is sent to the class and a hearing is conducted, the Court determines whether to approve the settlement on a finding that it is "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2).

A court should grant preliminary approval to authorize notice to the class upon a finding that it "will likely be able" to finally approve the settlement. *See* Fed. R. Civ. P. 23(e)(1)(B). In considering preliminary approval, a court looks to both the "negotiation process leading up to the settlement, *i.e.*, procedural fairness, as well as the settlement's substantive terms, *i.e.* substantive fairness." *In re Platinum & Palladium Commod. Litig.*, No. 10-3617-WHP, 2014 WL 3500655, at *11 (S.D.N.Y. July 15, 2014). The Court should grant preliminary approval in this matter because the proposed settlement is procedurally and substantively fair, reasonable, and adequate.[3]

I. The settlement is the product of arm's length negotiations conducted by experienced counsel after extensive litigation.

There is a strong initial presumption that a proposed class action settlement is fair and reasonable when it is the result of arm's-length negotiations by experienced, capable counsel after meaningful discovery. *Wal-Mart Stores, Inc. v. Visa U.S.A. Inc.*, 396 F.3d 96, 116 (2d Cir.

[3] During the final approval phase, Courts in the Second Circuit consider the following factors set forth in *City of Detroit v. Grinnell Corporation*, 495 F.2d 448 (2d Cir. 1974) when evaluating a class-action settlement:

> (1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceeding and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; [and] (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.

Id. at 463 (citations omitted), *abrogated on other grounds by Goldberger v. Integrated Res., Inc.*, 209 F.3d 43 (2d Cir. 2000).

2005) (settlement may be presumed to be fair where it is "reached in arm's-length negotiations between experienced, capable counsel after meaningful discovery"); *City of Providence v. Aeropostale, Inc.*, No. 11-712-CM-GWG, 2014 WL 1883494, at *4 (S.D.N.Y. May 9, 2014) ("This initial presumption of fairness and adequacy applies here because the Settlement was reached by experienced, fully-informed counsel after arm's-length negotiations."), *aff'd, Arbuthnot v. Pierson*, 607 F. App'x 73 (2d Cir. 2015). The settlement is the result of lengthy and complex arm's-length negotiations between the parties. *See* Schlichter Decl., ¶2. Counsel on both sides are experienced, thoroughly familiar with the factual and legal issues presented, and highly experienced in this type of litigation. It is recognized that the opinion of experienced and informed counsel supporting the settlement is entitled to considerable weight. *In re Michael Milken and Assocs. Secs. Litig.*, 150 F.R.D. 57, 66 (S.D.N.Y 1993) ("the view of experienced counsel favoring the settlement is entitled to great weight.") (citation and quotation marks omitted).

A. Plaintiffs' counsel is highly experienced and capable.

Plaintiffs' counsel is not only highly experienced in handing ERISA class actions involving 401(k) and 403(b) plans, but "pioneer[ed]…the field of retirement plan litigation." *Abbott v. Lockheed Martin Corp.,* No. 06-701, 2015 WL 4398475, at *1 (S.D. Ill. July 17, 2015). Schlichter Bogard and Denton is the "preeminent firm" in excessive fee litigation having "achieved unparalleled results on behalf of its clients" in the face of "enormous risks." *Nolte v. Cigna Corp.,* No. 07-2046, 2013 WL 12242015, at *2–3 (C.D. Ill Oct. 15, 2013). They are "experts in ERISA litigation," *Krueger v. Ameriprise Fin., Inc*., No. 11-2781, 2015 WL 4246879, at *2 (D. Minn. July 13, 2015) (citation omitted), and "highly experienced," *In re Northrop Grumman Corp. ERISA Litig*., No. 06-6213, 2017 WL 9614818, at *4 (C.D. Cal. Oct. 24, 2017).

District courts across the country have recognized the reputation, extraordinary skill and determination of Plaintiffs' counsel. Recently, in similar cases against university 403(b) plan sponsors, Judge Catherine Eagles and Judge George L Russell, III opined on Class Counsel's experience and competence. Judge Eagles noted that "these [ERISA] cases require a high level of skill on behalf of plaintiffs to achieve any recovery." *Clark v. Duke*, No. 16-01044, Doc. 165 at 6 (M.D.N.C. June 24, 2019). Judge Eagles concluded that "[Schlichter Bogard & Denton] has demonstrated diligence, skill, and determination in this matter and, more generally, in an area of law in which few attorneys and law firms are willing or capable of practicing." *Id*. at 7. Judge Russell noted that "Schlichter Bogard & Denton's work on behalf of participants in large 401(k) and 403(b) plans has significantly improved these plans, brought to light fiduciary misconduct that has detrimentally impacted the retirement savings of American workers, and dramatically brought down fees in defined contribution plans." *Kelly*, 2020 WL 434473, at *2. Judge Russell continued, "[w]ithout the unique and unparalleled foresight for this novel area of litigation by Schlichter, Bogard & Denton, the class would not have obtained any recovery for the alleged fiduciary breaches that affected the Johns Hopkins University 403(b) plan for years prior." *Id.* at *4.

B. The settlement was reached after extended litigation and significant investigation of the claims asserted by Plaintiffs.

At the time the settlement was reached, the parties had engaged in four years of litigation, including extensive dispositive motion practice. Plaintiffs' counsel extensively developed the facts and legal theories supporting their claims. They conducted a substantial investigation of their claims prior to the filing of the complaint. Thereafter, they completed fact and expert discovery. The parties vigorously litigated the case during all stages of litigation resulting in one remaining claim after dispositive motion practice. The case is set for jury trial on September 29,

2020. Only after hard-fought litigation and months of arm's length negotiations were the parties able to reach an agreement to resolve the claim remaining to be tried in this lawsuit.

II. The Settlement is substantively reasonable.

There were substantial risks in prosecuting this action, and further prosecution of this action to trial may have yielded limited or no recovery. Instead, the settlement fund of $225,000 provides nearly complete recovery on the remaining claim. In the last calculation by Plaintiffs' expert, based on market conditions at the times of calculation, maximum class-wide damages were $283,803. *See* Doc. 367-2 at 3. In other words, the settlement recovers nearly eighty percent of possible damages. The settlement does not affect the ability of the previously certified class to appeal the dismissed claims. The settlement is clearly in the range of possible approval. *Grinnell*, 495 F.2d at 455 n.2 ("In fact there is no reason, at least in theory, why a satisfactory settlement could not amount to a hundredth or even a thousandth part of a single percent of the potential recovery.")

III. This fair, reasonable, and adequate settlement warrants sending notice to the Settlement Class.

Under Rule 23(c)(2)(A) and (e)(1)(B), class notice for certification or settlement of a class certified under Rule 23(b)(1) need only be "appropriate" or "in a reasonable manner." Due process and Rule 23(e) do not require that each Class Member receive notice, but do require that the class notice be "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Mullane v. Central Hanover Bank and Trust Co.*, 339 U.S. 306, 314 (1950). "Individual notice must be provided to those class members who are identifiable through reasonable effort." *Eisen v. Carlisle and Jacquelin*, 417 U.S. 156, 175 (1974). Even under the more stringent requirements of Rule 23(c)(2)(B) for classes certified under Rule 23(b)(3), notice by email only can be the

"best notice that is practicable." Fed R. Civ. P 23(c)(2)(B) ("The notice may be by one or more of the following: . . . electronic means . . . ."); *see also, e.g., Berkson v. Gogo LLC,* 147 F. Supp. 3d 123, 139 (E.D.N.Y. 2015) (approving notice by email only); *In re Pool Prod. Distribution Mkt. Antitrust Litig.*, 310 F.R.D. 300, 318 (E.D. La. 2015) (approving notice by email only). Courts in the Second Circuit routinely recognized that email notice is reasonable and often more effective than traditional mail. *Agonath v. Interstate Home Loans Ctr., Inc.*, No. 17-5267-JS-SIL, 2019 WL 1060627, at *7 (E.D.N.Y. Mar. 6, 2019) (collecting cases); *Sanchez v. Salsa Con Fuego, Inc.*, No. 16-473-RJS-BCM, 2016 WL 4533574, at *5–6 (S.D.N.Y. Aug. 24, 2016).

The proposed form and method of notice satisfies all due process considerations and meets the requirements of Rule 23(e)(1) because it is reasonably calculated to effect actual notice to the Settlement Class. The parties' proposed notice to current and former participants is attached as Exhibit 3 to the Settlement Agreement. The notice will fully apprise Class Members of the existence of the lawsuit, the proposed settlement, and the information they need to make informed decisions about their rights, including: (i) the terms and operation of the settlement; (ii) the nature and extent of the release; (iii) the maximum attorneys' fees and costs that will be sought; (iv) the procedure and timing for objecting to the settlement and the right of parties to seek limited discovery from objectors; (v) the date and place of the fairness hearing; and (vi) the website on which the full settlement documents and any modifications thereto will be posted.

The notice plan consists of multiple components designed to reach class members. First, the notice will be sent by electronic email to all class members who have an email address known to Cornell University and/or the Plan's recordkeeper(s) and by first-class mail to the current or last known address of all class members for whom emails bounced back to the Settlement Administrator shortly after entry of the order preliminarily approving the Settlement. In addition

to the notice, Plaintiffs' counsel will develop a dedicated website solely for the settlement, and a link to that website will appear on Plaintiffs' counsel's website [www.uselaws.com]. In Plaintiffs' counsel experience a more extensive notice program by first class mail can cost $33,000 to over $100,000 and would be unreasonable given the size of the settlement. Schlichter Decl. ¶5. Thus, the form of notice and proposed procedures for notice satisfy the requirements of due process and the Court should approve the notice plan as adequate.

CONCLUSION

Plaintiffs respectfully request that the Court grant preliminary approval of the settlement.

September 21, 2020

Respectfully Submitted,
/s/ Joel D. Rohlf
SCHLICHTER BOGARD & DENTON LLP
Andrew D. Schlichter, Bar No. 4403267
Jerome J. Schlichter*
Heather Lea*
Joel D. Rohlf*
Scott Apking*
100 South Fourth Street, Suite 1200
St. Louis, Missouri 63102
(314) 621-6115, (314) 621-5934 (fax)
aschlichter@uselaws.com
jschlichter@uselaws.com
hlea@uselaws.com
jrohlf@uselaws.com
sapking@uselaws.com
*Admitted *pro hac vice*

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on September 21, 2020, I electronically filed the foregoing document with the Clerk of Court using the CM/ECF system, which will automatically send e-mail notification of such filing to the attorneys of record.

/s/ Joel D. Rohlf
Counsel for Plaintiffs