

Exhibit A

IN RE AMERICAN TOWER CORPORATION SECURITIES LITIGATION
No. 06-CV-10933 (MLW) (D. Mass.)

LODESTAR AND EXPENSES SUMMARY CHART

Firm	Hours	Lodestar	Expenses
Labaton Sucharow LLP	2,700.60	\$1,199,588.50	\$321,298.78 ¹
Law Offices of Peter G. Angelos, P.C.	82.20	\$32,880.00	\$1,604.42
Thornton & Naumes LLP	61.25	\$27,675.00	\$482.50
Total	2,844.05	\$1,260,143.50	\$323,385.70

¹ Includes \$215,578.36 in notice and settlement administration fees and costs incurred to date by Strategic Claims Services, LLC.

Exhibit B

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

IN RE AMERICAN TOWER CORPORATION
SECURITIES LITIGATION

No. 06-CV-10933 (MLW)

**DECLARATION OF DAVID J. GOLDSMITH OF LABATON SUCHAROW
LLP SUBMITTED IN SUPPORT OF LEAD COUNSEL'S PETITION FOR
AN AWARD OF ATTORNEY'S FEES AND REIMBURSEMENT OF EXPENSES**

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.:

DAVID J. GOLDSMITH declares as follows pursuant to 28 U.S.C. § 1746:

1. I am a Counsel with the law firm of Labaton Sucharow LLP, Court-appointed Lead Counsel for Lead Plaintiff Steamship Trade Association-International Longshoremen's Association Pension Fund ("STA-ILA") and the Class in the above-titled action. I am admitted to practice before this Court *pro hac vice*.

2. I respectfully submit this declaration in support of my firm's petition for an award of attorneys' fees in connection with services rendered in this action, as well as the reimbursement of expenses reasonably incurred by my firm in connection with this litigation. I have personal knowledge of the matters referred to herein.

3. As Lead Counsel, attorneys, paralegals, and other professionals and para-professionals of my firm were directly involved in all aspects of the prosecution of this action from inception. Services rendered and work performed by my Firm in this action to date include the following: (a) pre-filing research and investigation of the applicable facts and law underlying Plaintiffs' claims, including analysis of public information and interviews of dozens of former employees of American Tower Corporation ("AMT" or the "Company") on a confidential basis; (b) drafting of the 109-page Consolidated Amended

Complaint for Violations of the Federal Securities Laws (the “Complaint”), including in-depth analyses of AMT’s stock option grants before and during the Class Period, and drafting of the 156-page proposed Second Amended Complaint based principally on new facts set forth in the publicly filed version of the report of AMT’s Special Litigation Committee (the “SLC Report”); (c) research and drafting of numerous memoranda of law and other submissions in support of or in opposition to motions filed with the Court, including STA-ILA’s motion for lead plaintiff and lead counsel appointment; submissions in opposition to Defendants’ motion to dismiss the Complaint; various notices of supplemental authority and responses to notices of supplemental authority filed by Defendants; Plaintiffs’ request for judicial notice of the SLC Report; Plaintiffs’ motion to amend the Complaint and reply memorandum in further support; and Plaintiffs’ motion for preliminary approval of the Settlement and class certification; (d) preparation for and appearances at this Court’s February 7, 2007 status conference and February 19, 2008 hearing to consider preliminary approval of the Settlement; (e) discussions and other communications with consulting experts concerning loss causation and damages issues, including consultation relating to Plaintiffs’ mediation statement, damages report for purposes of mediation, and Plan of Allocation; (f) discussions and other communications with co-counsel concerning litigation status and strategy; (g) negotiation with Defendants concerning a mutually acceptable private mediator and protocols for mediation; (h) research and drafting of Plaintiffs’ mediation statement and review and analysis of mediation statements and damage reports submitted by Defendants as well as all parties in shareholder derivative litigations concerning AMT; (i) preparation for and participation in mediation in San Francisco before former Judge Eugene F. Lynch, including analysis of the merits and value of the claims and those asserted in the shareholder derivative actions, and further discussions with Judge Lynch following the mediation concerning settlement; (j) focused discovery in the interest of confirming the fairness, reasonableness and adequacy of the Settlement, including interviews of outside counsel for the Special Committee and the SLC and review and analysis of

approximately 5,000 pages of “core” documents relied upon by the SLC and the Special Committee in conducting their investigations of AMT’s historical stock option practices and rendering their findings; (k) negotiation of the terms of a Letter of Understanding and formal Stipulation of Settlement and related ancillary documents; and (l) attention to various matters relating to notice to the class and settlement administration, including consultations with the claims administrator.

4. The schedule attached hereto as Exhibit 1 is a detailed summary indicating the amount of time spent by each attorney, paralegal, and other professional and para-professional of the firm who performed work in this litigation. The lodestar calculation is based on the firm’s current billing rates. For attorneys and employees no longer employed by the firm, the lodestar calculation is based upon the billing rate during his or her last year of employment with the firm. This schedule was prepared from contemporaneous, daily time records regularly prepared and maintained by the firm. These records are available for review at the request of the Court. Time spent in preparing Lead Counsel’s petition for attorney’s fees and reimbursement of expenses, and this declaration, is not included in the schedule.

5. As reflected in Exhibit 1, the total number of hours expended on this litigation by my firm in connection with the prosecution of this litigation is 2,700.6 hours. The total lodestar for my firm is \$1,199,588.50, consisting of \$881,317.50 for attorney time and \$318,271.00 for non-attorney time.

6. The hourly rates for the attorneys, paralegals, and other professionals and para-professionals at the firm listed in Exhibit 1 are the same as the regular current rates charged for their services in non-contingent fee matters and/or which have been accepted and approved in other securities or shareholder litigations.

7. The firm’s lodestar figures are based upon the firm’s billing rates, which rates do not include charges for expense items. Expense items are billed separately and such charges are not duplicated in the firm’s billing rates.

8. Attached hereto as Exhibit 2 is a detailed schedule of the unreimbursed expenses incurred by my firm in connection with the prosecution and settlement of this case, totaling \$321,298.78, including the fees charged and expenses incurred to date by the retained claims and settlement administrator.

9. The expenses incurred in this action are reflected on the books and records of the firm. These books and records are prepared from expense vouchers, check records and other source materials and are an accurate record of the expenses incurred. These records are available for review at the request of the Court.

/s/ David J. Goldsmith
DAVID J. GOLDSMITH

Exhibit 1

**IN RE AMERICAN TOWER CORP. SECURITIES LITIGATION
LODESTAR REPORT**

FIRM: LABATON SUCHAROW LLP

REPORTING PERIOD: INCEPTION THROUGH MARCH 31, 2008

PROFESSIONAL	STATUS	HOURLY RATE	TOTAL HOURS TO DATE	TOTAL LODESTAR TO DATE
Bernstein, J.	P	\$800.00	132.5	\$106,000.00
Labaton, E.	P	\$800.00	6.0	\$4,800.00
Schochet, I.	P	\$725.00	47.9	\$34,727.50
Keller, C.	P	\$700.00	39.7	\$27,790.00
Belfi, E.	P	\$650.00	10.4	\$6,760.00
Grant, L.	P	\$625.00	83.8	\$52,375.00
Goldsmith, D.	OC	\$550.00	629.1	\$346,005.00
Wohl, E.	A	\$500.00	2.5	\$1,250.00
Rado, A.	A	\$500.00	2.4	\$1,200.00
Tountas, S.	A	\$450.00	441.2	\$198,540.00
Richardson, S.	A	\$450.00	69.2	\$31,140.00
Ellman, A.	A	\$425.00	23.1	\$9,817.50
Hoffman, B.	A	\$375.00	156.8	\$58,800.00
Marks, M.	A	\$325.00	4.5	\$1,462.50
Weissman, M.	A	\$250.00	2.6	\$650.00
Szydlowski, A.	RA	\$395.00	6.3	\$2,488.50
Ching, N.	RA	\$370.00	5.8	\$2,146.00
Gumeny, A.	I	\$400.00	80.0	\$32,000.00
Greenbaum, A.	I	\$350.00	86.5	\$30,275.00
Karasiewicz, K.	I	\$300.00	353.3	\$105,990.00
Molina, H.	I	\$275.00	228.5	\$62,837.50
Malonzo, F.	PL	\$290.00	260.6	\$75,574.00
Goldberg, H.	PL	\$290.00	4.7	\$1,363.00
Cordoba-Riera, D.	PL	\$250.00	2.9	\$725.00
Weisman, R.	PL	\$240.00	15.5	\$3,720.00
Chan, C.	PL	\$240.00	4.8	\$1,152.00
TOTAL			2,700.6	\$1,199,588.50

Partner (P)

Of Counsel (OC)

Associate (A)

Research Analyst (RA)

Investigator (I)

Paralegal (PL)

Exhibit 2

**IN RE AMERICAN TOWER CORP. SECURITIES LITIGATION
DISBURSEMENT REPORT**

FIRM: LABATON SUCHAROW LLP

REPORTING PERIOD: INCEPTION THROUGH MARCH 31, 2008

DISBURSEMENT	TOTAL AMOUNT TO DATE
Strategic Claims Services, LLC (claims administrator)*	\$215,578.36
Forensic Economics, Inc. (consulting expert)	41,855.73
Mulholland & Co., LLC (consulting expert)	32,097.50
Transportation/Meals/Lodging	11,598.10
Duplicating	6,150.20
Westlaw	3,404.09
Center for Financial Research & Analysis	2,779.00
JAMS, Inc. (mediation fees)	2,160.57
Investext	1,347.74
Thomson Financial	1,319.62
Pacer	672.19
Press Release (regarding settlement)	625.00
Docutrieval (retrieving court filings)	596.06
Telephone/Fax	515.83
Federal Express	399.89
Filing Fees (pro hac vice applications)	150.00
Choicepoint	48.90
TOTAL	\$321,298.78

*Reporting for this line-item is through April 25, 2008.

Exhibit C

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

IN RE AMERICAN TOWER CORPORATION
SECURITIES LITIGATION

No. 06-CV-10933 (MLW)

**AFFIDAVIT OF GLENN E. MINTZER OF THE LAW OFFICES OF PETER G.
ANGELOS, P.C. SUBMITTED IN
SUPPORT OF LEAD COUNSEL'S PETITION FOR AN AWARD
OF ATTORNEY'S FEES AND REIMBURSEMENT OF EXPENSES**

STATE OF MARYLAND)
) ss.:
ANNE ARUNDEL COUNTY)

GLENN E. MINTZER, being of age and duly sworn, deposes and says:

1. I am a member of the law firm of THE LAW OFFICES OF PETER G. ANGELOS, P.C., one of the counsel for Lead Plaintiff Steamship Trade Association-International Longshoremen's Association Pension Fund in the above-titled action.

2. I respectfully submit this affidavit in support of my firm's application for an award of attorneys' fees in connection with services rendered in this action, as well as the reimbursement of expenses reasonably incurred by my firm in connection with this litigation. I have personal knowledge of the matters referred to herein.

3. My firm acted as one of Plaintiffs' counsel in this class action. Services rendered and work performed by my Firm in this action included the following: Review and coordination with lead counsel on various pleadings and motions throughout the litigation. The firm acted as liaison with lead plaintiff regarding the filing of motions and pleadings. Additionally, the firm participated in preparation for, negotiations of and the mediation session leading to the eventual settlement of this matter.

4. The schedule attached hereto as Exhibit 1 is a summary indicating the amount of time spent by each attorney of my firm who performed work in this litigation. The lodestar calculation is

based on my firm's current billing rates. Time expended in preparing this application for fees and reimbursement of expenses has not been included in this schedule.

5. As reflected in Exhibit 1, the total number of hours expended on this litigation by my firm in connection with the prosecution of this litigation is 82.20 hours. The total lodestar for my firm is \$32,880.00.

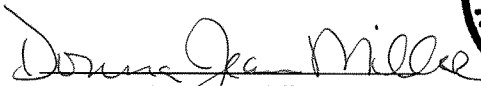
6. My firm's lodestar figures are based upon the firm's billing rates, which rates do not include charges for expense items. Expense items are billed separately and such charges are not duplicated in my firm's billing rates.

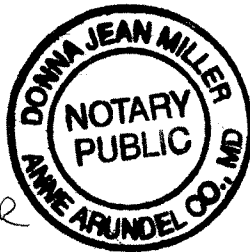
7. Attached hereto as Exhibit 2 is a detailed schedule of the unreimbursed expenses incurred by my firm in connection with the prosecution of this case, totaling \$1604.42.

8. The expenses incurred in this action are reflected on the books and records of my firm. These books and records are prepared from expense vouchers, check records and other source materials and are an accurate record of the expenses incurred. These records are available for review at the Court's request.


Glenn E. Mintzer

Sworn to before me this
25th day of April, 2008.


Notary Public



Commission Expires: 9/1/08

Exhibit 1

SUMMARY OF HOURS: LAW OFFICES OF PETER G. ANGELOS, P.C.

The following is a summary indicating the amount of time spent by each attorney at the Law Offices of Peter G. Angelos, P.C. who performed work in this litigation, IN RE AMERICAN TOWER CORPORATION SECURITIES LITIGATION:

<u>Attorney</u>	<u>Total Hours</u>	<u>Billing Rate</u>	<u>Amount</u>
Louis F. Angelos	51.75	\$400.00	\$20,700.00
Glenn E. Mintzer	30.45	\$400.00	\$12,180.00
TOTAL	82.20		\$32,880.00

Exhibit 2

Client Ledger Listing For 2007-6512, AMERICAN TOWER SECURITIES,

04/05/07	754919	PACER SERVICE CENTER (Inv. #040507GM)	10001-000	179160	7.76
		RESEARCH			
10/30/07	780412	LOU ANGELOS TRAVEL TO CA FOR MEDIATION	10001-000	184045	1596.66
		CONFERENCE ON 10/02/07 (INV) 113007			
		-		-	
		Current Balance			1604.42
		Invoice Total	0 - OPEN		
			2 - 10001-000	1604.42	
		Total Paid Invo		1604.42	

Law Offices of Peter G. Angelos - All Charges

<u>Date</u> =====	<u>Description</u> =====	<u>A/P Chk</u> =====	<u>Charge Amt</u> =====	<u>Paid Amt.</u> =====	<u>Bill Amt</u> =====	<u>Amt Due</u> =====
** Client: 2007-6512, AMERICAN TOWER						
04/05/07	PACER SERVICE CENTER (Inv. #040507GM)	179160	7.76	0.00	7.76	7.76
10/30/07	RESEARCH LOU ANGELOS TRAVEL TO CA FOR MEDIATION CONFERENCE ON 10/02/07 (INV) 113007	184045	1596.66	0.00	1596.66	1596.66
** Subtotal **			1604.42	0.00	1604.42	1604.42
*** Total ***			1604.42	0.00	1604.42	1604.42

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

IN RE AMERICAN TOWER CORPORATION
SECURITIES LITIGATION

No. 06-CV-10933 (MLW)

**AFFIDAVIT OF GARRETT J. BRADLEY OF THORNTON & NAUMES, LLP,
SUBMITTED IN SUPPORT OF LEAD COUNSEL'S PETITION FOR AN AWARD
OF ATTORNEY'S FEES AND REIMBURSEMENT OF EXPENSES**

Garrett J. Bradley, being of age and duly sworn, deposes and says:

1. I am a member of the law firm of Thornton & Naumes, LLP one of the counsel for Lead Plaintiff Steamship Trade Association-International Longshoremen's Association Pension Fund in the above-titled action.

2. I respectfully submit this affidavit in support of my firm's application for an award of attorneys' fees in connection with services rendered in this action, as well as the reimbursement of expenses reasonably incurred by my firm in connection with this litigation. I have personal knowledge of the matters referred to herein.

3. My firm acted as one of Plaintiffs' counsel in this class action. Services rendered and work performed by my Firm in this action included the following: research of Massachusetts case law and filing practices, review and filing of documents with the court, including motions for admission *pro hac vice*, motion for appointment as lead counsel and filing the amended complaint.

4. The schedule attached hereto as Exhibit 1 is a detailed summary indicating the amount of time spent by each attorney of my firm who performed work in this litigation. The lodestar calculation is based on my firm's current billing rates. This schedule was prepared from contemporaneous, daily time records regularly prepared and maintained by my firm, which are available for review at the request of the Court. Time expended in preparing this application for fees and

reimbursement of expenses has not been included in this schedule.

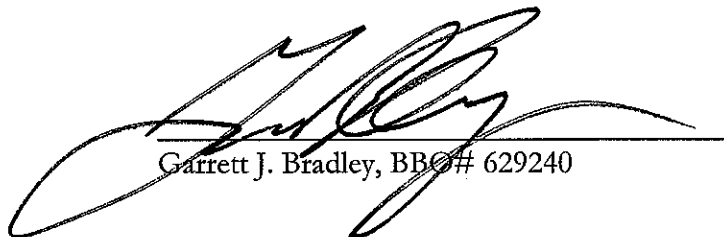
5. The hourly rates for the attorneys at my firm included in Exhibit 1 are the same as the regular current rates charged for their services in non-contingent matters and/or which have been accepted in other securities or shareholder litigations.

6. As reflected in Exhibit 1, the total number of hours expended on this litigation by my firm in connection with the prosecution of this litigation is 61.25 hours (61 hours and 15 minutes). The total lodestar for my firm is \$27,675.00.

7. My firm's lodestar figures are based upon the firm's billing rates, which rates do not include charges for expense items. Expense items are billed separately and such charges are not duplicated in my firm's billing rates.

8. Attached hereto as Exhibit 2 is a detailed schedule of the unreimbursed expenses incurred by my firm in connection with the prosecution of this case, totaling \$ 482.50.

9. The expenses incurred in this action are reflected on the books and records of my firm. These books and records are prepared from expense vouchers, check records and other source materials and are an accurate record of the expenses incurred. These records are available for review at the Court's request.


Garrett J. Bradley, BBO# 629240

Sworn to before me this
23rd day of April, 2008.

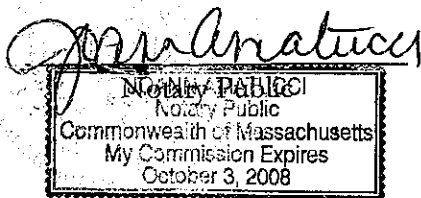


EXHIBIT 1

SUMMARY OF HOURS: THORNTON & NAUMES, LLP

The following is a summary indicating the amount of time spent by each attorney at Thornton & Naumes, LLP who performed work in this litigation, IN RE AMERICAN TOWER CORPORATION SECURITIES LITIGATION:

<u>Attorney</u>	<u>Total Hours</u>	<u>Billing Rate</u>	<u>Amount</u>
Garrett J. Bradley	31	\$600	\$18,600.00
Andrea C. Marino	30.25	\$300	\$9,075.00
TOTAL	61.25		\$27,675.00

EXHIBIT 2

UNREIMBURSED EXPENSES INCURRED BY THORNTON & NAUMES, LLP

The unreimbursed expenses incurred by Thornton & Naumes, LLP, in connection with the prosecution of this case, IN RE AMERICAN TOWER CORPORATION SECURITIES LITIGATION, are:

<u>Expense Item</u>	<u>Amount</u>
Motion for Admission Pro Hac Vice of Lynda Grant	\$50.00
Motion for Admission Pro Hac Vice of Ira Schochet	\$50.00
Motion for Admission Pro Hac Vice of Beth Hoffman	\$50.00
Motion for Admission Pro Hac Vice of David Goldsmith	\$50.00
Motion for Admission Pro Hac Vice of Stephen Tountas	\$50.00
Motion for Admission Pro Hac Vice of Joel Bernstein	\$50.00
Transcript Request, February 19, 2008 Hearing	\$182.50
TOTAL	\$482.50

EXHIBIT E

Attorney Fees in Class Action Settlements: An Empirical Study

*Theodore Eisenberg and Geoffrey P. Miller**

Study of two comprehensive class action case data sets covering 1993–2002 shows that the amount of client recovery is overwhelmingly the most important determinant of the attorney fee award. Even in cases in which the courts engage in the lodestar calculation (the product of reasonable hours and a reasonable hourly rate), the client's recovery generally explains the pattern of awards better than the lodestar. Thus, the time and expense of a lodestar calculation may be wasteful. We also find no robust evidence that either recoveries for plaintiffs or fees of their attorneys increased over time. The mean fee award in common fund cases is well below the widely quoted one-third figure, constituting 21.9 percent of the recovery across all cases for a comprehensive data set of published cases. A scaling effect exists: fees constitute a lower percent of the client's recovery as the client's recovery increases. Fees are also correlated with risk: the presence of high risk is associated with a higher fee, while low-risk cases generate lower fees. Fees as a percent of class recovery were found to be higher in federal than state court. The presence of "soft" relief (such as injunctive relief or coupons) has no material effect on the fee, regardless of whether the soft relief was included in the quantified benefit for the class used as the basis for computing the attorney fee. The study also addresses costs and expenses. Like fees, these display significant scale effects. The article proposes a simple methodology by which courts can evaluate the reasonableness of fee requests.

Of all the tasks facing trial court judges in class action litigation, one of the most difficult is determining an appropriate fee. Even in settled cases, the courts must determine that the fee is reasonable as part of their mandate to

*Eisenberg is Henry Allen Mark Professor of Law, Cornell Law School; Miller is Stuyvesant P. and William T. III Comfort Professor of Law, New York University Law School. Address correspondence to Theodore Eisenberg, Cornell Law School, Myron Taylor Hall, Ithaca, NY 14853; e-mail theodore-eisenberg@postoffice.law.cornell.edu.

We thank Kevin Clermont and Charles Silver for comments and Thomas P. Eisenberg, Nicolas Germain, Preetpal Grewal, and Erica Miller for research assistance.

protect the interests of absent class members. Courts employ different methodologies in performing this task. To date, however, they have rarely looked to empirical research for guidance as to the reasonableness of the fee. In part, the courts' failure to utilize empirical research is due to the relative paucity of available information. Existing empirical studies of attorney fees in class action cases are limited in scope and generally do not control for important variables.

This article provides a more comprehensive and analytically detailed study of attorney fees in class action cases. It uses two new databases. First, we compiled data on all state and federal class actions with reported fee decisions between 1993 and 2002, inclusive, in which the fee and class recovery could be determined with reasonable confidence. Second, we used information on class actions reported in the March–April 2003 edition of *Class Action Reports* (CAR), which contains more than 600 common fund cases from 1993 to 2002.¹ The data allow us to assess the determinants of court-awarded attorney fees and expenses in class action and shareholders derivative cases. The analysis should assist courts in evaluating requests by class counsel for awards of attorney fees and expenses.

We find that the level of client recovery is by far the most important determinant of the attorney fee amount. A scaling effect exists, with fees constituting a lower percent of the client's recovery as the client's recovery increases. The relation between fees and recovery is remarkably linear on a log scale, and is similar between cases in which no fee-shifting statute applies and cases in which the plaintiff had a right to seek reimbursement under a fee-shifting statute. The presence of high risk is associated with a higher fee, as is the presence of the case in federal rather than state court. Contrary to popular belief, we find no robust evidence that either recoveries for plaintiffs or fees of their attorneys as a percentage of the class recovery increased during the time period studied. Nor does the presence or absence of objectors to settlement have a discernable effect on fees. The presence of a settlement class—a class certified before the fee decision—is associated with lower fees but the effect is not statistically significant. The presence of “soft” relief (such as injunctive relief or coupons) has no material effect on the fee.

The dominance of the client's recovery as a determinant of the fee is nearly complete. Even in cases in which the courts engage in a lodestar

¹Stuart J. Logan, Jack Moshman & Beverly C. Moore, Jr., Attorney Fee Awards in Common Fund Class Actions, 24 *Class Action Rep.* 169 (2003).

calculation (the product of reasonable hours and a reasonable hourly rate), the client's recovery explains the pattern of awards better than (in non-fee-shifting cases) or as about as well as (in fee-shifting cases) the lodestar calculation. Indeed, the lodestar multiplier (fee award divided by the product of reasonable hours and reasonable hourly rate) is significantly negatively correlated with the percentage fee when only these two variables are analyzed, and is not significant in the overall regression analysis. These results cast doubt on whether the fees actually awarded by courts follow the frequent case-law admonition that fees determined on the percentage method should be checked for reasonableness against the lodestar calculation.

The article is structured as follows: Part I describes the problem courts face in assessing requests for fees and expenses and outlines the leading methodologies used to rule on such requests. Part II surveys prior empirical studies on attorney fees in class action cases. Part III outlines hypotheses about fees and describes the data. Part IV presents the results of our study. We end with a brief conclusion.

I. THE LEGAL BACKGROUND

All state and federal courts provide procedures for joinder of numerous plaintiffs (or defendants) into a class action in which parties not before the court are represented by a named plaintiff and by class counsel who, in the usual case, dominates and controls the litigation.² When a class action settles (or when, in rare cases, it results in a judgment for the class on the merits), class counsel is generally entitled to a fee award, either under a fee-shifting statute³ or through application of the common fund

²The named plaintiff's minimal role is stressed in, e.g., John C. Coffee, Jr., *The Regulation of Entrepreneurial Litigation: Balancing Fairness and Efficiency in the Large Class Action*, 54 U. Chi. L. Rev. 877 (1987); Jonathan R. Macey & Geoffrey P. Miller, *The Plaintiffs' Attorney's Role in Class Action and Derivative Litigation: Economic Analysis and Recommendations for Reform*, 58 U. Chi. L. Rev. 1 (1991). Securities fraud litigation under the Private Securities Litigation Reform Act of 1995, Pub. L. No. 104-67, 109 Stat. 737 (codified in 15 U.S.C. §§ 77, 78) may present a different situation. See Parts III.A.11 and IV.C.

³Fee-shifting statutes provide that, in designated cases, defendants must pay the reasonable attorney fees of prevailing plaintiffs. E.g., 42 U.S.C. § 1988(b) (2000) (fees in civil rights cases).

doctrine.⁴ All states and the federal courts also provide procedures under which a shareholder can, in appropriate circumstances, bring a derivative lawsuit in the name of the corporation. Here, too, the shareholder's attorney is generally entitled, if successful, to an award of fees under application of the "common benefit" rule.

The amount of fees and expenses paid to class counsel must ultimately be determined by the court. With respect to fee-shifting statutes and awards of fees under the common benefit rule in derivative cases, the fees will be paid by the defendant or by the corporation, neither of which have the ability to control the reasonableness of class counsel's fee demands. Without judicial supervision, counsel could make entirely unreasonable fee requests. In the case of fees from a common fund, counsel's request for compensation creates a direct conflict of interest with the class. Because class members are dispersed, disorganized, and typically have a relatively small stake in the outcome of the litigation, the class cannot protect itself against an unreasonable fee request. Again, court protection is required to prevent counsel from enriching themselves at the expense of the class.

Moreover, all class and derivative actions present the specter that counsel will "sell out" the class or the shareholders by agreeing to a low recovery in exchange for a generous fee. In common fund cases, the inappropriate bargain can take the form of a below-par settlement for the class coupled with a "clear sailing" agreement under which the defendant agrees not to object to (or even to pay directly) fees and expenses up to a certain amount. In fee-shifting and common benefit cases, similarly, the defendant can agree to pay class counsel's fees and expenses in an excessive amount coupled with inadequate relief for the class or the corporation. The risk of collusion with the defendant also necessitates judicial control over fees in all class action cases.

Determining proper fees and expenses, however, is problematic. As to expenses, courts review statements provided by counsel to assure that the items listed are properly compensable separately from the fee and to assess whether the amounts requested are reasonable. As to fees, ordinarily a much larger item than expenses, courts use different methodologies. At one time the most common method was to consider multiple factors, including the time and labor required, the customary fee, whether the fee is fixed or

⁴See *Alyeska Pipeline Serv. Co. v. Wilderness Soc'y*, 421 U.S. 240, 259 (1975) (describing history and function of the doctrine that plaintiffs' attorneys in class cases may be awarded fees from a common fund generated for the benefit of the class).

contingent, the amount involved and the results obtained, the experience, reputation, and ability of the attorneys, awards in similar cases, the nature and length of the professional relationship with the client, the time limitations imposed by the client or the circumstances, the preclusion of other employment by the attorney due to acceptance of the case, the novelty and difficulty of the questions, the skill needed to perform the legal services, and the “undesirability” of the case.⁵

The multifactor approach has the benefit of appearing to cover most of the important considerations. But, like most factor tests, it is difficult to apply in a consistent and coherent fashion. Some factors appear to be subjective, for example, the attorney’s reputation or the undesirability of the case. Others seem duplicative—the list includes both “the customary fee” and “awards in similar cases.” Further, the courts provide virtually no guidance as to how to weigh these factors or how to assess their impact if they cut in different directions. In practice, the multifactor approach approximates a discretionary grant of authority to the trial judge to set a reasonable fee based on his or her overall judgment about the case.

More recently, many courts, without necessarily repudiating the multifactor approach, have adopted two methodologies for determining fees that appear more objective and quantifiable: the lodestar and percentage methods. Under the lodestar method, as noted above, courts multiply the reasonable number of hours expended by counsel by a reasonable hourly rate and then adjust the product for various factors.⁶ The lodestar method has numerous flaws, however: courts cannot easily determine either the reasonable hours or the reasonable hourly rate; there are few protections against counsel exaggerating either or both; the calculation involves the courts in time-consuming and mind-numbing bean counting and risks transforming the fee determination into a collateral lawsuit; standards for determining any multiplier for the lodestar are unclear and potentially arbitrary; and the method creates a perverse incentive to counsel to waste time in order to run up the bill once a victory of some sort appears reasonably certain.

⁵The leading precedent outlining this multifactor approach is *Johnson v. Georgia Highway Express*, 488 F.2d 714, 717–19 (5th Cir. 1974).

⁶E.g., *Gisbrecht v. Barnhart*, 535 U.S. 789 (2002). For discussion, and a critique of the lodestar approach, see Charles Silver, *Unloading the Lodestar: Toward a New Fee Award Procedure*, 70 *Texas L. Rev.* 856 (1992); Charles Silver, *Due Process and the Lodestar Method: You Can’t Get There from Here*, 74 *Tulane L. Rev.* 1809 (2000).

The percentage fee fares better along these dimensions. Under this method, which resembles the contingency fee in individual tort cases, the court multiplies the amount recovered on behalf of the class by a percentage factor. The percentage method is easy to calculate, does not involve the court in fee audits, and does not create incentives to waste time. Although generally preferable to the lodestar method in cases where it can be used, the percentage method is also imperfect. In some cases (e.g., actions for injunctive relief or cases involving nonpecuniary relief such as hard-to-value coupons), the amount recovered may be difficult or impossible to quantify. Determining the proper percentage may be difficult, especially when the case is unusual in dimension (very large or very small) or especially difficult or risky. The percentage method provides an incentive for counsel to settle early in order to avoid expending low-return hours. And, unless adjusted for risk, the percentage method tends to overcompensate counsel in easy cases where the probability of recovery is high.

Perhaps in recognition that both the lodestar and percentage methods imperfectly estimate a reasonable fee, some courts adopt a blended approach that checks the percentage method for reasonableness against a lodestar calculation. This mixed approach may have value in correcting extreme cases in which the percentage approach alone would generate a windfall for class counsel, but it too is imperfect. Usually, when courts discuss a lodestar check, they do so with a view toward adjusting downward if the percentage approach alone results in an excessive fee. Thus, while it may correct for cases in which counsel would receive an exceptionally high hourly rate under the percentage method alone, the lodestar check does not usually adjust for cases in which counsel would receive an unusually low hourly rate. Thus, it may result in counsel being undercompensated on an aggregate basis. Further, because the lodestar check requires the lodestar calculation, it does not eliminate the burden on courts, the perverse incentive to run up hours, and the dangers of mini-trials.

Regardless of the methodology used, courts could benefit from reviewing empirical evidence on the amounts awarded in analogous cases. Courts in this setting engage in a process of appraisal, and any appraisal can properly take account of comparable transactions. In fact, courts frequently cite prior court precedents in which fees have been awarded. But courts almost never examine empirical research that could potentially provide more systematic and statistically controlled information about the determinants of awards. The following section surveys the existing literature and situates the current study against this backdrop.

II. PRIOR STUDIES

Several prior empirical studies shed light on attorney fees. Herbert Kritzer's work undermines myths about contingency fees in individual cases, including beliefs that their use involves little risk and that "contingency fee lawyers and their clients are routinely in conflict."⁷ Empirical analysis of adoption of the British Rule on fee shifting, under which the losing litigant pays the winner's fees, also promotes understanding of what might be achieved through fee reform.⁸

A few studies examine attorney fees in the class action setting. Studies by the National Economic Research Associates (NERA), an economic consulting firm, trace fees in securities class actions over the years. The most comprehensive NERA study, published in 1996, provides information on fee awards in settled securities class actions between 1991 and 1996, including mean and median awards of fees, and fees plus expenses as a percentage of settlement and as a function of increasing settlement amount.⁹ The 1996 NERA study also breaks fee awards down by federal circuit, finding a remarkable uniformity in such awards between roughly 30 to 33 percent of the settlement amount. A 1999 update of the NERA study increases the sample size to 733 cases, with similar empirical findings.¹⁰

⁷Herbert M. Kritzer, *Seven Dogged Myths Concerning Contingency Fees*, 80 Wash. U. L.Q. 739, 741 (2002) [hereinafter *Seven Dogged Myths*]. See also Herbert M. Kritzer, *Lawyer Fees and Lawyer Behavior in Litigation: What Does the Empirical Literature Really Say?*, 80 Tex. L. Rev. 1943, 1949–57 (2002); Herbert M. Kritzer, *Fee Arrangements and Fee Shifting: Lessons from the Experience in Ontario*, 47, Law & Contemp. Probs 125 (1984). For a classic treatment of fees, see Kevin M. Clermont & John D. Currivan, *Improving on the Contingent Fee*, 63 Cornell L. Rev. 529 (1978).

⁸Susanne Di Pietro et al., *Alaska Judicial Council, Alaska's English Rule Attorney's Fee Shifting in Civil Cases* (1995); Gary M. Fournier & Thomas W. Zuehlke, *Litigation and Settlement: An Empirical Approach*, 71 Rev. Econ. & Stat. 189, 191 & n.5 (1989); James W. Hughes & Edward A. Snyder, *Litigation and Settlement Under the English and American Rules: Theory and Evidence*, 38 J.L. & Econ. 225 (1995); Edward A. Snyder & James W. Hughes, *The English Rule for Allocating Legal Costs: Evidence Confronts Theory*, 6 J.L. Econ. & Org. 345 (1990).

⁹Denise N. Martin, Vinita M. Juneja, Todd S. Foster & Frederick C. Dunbar, *Recent Trends IV: What Explains Filings and Settlements in Shareholder Class Actions?* (NERA, Nov. 1996).

¹⁰Todd S. Foster, Denise N. Martin, Vinita M. Juneja & Frederick C. Dunbar, *Trends in Securities Litigation and the Impact of PSLRA* (NERA, June 1999). NERA's most recent iteration of the study does not provide information on fee or expense awards. Elaine Buckberg, Todd S. Foster, Ronald I. Miller & Adam Werner, *Recent Trends in Securities Class Action Litigation: Will Enron and Sarbanes-Oxley Change the Tides?* (NERA, June 2003).

A 1996 Federal Judicial Center study examines all class actions terminated between July 1, 1992, and June 30, 1994, in four federal district courts.¹¹ This study reports mean and median fee awards of between 24 and 30 percent of the net monetary distribution to the class.

The March–April 2003 *CAR* provides information on 1,120 common fund cases extending back to 1974.¹² These data are discussed below.

Finally, William J. Lynk analyzed 332 securities cases reported in a 1990 edition of *CAR*.¹³ Lynk found that mean fees and costs were 26.2 percent of the class recovery.

The present study differs from prior studies in several respects. Unlike the NERA and Lynk studies, which focus on securities class actions, or the Federal Judicial Center study, which examined class actions in four federal district courts, this study examines a full range of class action cases in all state and federal courts, using two independent data sets and comparing the results of these separate studies as a cross-check. The present sample covers 1993 to 2000; the Lynk study ends in 1990. Further, unlike prior studies other than Lynk's, the present study employs regression analysis to analyze the simultaneous effect of several variables on fees. The factors include some (such as risk) that have not previously been examined.

III. HYPOTHESES AND DATA DESCRIPTION

This part first describes the hypotheses we test and then describes the data sets used to test them.

A. Hypotheses

We started with several hypotheses about the determinants of fees and expenses in class action and shareholders' derivative cases and sought to design a study that tests those hypotheses against the two data sets. The factors that we believed shape fee awards are levels of client recovery, attorney time and effort, the category of case (e.g., securities, civil rights,

¹¹Thomas E. Willging, Laural L. Hooper & Robert J. Niemic, *Empirical Study of Class Actions in Four Federal District Courts: Final Report to the Advisory Committee on Civil Rules 4* (1996).

¹²Logan, et al., *supra* note 1.

¹³William J. Lynk, *The Courts and the Plaintiffs' Bar: Awarding the Attorney's Fee in Class-Action Litigation*, 23 J. Legal Stud. 185 (1994).

antitrust), the legal regime regulating fees applicable to the case (percentage of recovery, lodestar, and the presence of a fee-shifting statute), the riskiness of the case, the case's complexity, the presence of objectors to the fee, whether the recovery includes "soft" value to clients (such as coupons), whether a class was certified before the settlement, and whether the case was decided in federal or state court.

1. Case Size: The One-Third Fee

Substantial empirical evidence indicates that a one-third fee is a common benchmark in private contingency fee cases.¹⁴ But evidence also suggests that the one-third fee is not as dominant as is widely believed.¹⁵ Some regard one-third as a floor as well as a standard, with contingency fees often exceeding this percentage.¹⁶ Kritzer, however, found that *ex post* downward adjustments from a one-third fee are also common.¹⁷ Taken as a whole, the evidence suggests that one-third is the benchmark for privately negotiated contingent fees, but that significant variation up and occasional variation down exist as well.

Given this evidence, what fee levels should one expect to observe in court-approved class action settlements? One factor that might push fee percentages down as compared with individual contingent fee arrangements is

¹⁴See Herbert M. Kritzer, *The Wages of Risk: The Returns of Contingency Fee Legal Practice*, 47 *DePaul L. Rev.* 267, 285 (1998) ("[o]ne-third is the 'standard' contingency fee figure"). The one-third rule of thumb finds empirical support in James S. Kakalik, Patricia A. Ebener, William L.F. Felstiner, Gus W. Haggstrom & Michael G. Shanley, *Variation in Asbestos Litigation and Compensation Expenses* 84 *tbl. 1* (RAND ICJ 1984).

¹⁵Kritzer's empirical study of contingency fees in Wisconsin found that only 53 percent of cases in which the parties were free to specify a fee employed a one-third contingency fee. Kritzer, *supra* note 14, at 285. Kritzer also notes that federal or state statutes dictate or limit fees in several classes of cases, including Social Security disability cases, workers' compensation cases, and medical malpractice cases. *Id.* See also Kritzer, *Seven Dogged Myths*, *supra* note 7, at 759.

¹⁶For example, Lester Brickman states: "Standard contingency fees are typically at least one-third, forty and even fifty percent in cases settled before trial and often more than fifty percent [of the net recovery] in cases which go to trial." Lester Brickman, *ABA Regulation of Contingency Fees: Money Talks, Ethics Walks*, 65 *Fordham L. Rev.* 247, 268 (1996). Kritzer's analysis of RAND's data from its study of the federal Civil Justice Reform Act also reveals substantial variation. In fixed percentage cases, the one-third fee again dominated, but there was more evidence of cases involving higher percentage fees, supporting Brickman's observation. Kritzer, *Seven Dogged Myths*, *supra* note 7, at 760.

¹⁷Kritzer, *Seven Dogged Myths*, *supra* note 7, at 761.

the larger size of class actions. The aggregate nature of class action cases should lead to larger awards to the class, which could well translate into lower percentage fee awards to attorneys as a result of economies of scale. But other factors might tend to increase fee awards. Because aggregating claims increases the litigation stakes, the parties can be expected to expend more resources to litigate a class action than an individual case. These increased expenditures may justify a higher fee. Class actions are also by their nature more complex than individual actions. Among other matters, the class certification question is added to the plaintiffs' attorneys' tasks. Internal class management, possible competition from other lawyers for class representation, and coordination of legal teams in large cases could require lawyer effort and expertise not required in the typical contingency fee cases. Theory does not predict whether class action fees will be higher or lower than the norm in individual litigation. As a working hypothesis, we predicted that average fees are approximately the same as in nonclass cases—approximately one-third of the recovery.

We also hypothesized, however, that the one-third guide would not hold constant across case types. For example, this percentage likely breaks down for cases with substantial nonmonetary relief. Injunctive relief in civil rights cases, for example, does not translate easily into a dollar amount on which to base a fee. As nonmonetary relief increases, the fee as a percent of dollars recovered should be expected to increase. Further, we predict that the fee as a percentage of the class recovery will decrease as recovery increases due to economy-of-scale effects.

2. Lodestar Effects

Two different lodestar questions are worth separating. First, given the predicted relation between client recovery and fee award, does the lodestar calculation better explain fee awards than the client recovery? If the lodestar does not do a better job than client recovery at predicting fees, its efficacy could be challenged on efficiency grounds in light of the work that goes into the lodestar calculation as well as the requirement that the lodestar method imposes on counsel of keeping detailed time records. Second, does use of the lodestar method raise or lower the fee award over the percentage method at a given level of client recovery? There is virtually no inherent limit on the fee based on the size of class recovery in lodestar cases: in theory the only considerations are the reasonable hours and the reasonable hourly rate. It is true that cases with larger recoveries will tend, other things equal, to require greater attorney effort, so some correlation between case size and

lodestar fee can be expected, and also true that the lodestar fee could be below as well as above the percentage fee in a given case. But in the absence of the built-in limitation of the percentage fee, counsel in lodestar cases have an incentive to run up hours and to refuse settlement offers in order to continue earning fees. Thus we hypothesize that, other things equal, fees in lodestar cases will be larger than fees in percentage cases of similar magnitude.

3. Effort; Complexity

Some cases are more complex than others, either because the proof required is technical or difficult to obtain, because the procedural context or applicable legal rules are convoluted or unique, or because the dynamics of litigation between the parties generates difficulties such as motions to compel discovery, motions for protective orders, motions for sanctions, and appellate proceedings such as petitions for writs of mandamus and appeals. We hypothesize that the fee will increase with case complexity, and that this effect will be observed even when we control for attorney hours and for ex ante risk: that is, for any given level of expenditure of hours and any given level of risk, courts are likely to award a higher fee if they observe that the litigation is highly convoluted and complex.

The length of time a case has been pending (its age) is a reasonable, though admittedly imperfect, proxy for complexity, especially needed when no lodestar fee is reported. As a further indication of the effort needed in a case, we include in our analysis whether the opinion is that of an appellate or trial court. Cases pressed through appeal introduce an additional stage to the proceedings and can signal enhanced complexity. When attorney hours are not reported, a case's age can also serve as a rough measure of effort.

4. Risk

Plaintiffs' attorneys in class and derivative cases nearly always litigate the case on a contingent basis: they will be responsible for all litigation costs, including both the opportunity costs of their time and the expenses of the litigation, if the case fails.¹⁸ Because attorneys, like other economic actors, are

¹⁸The ethics rules of some states might be interpreted to make the representative plaintiff ultimately liable for litigation expenses, but in practice named plaintiffs do not assume this responsibility. See Geoffrey P. Miller, *Payment of Expenses in Securities Class Actions: Ethical Dilemmas, Class Counsel, and Congressional Intent*, 22 *Rev. of Litig.* 557 (2003).

expected to be risk averse, they demand compensation for the risk of nonsuccess in cases they take. That fees are adjusted for risk is widely accepted in the literature.¹⁹ Courts often discuss risk when assessing fees in class action settlements.²⁰ Consistent with theory and practice, we expect that risk increases fees: other things equal, as the *ex ante* risk of a case increases, the percentage fee awarded will also increase.

5. Payment by Defendant

In some cases, by statute or settlement, the defendant will pay the fee in addition to the agreed settlement amount. The influence of payment by the defendant on fees is ambiguous. If the court accepts that the defendant's fee payment is truly in addition to the client's recovery, the court may feel less need to scrutinize the fee. The additional fee is not coming out of the clients' pockets and less need exists for the court to protect the class. On this view, the defendant paying the fee could lead to increased fees because judicial scrutiny would be lower and because class counsel has a self-interest in obtaining the largest possible fee. On the other hand, paying the fee enhances the defendant's incentive to bargain vigorously over the fee in a settled case or to present strong arguments to reduce the fee in a litigated case. When the defendant truly separately negotiates the fee level, it has the obvious incentive to keep the fee as low as possible. Under this view, defendants' paying fees should be associated with lower fees to plaintiffs' counsel.

6. Objectors

Objections to fee awards could signal different things. The objectors' economic calculus suggests that they should tend to find it worthwhile to object in larger cases. Expending resources to undermine a class action settlement signals that someone, objecting counsel or their clients, believes the stakes large enough to voice concerns. They are more likely to so believe in larger cases than in smaller cases, because the objector has a chance for receiving

¹⁹E.g., Kritzer, *Seven Dogged Myths*, *supra* note 7, at 256, 265.

²⁰E.g., High-risk cases: *In re Unisys Corp. Retiree Med. Benefits ERISA Litig.*, 886 F. Supp. 445 (E.D. Pa. 1995); *McLendon v. Continental Group, Inc.*, 872 F. Supp. 142 (D.N.J. 1994); *In re Shell Oil Refinery*, 155 F.R.D. 552 (E.D. La. 1993). Low-risk cases: *Hanlon v. Chrysler Corp.*, 150 F.2d 1011, 1017, 1018 n.2 (9th Cir. 1998); *In re Prudential Ins. Co. of Am. Sales Practices Litig.*, 148 F.3d 283 (3d Cir. 1998); *Conley v. Sears, Roebuck & Co.*, 222 Bankr. Rep. 181, 183–86 (D. Mass. 1998).

a larger commission from the class counsel to drop the objection. Objector presence could also signal that the award to counsel is too high. Objectors presumably value having some prospect of succeeding in their objection. They are more likely to succeed when a fee award they challenge is too high relative to an objectively proper fee than when the fee award is too low. Thus we hypothesize that the existence of an objector will correlate with lower fees, other things equal, and also that objectors will tend to appear in larger cases.

7. Interaction Between Lodestar Multiplier and Percentage

As noted above, many courts check the attorney fees determined by the percentage method against the lodestar award. The idea is that if the percentage fee grossly exceeds the lodestar amount, the attorney would be receiving a windfall, and the courts should adjust the fee downward to a more reasonable range. Courts may also use an informal lodestar check, even in cases where the check is not explicitly conducted, by granting a higher fee percentage in cases where they observe counsel expending unusually great efforts in the case. We predict, therefore, that there will be a strong negative correlation between the lodestar multiplier (fee award divided by the lodestar) and the percentage fee awarded, and that this interaction will hold even when other factors are held constant.

8. Soft Relief

Some believe that class action settlements systematically constitute better deals for the lawyers than for the clients. This fear is perhaps most often present in cases in which clients' recoveries consist in large part of non-monetary relief such as coupons for defendants' products.²¹ Conflicts of interest between class clients and class counsel have led critics to question counsels' loyalty and ability to achieve fair awards for class members.²² It is

²¹See Severin Borenstein, *Settling for Coupons: Discount Contracts as Compensation and Punishment in Antitrust Lawsuits*, 39 J.L. & Econ. 379 (1996); Christopher R. Leslie, *A Market-Based Approach to Coupon Settlements in Antitrust and Consumer Class Action Litigation*, 49 UCLA L. Rev. 991 (2002); Geoffrey P. Miller & Lori S. Singer, *Nonpecuniary Class Action Settlements*, 60 Law & Contemp. Probs. 97 (1997); Martha Neil, *New Route for Class Actions*, 89 A.B.A.J. 48 (2003); Note, *In-Kind Class Action Settlements*, 109 Harv. L. Rev. 810 (1996).

²²Elliott J. Weiss & John S. Beckerman, *Let the Money Do the Monitoring: How Institutional Investors Can Reduce Agency Costs in Securities Class Actions*, 104 Yale L.J. 2053, 2065 (1995).

thus worth exploring the degree to which “soft” relief influences the amount of fees awarded to counsel in cases where soft relief is significant.

Soft relief may influence fees in two ways. In some cases, the court assigns a value to the soft relief and includes that value in the measure of the class recovery against which a percentage fee is assessed. These are the cases where class attorneys are often criticized for artificially inflating the assessed value of the case by including questionable coupons or other unwanted items in order to enhance their fees.²³ Our hypothesis is that such “included” soft relief will be negatively correlated with the fee percentage. The idea is that the court will perceive that the soft relief does not have the full economic value attributed to it, and accordingly will award a somewhat lower fee percentage to protect the class against a potentially excessive fee; or alternatively that counsel will pump up the assessed value of the class recovery with soft relief, then provide comfort to the court approving the fee by seeking a below-average percentage of the relief so obtained.

In other cases, the settlement includes items of soft relief that are not explicitly valued by the court and included in the class recovery against which fees are assessed under the percentage method. For example, the case may include defendant’s commitment to refrain from engaging in the challenged conduct, thus benefiting class members and others in the future. If the court does not value this commitment, it will not be included in the quantified relief obtained by the class and will not be explicitly accounted for in the attorney fees. Our hypothesis is that “nonincluded” soft relief will be positively correlated with the percentage fee. Courts, in this hypothesis, will award a more generous fee because they want to account, at least roughly, for the added value that counsel has provided to the class and others by the nonincluded relief.

9. Federal Versus State Courts

We hypothesized that attorney fees as a percentage of the class recovery would tend to be higher in state court class actions than in federal class

²³E.g., Lloyd Milliken, Jr., *Fixing the Broken Class Action Lawsuit System*, 47 *Res Gestae* 19 (2003) (proposed federal legislation “provides additional consumer protections to prevent egregious settlements that give lawyers millions of dollars while leaving the plaintiffs with worthless coupons”); Kendra S. Langlois, Note, *Putting the Plaintiff Class’ Needs in the Lead: Reforming Class Action Litigation by Extending the Lead Plaintiff Provision of the Private Securities Litigation Reform Act*, 44 *Wm. & Mary L. Rev.* 855 (2002). Professor Leslie proposed that when coupon relief is awarded, counsel should also receive coupons as part of their fee. Leslie, *supra* note 21. The Texas legislature recently adopted a variant of his proposal. 2003 Tex. Sess. Law Serv. Ch. 204 (H.B. 4) (Vernon’s).

actions, for two reasons.²⁴ One reason is the potential for “reverse auctions” in state courts.²⁵ The multidistrict litigation process often results in consolidating overlapping federal court class actions in a single jurisdiction, with the forum being chosen by a neutral panel of judges rather than the litigants. Overlapping state court class actions, however, are not consolidated in a single state.²⁶ With multiple actions to choose from as a settlement vehicle, defendants are potentially able to negotiate settlements that sell out the class in exchange for a generous fee for class counsel. If such reverse auctions occur, their effect might be observed in the form of a higher average percentage fee. Because reverse auctions are more likely in state court than in federal court class actions, we hypothesize a higher average percentage fee in state court actions.

In addition, fees may be higher in state courts because counsel may be able to file in remote jurisdictions with few judges and significant potential home-court advantage.²⁷ These attorneys likely select state court jurisdictions that they believe will be generous with fee awards.²⁸

10. Settlement Classes

Some courts and commentators are suspicious of “settlement classes,” in which a case may be certified for settlement purposes even if it does not

²⁴We initially assumed that state court class action recoveries are smaller than federal recoveries. In nonclass action litigation, federal cases tend to be larger than state cases. E.g., Theodore Eisenberg, Jeffrey J. Rachlinski & Martin T. Wells, *Reconciling Experimental Incoherence with Real World Coherence in Punitive Damages*, 54 *Stan. L. Rev.* 1239, 1266 (2002). If the fee percent decreases as recoveries increase, then the average fee percent observed in federal court would tend to be lower than the percent observed in state courts. But our data reveal no statistically significant difference in the distributions of federal and state class action recoveries in non-fee-shifting cases.

²⁵On reverse auctions, see John C. Coffee, Jr., *Class Wars: The Dilemma of the Mass Tort Class Action*, 95 *Columbia L. Rev.* 1343, 1350 (1995); Bruce Hay & David Rosenberg, “Sweetheart” and “Blackmail” Settlements in Class Actions: Reality and Remedy, 75 *Notre Dame L. Rev.* 1377, 1389–91 (2000).

²⁶See Geoffrey P. Miller, *Overlapping Class Actions*, 71 *N.Y.U.L. Rev.* 514 (1996).

²⁷See *Interstate Class Action Jurisdiction Act of 1999: Hearings on H.R. 1875 Before the House Comm. on the Judiciary*, 106th Cong. 81 (1999) (evidencing concerns about class counsel cherry-picking judges in state court class actions by filing in remote locations).

²⁸Cf. Lynn M. LoPucki & Joseph W. Doherty, *Why Are Delaware and New York Bankruptcy Reorganizations Failing?*, 55 *Vand. L. Rev.* 1933 (2002) (suggesting relation between professional fees and forum in bankruptcy reorganizations).

meet all the criteria for certification of a litigation class.²⁹ In particular, settlement classes do not need to satisfy the manageability requirement of Rule 23(b)(3) because the proposal is that no trial will occur.³⁰ One concern about settlement classes is that they may be a vehicle for counsel to present an inadequate or collusive settlement to the court. If this concern is justified, we might expect to observe higher-than-average fees being awarded in such cases. On the other hand, the effect of settlement classes is ambiguous. Because such settlements often occur early in the litigation at a time when class counsel have not expended a large number of hours on the case, counsel could obtain a very large hourly rate even while accepting an average percentage of the recovery. Further, some courts have indicated that they will exercise enhanced scrutiny over settlements presented in the settlement class context.³¹ If courts do exercise effective enhanced scrutiny, this might check the tendency of counsel to reward themselves with excessive fees in the settlement class context.

11. Securities Versus Other Types of Litigation

The structure of settlements and fees may differ in securities litigation compared to other class action litigation. The Private Securities Litigation Reform Act of 1995 (PSLRA)³² applies only to securities class actions. In such actions, the PSLRA requires that the lead plaintiff choose the counsel for the class, subject to court review.³³ The choice for lead plaintiff is presumptively the member of the class who volunteers for the job and who has the largest financial stake.³⁴ This presumption is rebuttable only by evidence that such plaintiff “will not fairly and adequately protect the interests of the class”

²⁹For particularly virulent condemnation of one settlement class, see Susan P. Koniak & George M. Cohen, *Under Cloak of Settlement*, 82 *Virginia L. Rev.* 1051 (1996).

³⁰See *Amchem Prods. Inc. v. Windsor*, 521 U.S. 591 (1997).

³¹E.g., *General Motors Corp. Pick-Up Truck Fuel Tanks Prod. Liab. Litig.*, 55 F.3d 768, 805 (3d Cir. 1995); *Weinberger v. Kendrick*, 698 F.2d 61, 73 (2d Cir. 1982).

³²15 U.S.C. § 78u-4(a)(3) (2000).

³³15 U.S.C. § 78u-4(a)(3)(B)(v) (2000).

³⁴15 U.S.C. § 78u-4(a)(3)(B)(iii)(I)(bb) (2000).

or “is subject to unique defenses that render such plaintiff incapable of adequately representing the class.”³⁵

The PSLRA’s requirements generate conflicting predictions with respect to the expected level of fees in securities litigation. On the one hand, the Act’s assurance that a large-stakes plaintiff will control the choice of counsel should promote selection of class counsel that is more accountable to the class than class counsel selected by other methods. This greater client control, if realized in practice, ought to reduce the fees in securities litigation because the client, not class counsel, would be in charge. On the other hand, greater client control of securities litigation may lead to selection of superior class counsel. When class counsel select themselves, counsel may be skilled at obtaining securities cases but less skilled at prosecuting them. When plaintiffs with a large financial stake select counsel, there may be an increased tendency to shop for the highest-quality counsel rather than to accept the counsel who happened to trigger the case filing. Greater counsel quality may warrant a higher percentage fee award than in other categories of cases.³⁶ The time period encompassed by our data allow exploring effects specific to securities litigation. The PSLRA does not apply to private actions commenced before and pending on December 22, 1995.³⁷ Since our data include cases commenced before and after the PSLRA’s effective date, we can observe whether the PSLRA materially changed the pattern of fee awards in securities cases.

12. Expenses

We also started with certain hypotheses regarding costs and expenses of litigation—those amounts often paid to reimburse counsel for funds expended in the course of the litigation. Costs and expenses, as used here, do not include the value of attorneys’ time. We predict that costs and expenses will be positively correlated with gross class recovery, age of case, presence of an appeal, the lodestar amount, and the amount of the counsel fee. We predict that costs and expenses will be negatively correlated with the presence of a settlement class (because if the case settles prior to certifica-

³⁵15 U.S.C. § 78u-4(a)(3)(B)(iii)(II)(aa), (bb) (2000).

³⁶There may be grounds to question this hypothesis, however, if the mix of class counsel is roughly the same post-PSLRA as pre-PSLRA.

³⁷Private Securities Litigation Reform Act of 1995, Pub. L. 104-67, § 202 (1995).

tion, counsel will not have to expend resources on proving manageability and also will conserve on notice expenses).

B. Data and Coding Conventions

To test these hypotheses we assembled a comprehensive database of published cases. We searched in the WESTLAWTM “AllCases” database using the search “settlement & ‘class action’ & attorney! w/2 fee! & date(=[1993–2002]).” This search’s results were checked against a search of the LEXISTM “Mega” database using the same search terms. We also compiled lists of citations in the cases found by these search requests and included any additional cases meeting the basic search criteria. We further checked the list against the CCHTM Federal Securities and Trade Regulation Reporters. Once cases had been identified by this method, we sometimes gathered additional information about case characteristics from other sources, for example, information on the Internet or docket entries in the U.S. Courts PACER system. These searches yielded an initial list of 449 cases.

Two of the most important variables for our purposes are the fee and the client recovery. The fee was ascertainable in 417 class action cases.³⁸ Where expenses are identifiable, we separated them out and did not include them in the fee. The client recovery was usually available from the opinion and a usable amount was coded in 370 cases. If the court stated a range of value, we used the midpoint. If there was no better estimate available but a maximum recovery value could be ascertained, we used the maximum possible recovery. If the court estimated the relief at “over” a sum, the sum that was the minimum was used. Where the settlement amount included post- or prejudgment interest, we included that in the amount of the settlement.

To code the court’s fee calculation method, we tracked whether the court engaged in a lodestar calculation and, if so, the purity of the lodestar approach. This generated three fee method categories: (1) percent method cases in which no lodestar calculation exists, (2) cases in which a lodestar calculation exists but as a check on the percent or in combination with the percent, and (3) pure lodestar cases in which the lodestar method was the exclusive method used. If the lodestar amount was not specified, but could be estimated with reasonable accuracy, we included it. We used plaintiffs’ own estimates of their lodestar only when these estimates were not contested by the court. We also noted when the lodestar amount could not be

³⁸If the litigation had the characteristics of a class action, even if not certified, we included it. This occurred only for certain employment discrimination cases.

calculated from the opinion. Where there was a range reported for multipliers, we used the midpoint.

For many other variables, coding was reasonably straightforward. The presence of an objector to the settlement, whether the case was in federal or state court, whether the defendant paid the fee, and whether soft relief constituted part of the recovery were all reasonably ascertainable from the opinions. We were often able to detect the presence of a settlement class by statements in the judicial opinion. It is possible, however, that in some cases the court may have approved a settlement involving a settlement class without announcing this fact and without providing other indicia in the opinion that the class had not previously been certified. Where nothing was said or could be inferred about the presence of a settlement class, we coded the case as a litigation class, keeping in mind the possibility that some of these cases may in fact have been undetectable settlement classes and that some degree of error is thus inevitable with respect to this variable.

In employment discrimination and civil rights cases, two prominent categories of fee-shifting statute cases, the amount of the relief to the class, as expected, often was difficult to quantify because a primary element of relief in such cases was often injunctive. For civil rights cases involving only injunctive relief, the cost to the defendant was used when this was available. In some fee-shifting cases, the court awarded attorney fees but it was impossible to estimate the amount of class damages. These fee and recovery coding conventions led to usable values for the fee amount and the client recovery, our two core variables, in 362 cases.

We coded the age of the case based on the opinion date and the date of filing, as reported in the opinion. We were able to calculate the age for 350 of the 362 cases.

Risk was not discussed in each opinion. Therefore, coding it depends on assuming that it was not prominent in cases in which courts did not mention it. We divided the cases into three risk categories. If nothing was said about risk or if the court's discussion suggested a normal degree of risk, the case was coded as being medium risk. If the court affirmatively indicated the existence of substantial risk, or if exceptional risk was evident from the facts or procedural history of the case, we coded the case as having high risk. If the court indicated or the facts otherwise indicated that the case was very likely to generate a substantial recovery for the class at the time it was brought, we coded the case as low risk.

One qualification about using published opinions is in order. This data set looks only to opinions that, for whatever reason, were published in some readily available form. The data set omits opinions that were not published.

Obviously, therefore, we have not included the full universe of cases in our data set. Although published opinions are not necessarily representative of the universe of all cases, they can lead to important insights. Our quantitative statements are, of course, estimates, but they represent substantially more informed estimates than those made without comprehensive knowledge of the opinions. In one important respect, opinions are representative: for judges seeking to inform their fee decisions with knowledge of other cases, published opinions are the prime source of data.³⁹ Further, as discussed immediately below, we checked the results of the published opinion data set against the results of the *CAR* data, which do include nonpublished opinions (but are less representative than the published opinion data set in other respects, e.g., by including only common fund cases).

CAR describes its data⁴⁰ and we leave the detailed description to that publication. The *CAR* data, updated in 2003 after an initial 1990 study, include 1,120 common fund cases, of which 630 are in the period 1993–2002. The *CAR* data emphasize securities cases, which are likely oversampled in relation to nonsecurities cases.⁴¹ For the period 1993 to 2002, securities cases comprise 77 percent of the *CAR* cases compared to 39 percent of the published opinion data we assembled. The opinion data contain 276 nonsecurities cases (before reduction for missing data) compared to 147 nonsecurities cases in the *CAR* data. So the *CAR* editors gather more securities cases than are available through standard legal research databases. For nonsecurities cases, however, the *CAR* data do not contain all class action cases that are available in standard research databases. In addition, the *CAR* data exclude selected cases, including those in which class members received coupons.⁴² Another difference is that the *CAR* data do not contain certain variables, such as risk, that often are ascertainable in the published opinion data.

³⁹Cf. Theodore Eisenberg & Sheri Lynn Johnson, *The Effects of Intent: Do We Know How Legal Standards Work?*, 76 Cornell L. Rev. 1151, 1195 (1991).

⁴⁰24 Class Action Rep. at 167–68, 194–97.

⁴¹To account for the possible imbalance in either or both data sets, we have run, but do not report here, our principal regression models with weighting schemes designed to reflect the overweighting of securities cases in the *CAR* data and the possible underweighting of securities cases in our data. No material change in our principal results emerged.

⁴²24 Class Action Rep. at 194.

IV. EMPIRICAL RESULTS

Because fees so commonly represent a percent of the client's recovery, a natural starting point for studying fees is describing client recovery levels. For example, if client recoveries have increased over time, attorney fees should also be expected to increase in absolute amount even if not as a percent of the client recovery.

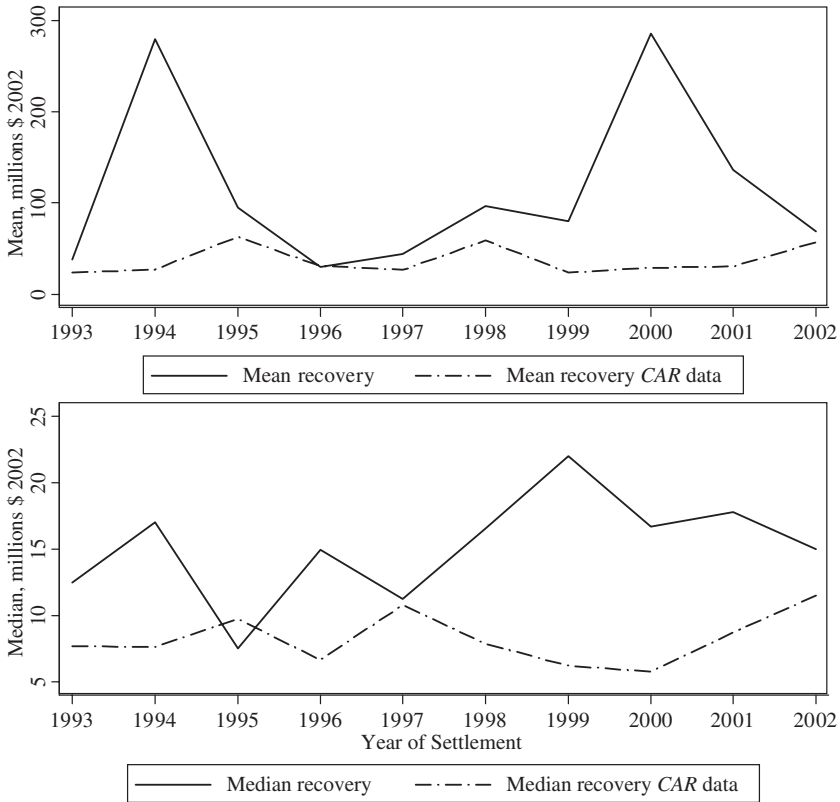
A. Client Recovery Levels

For the 370 cases for which we have client recovery data in the published opinion database, the mean gross recovery was \$100 million in inflation-adjusted 2002 dollars, and the median gross recovery was \$11.6 million. Figure 1 shows the mean and median client gross recovery for the years 1993 through 2002 in inflation-adjusted 2002 dollars. To complement our data, we report the mean and median recoveries from the *CAR* cases for this period, which show a mean gross recovery of \$35.4 million in inflation-adjusted 2002 dollars and a median gross recovery of \$7.6 million. The figure suggests that the mean client recovery has not noticeably increased over the last decade. A few large awards led to unusual peaks at over \$200 million in the mean for the reported opinion data in 1994 and 2000. But the time trend in the mean is not noticeably upward over time.

The median recovery in our data shows more upward growth. But a relatively high period from 1999 to 2002 ends with the median award at \$15 million, below where it was in 1994 and about where it was in 1996. Also, there is no statistically significant time trend in the median award. Even the ad-hoc approach of basing a time-trend inquiry on the observed peak in 1999, and post-1999 recovery levels, yields no significant result. If one divides recoveries into those received prior to 1999 and those received in 1999 and later, one cannot reject the hypothesis that the median recovery is the same for the two periods ($p = 0.161$). The *CAR* data show no upward movement in the median recovery over time. Thus, neither the mean nor the median recovery support popular and professional perception that recoveries in large class action cases are ever-increasing.⁴³

⁴³Cf. Ellen Kelleher, *AIG Intensifies Efforts on Tort*, Financial Times 16, 2003 WL 62023040 (Sept. 4, 2003) (referring to "a sudden rise in jury awards as well as increased risks of class action and corporate governance issues"). But there is a sense in which perceptions about class action recoveries are correct. The amounts plaintiffs recover in class action cases far exceed, on average, recoveries in other cases, even those that reach trial. For example, the median

Figure 1: Time trends in recoveries, 1993–2002.



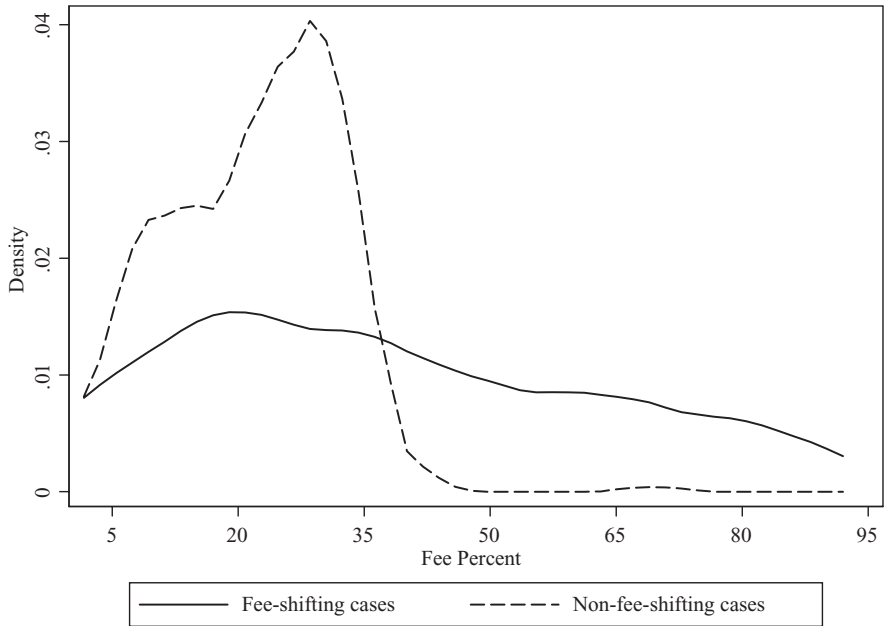
SOURCES: Reported class action settlements with fee awards; 24 *Class Action Rep.* 169.

B. Fee Awards

We first discuss fee-award levels separately in relation to four major influences: legal regime (fee shifting or not), case category, client recovery level, and time. We then assess the influence of these and other factors in regression models.

award in state-court tried tort cases in 1996 was \$31,000. Bureau of Justice Statistics, U.S. Dep't of Justice, Bulletin No. NCJ-179769, *Tort Trials and Verdicts in Large Counties, 1996*, at 6 (Aug. 2000). Comparing recoveries per plaintiff could be done using the number of class members.

Figure 2: Distribution of attorney fee awards, 1993–2002, by fee-shifting status.



NOTE: Kernel density estimates.

SOURCE: Reported class action settlements with fee awards.

1. Legal Regime, Case Category, and Fee Method

Preliminary examination of fee awards shows substantial heterogeneity in the fee award based on whether the case involved a fee-shifting statute. Figure 2, which shows the distributions of fee-award percents, shows that the two kinds of fee awards differ. Non-fee-shifting cases result in a relative paucity of awards above 35 percent of the client recovery. Fee-shifting cases have a much wider distribution of awards. Two factors explain this difference. First, because fees in common fund cases are often awarded under the percentage-of-recovery method, the highest permissible percentage award sets a ceiling. In fee-shifting cases, fees are usually calculated under the lodestar method, which is not dependent in any formal sense on the amount of class recovery.⁴⁴ Thus one would expect a wider range of fees in fee-

⁴⁴The lodestar method of computing fees has been the dominant method in federal statutory fee-shifting cases since 1984. See *Gisbrecht v. Barnhart*, 535 U.S. 789, 801 (2002).

shifting than in percentage cases.⁴⁵ Second, recoveries tend to be lower in fee-shifting cases than in percentage cases, thus justifying a higher fee as a percent of the recovery in light of scale dis-economies.

Table 1 summarizes fees as a percent of recoveries by fee-shifting status and case category for our published opinion data in Panel A and by case category for the *CAR* data in Panel B.⁴⁶ Panel A's "Total" row confirms the substantial differences between fee-shifting and non-fee-shifting cases and the greater dispersion of fees in fee-shifting cases shown in Figure 2. The table also breaks down the case categories in which counsel fees are awarded in class action and derivative cases. Securities law class actions tend to dominate, comprising over 40 percent of the non-fee-shifting cases and 39 percent of all cases, and an even greater proportion of the *CAR* data. But other categories, including antitrust and consumer cases, contribute a substantial number of cases. Securities cases also tend to have higher fee-award percents, though not the highest. The median securities case fee percent is 25.0 percent in our data compared to 20.0 percent for nonsecurities, non-fee-shifting cases, a highly statistically significant difference ($p = 0.0002$). We defer trying to interpret this difference until controlling for other factors in the regression models below. For now, it is worth noting that in non-fee-shifting cases, the axiomatic one-third fee is inaccurate; a fee of 20 to 25 percent of the recovery better describes reality.

Descriptive statistics about the fee percent awarded, now broken down by the court's method of computing fees, appear in Table 2. Consistent with Table 1, Table 2 shows higher percentage awards in fee-shifting cases. It also shows that the lodestar method differs in its effect depending on the degree to which it dominates. In non-fee-shifting cases, the pure percent method and the mixed method, in which both percent and lodestar play a role, yield quite similar fee percents. This pattern holds for both the published opinion data and for the *CAR* data, which do not differentiate between pure lodestar

⁴⁵This is not a complete explanation: fees in some common fund cases are awarded on a pure lodestar basis, which would not be subject to any theoretical percentage ceiling, while fees in some fee-shifting cases are determined under the percentage method when counsel seeks an award from the common fund rather than under the fee-shifting rule. The distinction holds true, however, in the vast majority of cases.

⁴⁶We included in the category of "Consumer" cases brought under the Fair Debt Collection Practices Act. Products liability cases are included in the Tort category. Shareholder derivative actions are included in the Corporate category.

Table 1: Fee-Award Percent Summary by Legal Regime and Case Category

Category	Non-Fee-Shifting Cases				Fee-Shifting Cases			
	Mean	Median	SD	N	Mean	Median	SD	N
A. Published Opinion Data, 1993–2002								
Antitrust	21.4	23.3	9.9	36	—	—	—	—
Civil rights	37.0	37.0	1.4	2	26.1	31.3	17.3	7
Consumer	16.2	13.0	10.6	52	55.2	51.8	20.2	18
Corporate	20.4	20.0	11.5	15	—	—	—	—
Employment	25.3	23.4	9.6	7	37.5	31.8	21.7	16
ERISA/pension	22.0	24.0	7.8	7	24.4	16.2	26.4	15
Mass tort	18.3	18.7	7.0	7	—	—	—	—
Securities	24.1	25.0	8.9	142	—	—	—	—
Tax refund	13.1	11.5	9.7	6	—	—	—	—
Tort	17.9	19.6	9.2	10	—	—	—	—
Other	24.8	27.5	8.1	19	22.5	23.0	20.4	3
Total	21.9	23.2	9.9	303	37.5	33.0	25.9	59
B. Class Action Reports Data (CAR), 1993–2002								
Antitrust	26.8	28.4	7.1	31	—	—	—	—
Consumer	24.3	25.0	8.5	48	—	—	—	—
Civil rights	23.5	25.5	11.0	4	—	—	—	—
Derivative	33.3	33.3	—	1	—	—	—	—
Employment	25.5	25.7	7.6	17	—	—	—	—
Environmental	30.5	30.5	7.8	2	—	—	—	—
Government regulation	29.7	29.7	—	1	—	—	—	—
Labor/wage/pension	22.9	26.4	10.6	30	—	—	—	—
Mass tort	17.6	17.0	6.9	8	—	—	—	—
Securities	27.9	30.0	7.4	483	—	—	—	—
Taxpayer	3.5	3.5	—	1	—	—	—	—
Utilities	20.3	20.3	1.7	2	—	—	—	—
Social welfare/entitlements	16.9	16.9	4.4	2	—	—	—	—
Total	27.0	30.0	7.9	630	—	—	—	—

NOTE: Fee shifting and non-fee-shifting are the two legal regimes for the published opinion data. The CAR data include only common fund cases. The first column identifies the case categories, which differ between the two data sets.

SOURCES: Reported class action settlements with fee awards; 24 *Class Action Rep.* 169.

cases and mixed cases. But the more finely tuned coding in the published opinion data indicate that the pure lodestar method tends to reduce the fee percent. The pattern shifts in fee-shifting cases. Now the pure lodestar method tends to increase awards compared to the other methods (which may be employed in the settlement context). We again defer reaching conclusions until we control for other factors in the regression models.

Table 2: Fee-Award Percent Summary by Fee Method and Legal Regime

<i>Fee Method</i>	<i>Non-Fee-Shifting Cases</i>				<i>Fee-Shifting Cases</i>			
	<i>Mean</i>	<i>Median</i>	<i>SD</i>	<i>N</i>	<i>Mean</i>	<i>Median</i>	<i>SD</i>	<i>N</i>
A. Published Opinion Data, 1993–2002								
Percent	22.3	24.0	9.9	197	26.7	30.0	14.1	17
Mixed percent/lodestar	22.9	25.0	9.0	68	24.3	23.0	10.8	9
Pure lodestar	17.2	16.5	10.5	38	46.6	50.1	28.4	33
B. Class Action Reports Data (<i>CAR</i>), 1993–2002								
Percent	27.5	30.0	7.5	370	—	—	—	—
Lodestar	26.3	29.6	8.4	260	—	—	—	—

NOTE: Fee shifting and non-fee-shifting are the two legal regimes for the published opinion data. The *CAR* data include only common fund cases and do not include a variable distinguishing fee-shifting from non-fee-shifting cases. The first column identifies the fee methods. The *CAR* data do not contain a separate “Mixed percent/lodestar” method category. Their percent method cases are likely dominated by what we code as percent cases in the opinion data. Panel A shows the numerical dominance of this category over the mixed category in the published opinion data.

SOURCES: Reported class action settlements with fee awards; 24 *Class Action Rep.* 169.

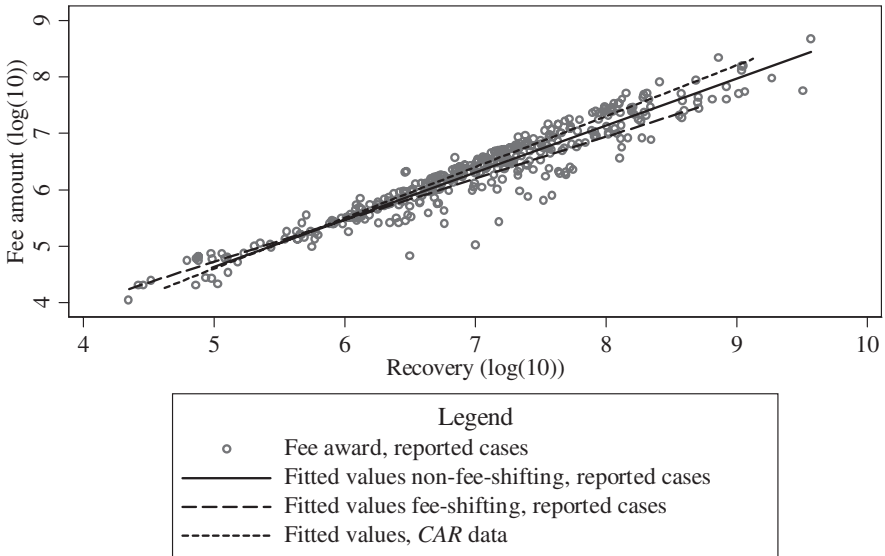
2. Client Recovery Level and Fee Award

Figure 3 shows the strong correlation between the fee amount and the client recovery. Each small circle represents a case’s fee amount and client recovery in the published opinion data.⁴⁷ As the client recovery increases, so does the fee. This is not in itself particularly noteworthy. The surprising feature of the pattern is how tight the relation is. To the extent cases depart from the pattern, they tend to do so by having low fee amounts. That is, the data points most distant from the central pattern tend to lie below, not above, the pattern.

In addition to the scatter plot of individual award-recovery points, Figure 3 contains three lines. Each line represents the best-fitting regression line for a set of data. The solid line represents the best-fitting regression line for non-fee-shifting cases in our reported cases data. The line represented by long dashes represents the best-fitting regression line for fee-shifting cases in our reported cases data. The line represented by the short dashes represents the best-fitting regression line for the *CAR* data. These one-variable regression models are impressive for all three data sets. The model explains 89 percent of the variance in non-fee-shifting reported cases and 90 percent

⁴⁷A scatter plot of the *CAR* data looks virtually identical in pattern to Figure 3.

Figure 3: Fee amount versus recovery, 1993–2002.



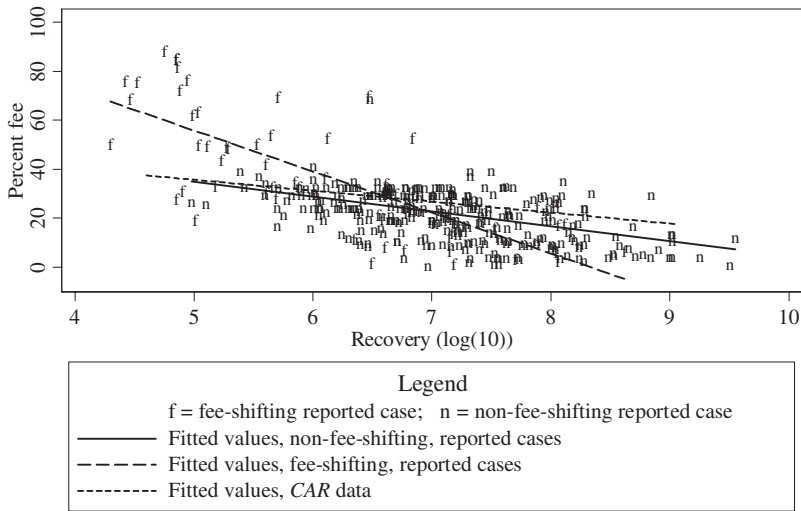
SOURCES: Reported class action settlements with fee awards; 24 *Class Action Rep.* 169.

of the variance in fee-shifting reported cases.⁴⁸ For the *CAR* data, the model explains 94 percent of the variance. Also reasonably impressive is the similarity of the fee-shifting and non-fee-shifting regression lines (slopes of 0.83 for non-fee-shifting cases and 0.74 for fee-shifting cases) and the *CAR* data line (slope of 0.90). No obvious theoretical reason exists to predict this close fit between the results in the fee-shifting and non-fee-shifting regimes. The fact that fees across the two regimes (and the *CAR* data) vary so similarly with recovery suggests that courts may be engaging in an intuitive approach that awards fees in log-linear relation to class recovery regardless of the formal methodology being used to calculate the fee.⁴⁹

⁴⁸Although the figure's lines are similar, they do differ at statistically significant levels. A Chow test of whether the coefficient on the client recovery variable is the same in the two samples yields $p = 0.0049$. The fee-shifting cases start with a higher intercept but then have a relatively flatter slope than the non-fee-shifting cases.

⁴⁹The different distributions of the fee percents in fee-shifting and non-fee-shifting cases shown in Figure 2, and their similarity in relation to awards in Figure 3, raise the question of where the Figure 2 differences arise. The differences are largest for the smaller client recoveries that

Figure 4: Fee percent versus recovery, 1993–2002.



SOURCES: Reported class action settlements with fee awards; 24 *Class Action Rep.* 169.

The relation between the fee percent (in contrast to the fee amount) and client recovery is also of interest. Figure 4 explores this relation. Like Figure 3, the figure combines a scatter plot of individual reported opinion cases with separate best-fitting regression lines for fee-shifting and non-fee-shifting reported cases, and the CAR data. In addition, the figure separately identifies fee-shifting reported cases, designated with an “f,” and non-fee-shifting reported cases, designated with an “n.”

Two major points emerge from the figure. First, all three data sets reveal a scale effect. As client recovery increases, the fee percent decreases. The regression lines, which differ in slope and intercept ($p < 0.0001$), nevertheless share a substantially negative correlation with the size of the client’s recovery. The simple regression models explain substantially less of the fee percent than they did of the fee level. In non-fee-shifting cases, the model

are more common in fee-shifting cases, which generate the high percentage fees. If one limits the fee-shifting cases to those with recoveries in excess of \$2 million, the slope on the fee-shifting regression line is 0.82, just about the same as the slope for the non-fee-shifting reported cases.

explains 25 percent of the variance, in fee-shifting cases, it explains 57 percent of the variance, and in the *CAR* data it explains 15 percent of the variance.⁵⁰ Second, fee-shifting cases dominate in the upper-left quadrant of the figure—corresponding to low-recovery, high-fee percent cases. They are scarce in the high-client-recovery range of cases.

3. Fee Percentage and Lodestar Multiplier

As noted above, judges frequently use the lodestar amount as a check for reasonableness even when they set the fee by the percentage method. Courts may be unwilling to award high percentage fees when doing so would result in attorney compensation far exceeding the lodestar amount, and conversely may be willing to award higher-than-normal percentage fees when the fee calculated by the percentage method would fall significantly below the lodestar. Thus, if the lodestar check is effective, we would expect to see a strong negative correlation between the lodestar multiplier (fee award divided by lodestar amount) and the fee as a percentage of the recovery.

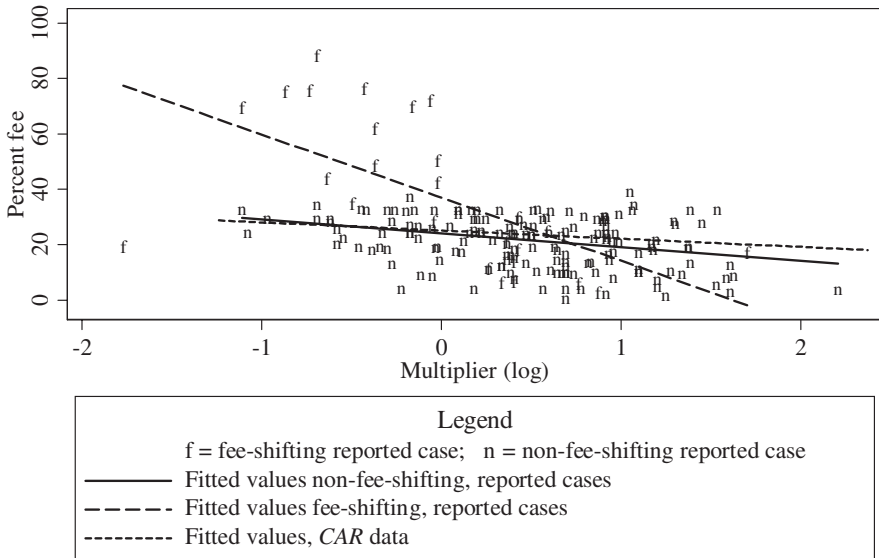
Figure 5 shows a scatter plot of the relation between lodestar multipliers and percentage fees in the reported opinion data set, as well as the best-fitting regression lines. We limit these cases to those in which the multiplier is present and not equal to one. As can be seen, the prediction of a negative correlation is confirmed. Using only the multiplier (log) to explain the fee percent explains 10 percent of the variance in non-fee-shifting cases, 34 percent of the variance in fee-shifting cases, and 4 percent of the variance in the *CAR* data.

4. Time Trends for Fees

The hypothesis that attorney fees are increasing over time finds little support in our data. Figure 6 shows the essential facts. Neither the mean nor the median level of fee awards has increased over time, either for non-fee-shifting, fee-shifting, or *CAR* cases—a result largely confirmed by the regressions reported below. In one sense, this should come as no surprise. The fee level is fundamentally linked to the client's recovery. Since client recoveries have not increased over time, fee awards should not have been expected to increase. In another sense the result is intriguing. No real-dollar increase in the level of fee awards in major cases over the course of a decade is not

⁵⁰The simple regression models used here for pictorial purposes are not entirely appropriate, given the skewed nature of the dependent variable. We report more appropriate models below.

Figure 5: Fee percent versus multiplier, 1993–2002.



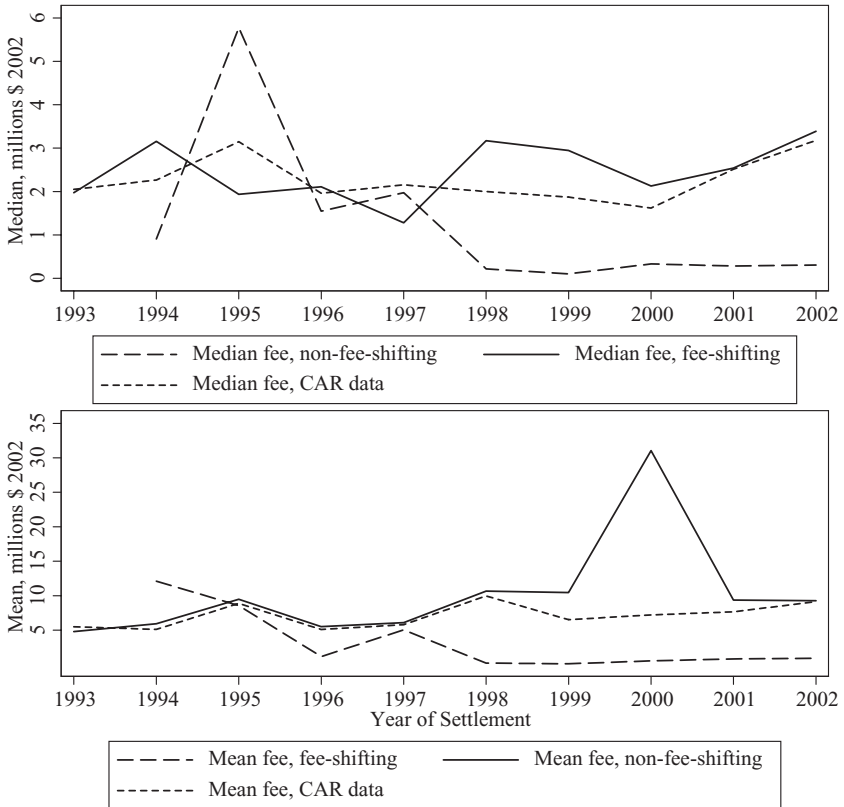
SOURCES: Reported class action settlements with fee awards; 24 *Class Action Rep.* 169.

the sort of fact we are accustomed to hearing. Impressions of fees as ever-increasing need greater empirical support than has been offered to date.

The figure does reveal an occasional peak, such as the one in the mean non-fee-shifting awards in 2000. As one might expect, most of the spike is the product of a few awards—in this case two very large fee awards, over \$200 million, on recoveries of about \$3.6 billion and \$700 million. But the pattern of mean fee awards quickly returned to historical levels in 2001 and 2002. In fee-shifting cases, conclusions in any direction should be more tentative. As Table 2 shows, the data include only about six awards per year, on average, so both the mean and median are based on thin data. Indeed, we exclude 1993 from the fee-shifting lines in the graph because only one (high) award is in the database.

In the interest of complete reporting, we do find bits of evidence, reported in Figure 7, suggesting that fee awards as a percentage of recovery increased over time. Figure 7 shows a slight upward slope over time for the median fee percent in fee-shifting cases and a similar upward trend for the mean fee percent in non-fee-shifting cases. But the model of fee percent for fee-shifting cases in Table 4 shows no such time effect. A median regression

Figure 6: Class action attorney fee awards over time.



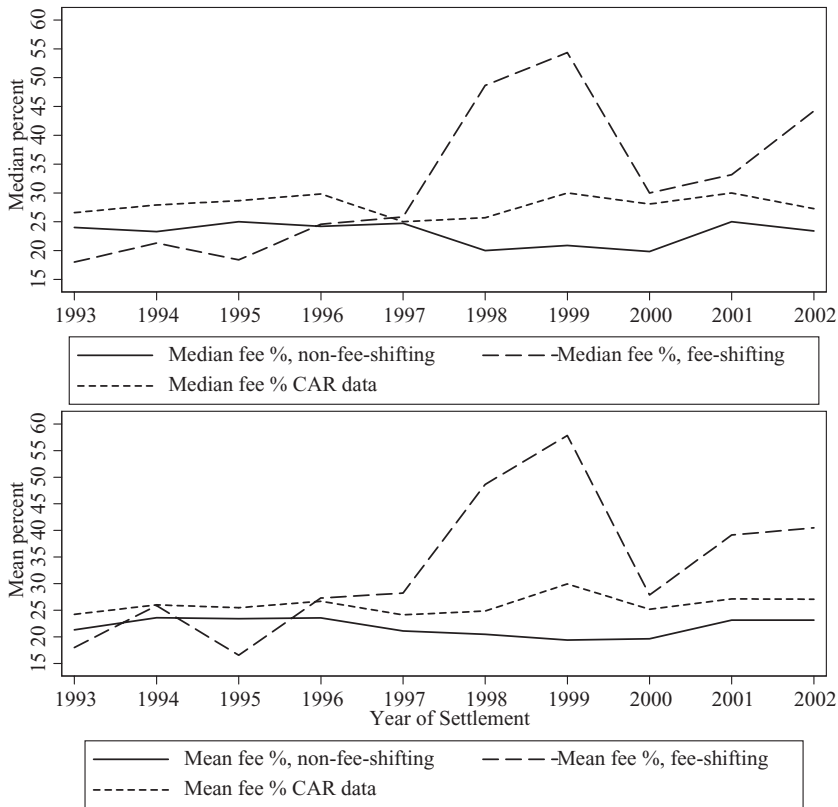
SOURCES: Reported class action settlements with fee awards; 24 *Class Action Rep.* 169.

model for the fee-shifting cases also failed to detect an increasing time trend. And the *CAR* data on fee percents, also reported in Figure 7, show no such time trend.

5. Regression Models; Other Factors

We explore the relation to fee awards of the above and other factors in regression models. Table 3 contains descriptive statistics for each factor in the published opinion data. Dollar amounts are in inflation-adjusted 2002 dollars. We then combine the factors discussed so far and the other variables motivated by Part III's hypotheses to model the fee level and fee percent.

Figure 7: Fee percents over time.



SOURCES: Reported class action settlements with fee awards; 24 *Class Action Rep.* 169.

Table 4 reports the results of models of the fee as a percent of client recovery and of the fee amount itself. Given the differences in the award distributions of fee-shifting and non-fee-shifting cases, we report separate models for the two legal regimes, supplemented by models for the *CAR* data.

Client Recovery; Lodestar. Regression analysis generates several interesting results. The most salient observation, confirming Figure 3, is that the overwhelming determinant of fee is the amount of the recovery for the class. In all models with “Gross recovery” as an explanatory variable, this variable is highly statistically significant in explaining either the fee amount or the fee as a percent of the client’s recovery.

Table 3: Descriptive Statistics by Legal Regime and Relation to Fee Award

Variable	Mean	Median	SD	Mean Fee Percent With/Without Characteristic	Correlation with Fee Percent/Fee Level	Significance of Relation to Fee Percent	Significance of Relation to Fee Level	N
A. Fee-Shifting Cases								
Gross recovery (thousands)	22,958.99	1305.89	72,051.55	—	−0.374/0.577	0.004	0.000	59
Gross recovery (log)	6.13	6.12	1.13	—	−0.770/0.947	0.000	0.000	59
Lodestar (log)	5.56	5.41	0.70	—	−0.517/0.951	0.000	0.000	42
Multiplier (log)	0.00	0.00	0.51	—	−0.462/0.667	0.002	0.000	43
Age of case (log years)	1.21	1.39	0.79	—	−0.432/0.493	0.001	0.000	57
Year	1999.58	2000.00	2.50	—	0.187/−0.337	0.156	0.004	59
Appellate case	0.12	0.00	0.33	33.2/37.9	—	0.663	0.013	59
Defendant paid	0.70	1.00	0.46	43.4/27.5	—	0.036	0.089	59
Federal case	0.89	1.00	0.31	37.9/31.7	—	0.673	0.139	59
High-risk case	0.16	0.00	0.37	27.9/39.4	—	0.258	0.023	59
Low-risk case	0.07	0.00	0.25	53.1/36.0	—	0.165	0.069	59
Objector	0.20	0.00	0.40	16.3/42.3	—	0.001	0.001	59
Mixed percent/lodestar	0.12	0.00	0.33	24.3/39.9	—	0.119	0.158	59
Pure lodestar approach	0.59	1.00	0.49	46.6/25.9	—	0.008	0.046	59
No multiplier	0.29	0.00	0.46	29.8/40.3	—	0.268	0.644	59
Nonincluded soft relief	0.01	0.00	0.11	3.5/38.1	—	0.127	0.301	59
Included soft relief	0.17	0.00	0.38	33.6/38.5	—	0.778	0.460	59
Settlement class	0.24	0.00	0.43	34.0/39.2	—	0.539	0.231	58

Table 3: Continued

<i>Variable</i>	<i>Mean</i>	<i>Median</i>	<i>SD</i>	<i>Mean Fee Percent With/Without Characteristic</i>	<i>Correlation with Fee Percent/Fee Level</i>	<i>Significance of Relation to Fee Percent</i>	<i>Significance of Relation to Fee Level</i>	<i>N</i>
B. Non-Fee-Shifting Cases								
Gross recovery (thousands)	115,469.44	15,000.00	444,929.26	—	−0.324/0.497	0.000	0.000	303
Gross recovery (log)	7.20	7.18	0.82	—	−0.510/0.943	0.000	0.000	303
Lodestar (log)	6.27	6.32	0.61	—	−0.030/0.921	0.690	0.000	179
Multiplier (log)	0.42	0.41	0.61	—	−0.293/0.477	0.000	0.000	179
Age of case (log years)	1.05	1.10	0.63	—	0.146/0.135	0.012	0.016	293
Year	1997.79	1998.00	2.99	—	−0.018/0.073	0.761	0.176	303
Appellate case	0.16	0.00	0.37	21.2/21.9	—	0.304	0.704	303
Defendant paid	0.18	0.00	0.39	11.8/23.5	—	0.000	0.502	303
Federal case	0.77	1.00	0.42	22.4/18.8	—	0.024	0.027	303
High-risk case	0.19	0.00	0.39	25.0/20.9	—	0.001	0.000	303
Low-risk case	0.13	0.00	0.34	15.2/23.0	—	0.000	0.536	303
Objector	0.36	0.00	0.48	19.4/23.4	—	0.000	0.000	303
Mixed lodestar/percent	0.18	0.00	0.39	22.9/21.5	—	0.201	0.043	303
Pure lodestar approach	0.13	0.00	0.33	17.5/22.4	—	0.004	0.055	303
No multiplier	0.48	0.00	0.50	22.3/21.5	—	0.541	0.163	303
Beneficial soft relief	0.12	0.00	0.33	17.2/22.6	—	0.001	0.065	303
Questionable soft relief	0.07	0.00	0.26	20.7/21.9	—	0.719	0.505	303
Settlement class	0.34	0.00	0.48	20.4/22.6	—	0.053	0.831	294

SOURCE: Reported class actions with fee awards, 1993–2002. Significance levels are *p*-values.

Table 4: Regression Models of Fee Percent and Fee Amount

	Published Opinions, No Fee Shifting				Published Opinions, Fee Shifting				Class Action Reports							
	Dependent Variable =				Dependent Variable =				Dependent Variable =							
	1	2	3	4	5	6	7	8	9	10	11	12				
	Fee Amount				Fee Percent				Fee Amount				Fee Percent			
Gross recovery (log)	0.839** (49.33)		0.859** (38.38)	-0.714** (10.70)	0.763** (11.29)	0.751** (9.04)		-1.400** (3.87)	0.895** (73.06)		0.898** (33.54)		-0.530** (9.39)			
Lodestar amount (log)		1.050** (29.47)				0.997** (10.61)				1.194** (26.67)						
Lodestar dummy	-0.038 (1.43)			-0.160 (1.48)	0.023 (0.25)			0.426 (0.77)	-0.050** (3.67)				-0.222** (3.40)			
Defendant pays	-0.226** (4.13)	0.067 (0.88)	-0.233** (2.99)	-0.895** (4.60)	0.009 (0.12)	0.087 (0.88)	0.076 (0.81)	0.266 (0.65)								
Age (log years)	0.051* (2.10)	-0.080* (1.99)	0.022 (0.55)	0.203* (2.16)	-0.064 (1.42)	-0.051 (0.79)	-0.084+ (1.83)	-0.562+ (1.83)	0.046** (3.58)	-0.142** (2.97)	0.050 (1.41)	0.254** (4.09)				
Appellate opinion	-0.023 (0.44)	0.017 (0.26)	-0.090 (1.13)	0.009 (0.05)	0.333* (2.55)	0.159 (1.23)	0.380* (2.19)	2.158* (2.42)								
Federal case dummy	0.120* (2.28)	0.071 (1.01)	0.078 (0.87)	0.539* (2.53)	0.063 (0.47)	-0.033 (0.31)	-0.001 (0.01)	0.446 (0.52)								
High-risk case dummy	0.113** (3.58)	0.081 (1.55)	0.082* (2.13)	0.529** (3.80)	0.172+ (1.91)	0.221 (1.67)	0.192 (1.61)	0.814+ (1.69)								
Low-risk case dummy	-0.134** (3.46)	-0.066 (1.21)	-0.109* (2.18)	-0.616** (4.06)	-0.009 (0.10)	-0.077 (0.58)	-0.059 (0.50)	-0.364 (0.54)								

Table 4: Continued

	Published Opinions, No Fee Shifting Dependent Variable =			Published Opinions, Fee Shifting Dependent Variable =			Class Action Reports Dependent Variable =					
	1	2	3	4	5	6	7	8	9	10	11	12
	Fee Amount			Fee Percent		Fee Amount		Fee Percent		Fee Amount		Fee Percent
Objector dummy	-0.031 (0.91)	0.032 (0.73)	0.010 (0.20)	-0.132 (0.94)	0.053 (0.38)	0.408* (2.47)	0.053 (0.31)	0.577 (0.72)				
Nonincluded soft relief	0.009 (0.21)	0.021 (0.40)	-0.033 (0.51)	-0.079 (0.47)	-0.238 (1.17)	0.173 (0.94)	-0.216 (0.80)	-0.639 (0.66)				
Included soft relief	-0.022 (0.37)	0.072 (0.94)	0.063 (0.83)	0.077 (0.34)	0.060 (0.89)	-0.021 (0.19)	0.073 (0.95)	0.042 (0.10)				
Settlement class	-0.005 (0.15)	0.016 (0.35)	0.024 (0.57)	-0.044 (0.33)	-0.148 (1.63)	-0.140 (0.94)	-0.171 (1.35)	-0.618 (1.14)				
Year	0.003 (0.70)	-0.008 (0.93)	0.013* (2.36)	0.019 (0.98)	-0.009 (0.67)	-0.010 (0.67)	-0.015 (0.71)	-0.032 (0.41)	0.002 (1.21)	0.006 (0.70)	0.005 (0.74)	0.014 (1.39)
Constant	-6.211 (0.67)	15.035 (0.92)	-25.905* (2.34)	-28.514 (0.74)	18.618 (0.71)	20.933 (0.67)	30.028 (0.73)	77.321 (0.50)	-4.837 (1.18)	-13.089 (0.75)	-10.119 (0.74)	-19.159 (0.95)
Observations	288	175	175	288	56	41	41	56	626	130	130	626
Adj. R ²	0.92	0.87	0.91	0.49	0.95	0.95	0.94	0.65	0.94	0.86	0.93	0.25
Root MSE	0.20	0.24	0.21	0.85	0.21	0.21	0.22	1.24	0.15	0.26	0.19	0.73

Robust *t* statistics in parentheses.
+ significant at 10%; *significant at 5%; **significant at 1%.
NOTE: Dependent variables are fee percent, transformed to square roots, and fee amount, transformed to logs. For the published opinion data, the sample is divided into fee-shifting and non-fee-shifting cases. Dummy variables for case categories are in the models but are not reported. A joint test of their significance in the published opinion data fails to reject the null hypothesis. They are highly significant in the CAR data. Variables not in the CAR models are not readily available in the CAR data. Root MSE is root mean squared error.
SOURCES: Reported class actions with fee awards, 1993–2002; 24 *Class Action Rep.* 169.

This is not a surprising result for common fund cases, given that fees in many such cases are determined as a percent of the class recovery. Gross recovery for the class is also highly significant, however, for fee-shifting cases, notwithstanding the fact that, in theory at least, court-awarded fees in such cases are not a function of the amount of class recovery. As Figure 3 shows, log scales reveal a positive linear relationship between fees and recovery in our data set of decided cases for both common fund and fee-shifting cases, as well as for the *CAR* data.

Focusing on a subset of the data—those cases with a computable lodestar amount reported—suggests that, in comparison to the client recovery, the lodestar fares poorly as a cost-effective way of calculating the fee, especially in non-fee-shifting cases. This conclusion emerges from comparing the second and third models for each of the three data sets—Models 2 and 3, 6 and 7, and 10 and 11. These models, by necessity, are limited to the subset of cases in which a lodestar award can be calculated⁵¹ because we cannot test the lodestar calculation without information to compute the lodestar. We compare the ability of the client recovery variable to explain the fee with the ability of the lodestar calculation variable to explain the fee.

Consider first Models 2 and 3, those for non-fee-shifting cases. Table 3 shows that the lodestar-based Model 2 explains 87 percent of the variance in the fee award whereas the client-recovery-based Model 3 explains 91 percent of the variance. The client recovery model also has a lower root mean squared error. On both grounds it is preferable to the lodestar model. Yet it requires less effort to produce a client-recovery-based fee than a lodestar fee since the lodestar requires judicial scrutiny of hours and determination of hourly rates. The pattern is similar in the subset of the *CAR* data that allows computation of the lodestar. The client recovery Model 11 explains more variance with lower error than the lodestar Model 10. Only in the fee-shifting case data does the lodestar enjoy an advantage, but the advantage in both the percent of variance explained and the error seems trivial compared to the cost of computing the lodestar. And in the models that use fee percent as the dependent variable, client recovery models far outperform lodestar models. So whatever minor difference in fee the lodestar may yield in fee-shifting cases, it is hard to justify its time and expense in non-fee-shifting cases.

⁵¹For the *CAR* data, the lodestar amount is calculated by multiplying the hours awarded times the lodestar hourly rate.

In the models of fee percent, Models 4, 8, and 12, the negative, significant coefficient on gross recovery⁵² is worth highlighting. This scale effect—fee percent decreases as client recovery increases—provides empirical support for the normative justification underlying class actions. By aggregating smaller claims into a single larger action, economies of scale in legal services are achieved, which can be passed onto class members in the form of enhanced recoveries. Reform efforts that might undermine class actions should consider this efficiency.

The results for the lodestar dummy variable confirm the story suggested by Table 2. The lodestar method is associated with lower fees in non-fee-shifting cases and with higher fees in fee-shifting cases. The size of the coefficient is similar in the non-fee-shifting opinion models and the *CAR* data models. It is likely more significant in the *CAR* data because of that sample's larger number of cases. In addition, when we refine the samples down to a more common set of cases—securities cases in Table 5—the lodestar dummy variable behaves similarly in our data and in the *CAR* data.

At the same time, in models not reported here, we found no significance in the lodestar multiplier as an explanatory variable when added to the client-recovery-based model. We added this variable to Models 1, 4, 5, 8, 9, and 12, and one cannot reject the hypothesis that its coefficient is zero.⁵³ This is despite frequent judicial statements that the lodestar should be used to check the reasonableness of the fee awarded by the percentage method. The principal determinant of the fees awarded in class actions is the size of the class recovery, not the lodestar or lodestar multiplier.

Complexity. We expected a case's age to serve as a proxy for case complexity or attorney effort. In either case, it should be associated with increased fee awards. Table 3 presents mixed evidence about this hypothesis. Most of the nine models that use the client recovery as explanatory

⁵²We constructed the same models using net recovery rather than gross recovery as the key explanatory variable. No material change in results was observed.

⁵³In models that limit the sample to cases reporting a lodestar and a multiplier, and that use the lodestar as an explanatory variable, the multiplier is significant. But these cases are in fact calculating the award by multiplying the lodestar. Since the multiplier is an after-the-fact adjustment to settle on a fee, the explanatory power of models using the lodestar and multiplier in lodestar cases is tautologous. These models have R^2 in excess of 0.99. Our question is whether one can explain the fee award without use of the after-the-fact multiplier.

In general, due to the smaller number of fee-shifting cases, results for these cases should be regarded as more tentative than results for non-fee-shifting cases.

variables show a significant association between case age and both fee amount and fee percent. But the association is positive in the non-fee-shifting and *CAR* common fund cases and negative in the fee-shifting cases.

The non-fee-shifting and *CAR* results square well with intuition. The fee-shifting result, even though only marginally significant, is somewhat mysterious, indicating that courts award lower fees in fee-shifting cases as the cases age. One possible explanation is that older fee-shifting cases may tend to be larger cases that cannot be settled quickly. If so, the client recovery effect may swamp the expected increase in the lodestar fee award due to the greater number of hours required of counsel as cases age. In fact, age and client recovery are substantially correlated in fee-shifting cases ($\rho = 0.481$; $p = 0.0001$) but not in non-fee-shifting cases ($\rho = 0.064$; $p = 0.270$). The coefficient for the age variable is positive if one omits client recovery from the model.

The non-fee-shifting and *CAR* models, Models 2 and 9, that use the lodestar as an explanatory variable also require explanation because the age variable changes sign and is significantly negatively related to the fee recovery. This may be because the lodestar fee is based on hours and already captures the time component of the case. If, as is likely, hours increase with case age, the lodestar amount should be more highly correlated with age than the client recovery. This turns out to be true, to a modest extent. The correlation between lodestar amount and age ($\rho = 0.272$; $p = 0.0002$) in non-fee-shifting cases is stronger than the correlation between client recovery and age ($\rho = 0.064$; $p = 0.270$). This stronger relation between lodestar amount and age persists in the *CAR* data ($\rho = 0.363$; $p < 0.0001$). The coefficient for the age variable is positive if one omits the lodestar amount from the model.

Another proxy for complexity is the presence of an appellate opinion. This was not significant in the published opinion data set for non-fee-shifting cases, but was significant for fee-shifting cases. It is difficult to interpret why the results vary between these two.

Risk. Risk influences fee awards in the expected manner. When courts mention risk in a way that we interpret as reflecting high risk, or when we could otherwise confidently code risk as high, there is a significant association with both the fee level and the fee percent. The sign on the high-risk variable coefficient is uniformly positive. Cases we interpret as being low risk, on the other hand, are associated with lower fees. The low-risk variable coefficient is always negative in both fee-shifting and non-fee-shifting cases. The

significance of the risk effects varies in non-fee-shifting and fee-shifting cases. In all non-fee-shifting models, a test of the hypothesis that the high- and low-risk variable coefficients are equal can be rejected at or beyond the 0.03 level. In the fee-shifting cases, the magnitude of the high-risk case effect is larger, as evidenced by the larger coefficients, but the test of the hypothesis that the two risk variables have equal coefficients can be rejected only at the 0.10 to 0.16 levels, depending on the particular model. The smaller fee-shifting sample may explain the less significant results.⁵⁴

Defendant Pays. In non-fee-shifting cases, payment by defendant is associated with lower fee levels and percents, except in the seemingly inferior model using the lodestar as an explanatory variable. This result is consistent with the view that defendants exercise care to keep the fee low when they are paying it in addition to the client recovery. The absence of an effect in fee-shifting cases may be due to the fact that the defendant pays the fee in a substantial majority of fee-shifting cases.

Objectors. With the exception of one model, we cannot reject the hypothesis of no significant relation between the presence of an objector and the fee award. To alleviate the concern that the presence of an objector is not exogenous, we explored a simultaneous equation model in which the existence of an objection is modeled along with the fee award. The objection model included the fee award as an explanatory variable. Higher client recoveries and fee awards are significantly associated with the presence of an objector. For example, the median recovery in a case with an objector is \$35 million; the median recovery in a case without an objector is \$6.7 million. But the core objector-related result in Table 4 survived. We could not reject the hypothesis of no change in fee award in the presence of an objector.

⁵⁴This high-risk result should be reconciled with Table 3's descriptive statistics. The table indicates that, in fee-shifting cases, high risk is present in 16 percent of 59 cases. The presence of high risk is significantly associated with a lower fee percent, an initially strange result. The mean fee percent is 27.9 in high-risk cases compared to 39.4 in other cases. But this is an artifact of high-risk cases tending to have greater stakes. As the stakes increase, the scaling effect kicks in and drives the fee percent down. The median inflation-adjusted gross recovery in high-risk, fee-shifting cases is \$4.6 million compared to a median of \$492,000 in non-high-risk cases. As Table 4 shows, once one controls for size of recovery, high risk is associated with a higher percent fee, even in fee-shifting cases. A risk variable is not available in the *CAR* data.

Settlement Classes. We could not reject the null hypothesis as to the presence of a settlement class in non-fee-shifting cases. This result casts some doubt on the common perception that settlement classes are suspect because they can be vehicles for collusion between defendant and class counsel. It remains possible, however, that counsel do receive above-normal returns for their efforts in settlement classes because such classes tend to settle early and therefore may represent above-average hourly remuneration for counsel even if the fee as a percentage of the recovery is within ordinary limits. But the Table 4 models using the lodestar as explanatory variables also fail to reveal a settlement class effect.

Soft Relief. The presence of “soft” relief (such as coupons) when this was valued as part of the common fund is not statistically significant. Even though we distinguished between included and nonincluded soft relief, we find no robust soft relief effects.

Federal Versus State Courts. We predicted that fees as a percent of the recovery would be higher in state court class actions than in federal courts. This prediction is not confirmed by the evidence. If anything, the opposite is true. In two of the non-fee-shifting case models, being in federal court is significantly associated with higher fee levels and percents than is being in state court. In the other two models, the coefficient on the federal court dummy variable is also positive, although not significant. It might be supposed that this result is due to the impact of securities cases, almost all of which are in federal court and tend to generate fee percents above the norms for fee percentages across the universe of cases. In fact, however, the fee percents in nonsecurities cases are also higher in federal court than in state court (about 20 percent compared to 19 percent in nonsecurities, non-fee-shifting cases and 38 percent compared to 32 percent in fee-shifting cases).

Time Trend. The coefficient on the “Year” variable in Table 4 indicates that, in most models, we cannot reject the hypothesis of no linear time trend in either fee levels or fee percents. This result holds for both the published opinion data and the CAR data and is consistent with Figure 1. Model 3 is the only model with a significant and positive year effect. But this is for the subset of the data consisting of cases with a computable lodestar. A model using the subset of the data consisting of cases without a computable lodestar produces a negative coefficient for the year variable. We thus find no robust evidence of an increasing time trend in fees.

C. Securities Cases

Table 4's regression models provide ambiguous guidance with respect to the relation between fees and case categories. As the note accompanying the table reports, a set of case category dummy variables is not significant in the published opinion data but is highly significant in the *CAR* data. To further explore fees in homogeneous categories, we separately analyze the published opinion non-fee-shifting cases by dividing the sample into securities cases and nonsecurities cases. The *CAR* data include only common fund cases and therefore have no fee-shifting cases. A further benefit of exploring securities cases separately is that it allows us to test the effect of the PSLRA on attorney fees.

A few adjustments to Table 4's models are necessary. First, for securities cases, we eliminated the federal case dummy variable. Over 98 percent of securities class actions we found were in federal court, so the federal case dummy would provide no information of value. Second, we introduced a post-PSLRA dummy variable to divide the sample into cases subject to the PSLRA and cases that preceded it. We treated a case as subject to the PSLRA if it was decided after the PSLRA and had an age in years that assured it commenced after the PSLRA's effective date. We treated a case as not subject to the PSLRA if (1) it was decided before 1996, or (2) it was decided after 1995 and had an age in years that indicated it commenced before the PSLRA's effective date. Cases that could not be unambiguously determined to be subject to or not subject to the PSLRA were dropped. Table 5 reports the results.

Table 5 suggests that the key results in Table 3 are not a consequence of combining the large group of securities cases with other class action cases. The key relations between fee size and client recovery, and fee percent and client recovery, remain intact. The effects of the defendant paying the fee and risk and the higher fees in federal court are also consistent with Table 4's results.

The new variable introduced in Table 5, the PSLRA dummy variable, provides ambiguous guidance. It is positive and significant in the published opinion securities case data, suggesting that fees in securities cases after the PSLRA increased both in level and percent—a result that was probably not intended by the drafters of the PSLRA, which is widely viewed as a statute intended to rein in the activities and profitability of securities class action attorneys. But the same variable is negative and insignificant in the *CAR* data models. The one unambiguous result is the absence of significant evidence that the PSLRA reduced fee awards in securities cases.

Table 5: Analysis of Securities Cases and Nonsecurities Non-Fee-Shifting Cases

	1	2	3	4	5	6
	<i>Securities Cases</i>		<i>Nonsecurities Cases</i>		<i>CAR Securities Cases</i>	
	<i>Fee Amount</i>	<i>Fee Percent</i>	<i>Fee Amount</i>	<i>Fee Percent</i>	<i>Fee Amount</i>	<i>Fee Percent</i>
Gross recovery (log)	0.854** (26.00)	-0.661** (4.76)	0.832** (37.61)	-0.757** (8.85)	0.916** (53.43)	-0.444** (5.31)
Lodestar dummy	-0.064+ (1.80)	-0.353* (2.21)	-0.005 (0.10)	-0.032 (0.20)	-0.048** (3.16)	-0.227** (3.04)
Post-PSLRA dummy	0.089* (2.60)	0.465** (2.81)	-0.000 (0.01)		-0.011 (0.72)	-0.066 (0.93)
Defendant pays	-0.581** (4.69)	-2.308** (4.35)	-0.196** (2.87)	-0.718** (3.35)		
Age (log years)	0.029 (0.78)	0.132 (0.87)	0.077* (2.05)	0.325* (2.35)	0.039* (2.35)	0.233** (2.91)
Appellate opinion	-0.063 (0.67)	-0.120 (0.27)	-0.012 (0.20)	-0.115 (0.52)		
Multiplier (log)	0.045 (1.26)	0.112 (0.73)	-0.059 (1.51)	-0.172 (1.22)	-0.030 (0.79)	-0.107 (0.58)
High-risk case dummy	0.100** (2.76)	0.476** (2.91)	0.103+ (1.90)	0.521* (2.47)		
Low-risk case dummy	-0.182** (3.26)	-0.768** (3.39)	-0.095 (1.53)	-0.411+ (1.79)		
Objector dummy	-0.045 (1.07)	-0.106 (0.52)	-0.013 (0.27)	-0.053 (0.29)		
Nonincluded soft relief	0.021 (0.42)	0.044 (0.19)	-0.000 (0.00)	-0.234 (1.16)		
Included soft relief	-0.150 (0.71)	-0.213 (0.31)	0.011 (0.17)	0.054 (0.21)		
Settlement class	-0.073* (2.07)	-0.337+ (1.89)	0.014 (0.28)	0.035 (0.19)		
Federal case dummy			0.153* (2.38)	0.599** (2.90)		
Constant	0.387+ (1.71)	9.530** (9.88)	0.312* (2.04)	9.283** (15.77)	-0.013 (0.11)	8.168** (14.57)
Observations	119	119	139	154	436	436
Adj. R^2	0.94	0.46	0.91	0.49	0.94	0.16

Robust t statistics in parentheses.

+ significant at 10%; *significant at 5%; **significant at 1%.

NOTE: Dependent variables are fee percent, transformed to square roots, and fee amount, transformed to logs. For the published opinion data, the sample includes only non-fee-shifting cases. Variables not in the *CAR* models are not readily available in the *CAR* data.

SOURCES: Reported class actions with fee awards, 1993–2002; 24 *Class Action Rep.* 169.

Another difference between the published opinion data and the *CAR* data is worth noting. The sign of the gross recovery coefficient is negative in fee percent Models 2 and 6. But the *CAR* data show significantly less of a scale effect. Although fee percent decreases with increasing size of class recovery in both, the rate of decrease is lower in the *CAR* data. The principal difference between the *CAR* data and the published opinion data is that the *CAR* data include substantial numbers of unpublished opinions. Courts may be discounting percentage fees to account for size of recoveries more in published opinions than in nonpublished ones. We offer two possible reasons for this result. First, when courts give an extremely generous fee (a high percentage for a large recovery), they may not want to advertise this fact for fear of being criticized, or out of concern that the decision might stand as an undesirable precedent for future cases where generous fees are not warranted. Second, the sources that yield the *CAR* data may tend to over-report high percentage awards relative to low percentage awards. Although *CAR* does not filter data,⁵⁵ it does solicit submissions of case information.⁵⁶ Attorneys might naturally tend to submit information about their highest percentage awards. In the context of jury verdict reports, such solicitation methodology has led to upwardly biased estimates of award amounts.⁵⁷

D. Costs and Expenses

We also examined costs and expenses of litigation. For non-fee-shifting cases, we had usable costs and expenses and recovery data for 232 cases. For fee-shifting cases, we had usable data for 43 cases. Costs and expenses for the sample as a whole were, on average, 4 percent of the relief for the class and 16 percent of the fee. Table 6, Panels A and B, break these figures down by legal regime and case category. Table 6, Panel C shows similar figures for the *CAR* data. The median values were, respectively, 2.3 percent and 10.5 percent in our opinion data and 3.1 percent and 11.3 percent, respectively, in the *CAR* data. Costs and expenses also varied across case type and legal regime, as shown in Table 6, Panel A. The highest median costs in a case category with at least 10 cases were 5.9 percent in consumer fee-shifting

⁵⁵24 Class Action Rep. at 168.

⁵⁶*Id.* at first page, unnumbered.

⁵⁷Theodore Eisenberg, Neil LaFountain, Brian Ostrom, David Rottman & Martin T. Wells, *Juries, Judges, and Punitive Damages: An Empirical Study*, 87 Cornell L. Rev. 743, 747 (2002).

Table 6: Costs and Expenses by Legal Regime and Case Category

Category	Non-Fee-Shifting Cases				Fee-Shifting Cases			
	Mean	Median	SD	N	Mean	Median	SD	N
A. Costs as Percent of Recovery								
Antitrust	2.7	2.1	2.6	30	—	—	—	—
Civil rights	8.4	8.4	7.2	2	4.9	4.3	4.0	4
Consumer	4.6	0.7	9.6	35	8.0	5.9	6.6	14
Corporate	2.2	1.4	2.2	8	—	—	—	—
Employment	2.9	2.8	3.0	4	5.3	2.8	7.4	12
ERISA	3.9	4.0	2.5	3	3.1	2.4	2.7	11
Mass tort	3.7	2.1	3.9	3	—	—	—	—
Securities	3.9	3.0	3.5	125	—	—	—	—
Tax refund	0.0	0.0	—	1	—	—	—	—
Tort	2.9	1.6	3.6	10	—	—	—	—
Other	2.1	2.2	1.3	11	1.6	1.6	0.3	2
Total	3.7	2.2	4.8	232	5.4	3.0	5.9	43
B. Costs as Percent of Fee Award								
Antitrust	15.9	10.0	20.8	31	—	—	—	—
Civil rights	19.6	12.7	15.6	3	22.2	21.5	19.4	8
Consumer	26.8	4.7	53.8	38	16.8	9.1	19.3	15
Corporate	7.5	7.5	4.8	11	—	—	—	—
Employment	11.6	10.4	11.3	4	14.7	6.8	14.8	12
ERISA	14.4	16.6	6.1	4	12.1	6.8	10.6	11
Mass tort	23.3	20.0	18.7	3	—	—	—	—
Securities	15.9	13.0	12.5	136	—	—	—	—
Tax refund	1.1	1.1	—	1	—	—	—	—
Tort	14.2	15.0	11.4	11	—	—	—	—
Other	7.0	7.0	4.0	12	5.9	5.8	2.9	4
Total	16.7	10.7	24.5	254	15.3	8.0	15.8	50
C. Class Action Reports Data (CAR), 1993–2002								
	Costs as Percent of Recovery				Costs as Percent of Fee			
	Mean	Median	SD	N	Mean	Median	SD	N
Antitrust	2.8	2.0	2.8	28	10.3	7.7	10.1	28
Consumer	2.9	1.0	5.0	36	14.3	4.1	26.3	36
Civil rights	4.2	2.4	4.4	4	18.2	17.6	12.6	4
Derivative	—	—	—	—	—	—	—	—
Employment	3.3	1.5	4.0	8	11.9	6.5	11.3	8
Environmental	6.8	6.8	8.0	2	19.4	19.4	21.2	2
Government regulation	5.7	5.7	—	1	19.3	19.3	—	1
Labor/wage/pension	1.7	0.9	1.7	28	7.8	5.3	6.8	28
Mass tort	3.9	3.4	3.4	8	21.2	15.0	17.6	8
Securities	4.8	3.6	4.3	461	17.9	12.4	28.0	461
Taxpayer	0.0	0.0	—	1	1.1	1.1	—	1
Utilities	1.1	1.1	0.4	2	5.4	5.4	2.5	2
Social welfare/ entitlements	0.4	0.4	—	1	2.9	2.9	—	1
Total	4.4	3.1	4.3	580	16.7	11.3	26.2	580

SOURCES: Reported class action settlements with fee awards; 24 *Class Action Rep.* 169.

cases. For case categories with data available for more than 10 cases, Panel B shows that securities cases had the highest median costs as a percent of the fee, 13.0 percent.

A regression model, not reported here, of costs as a percent of recovery controls for case category and other factors used in Table 4. The model shows that costs, like fees, have a scale effect: their percent of recovery significantly declines as the size of the recovery increases, a result confirmed in the *CAR* data. The cost percent significantly increases with a case's age, also confirmed by the *CAR* data, and tends to be significantly higher in fee-shifting cases than in non-fee-shifting cases. We find no evidence in our data or the *CAR* data that the cost percent is increasing over time.

V. A PRACTICAL APPLICATION—A LOOKUP TABLE TO CHECK ON FEE AWARDS

Our study provides information that may be useful to courts in evaluating requests for attorney fees, costs, and expenses in class action cases. Most simply, because our study finds an overwhelming correlation between class recovery and attorney fees, the court can conduct a simple initial inquiry that looks only at these two variables in any case where the size of class recovery can be estimated. The court need only compare the request in a given case with average awards in cases of similar magnitude. If the request is relatively close to average awards in cases with similar characteristics, the court may feel a degree of confidence in approving the award. If the request is significantly higher than amounts awarded in past cases, the court should inquire further. The methodology is more appropriate for non-fee-shifting cases in which, as Table 1 shows, the range of fee-award percents is less variable than in fee-shifting cases. Accordingly, we use only non-fee-shifting cases in the following analysis.

To provide numerical guidance, we divide the client recoveries in our published opinion data by decile, thus assigning approximately ten percent of the cases to one of ten ordered groups. For each client recovery decile, we compute the mean and median fee percents, and the standard deviation, for the published opinion data set. Since the deciles each contain an approximately equal number of cases, each fee percent computation is based on similarly sized samples. Table 7, Panel A, reports the results.

The table's first column identifies each decile. The second column shows the range of client recovery for the decile—for example, less than \$1.4

Table 7: Fee Percent at Deciles of Client Recoveries

<i>Client Recovery Decile</i>	<i>Recovery Range in Decile (\$ Millions)</i>	<i>Mean Recovery in Decile (\$ Millions)</i>	<i>Mean Fee Percent</i>	<i>Median Fee Percent</i>	<i>SD Fee Percent</i>			
A. Published Opinion Data								
Less than 10%	<1.4	0.8	29.5	30.0	5.9			
10 to 20%	1.4 to 3.1	2.3	26.5	25.0	10.9			
20 to 30%	3.1 to 5.2	4.3	25.0	29.4	7.9			
30 to 40%	5.2 to 9.7	7.2	25.6	26.0	7.0			
40 to 50%	9.7 to 15	12.0	22.7	22.4	8.4			
50 to 60%	15 to 22	18.8	22.0	24.5	8.6			
60 to 70%	22 to 38	30.4	19.0	19.0	9.9			
70 to 80%	38 to 79	53.7	16.9	15.5	10.2			
80 to 90%	79 to 190	122.2	17.6	15.0	9.2			
Greater than 90%	>190	929.1	12.0	10.1	8.1			
B. Class Action Reports Data (CAR)								
<i>Client Recovery Decile</i>	<i>Recovery Range in Decile (\$ Millions)</i>	<i>Mean Recovery in Decile (\$ Millions)</i>	<i>All Cases</i>			<i>Nonsecurities Cases</i>		
			<i>Mean Fee Percent</i>	<i>Median Fee Percent</i>	<i>SD Fee Percent</i>	<i>Mean Fee Percent</i>	<i>Median Fee Percent</i>	<i>SD Fee Percent</i>
Less than 10%	<1.4	0.8	30.0	30.0	9.9	30.9	33.2	8.2
10 to 20%	1.4 to 3.1	2.3	29.2	30.0	5.4	25.6	25.0	6.9
20 to 30%	3.1 to 5.2	4.3	28.9	30.0	6.1	26.5	26.4	7.9
30 to 40%	5.2 to 9.7	7.2	28.7	30.0	5.3	28.9	29.6	5.1
40 to 50%	9.7 to 15	12.0	28.0	30.0	6.1	27.3	25.0	5.2
50 to 60%	15 to 22	18.8	26.7	28.0	7.8	26.6	30.0	7.9
60 to 70%	22 to 38	30.4	24.8	25.0	9.7	22.1	23.4	10.1
70 to 80%	38 to 79	53.7	24.3	25.4	8.5	23.9	25.5	9.0
80 to 90%	79 to 190	122.2	20.3	20.8	7.5	19.5	20.2	8.3
Greater than 90%	<190	929.1	16.4	17.6	9.6	17.6	16.4	10.6

NOTE: Client recovery amounts are in millions of inflation-adjusted \$ 2002. Client recovery ranges and deciles in the second and third columns of both panels are computed using the published opinion data. The CAR data show the median fee percent award in the CAR data for the recovery range shown in the second column.

SOURCES: Reported class action settlements with fee awards, 24 *Class Action Rep.* 169.

million in the first decile. The next column shows the mean client recovery within the decile. For example, in the 30 to 40 percent decile, the mean client recovery was \$7.2 million (with a range of \$5.2 to \$9.7 million). In Panel A, the next three columns show the summary statistics for the fee

percent within each decile. Panel B shows the summary statistics for the *CAR* data in the same range of client recovery. Because the *CAR* data are so dominated by securities cases, we report separately the fee percent for all *CAR* cases and for *CAR* nonsecurities cases alone.

With respect to fee percents, Table 7 shows, for example, that the mean fee percent in the lowest decile in the decided cases data was 29.5, the median was 30.0, and the standard deviation was 5.9. In that same range of client recovery, the median fee award in the *CAR* data was 30.0 percent for all cases and 33.2 percent for nonsecurities cases. In the highest decile of recovery, the mean client recovery was \$929,100,000 in the decided cases data. The mean fee percent was 12.0 percent, with a median of 10.1 percent, and a standard deviation of 8.1 percent. In that range of client recovery, the median fee award in the *CAR* data was 17.6 percent for all cases and 16.4 percent for nonsecurities cases. Clearly, a substantial scaling effect is at work but, as discussed above, it is less strong in the *CAR* data than in the published opinion data.

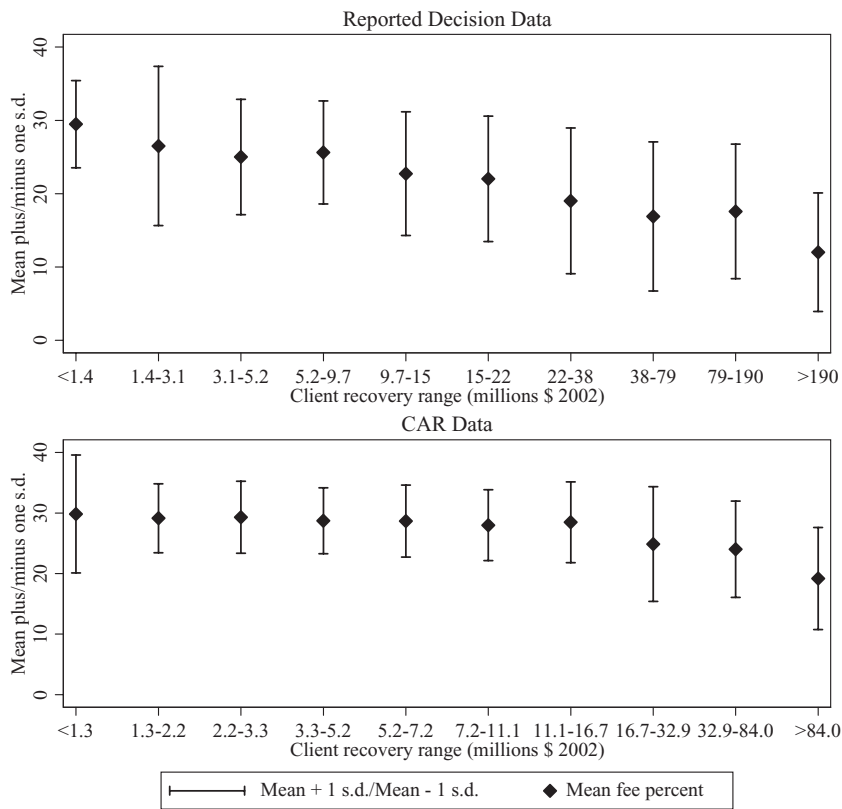
Figure 8 illustrates the effect graphically. It differs from Table 7 in that we allow the *CAR* data to “speak for itself” by using the client recovery deciles as generated by its data. Both portions of Figure 8 show a scaling effect but it is less extreme in the *CAR* data.

Approximately 68 percent of the cases in each decile range are predicted to fall within one standard deviation of the predicted fee, and 95 percent of the cases are predicted to fall within two standard deviations of the predicted fee. The standard deviations are reported in Table 7, and illustrated in Figure 8.

Our suggestion is that fee requests falling within one standard deviation above or below the mean should be viewed as generally reasonable and approved by the court unless reasons are shown to question the fee. Fee requests falling within one and two standard deviations above or below the mean should be viewed as potentially reasonable but in need of affirmative justification. Fee requests falling more than two standard deviations above or below the mean should be viewed as presumptively unreasonable; attorneys seeking fees above this amount should be required to come forward with compelling reasons to support their request. This methodology assumes that judges render, on average across many cases, reasonably fair and efficient awards. If judges have not achieved these normative goals in existing awards, then their use as guidelines should be further tempered.

To illustrate how a court could use this information, suppose class counsel requests a fee of \$7.5 million, equal to 25 percent of a recovery of

Figure 8: Fee percent range (one standard deviation) at levels of client recovery.



\$30 million. At \$30 million for the class, the mean fee in the published cases data set is 19.0 percent or \$5.7 million. The question is whether the requested fee would be in the range of reason. At the \$30 million recovery level, the one-standard-deviation range of fee percents is 9.9 percent, yielding a high end fee of 28.9 percent. The 28.9 percent figure corresponds to \$8.67 million of a \$30 million recovery. So a \$7.5 million fee, equal to 25 percent of the recovery, is within one standard deviation of the mean fee at this client-recovery level. Thus the requested fee falls within the range of reasonableness and the court should approve it unless the court has information leading it to question such an award. On the other hand, suppose

counsel requests a fee of \$10 million or 33.3 percent of a \$30 million award. This request is more than one standard deviation above the mean of \$5.7 million and therefore should not be approved unless further evidence justifies the award. But neither should the court automatically disapprove such a fee, because it is well within two standard deviations of the mean at this recovery level (38.8 percent or \$11.64 million). Finally, suppose counsel requested a fee of 40 percent, or \$12 million. Because this is more than two standard deviations above the mean award at this recovery level, the court should presumptively disapprove the request unless powerful reasons justify approval.

In evaluating the fee according to this methodology, the court could appropriately take into account factors identified in this study as influencing the amount of the fee other than the gross recovery for the class. For example, case type might be considered. Table 1 shows that consumer class actions tend to generate lower fee percents than securities class actions. But case type should not receive too prominent a role. Table 4's reported opinion regression models do not permit rejection of the hypothesis that case categories, as a group, have no significant effect on fee recovery. If the case presents a higher-than-average risk profile, the court might well consider this a factor that could justify a higher-than-normal fee. Conversely, if the case is deemed low risk, this could be a factor yielding a reduced fee. Since, as Table 4 shows, the lodestar multiplier has no observable effect on fees in the published opinion data when one controls for client recovery and other variables, courts may appropriately give this factor less importance than the rhetoric of many cases suggests. In light of the substantial practical problems with calculating the lodestar, courts may even elect to dispense with this analysis altogether.

VI. CONCLUSION

This study provides information about attorney fees and expenses awarded in both common fund and fee-shifting class action cases as well as in shareholders derivative cases in which the amount of the recovery for the corporation can be calculated. The single most important factor determining the fee is the size of the client's recovery. Non-fee-shifting and fee-shifting cases have such distinct fee characteristics that analyzing them together is inappropriate for many purposes. As theory would predict, given the incentives facing attorneys in fee-shifting cases, fees in these cases are significantly

higher as a percent of class recovery than fees in non-fee-shifting common fund cases.⁵⁸

Fee size also increases as cases are found in federal rather than state court. The fee as a percent of client recovery is noticeably below the widely quoted one-third level, ranging from about 30 percent in the smallest cases down to about 10 percent in the largest cases in the published opinion data set. Fee as a percent of recovery in the *CAR* data was also below the one-third level, but was higher than in the published opinion data.

As theory also predicts, fees in fee-shifting cases display a markedly wider variance, as a percent of recovery, than fees in common fund cases (standard deviation of 25.0 percent for fee-shifting cases as compared with 9.9 percent for non-fee-shifting cases).

We find no robust evidence that attorney fees in common fund cases have been increasing or decreasing over the 10-year period studied. Upward time trend effects are not robust in models that include key variables. Nor do we find evidence that the presence of an objector has an impact on the fee, either up or down. Settlement classes were not robustly significantly associated with fee levels. We find some evidence that complexity is correlated with higher fees: age of the case was significant and positive for some non-fee-shifting case models and the presence of an appellate opinion was significant and positive for non-fee-shifting cases. However, the results on complexity were ambiguous both because we used inexact proxies for this variable (which is in itself poorly defined) and because we found no significance for appellate opinions in non-fee-shifting cases and a negative and significant result for age in fee-shifting cases.

We find evidence that fees tend to be higher in federal court than in state court in non-fee-shifting cases, and that, also in non-fee-shifting cases, fees tend to be lower when the defendant pays the fee rather than when the fee is taken out of the class recovery. The fact that the defendant pays the fees in a non-fee-shifting case was highly significant in most models (beyond the 0.01 level) and negative, suggesting that even when the money in some sense comes out of the same “pot” (the defendant’s bank account), the defendant’s commitment to pay the fees had a moderating effect on their amount.

Risk is also usually significant: fees as a percentage of the recovery tend to be higher in high-risk cases than in other cases, and lower in low-risk cases.

⁵⁸Regression models not reported here strongly confirm this.

As to soft relief, we find no evidence that either soft relief included in the estimated benefit for the class, or soft relief that is not included in the estimated benefit, affects the fee award, either up or down.

We find robust evidence of a scaling effect. The percent of the recovery that goes to attorneys decreases as the size of the recovery increases, in both the reported opinions and in the *CAR* data. This effect can be interpreted as supporting the underlying theory for class actions. As similar cases are aggregated, the efficiency gains yield an increased net return to clients. This economy of scale carries over to costs and expenses. Costs absorb a lower percent of the recovery as the recovery increases. Costs also increase with case complexity and are higher in fee-shifting cases.

Finally, we present a table that can guide courts in assessing the size of the fees in class action cases. Given a level of client recovery, the table provides evidence of the presumptively valid range of fees.

EXHIBIT F

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

	x
	:
IN RE EATON VANCE CORPORATION	: No. 01 CV 10911 EFH
SECURITIES LITIGATION	:
	:
	x

E.F.H.
[PROPOSED] ORDER GRANTING LEAD COUNSEL'S MOTION
FOR ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES

WHEREAS:

A. Lead Counsel, on behalf of all Plaintiffs' Counsel and Lead Plaintiffs Donald Chesner, Elizabeth Chesner, the Sophie B. Bialeck Trust, and the Estate of Woodson W. Bassett, Jr., have filed their Motion for an Award of Attorneys' Fees and Reimbursement of Expenses.

B. This Court entered an Order Preliminarily Approving Settlement and Providing for Notice to the Class dated January 9, 2006 (the "Preliminary Approval Order"), preliminarily approving the proposed Settlement, directing individual and publication notice to potential Class Members, scheduling a hearing for April 26, 2006 (the "Fairness Hearing"), and providing Class Members with an opportunity to object to, *inter alia*, Lead Counsel's Request for Attorneys' Fees and Reimbursement of Expenses and to be heard concerning such objections;

C. Notice has been provided to the members of the Class in accordance with the Preliminary Approval Order, as evidenced by the Affidavit of Thomas R. Glenn of Complete Claim Solutions, Inc.;

D. The Notice disseminated to Class Members in accordance with the Preliminary Approval Order contained the maximum amounts Lead Counsel would seek for attorneys' fees and reimbursement of expenses, respectively;

E. Pursuant to the Preliminary Approval Order and as set forth in the Notice, any objections to Lead Counsel's Request for Attorneys' Fees and Reimbursement of Expenses were to be filed and served by April 12, 2006; and

F. No objections to Lead Counsel's Request for Attorneys' Fees and Expenses have been received within the time frame set by the Court or to date.

G. The Court held the Fairness Hearing on April 26, 2006 and has determined that the proposed Settlement of the Action on the terms and conditions provided in the Settlement Agreement is fair, reasonable, and adequate and should be approved by the Court, and entered the Final Judgment as provided for in the Settlement Agreement; and

WHEREAS, the Court, having considered all matters submitted to it at the hearing, along with all prior submissions by the Parties to the Settlement and others, and otherwise having determined the fairness and reasonableness of Lead Counsel's Motion for Attorneys' Fees and Reimbursement of Expenses;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms used herein shall have the same meanings as set forth in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of Lead Counsel's Motion for Attorneys' Fees and Reimbursement of Expenses and all matters relating thereto, including all members of the Class.

3. Due and adequate notice of the maximum amounts of Lead Counsel's Request for Attorneys' Fees and Reimbursement of Expenses, respectively, was directed to all persons who were reasonably identifiable Class members advising them of their right to object thereto.

4. The award for attorneys' fees set forth below is reasonable as measured by applicable factors set forth in Coutin v. Young & Rubicam Puerto Rico, Inc., 124 F.3d 331, 337 n.3 (1st Cir. 1997) (citing Johnson v. Georgia Highway Express, Inc., 488 F.2d 714-717-19 (5th Cir. 1974)).

5. The award of attorneys' fees set forth below represents a reasonable percentage of the proceeds of the Settlement given the facts and proceedings in this case.

6. Accordingly, Lead Counsel, on behalf of all Plaintiffs' Counsel, are awarded attorneys' fees of \$3,150,000.00, representing thirty percent (30%) of the Settlement Fund of \$10.5 million, plus interest at the same rate as earned by the Settlement Fund, which shall be paid out of the Settlement Fund.

7. Lead Counsel, on behalf of all Plaintiffs' Counsel, are awarded reimbursement of expenses in the aggregate amount of \$707,270.10, which shall be paid out each Settlement Fund. These expenses are fair, reasonable and were necessarily incurred in connection with the prosecution of this litigation. Lead Plaintiffs Donald Chesner and Elizabeth Chesner are awarded the sum of \$26,485.00; Richard K. Bialeck, Trustee for Lead Plaintiff Sophie B. Bialeck Trust, is awarded the sum of \$611.02; and the Estate of Lead Plaintiff Woodson W. Bassett, Jr. is awarded the sum of \$6,000.00, as reasonable costs and expenses directly relating to their representation of the Class as provided in 15 U.S.C. § 77z-1(a)(4), such amounts to be paid out of the Settlement Fund.

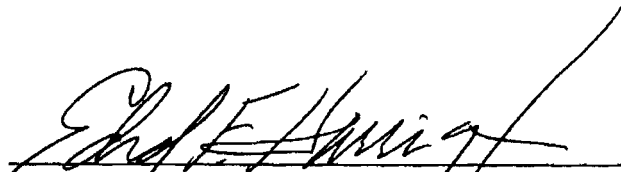
8. The attorneys' fees and expenses approved by the Court in paragraphs 6 and 7 hereof (the "Fee and Expense Award") shall be payable from the Settlement Fund to Lead Counsel, on behalf of all Plaintiffs' Counsel and the Lead Plaintiffs, immediately upon entry of this Order (subject to the repayment provisions of ¶ 8.2 of the Settlement Agreement), notwithstanding the existence of any potential appeal or collateral attack on this Order.

9. Lead Counsel shall thereafter allocate the Fee and Expense Award payable as follows: (a) the attorneys' fees approved in paragraph 6 hereof among all Plaintiffs' Counsel in a manner that, in Lead Counsel's good-faith judgment, reflects such counsel's contribution to the institution, prosecution, or resolution of the Action; and (b) the expenses approved in paragraph 7 hereof, among each Plaintiffs' Counsel and Lead Plaintiff as approved by the Court.

10. The Court hereby retains and reserves jurisdiction over all matters relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement, and for any other necessary purpose, including, but not limited to, any distribution to Authorized Claimants under the terms and conditions of the Settlement Agreement and pursuant to further orders of this Court.

IT IS SO ORDERED.

Dated: April 26, 2006


HON. EDWARD F. HARRINGTON, JR.
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT

**JEROME DECKLER, Individually and On
Behalf of All Others Similarly Situated,**

Plaintiff,

vs.

IONICS, INC., et al.,

Defendants.

) No. 03-CV-10393-WGY

224
[PROPOSED] ORDER AWARDING
ATTORNEYS' FEES AND
REIMBURSEMENT OF EXPENSES

THIS MATTER having come before the Court on the application of Lead Plaintiff's counsel for an award of attorneys' fees and reimbursement of expenses incurred in the Litigation; the Court, having considered all papers filed and proceedings conducted herein, having found the settlement of this Litigation with the defendants to be fair, reasonable and adequate and otherwise being fully informed in the premises and good cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. This Court has jurisdiction over the subject matter of this application and all matters relating thereto, including all Members of the Class who have not timely and validly requested exclusion.

2. The Court hereby awards attorneys' fees of thirty percent (30%) of the settlement proceeds of \$3,000,000 and reimbursement of expenses in an aggregate amount of \$91,544.94. Said fees and expenses shall be allocated among plaintiff's counsel by Plaintiff's Settlement Counsel in a manner which, in their good-faith judgment, reflects each counsel's contribution to the institution, prosecution and resolution of the Litigation. The Court finds that the amount of fees

awarded is fair and reasonable under the "percentage-of-recovery" method. The awarded attorneys' fees and expenses shall be paid to Plaintiff's Settlement Counsel from the settlement proceeds, subject to the terms, conditions, and obligations of the Stipulation of Settlement dated as of December 8, 2004.

IT IS SO ORDERED.

DATED: 4-4-05 William G. Young
THE HONORABLE WILLIAM G. YOUNG
UNITED STATES DISTRICT JUDGE

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

IN RE SEGUE SOFTWARE, INC.
SECURITIES LITIGATION

C.A. 99-10891-RGS

ORDER AND FINAL JUDGMENT

On July 26, 2000, this Court dismissed with prejudice Plaintiffs' Consolidated Amended Class Action Complaint. Plaintiffs appealed to the United States Court of Appeals for the First Circuit. On December 22, 2000, the parties jointly moved to remand the case to this Court for the limited purpose of approving settlement. The Court of Appeals granted that motion on February 16, 2001.

On the 30th day of July, 2001, a hearing was held before this Court to determine: (1) whether the terms and conditions of the Stipulation and Agreement of Settlement dated April 13, 2001 (the "Stipulation") are fair, reasonable, and adequate for the settlement of all claims asserted by the Class against the Defendants in the Complaint now pending in this Court under the above caption, including the release of the Defendants and the Released Parties, and should be approved; (2) whether final judgment should be entered dismissing the Complaint on the merits and with prejudice in favor of the Defendants and as against all persons or entities who are members of the Class herein who have not requested exclusion therefrom; (3) whether to approve the Plan of Allocation as a fair and reasonable method to allocate the Settlement proceeds among the members of the Class; and (4) whether and in what amount to award Plaintiffs' Counsel's fees and reimbursement of expenses.

The Court having considered all matters submitted to it at the hearing and otherwise; and it

A handwritten signature in black ink, appearing to be "B. G.", is located in the bottom right corner of the page.

appearing that a notice of the hearing substantially in the form approved by the Court was mailed to all persons or entities reasonably identifiable, who purchased the common stock of Segue Software, Inc. ("Segue") during the period July 14, 1998 through April 9, 1999, inclusive (the "Class Period"), except those persons and entities excluded from the definition of the Class, as shown by the records of Segue's transfer agent, at the respective addresses set forth in such records, and that a summary notice of the hearing substantially in the form approved by the Court was published on May 23, 2001, in the national edition of Investors Business Daily pursuant to the specifications of the Court; and that as of July 30, 2001, plaintiffs' counsel have received only one request for exclusion from the Class, which is annexed hereto as Exhibit A; and the Court having considered and determined the fairness and reasonableness of the award of attorneys' fees and expenses requested; and all capitalized terms used herein having the meaning as set forth and defined in the Stipulation.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Court has jurisdiction over the subject matter of the Action, the Plaintiffs and all members of the Class, and the Defendants.
2. The Court finds that the prerequisites for a class action under Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that (a) the number of Class members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of the Class Representatives are typical of the claims of the Class they seek to represent; (d) the Class Representatives have and will fairly and adequately represent the interest of the Class; (e) the questions of law and fact common to the members of the Class predominate over any questions affecting only individual members of the Class; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby finally certifies this action as a class action on behalf of all persons who purchased the common stock of Segue during the Class Period. Excluded from the Class are Defendants, the officers and directors of Segue during the Class Period, members of their immediate families (spouses, parents, siblings and children), their legal representatives, heirs, successors, predecessors or assigns and any entity in which Defendants have or had a controlling interest. Also excluded from the Class are the persons and/or entities who timely requested exclusion from the Class as listed on Exhibit A annexed hereto.

4. Notice of the pendency of this Action as a class action and of the proposed Settlement was given to all Class members who could be identified with reasonable effort. The form and method of notifying the Class of the pendency of the action as a class action and of the Settlement and its terms and conditions met the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

5. The Stipulation and the Settlement provided for therein are approved as fair, reasonable and adequate, and the Class members and the parties are directed to consummate the Stipulation in accordance with its terms and provisions.

6. The Complaint, which the Court finds was filed on a good faith basis in accordance with the Private Securities Litigation Reform Act and Rule 11 of the Federal Rules of Civil Procedure based upon all publicly available information, is hereby dismissed with prejudice and without costs.

7. Plaintiffs and the other members of the Class and the heirs, executors, administrators, representatives successors, assigns, agents, affiliates and partners of any of them and any person they

represent, are hereby permanently barred and enjoined from bringing instituting, commencing or prosecuting, either directly or in any other capacity, any claims, rights or causes of action or liabilities whatsoever, whether known or unknown, accrued or unaccrued, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, that have been or could have been asserted in any forum by the Class members or any of them or the heirs, executors, administrators, representatives, successors, assigns, agents, affiliates and partners of any of them, whether directly, indirectly, representatively or in any capacity, against any of the Released Parties (as defined below) which arise out of or relate in any way to the purchase of shares of Segue common stock during the Class Period or the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, referred to or that were or could have been asserted in the Action (the "Settled Claims") against any and all of the Defendants, their past or present subsidiaries, parents, successors and predecessors, officers, directors, shareholders, agents, employees, attorneys, advisors, investment advisors, underwriters, auditors, insurers, accountants family members and any person, firm, trust, corporation, officer, director or other individual or entity in which any Defendant has a controlling interest or which is related to or affiliated with any of the Defendants, and the legal representatives, heirs, successors in interest, or assigns of any of the Defendants (the "Released Parties"). "Released Parties" does not include securities brokers, brokerage firms or investment advisors to any members of the Class. The Settled Claims are hereby compromised, settled, released, discharged and dismissed as against the Released Parties on the merits and with prejudice by virtue of the proceedings herein and this Order and Final Judgment.

8. The Defendants and the successors and assigns of any of them, are hereby permanently barred and enjoined from instituting, commencing or prosecuting, either directly or in

any other capacity, any Settled Defendants' Claims (as defined in the Stipulation) against any of the Plaintiffs, Class members or their attorneys. The Settled Defendants' Claims are hereby compromised, settled, released, discharged and dismissed on the merits and with prejudice by virtue of the proceedings herein and this Order and Final Judgment.

9. Neither this Judgment, the Stipulation, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein shall be:

(a) offered or received against the Defendants or against the Plaintiffs or the Class as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by any of the Defendants or by any of the Plaintiffs or the Class with respect to the truth of any allegation by Plaintiffs or the validity of any claim that had been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, or wrongdoing of Defendants;

(b) offered or received against the Defendants as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by any Defendant, or against the Plaintiffs and the Class as evidence of any infirmity in the claims of Plaintiffs and the Class;

(c) offered or received against the Defendants or against the Plaintiffs or the Class as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason as against any of the parties to the Stipulation, in any other civil, criminal or administrative action or proceeding, other than such

proceedings as may be necessary to effectuate the provisions of the Stipulation; provided, however, that Defendants may refer to and rely upon the Stipulation to effectuate the liability protection granted them thereunder;

(d) construed against the Defendants or the Plaintiffs and the Class as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; or

(e) construed as or received in evidence as an admission, concession or presumption against Plaintiffs or the Class or any of them that any of their claims are without merit or that damages recoverable under the Complaint would not have exceeded the Settlement Fund.

10. The Plan of Allocation is approved as fair and reasonable, and Plaintiffs' Counsel and the Claims Administrator are directed to administer the Stipulation in accordance with its terms and provisions.

11. The Court finds that all parties and their counsel have complied with each requirement of Rule 11 of the Federal Rules of Civil Procedure as to all proceedings herein.

12. Plaintiffs' Counsel are hereby awarded the sum of \$ 415,470 fees, which sum the Court finds to be fair and reasonable, and \$ 45,000 in reimbursement of expenses, which amounts shall be paid to Plaintiffs' Lead Counsel from the Settlement Fund with interest from the date such Settlement Fund was funded to the date of payment at the same net rate that the Settlement Fund earns. The award of attorneys' fees shall be allocated among Plaintiffs' Counsel in a fashion which, in the opinion of Plaintiffs' Lead Counsel, fairly compensates Plaintiffs' Counsel for their respective contributions in the prosecution of the Action.

13. Exclusive jurisdiction is hereby retained over the parties and the Class members for all matters relating to this Action, including the administration, interpretation, effectuation or enforcement of the Stipulation and this Order and Final Judgment, and including any application for fees and expenses incurred in connection with administering and distributing the Settlement proceeds to the members of the Class.

14. Without further order of the Court, the parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

15. There is no just reason for delay in the entry of this Order and Final Judgment and immediate entry by the Clerk of the Court is expressly directed pursuant to Rule 54 (b) of the Federal Rules of Civil Procedure.

Signed this 31st day of July, 2001.


UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

JOSEPH CHALVERUS, et al., individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

C.A. No. 97-12570-WGY

PEGASYSTEMS, INC., ALAN TREFLER, and
IRA VISHNER,

Defendants.

FINAL JUDGMENT

This matter having come before the Court for hearing on December 18, 2000, pursuant to this Court's Order dated September 20, 2000 on the application of the parties for approval of the settlement of this action (the "Settlement"), the terms and conditions of which are set forth in the Stipulation of Settlement dated September 19, 2000 (the "Stipulation"), and exhibits attached thereto; due and adequate Notice having been given to the Class as required in said Order; the Court having considered the Stipulation and all papers filed and proceedings had herein; and good cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. This Judgment incorporates by reference the definitions in the Stipulation, and all terms used herein shall have the same meanings as set forth in the Stipulation.
2. This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all members of the Class.

DOCKETED

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3. The Court finds that this action may be maintained as a class action pursuant to Rule 23(b)(3), in that :

- a. The class is so numerous that joinder of all members is impracticable;
- b. There are questions of law or fact common to the class;
- c. The claims of the representative plaintiffs are typical of the claims of the class;
- d. The representative plaintiffs will fairly and adequately protect 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
- f. A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

4. The Class is defined as all persons or entities (other than those who timely and validly requested exclusion from the Class) or entities who purchased the common stock of Pegasystems, Inc. ("Pegasystems") during the period from July 30, 1997 through October 29, 1997, inclusive, and who were damaged thereby, except Defendants herein (the "Class"). Excluded from the Class are all persons listed on Exhibit 1 hereto who have submitted timely requests for exclusion from the Class.

5. Pursuant to Fed. R. Civ. P. 23 and §3(a)(10) of the Securities Act of 1933, this Court hereby approves the Settlement embodied in the Stipulation and finds that the Settlement is fair, reasonable and adequate and in the best interests of the Class.

6. This action is hereby dismissed in its entirety as against all Defendants as to all Plaintiffs and Class members with prejudice and without costs to any party as against any other party, except as provided in the Stipulation.

7. Each member of the Class shall be deemed conclusively to have released the Settled Claims against the Defendants and Released Parties, as provided in the Stipulation. Notwithstanding that any member of the Class may hereafter discover facts in addition to or different from those which the members of the Class now know or believe to be true with respect to the Action and Settled Claims, or to the subject matter of the release, each member of the Class shall be deemed, upon the Effective Date of the Settlement (as defined in the Stipulation), to fully, finally and forever settle and release any and all Settled Claims, as against the Defendants and Released Parties including all claims known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, may hereafter exist, or heretofore have existed, and without regard to the subsequent discovery or exercise of any such different or additional facts.

8. Each Defendant shall be deemed conclusively to have released any and all claims relating to and including the Settled Claims against the members of the Class, Lead Plaintiffs and Plaintiffs' Counsel, as provided in the Stipulation.

9. Each member of the Class shall be deemed conclusively to have released any and all claims relating to and including the Settled Claims against Lead Plaintiffs and Plaintiffs' Counsel, as provided in the Stipulation.

10. Each member of the Class is permanently barred and enjoined from prosecuting the Settled Claims against the Defendants and Released Parties, as provided in the Stipulation.

11. This Court hereby reserves jurisdiction, without affecting the finality of this Judgment, over:

- a. Implementation of the Settlement and any award or distribution of the Settlement Fund, including interest earned/accrued thereon;
- b. Disposition of the Settlement Fund;
- c. Hearing and determining Plaintiffs' applications for attorneys' fees, costs, and expenses (including fees and costs of experts and/or consultants) and interest thereon;
- d. Enforcing and administering the Stipulation, including any releases in connection therewith; and
- e. Other matters related or ancillary to the foregoing.

12. The Court hereby awards to Plaintiffs' Counsel \$ 1,732,500 in attorneys' fees, with interest at the same rate as earned on the Settlement Fund, and \$ 139,904 in expenses to be paid out of the Settlement Fund, as provided in the Stipulation and Notice approved by this Court. The award of attorneys' fees shall be allocated among Plaintiffs' Counsel by Wolf Popper LLP, Chair of Plaintiffs' Executive Committee, in a fashion which, in the opinion of Wolf Popper LLP, fairly compensates each of Plaintiffs' Counsel for their respective contributions in the prosecution of this Action.

13. Lead Plaintiff Joseph Chalverus, one of the Class Representatives, is reimbursed \$ 2493 for his reasonable costs and expenses (including lost wages) directly related to his representation of the Class.

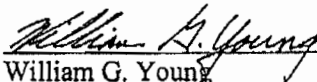
14. Lead Plaintiff Robert Harrer, one of the Class Representatives, is reimbursed \$ 1000 for his reasonable costs and expenses (including lost wages) directly related to his representation of the Class.

15. If the Effective Date does not occur, or if the Stipulation is terminated or canceled pursuant to its terms, then this Final Judgment shall be rendered null and void and shall be vacated and, in such event, all orders entered in connection therewith shall be vacated and rendered null and void.

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

17. The Court hereby directs that this Final Judgment be entered by the clerk forthwith pursuant to Federal Rule of Civil Procedure 54(b). The direction of the entry of Final Judgment pursuant to Rule 54(b) is appropriate and proper because this Final Judgment fully and finally adjudicates the claims of the plaintiffs and the Class against the Defendants in this Action, it allows consummation of the Settlement, and it will expedite the distribution of the Settlement proceeds to the Class members.

Dated: December 19, 2000



William G. Young
Chief Judge
United States District Court

EXHIBIT 1

No requests for exclusion.

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

IN RE: VMARK SOFTWARE, INC.
SECURITIES LITIGATION

Civil Action No. 95-12249-EFH

THIS DOCUMENT RELATES TO:
ALL ACTIONS

ORDER AND FINAL JUDGMENT

A hearing having been held before this Court on the 24 day of November, 1998, to determine, inter alia: (1) whether the terms and conditions of the Stipulation and Agreement of Settlement, dated October 1, 1998 (the "Stipulation") are fair, reasonable and adequate for the settlement of all claims asserted by the Class against the Defendants in the complaint now pending in this Court in this Action, including the release of the Defendants and the Released Persons and should be approved; and (2) whether judgment should be entered dismissing the Complaint on the merits and with prejudice in favor of the Defendants and as against all persons or entities who are members of the certified Class herein who have not requested exclusion therefrom. The Court having considered all matters submitted to it at the hearing and otherwise; and it appearing that a notice of the hearing substantially in the form approved by the Court was mailed to all persons or entities reasonably identifiable, who purchased common stock of VMark ("VMark") during the period from July 11, 1995 through October 10, 1995, inclusive, as shown by the records of VMark's transfer agent, at the respective addresses set forth in such records, and that a summary notice of the hearing substantially in the

form approved by the Court was published in the national edition of the Wall Street

Journal pursuant to the specifications of the Court; and all capitalized terms used herein having the meanings as set forth and defined in the Stipulation.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Stipulation is approved as fair, reasonable and adequate, and in the best interests of the Class, and the Class Members and the Parties are directed to consummate the Stipulation in accordance with its terms and provisions.
2. The forms and methods used for notifying the Class of the pendency and proposed settlement of this action provided the best notice practicable under the circumstances and fully met the requirements of Rule 23 of the Federal Rules of Civil Procedure and of due process. Such notification constituted due and sufficient notice to all persons and entities entitled to notice of the pendency of the action as a class action and of the terms of the Settlement.
3. The Complaint is hereby dismissed with prejudice and without costs, except as provided in the Stipulation, as against each and every one of the Defendants, their past or present subsidiaries, parents, affiliates, successors, predecessors, and insurers, and each of their present or former officers, directors, shareholders, employees, attorneys, advisors, underwriters, investment bankers, and accountants, and any person, firm, trust, corporation, officer, director or other individual or entity in which any Defendant has a controlling interest or which is related to or affiliated with any of the Defendants, and the legal representatives, agents, heirs, estates, successors in interest, or assigns of the Defendants.
4. Members of the Class (except as to members of the Class identified in Exhibit 1 annexed hereto, each of whom have validly and timely filed

requests for exclusion from the Class and who may bring individual claims only) and the successors and assigns of any of them, are hereby permanently barred and enjoined from instituting, commencing or prosecuting, either directly or in any other capacity, any Settled Claims against any of the Released Persons. The Settled Claims are hereby compromised, settled, released, discharged and dismissed as against the Released Persons on the merits and with prejudice by virtue of the proceedings herein and this Order and Final Judgment. This release of Settled Claims includes the release of Unknown Claims. As of the Effective Date all Class members shall conclusively be deemed to have acknowledged that the Settled Claims include Unknown Claims.

5. Neither the Stipulation, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein shall be:

(a) offered or received against the Defendants as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by any of the Defendants of the truth of any fact alleged by Plaintiff or the validity of any claim that had been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, or wrongdoing of Defendants;

(b) offered or received against the Defendants as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by any Defendant, or against the Plaintiffs and the Class as evidence of any infirmity in the claims of Plaintiffs and the Class;

(c) offered or received against the Defendants as evidence of a presumption, concession or admission of any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason as against any of the parties to this Stipulation, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; provided, however, that if this Stipulation is approved by the Court, Defendants may refer to it to effectuate the liability protection granted them hereunder; or

(d) construed against the Defendants or the Plaintiffs and the Class as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial.

6. Without affecting the finality of this Order and Final Judgment in any way, exclusive jurisdiction is hereby retained over the Parties and the Class Members for all matters relating to this litigation, including the administration, interpretation, effectuation or enforcement of the Stipulation and this Order and Final Judgment, including without limitation, the injunction set forth in paragraph 4 above and to implement the distribution of the Net Settlement Fund to the Class. The procedures to distribute the Net Settlement Fund and the Plan of Allocation are hereby approved. Any appeal of the approval or lack of approval of any plan of allocation, fees, costs or incentive award, shall not prevent this Settlement from becoming effective.

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

8. This Court hereby awards attorneys' fees of 33 $\frac{1}{3}$ percent of the Settlement Fund. Any and all allocations of attorneys' fees among the attorneys

representing the Class shall be made by Plaintiffs' Counsel, who shall apportion the fees based upon their assessment, in their sole discretion, of the respective contributions to the litigation made by other counsel representing the Class.

9. This Court hereby awards counsel representing the Class reimbursement of expenses incurred, including expert fees, in the aggregate amount of \$ 108,825.14 to be paid from the Settlement Fund.

10. The award of attorneys' fees shall bear interest at the rate actually earned on the Settlement Fund.

11. This Court hereby awards an incentive payment of \$ 1500.00 to the Class Representative as an award for undertaking representation of the Plaintiff Class, and assistance provided to Plaintiffs' Counsel in the course of the litigation, to be paid from the Settlement Fund.

12. The provisions of this Order constitute a full and complete adjudication of the matters considered and adjudged herein, and the Court determines that there is no just reason for delay and directs, pursuant to Fed. R. Civ. P. 54(b), this Final Judgment to be entered with respect to all matters ordered, judged and decreed.

Dated: Nov. 24, 1998


EDWARD F. HARRINGTON
UNITED STATES DISTRICT JUDGE

VMark/Settle/FinOrd

Settlement

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

IN RE: ZOLL MEDICAL CORP
SECURITIES LITIGATION

CIVIL ACTION NO. 94-11579-NG

ORDER OF FINAL APPROVAL AND
FINAL JUDGMENT AND ORDER OF DISMISSAL

This matter having come before the Court for approval of a settlement of this action, and the Court, having considered all papers filed in connection therewith, and good cause appearing therefore, it is this 5 day of Oct., 1998,

ORDERED, ADJUDGED, AND DECREED THAT:

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the meanings ascribed to those terms in the Stipulation of Compromise and Settlement, dated June 10 ~~May~~, 1998 (the "Stipulation"). The term "Class" shall mean and consist of: All persons and entities who purchased the common stock of Zoll Medical Corp. during the period beginning on October 21, 1993 through and including July 19, 1994. Excluded from the class are the Defendants, members of Zoll's Board of Directors, their immediate families, and any subsidiary, affiliate, or controlling or controlled person of any such persons or entities.

2. This Court has jurisdiction over the subject matter of this action and over all parties to this action, including all members of the Class, and hereby determines that due and proper notice of the proposed settlement of this action has been given to the members of the Class pursuant to Rule 23 of the Federal Rules of Civil Procedure and due process.

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3. Based upon the evidence submitted by Class Counsel, this Court finds that the dissemination of the Notice of Class Action Determination, Proposed Settlement and Hearing Thereon, and Right to Share in Settlement Proceeds (the "Notice") as previously authorized by the Court constitutes the best notice practicable, and due and sufficient notice to those entitled to such notice.

4. This Court hereby approves the settlement of the Class Action set forth in the Stipulation, and finds the settlement embodied therein (the "Settlement") is, in all respects, fair, reasonable, and adequate to and in the best interests of the Class Representative Plaintiffs and the other members of the Class, especially in light of the complexity, expense and probable duration of further litigation, the discovery conducted to date, the risks of establishing liability and damages, and the reasonableness of the consideration to be given in the proposed Settlement considering the range of possible recovery and the attendant risks of litigation, and the Court further directs the parties thereto to consummate the terms and provisions of the Stipulation.

5. With the exception of all those persons who have filed proper and timely requests for exclusion from the Class pursuant to the Notice previously disseminated in this litigation (those persons being identified in Exhibit A annexed hereto), this Court hereby dismisses on the merits and without costs to any party the Consolidated Amended Class Action Complaint herein, as it pertains to any and all claims of whatever kind made or that could have been made in the Class Action, including, without limitation the Class Claims, as against the following defendants (the "Defendants"): Zoll Medical Corp., Rolf S. Stutz and Duane M. DeSisto. This Court specifically finds that all Class Members, except those identified in Exhibit A, are bound by the Settlement.

6. As used herein, the term "Class Claims" shall mean any and all claims of or by the Plaintiff Class (a) that were asserted, or that could have been asserted, against Defendants in the civil action entitled In re: Zoll Medical Corp. Securities Litigation, U.S.D.C., D. Mass. C.A. No. 94-11579-NG (the "Action") or in any other action or proceeding or otherwise by the Class (as defined above), or any member or representative of the Class, (b) for alleged violations of federal or state statutory or common law, or any other law, and for damages, interest, attorneys' fees, expert or consulting fees, and any other costs or expenses, including, without limitation, any and all claim(s), and (c) arising from or relating to the purchase or sale of Zoll common stock during the Class Period.

7. Upon the Effective Date of the Settlement, as defined in the Stipulation, the Class Representatives and all Class Members who have not properly excluded themselves from the Class, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, and any and all persons they represent, in their individual capacities, their capacities as purchasers, holders or sellers of Class Securities, and any and all corporate, representative or other capacities, for good and sufficient consideration, shall be barred and enjoined from bringing, and shall conclusively be deemed to have released and forever discharged as by an instrument under seal, with respect to the Class Claims, each and every one of the Defendants, their respective past, present and future partners, limited partners, principals, shareholders, officers, directors, joint venturers, investors, underwriters, auditors (including, without limitation, Ernst & Young, LLP), insurers, employees, agents, attorneys and representatives, and their respective heirs, executors, administrators, predecessors, successors, parents, subsidiaries, divisions, affiliates or assigns.

8. ~~Those persons identified in Exhibit A hereto shall be excluded from the Class and from any benefits under the Settlement and (a) said persons may not pursue any remedies on behalf of those who are bound by the final judgment herein against the Defendants in the Class Action or in connection with or relating in any way to the Class Claims compromised in the Settlement and (b) they shall not commence, maintain, or participate in any class or representative action relating in any way to the Class Claims compromised in the Settlement.~~ ✓ *ref*

9. The Stipulation, this Order and Final Judgment, and the fact of settlement shall not in any way be construed as an admission or be deemed to be evidence of any liability or wrongdoing of any Defendant, nor is the Order and Final Judgment a finding of the validity or invalidity of any claims in the litigation or of any claims in the Class Action or of any wrongdoing by any of the Defendants named therein. Neither the Stipulation, the fact of settlement or the settlement proceedings, the settlement negotiations, the Order and Final Judgment, nor any related document shall be offered or received in evidence as an admission, concession, presumption or inference against any party in any proceeding other than such proceedings as may be necessary to consummate or enforce the Stipulation and the Settlement.

10. This Court hereby awards Class Counsel attorneys' fees of \$500,000.
Any and all allocations of attorneys' fees among the attorneys representing Class Plaintiffs shall be made by Liaison Counsel for the Class, who shall apportion the fees based upon their assessment, in their sole discretion, of the respective contributions to the litigation made by counsel.

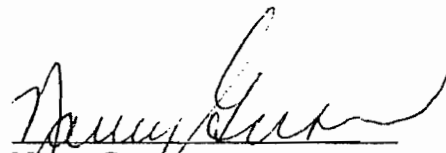
11. This Court hereby awards Class Counsel reimbursement of expenses incurred, including expert fees, excluding costs of notice and administration, in the aggregate amount of \$ 246,696.65 to be paid from the Settlement Funds. This Court hereby awards Plaintiffs

Mallozzi and Vita compensation in the amount of 2100 and 1900, respectively, for their time devoted to this litigation, to be paid from the settlement funds.

12. The award of attorneys' fees and expenses shall include interest at the rate actually earned on the Zoll Medical Class Action Settlement Fund.

13. Without affecting the finality of this judgment, the Court hereby reserves and retains continuing jurisdiction to order the performance of the Settlement, including, but not limited to, the approval or rejection of claims, and the distribution of the Settlement Funds in accordance with the Settlement and the Court's further order. The provisions of this Order constitute a full and complete adjudication of the matters considered and adjudged herein, and the Court determines that there is no just reason for delay and directs, pursuant to Fed. R. Civ. P. 54(b), this Final Judgment to be entered with respect to all matters ordered, judged and decreed.

Dated this 5 day of October, 1998 at Boston, Massachusetts.


Nancy Gertner
United States District Judge

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

BRUCE FRIEDBERG, ANTON PAPARELLA,)
SANDRA ESNER, GEOFFREY L.)
SHERWOOD and JERRY KRIM on behalf)
of themselves and all others)
similarly situated,)
)

Plaintiff,)

v.)

Civil Action No.
96-11232-EFH

DISCREET LOGIC INC., RICHARD J.)
SZALWINSKI, DAVID N. MACRAE,)
GARY G. TREGASKIS, DOUGLAS R.)
JOHNSON, THOMAS CANTWELL, DAVID)
FOSTER, TERRENCE HIGGINS,)
9002-1585 QUEBEC INC., NEARCO)
TRUSTEE CO. (JERSEY) LTD. RE:)
GARY TREGASKIS SETTLEMENT,)
ROBERTSON, STEPHENS & CO., VOLPE,)
WELTY & CO., PIPER JAFFRAY INC.,)
JOHN T. ROSSI, CHARLES H. FINNIE,)
and HANY M. NADA,)
)

Defendants.)

**ORDER OF FINAL APPROVAL, SETTLEMENT FAIRNESS,
FINAL JUDGMENT AND ORDER OF DISMISSAL**

This matter having come before the Court for approval of a settlement of the above-entitled action, as amended pursuant to this Court's October 2, 1997 Order of Preliminary Approval of Settlement and the filing of the Second Amended Class Action Complaint (the "Action"), and the Court, having considered all papers filed in connection therewith, and good cause appearing therefor, it is

this 25 day of November, 1997.

EXHIBIT B

ORDERED, ADJUDGED, AND DECREED THAT:

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the meanings ascribed to those terms in the Stipulation Of Compromise And Settlement, dated 2, 1997 (the "Settlement" or "Stipulation"). The term "Class" shall mean and consist of: all persons and entities who purchased common stock of Discreet Logic Inc. ("Discreet") during the period September 13, 1995 through May 1, 1996, inclusive. This period shall be known hereinafter as the "Class Period." Excluded from the Class are Discreet, Richard J. Szalwinski, David N. MacRae, Gary G. Tregaskis, Douglas R. Johnson, Thomas Cantwell, David Foster, Terrence Higgins, 9002-1585 Quebec Inc., Nearco Trustee Co. (Jersey) Ltd. Re: Gary Tregaskis Settlement, Robertson, Stephens & Co., Volpe, Welty & Co., Piper Jaffray Inc., John T. Rossi, Charles H. Finnie, Hany M. Nada (collectively the "Defendants"), Discreet's officers, directors and affiliates and each of their assignees, trustees and members of their immediate families. Also excluded from the Plaintiff Class are any persons who submit valid and timely requests for exclusion from the Plaintiff Class.

2. This Court has jurisdiction over the subject matter of this Action and over all parties to this Action, including all members of the Class, and hereby determines that due and proper notice of the proposed Settlement has been given to the members of the Class pursuant to Rule 23 of the Federal Rules of Civil

EXHIBIT B

Procedure, section 21D of the Exchange Act, 15 U.S.C. §78u-4(a)(7), due process, and any other applicable law.

3. Based upon the evidence submitted by Lead Counsel, this Court finds that the dissemination of the Notice of Class Action Determination, Proposed Settlement and Hearing Thereon, and Right to Share in Settlement Proceeds (the "Notice") as previously authorized by the Court, constituted the best notice practicable, and was due and sufficient notice to those entitled to such notice.

4. This Court hereby approves the Settlement and finds the Settlement is, in all respects fair, reasonable, and adequate, and in the best interest of the Class, especially in light of the complexity, expense and probable duration of further litigation, the discovery conducted to date, the risks of establishing liability and damages, and the reasonableness of the consideration to be given in the proposed Settlement considering the range of possible recovery and the attendant risks of litigation, and the Court further directs the parties thereto to consummate the terms and provisions of the Settlement.

5. With the exception of all those persons who have filed proper and timely requests for exclusion from the Class pursuant to the Notice previously disseminated in this Action (those persons being identified in Exhibit A annexed hereto), this Court hereby dismisses the Second Amended Complaint and all claims of any kind that were made, could have been made, or could in the

EXHIBIT B

future be made, in this Action, including the Class Claims, on the merits, with prejudice, and in full and final discharge of any and all Class Claims against the Defendants and the Released Parties, and without costs (except as provided in the Stipulation) to be binding on the Class Representatives and all Class Members. This Court specifically finds that all Class Members, except those identified in Exhibit A, are bound by the Settlement and this Order.

6. As used herein, the term "Class Claims" shall mean any and all claims, debts, demands, actions, causes of action, specialties, covenants, contracts, variances, damages, rights, suits, sums, accounts, reckonings, presentments, extents and any other liabilities whatsoever, both at law and in equity, whether known or unknown, accrued or unaccrued, liquidated or contingent, or matured or unmatured (including any "Unknown Claims" as defined in the Stipulation), of or by the Class, or any member or representative of the Class, whether class, derivative or individual in nature, that were asserted, could have been asserted, could in the future be asserted, or are related to claims that were, could have been, or could in the future be asserted, in the Action or in any other action or proceeding or otherwise (including, without limitation any claims for alleged violations of federal or state statutory or common law, or any other law, and for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses or liability

whatsoever) arising from or relating to (a) the purchase, sale, distribution or other transfer of Discreet Securities during the Class Period, and (b) the facts, transactions, events, occurrences, disclosures, statements, acts or omissions or failures to act by Discreet or any other Defendant which were, could have been or could in the future be asserted in the Action or in any other action or proceeding or otherwise.

7. Upon the Effective Date, as defined in the Stipulation, the Class Representatives and all Class Members who have not properly excluded themselves from the Class, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, and any and all persons they represent, in their individual capacities, their capacities as purchasers, holders or sellers of Discreet common stock, and any and all corporate, representative or other capacities, for and in consideration of the Settlement and other good and sufficient consideration, shall be barred and enjoined from bringing, and shall conclusively be deemed to have released and forever discharged as by an instrument under seal, with respect to the Class Claims, Discreet; Richard J. Szalwinski; David N. MacRae; Gary G. Tregaskis; Douglas R. Johnson; Thomas Cantwell; David Foster; Terrence Higgins; 9002-1585 Quebec Inc.; Nearco Trustee Co. (Jersey) Ltd. Re: Gary Tregaskis Settlement; Robertson, Stephens & Co.; Volpe, Welty & Co.; Piper Jaffray Inc.; John T. Rossi; Charles H. Finnie; Hany M. Nada; Discreet's directors and

EXHIBIT B

officers insurance carriers; each of their respective past, present or future officers, directors, employees, predecessors, successors, acquirors, parents, subsidiaries, divisions, affiliates, partners, joint venturers, investors, underwriters, auditors, accounting firms, attorneys, agents, insurers, reinsurers or other representatives; and their respective heirs, executors, administrators, predecessors, successors and/or assigns; and any of them (the "Released Parties"). The Class Representatives and all Class Members who have not properly excluded themselves from the Class shall further, as of the Effective Date, conclusively be deemed to have waived the rights afforded by California Civil Code Section 1542 and any similar statute or law, or principle of common law, of California or any other jurisdiction.

8. Those persons, if any, identified in Exhibit A hereto shall be excluded from the Class and from any benefits under the Settlement and (a) said persons may not pursue any claims or remedies on behalf of those who are bound by this Order of Final Approval, Settlement Fairness, Final Judgment and Order of Dismissal (the "Judgment"), against the Defendants or the other Released Parties, or in connection with or relating in any way to the Class Claims compromised in the Settlement and (b) they shall not commence, maintain, or participate in any class, derivative or representative action relating in any way to the Class Claims compromised in the Settlement, to the extent permitted by law.

EXHIBIT B

9. Neither the Settlement, nor this Judgment, nor the fact of settlement shall in any way be construed as an admission or be deemed to be evidence of any liability or wrongdoing of any Defendant or any other person or entity, nor is the Judgment a finding of the validity or invalidity of any claims or defenses in the Action, or of any wrongdoing by any of the Defendants named therein. Neither the Settlement, this Judgment, nor the fact of settlement shall be used or construed as an admission of any fault, liability or wrongdoing by any person or entity. Neither the Settlement, the fact of settlement or the settlement proceedings, the settlement negotiations, the Judgment, nor any related document shall be offered or received in evidence as an admission, concession, presumption or inference against any person or entity in any proceeding other than such proceedings as may be necessary to consummate or enforce the Settlement.

10. The Court hereby approves the Plan of Allocation as fair, reasonable and equitable.

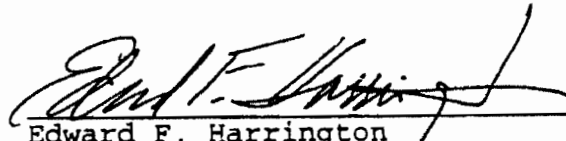
11. This Court hereby awards attorneys' fees in the amount of 30% of the Settlement Fund, including interest at the same net rate (after payment of any taxes) earned by the Settlement Fund, to all counsel for the Class Representatives. The Court further awards expenses (including experts' fees and expenses) in the amount of \$285,702.45 to all counsel for the Class Representatives. The foregoing awards of fees and expenses shall be paid out of, and shall not be in addition to, the

EXHIBIT B

Settlement Fund at the time and in the manner provided in the Stipulation, and shall be turned over to Class Counsel as provided in the Stipulation. Any and all allocations of attorneys' fees and expenses among the counsel for all Class Representatives shall be made by Co-Lead Counsel for the Class, who shall apportion the fees and expenses based upon their assessment, in their sole discretion, of the respective contributions to the litigation made by each counsel.

12. Without affecting the finality of this Judgment, the Court hereby reserves and retains continuing jurisdiction to order the performance of the Settlement, including, but not limited to, the approval or rejection of claims, and the distribution of the Settlement Fund in accordance with the Settlement and any further order. The provisions of this Judgment constitute a full and complete adjudication of the matters considered and adjudged herein, and the Court determines that there is no just reason for delay and directs, pursuant to Fed. R. Civ. P. 54(b), this Judgment to be entered as a final judgment with respect to all matters ordered, judged and decreed.

Dated this 25 day of November, 1997, at Boston,
Massachusetts.


Edward F. Harrington
United States District Judge

427nwd2523/13.401905-1



UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

*File
Settlement
Filed*

JOHN P. ABATO on Behalf of Himself and All
Others Similarly Situated,

Plaintiff,

v.

MARCAM CORPORATION, Paul A. Margolis,
David Slims and Stephen I. Lifshatz,

Defendants.

C.A. 94-11625-WGY

ORDER OF FINAL APPROVAL AND
FINAL JUDGMENT AND ORDER OF DISMISSAL
CONCERNING MARCAM DEFENDANTS

This matter having come before the Court for approval of a settlement of this action, and the Court, having considered all papers filed in connection therewith, and good cause appearing therefore, it is this 29th day of July, 1996, HEREBY

ORDERED, ADJUDGED, AND DECREED THAT:

1. Unless otherwise defined herein, all capitalized terms in this Order shall have the meanings ascribed to those terms in the Marcam Stipulation of Compromise and Settlement, dated May 20, 1996 (the "Marcam Stipulation"). The term "Plaintiff Class" shall mean and consist of:

All persons and entities who purchased Marcam Corporation common stock during the period from October 23, 1991 through October 7, 1993 inclusive (the "Class Period"). Excluded from the Plaintiff Class are Peat Marwick, Howard Reisman, Amalia Reisman, Galite Reisman, Kenneth Reisman, Talia Reisman, and Amgata Holdings Ltd. (collectively, the "Reismans"), Marcam, and any affiliate of these persons or entities, any present or former officers, directors, partners, principals, or employees of Peat Marwick, the Reismans, Marcam and affiliated entities, and the members of the immediate family of any such persons, and the legal representatives, heirs, successors-in-interest or assigns of any such excluded persons or entities. Also excluded from the Plaintiff Class are any persons who submit valid and timely requests for exclusion from the Plaintiff Class.

2. This Court has jurisdiction over the subject matter of this action and over all parties to this action, including all members of the Plaintiff Class, and hereby determines that due and proper notice of the proposed settlement of this action has been given to the members of the Plaintiff Class pursuant to Rule 23 of the Federal Rules of Civil Procedure and due process.

3. Based upon the evidence submitted by Class Counsel, this Court finds that the dissemination of the Notice of Class Action Determination, Proposed Settlements and Hearing on Settlements, and Right to Share in Settlement Proceeds (the "Notice") as previously authorized by the Court constitutes the best notice practicable, and due and sufficient notice to those entitled to such notice.

4. This Court hereby approves the settlement of the Class Action as set forth in the Marcam Stipulation, and finds the settlement embodied therein (the "Marcam Settlement") is, in all respects, fair, reasonable, and adequate to and in the best interests of the Plaintiff and the Plaintiff Class, especially in light of the complexity, expense and probable duration of further litigation, the discovery conducted to date, the risks of establishing liability and damages, the reasonableness of the consideration being given and the range of possible recoveries, and the Court further directs the parties to consummate the Marcam Settlement in accordance with the terms and provisions of the Marcam Stipulation.

5. With the exception of all those persons who have filed proper and timely requests for exclusion from the Plaintiff Class pursuant to the Notice previously disseminated in this litigation (those persons being identified in Exhibit A annexed hereto), this Court hereby dismisses on the merits, with prejudice and without costs to any party, the Class Action against the Marcam Defendants, namely Marcam Corporation, Paul A. Margolis, David Cairns and Stephen J. Lifshatz. All Class Members, except those identified in Exhibit A, are bound by the Marcam Settlement.

6. As used herein, the term "Settled Claims" shall mean any and all claims, allegations, liabilities, demands, rights, actions and causes of action (collectively "claims") of whatever nature, character or description, whether class, direct, representative, derivative or

individual in nature, known or unknown, foreseen or unforeseen, concealed or hidden, accrued or unaccrued that were asserted, or that could have been asserted, or that are related to claims that were or could have been asserted in any action or proceeding in this or any other court or forum or in the Class Action or otherwise by the Plaintiff Class or by any member or representative of the Plaintiff Class, for alleged violations of federal or state statutory or common law, or any other law, and for damages, interest, attorneys' fees, expert or consulting fees, and any other costs or expenses, (i) arising from or relating in any way to the purchase or sale of Marcam common stock during the Class Period; or (ii) arising from or relating in any way to Marcam's financial statements, and the restatement thereof, for its fiscal years 1991 through 1993, including all quarters therein, and the first and second quarters of fiscal 1994, and the auditing thereof; *except that* the term shall not include any claims that Plaintiff and the Plaintiff Class have against their brokers or against Marcam's independent auditors, Peat Marwick; and *except that* the term shall not include any claims for violation of the Marcam Stipulation (including all exhibits) and the Marcam Settlement.

7. Upon the Effective Date of the Marcam Settlement, as defined in Paragraph 10 of the Marcam Stipulation, the Plaintiff and all members of the Plaintiff Class who have not properly excluded themselves, on behalf of themselves, their agents, heirs, executors, administrators, successors and assigns, and any and all persons they represent, in their individual capacity, their capacity as purchasers, holders or sellers of Marcam securities, and any and all corporate, representative, or other capacities, for and in consideration of the Settlement and other good and sufficient consideration, shall be barred and forever enjoined from filing suit with respect to or prosecuting any and all Settled Claims against the Marcam Defendants, namely Marcam Corporation, Paul A. Margolis, David Cairns and Stephen J. Lifshatz, their respective past, present or future officers, directors, partners, limited partners, joint venturers, investors, underwriters, attorneys, agents, insurers, representatives and employees, and their respective heirs, executors, administrators, predecessors, successors, parents, subsidiaries, divisions, affiliates and assigns; *except that* nothing herein shall bar or enjoin the filing or prosecution of

any claims that Plaintiff and the Plaintiff Class have against their brokers or against Marcam's independent auditors, Peat Marwick; and *except that* nothing herein shall bar or enjoin the filing or prosecution of claims for violation of the Marcam Stipulation (including all exhibits) and the Marcam Settlement.

8. Those persons identified in Exhibit A hereto are excluded from the Plaintiff Class and (a) shall not be entitled to any benefits under the Marcam Settlement; (b) may hereafter pursue only their own remedies, if any, against the Marcam Defendants

9. Peat Marwick, as that term is defined in the Marcam Stipulation, and any other person or entity not Peat Marwick that Plaintiff or any member of the Plaintiff Class has sued or may sue (collectively, the "Barred Defendants") in connection with any and all claims that were asserted, or that could have been asserted, or that are related to claims that were or could have been asserted in any action or proceeding or in the Class Action or otherwise by the Plaintiff Class, or by any member or representative of the Plaintiff Class, for alleged violations of federal or state statutory or common law, or any other law, and for damages, interest, attorneys' fees, expert or consulting fees, and any other costs or expenses: (i) arising from or relating to the purchase or sale of Marcam common stock during the Class Period; or (ii) arising from or relating to Marcam's financial statements, and the restatement thereof, for its fiscal years 1991 through 1993 (including all quarters therein) and the first and second quarters of fiscal 1994, and the auditing thereof (collectively, "the Direct Claims"), are hereby barred, enjoined and precluded from asserting any claim, howsoever denominated, against the Marcam Defendants, or any of their predecessors, successors or assigns, or any of their past, present, or future partners, investors, underwriters, principals, directors, insurers, employees, agents, attorneys, or representatives of any of them, jointly or severally, seeking or in the nature of contribution, indemnification, or reimbursement for inter alia, any judgment, settlement, payment,

disbursement, cost, fee or expense of any type entered or incurred in connection with the prosecution, defense or settlement of the Class Action, Civil Action No. 94-11625-WGY, or any other claims made, or lawsuit filed by or on behalf of the Plaintiff or any member of the Plaintiff Class alleging any of the Direct Claims, provided however that claims, if any, other than claims asserted for or in the nature of contribution, indemnification or reimbursement for the Direct Claims shall not be barred, enjoined, or precluded as a result of this paragraph.

10. In the event that the Plaintiff or any member of the Plaintiff Class herein recovers a judgment against any Barred Defendant in any action or proceeding alleging any of the Direct Claims, then: (a) that judgment shall be set off and reduced by the comparative fault method, i.e., the judgment shall be set off and reduced by the percentage of the losses of Plaintiff or the Plaintiff Class, if any, for which the factfinder in that action or proceeding determines that the Marcam Defendants, or any of their predecessors, successors or assigns, or any of the present or former partners, principals, shareholders, officers, directors, insurers, employees, agents, attorneys or representatives of any of them (but not including the Barred Defendant), would have been responsible had they not settled with Plaintiff and members of the Plaintiff Class; and (2) the Barred Defendant shall be released by the Plaintiff and the Plaintiff Class from that portion of the judgment that is reduced or set off pursuant to this Bar Order.

11. The Marcam Stipulation, this Order and Final Judgment, and the fact of settlement shall not in any way be construed as an admission or be deemed to be evidence of any liability or wrongdoing whatsoever by any Marcam Defendant, nor is the Order and Final Judgment a finding of the validity or invalidity of any claims in the litigation or of any claims in the Class Action or of any wrongdoing by any of the Marcam Defendants named therein. Neither the Marcam Stipulation, this Order and Final Judgment, nor the fact of settlement shall be used or construed as an admission of any fault, liability, wrongdoing or injury to the Plaintiff Class by the Marcam Defendants or any other person. Neither the Marcam Stipulation, the fact of settlement or the settlement proceedings, the settlement negotiations, the Order and Final

Judgment, nor any related document shall be offered in evidence as an admission, concession, presumption or inference against any party in any proceeding other than in such proceedings as may be necessary to consummate or enforce the Marcam Stipulation and the Marcam Settlement.

12. This Court hereby awards Class Counsel attorneys' fees in the aggregate amount of \$1,725,000 to be paid from the Marcam Settlement Fund.

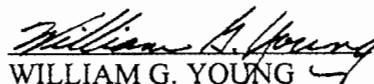
13. This Court hereby awards Class Counsel expenses incurred, including expert fees, in the aggregate amount of \$161,697.74 to be paid from the Marcam Settlement Fund.

14. The award of attorneys' fees shall bear interest at the rate actually earned on the Marcam Settlement Fund.

15. The Court hereby awards an incentive payment of \$5,000 to the Class Representative as an award for undertaking representation of the Plaintiff Class, and assistance provided to Class Counsel in the course of the litigation, to be paid from the Marcam Settlement Fund.

16. Without affecting the finality of this judgment, the Court hereby reserves and retains continuing jurisdiction to order the performance of the Marcam Settlement, including, but not limited to, the approval or rejection of claims, and the distribution of the Marcam Settlement Fund in accordance with the Marcam Settlement and the Court's further orders. Any appeal of the approval or lack of approval of any plan of allocation, fees, costs or incentive awards, shall not prevent this Settlement from becoming effective. The provisions of this Order constitute a full and complete adjudication of the matters considered and adjudged herein, and, the Court determines that there is no just reason for delay and directs, pursuant to Fed. R. Civ. P. 54(b), this Final Judgment to be entered with respect to all matters ordered, judged and decreed.

Dated: July 29, 1996


WILLIAM G. YOUNG
UNITED STATES DISTRICT JUDGE

marcam\sf\inorma

EXHIBIT A

NO CLASS MEMBER HAS REQUESTED EXCLUSION

DIST. OF MASS.

FILED IN OPEN COURT

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

DATE

4/4/96

Carrie Thomas
Deputy Clerk

IN RE: CAMBRIDGE BIOTECH CORP.
SECURITIES LITIGATION

CIVIL ACTION
NO. 93-12486-REK

FINAL ORDER AND JUDGMENT

This matter came before the Court upon a motion for final approval of the terms of (i) the Agreement of Partial Settlement ("Agreement 1") between the Plaintiffs in the above-captioned action and Patrick J. Leonard, Peter P. Hartman and Keith D. Jones (the "Individual Defendants") and (ii) the Stipulation and Agreement of Settlement ("Agreement 2") between the Plaintiffs and Cambridge Biotech Corporation ("Cambridge Biotech") (together, the "Agreements"). Terms defined in the Agreements are used herein with the same meanings unless defined differently herein. The Court having held a hearing on the proposed Settlement as embodied in the Agreements (the "Settlement"), and having considered the papers submitted in support of the Settlement and all prior proceedings herein,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. This Court has jurisdiction over the subject matter of this Action and over all parties to this Action, including but not limited to, all members of the Settlement Class, Cambridge Biotech, and the Individual Defendants.

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2. A Settlement Class is hereby certified, consisting of all those persons who purchased the common stock of Cambridge Biotech during the period from February 28, 1992 to and including May 9, 1994 (the "Settlement Class Period") and were damaged thereby. For purposes of the Settlement, the following plaintiffs are certified as Class Representatives: Steve and Candice Flig, Theodore J. Rogus, Philip Cochran, Edward and Elizabeth McDaid, Jacob B. Turner, Randy Ruffrano, Cynthia L. Zucaro, Brandon Harris, Athanasios Cheliotis, Bert Vladimir, Eli Kramer, Joseph Amrhein, Shelby Gordon, Roger A. Kimber, Alvin Levine, Felix Obeski, Joseph B. Malanik, Florence Malanik, Robert J. Vitkus, Bernard Leibowitz, Tzvi Shafer, and Sheila Schrank. The Settlement Class and Class Representatives are certified only with respect to the Settlement with Cambridge Biotech and the Individual Defendants. Excluded from the Class are the Individual Defendants, the members of their immediate families, Cambridge Biotech, Deloitte & Touche, parents, subsidiaries, affiliates, successors, and assigns of Cambridge Biotech or Deloitte & Touche, and their respective officers and directors. Also excluded from the Settlement Class are those persons identified on Exhibit A hereto who filed timely and valid requests for exclusion.

3. In accordance with the Agreements and Order of the Court, Plaintiffs caused to be mailed to the Settlement Class members a Notice of Class Action Determination And

Hearing On Settlement (the "Notice") and caused to be published once in the national edition of The Wall Street Journal a summary notice (the "Summary Notice") of the pendency of the Settlement of this Consolidated Action and of the opportunity to object to the Settlement. An affidavit of mailing of the Notice and publication of the Summary Notice was duly filed with the Court.

4. The Notice and the Summary Notice constitute the best notice practicable under the circumstances. The Affidavit of Mailing and Publication filed with this Court demonstrates that this Court's Orders with respect to the Notice and Summary Notice have been complied with and that the best notice practicable under the circumstances was in fact given and constituted valid, due and sufficient notice to all persons entitled thereto, fully and accurately informing all such persons of all material elements of the claims and the Settlement and complying fully with Rule 23 of the Federal Rules of Civil Procedure, due process and any other applicable law.

5. The Agreements and Settlement are not admissions of wrongdoing by Cambridge Biotech or the Individual Defendants, nor is this Judgment a finding of the validity of any claims in this Consolidated Action or of any wrongdoing by any person. The Agreements, including the exhibits thereto, shall not be offered or received in evidence in any action or proceeding against Cambridge

Biotech or the Individual Defendants, in any court, administrative agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this Judgment, the Agreements, or the provisions of any related agreements or releases; except that the Agreements and the exhibits thereto may be filed in this Consolidated Action or related actions as evidence of the Settlement.

6. The Agreements and Settlement are approved as entered into in good faith and as fair, reasonable and adequate to the Settlement Class within the meaning of Federal Rule of Civil Procedure 23 and are in the best interests of the Settlement Class. The parties to the Agreements are hereby directed to consummate the Agreements in accordance with their terms and provisions.

7. This Consolidated Action is dismissed with prejudice as to Cambridge Biotech, the Individual Defendants, and all other present and former directors and officers of Cambridge Biotech, without costs to any party as against any other.

8. All Settlement Class Members who have not timely and validly requested exclusion are forever enjoined and barred from commencing or prosecuting, either directly, representatively, or in any other capacity, a class action or any other action, claim, or counterclaim against Cambridge Biotech, the Individual Defendants, or other present and former directors and officers of Cambridge

Biotech with respect to, based on, arising from, or for any and all Class Claims or claims released in the Proof of Claim and Release forms and the Agreements (the Released Claims).

9. On the later to occur of the Settlement Effective Dates defined in Agreement 1 and defined in Agreement 2, each Settlement Class Member who has not timely and validly requested exclusion shall be deemed conclusively to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished, and discharged all the Released Claims against Cambridge Biotech, the Individual Defendants, and all other present or former officers and directors of Cambridge Biotech.

10. Plaintiffs' Counsel shall maintain the Settlement Fund (as defined in Agreement 1) in an interest-bearing escrow account. The Escrow Agents, Plaintiffs' Counsel, and the Settlement Administrator shall have no liability to any Class member with respect to any aspect of the administration of this Settlement, including but not limited to the processing of Proofs of Claim and the distribution of the Settlement Fund to Class members. Similarly, the Escrow Agents shall not be liable for any action or inaction in carrying out their role as Escrow Agents, except for their own gross negligence or misconduct.

11. The Court reserves jurisdiction, without affecting the finality of this Judgment, over: (a) implementation of

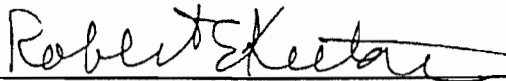
the Settlement and any award, distribution or other disposition of the Combined Settlement Fund; (b) enforcing and administering this Judgment, (c) enforcing and administering the Agreements, including any releases executed or deemed to have been executed in connection therewith; and (d) other matters related or ancillary to the foregoing.

12. The Court hereby awards to Plaintiffs' counsel as attorneys' fees 30% of the Cash Settlement Fund established pursuant to Agreement 1, plus interest at the rate earned on the Cash Settlement Fund, and 30% of the shares of common stock to be paid to the Settlement Class pursuant to Agreement 2. The Court awards to Plaintiffs' counsel for reimbursement of costs and expenses the cash sum of \$61,080.16, to be paid out of the Cash Settlement Fund, after the later to occur of the Effective Dates defined in Agreement 1 and Agreement 2. The allocation among counsel for the plaintiffs of the amounts awarded as attorneys' fees shall be in the sole discretion of the Executive Committee of Plaintiffs' Counsel, based on each counsel's relative contribution to the case.

13. The Court hereby determines that there is no just reason for delay and directs that this judgment be entered by the clerk forthwith pursuant to Federal Rule of Civil Procedure 54(b). The direction of the entry of final judgment pursuant to Rule 54(b) is appropriate and proper

because this judgment fully and finally adjudicates the claims of the Plaintiffs and the Settlement Class against Cambridge Biotech and the Individual Defendants in this Consolidated Action, it allows consummation of the Settlement, and it will expedite the distribution of the Settlement proceeds to the Settlement Class Members.

Dated: Boston, Massachusetts
April 4th, 1996



Robert E. Keeton,
United States District Judge

EXHIBIT A

<u>Name</u>	<u>Number of Shares Purchased During Class Period</u>
Wayne V. Anderson P.O. Box 1796 Kingsland, TX 78639	2,000
Banque Pour Industries Francaise USA Account No. BSLH7576002 c/o Mellon Trust/The Boston Co. Three Mellon Bank Center, Rm. 3631 Pittsburgh, Pennsylvania 15259	100
Grant H. Burlingame 23 Parker Avenue Holden, Massachusetts 01520	900
Frank A. Dobson 53 Lepes Road Somerset, Massachusetts 02726	1,000
Florence A. Dunn and Howard P. Dunn 50 Northeast Village Road Concord, New Hampshire 03301	200
June C. O'Brien 38 Palisade Avenue Emerson, New Jersey 07630	800
Louise R. Reynders P.O. Box 30271 Sea Island, Georgia 31561	800
Tim White 34 Goldgate Cres. Orangeville, Ontario Canada L9W 4B5	808
TOTAL	6,608

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FILE
Settlement
pleased

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

IN RE: COPLEY PHARMACEUTICAL,
INC. SECURITIES LITIGATION

C.A. NO. 94-11897 (WGY)

THIS DOCUMENT RELATES TO:
ALL ACTIONS

**ORDER OF FINAL APPROVAL AND
FINAL JUDGMENT AND ORDER OF DISMISSAL**

This matter having come before the Court for approval of a settlement of the above-entitled consolidated action (the "Action"), and the Court, having considered all papers filed in connection therewith, and good cause appearing therefor, it is this 8th day of February, 1996,

ORDERED, ADJUDGED, AND DECREED THAT:

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the meanings ascribed to those terms in the Stipulation of Compromise and Settlement, dated November 17, 1995 (the "Settlement" or "Stipulation"). The term "Class" shall mean and consist of: all persons and entities who purchased common stock of Copley Pharmaceutical, Inc. ("Copley") in the public market, pursuant to public offerings, or otherwise during the period October 15, 1992 through December 6, 1994, inclusive. This period shall be known hereinafter as the "Class Period." Excluded from the Class are Copley, Jane C.I. Hirsh, Anthony A. Bonelli, Steven N. Tannenbaum, Mark Hirsh, Theodore

(111)

Iorio, Bernard Grubstein (collectively, the "Defendants"), their assignees, trustees and members of their immediate families, Hoechst Celanese Corporation ("Hoechst"), and the officers, directors, affiliates, successors and assigns of Copley and Hoechst.

2. This Court has jurisdiction over the subject matter of this Action and over all parties to this Action, including all members of the Class, and hereby determines that due and proper notice of the proposed Settlement has been given to the members of the Class pursuant to Rule 23 of the Federal Rules of Civil Procedure and due process.

3. Based upon the affidavits submitted by the Claims Administrator, this Court finds that the dissemination of the Notice of Class Action Determination, Proposed Settlement and Hearing Thereon, and Right to Share in Settlement Proceeds (the "Notice") as previously authorized by the Court, constitutes the best notice practicable, and due and sufficient notice to those entitled to such notice.

4. This Court hereby approves the Settlement and finds the Settlement is, in all respects, fair, reasonable, and adequate, and in the best interest of the Class, especially in light of the complexity, expense and probable duration of further litigation, the discovery conducted to date, the risks of establishing liability and damages, and the reasonableness of the consideration to be given in the proposed Settlement considering the range of possible recovery and the attendant risks of

litigation, and the Court further directs the parties thereto to consummate the terms and provisions of the Settlement.

5. With the exception of all those persons who have filed proper and timely requests for exclusion from the Class pursuant to the Notice previously disseminated in this Action (those persons being identified in Exhibit A annexed hereto), this Court hereby dismisses the Second Consolidated Amended Complaint and all claims of any kind that were made, could have been made, or could in the future be made, in the future be made, in the Class Action, or any other action or proceeding, against the Defendants, on the merits, with prejudice, and in full and final discharge of any and all Class Claims against the Defendants, and without costs (except as provided in the Stipulation) to be binding on the Class Representatives and all Class Members. This Court specifically finds that all Class Members, except those identified in Exhibit A, are bound by the Settlement and this Order.

6. As used herein, the term "Class Claims" shall mean any and all claims, debts, demands, actions, causes of action, damages, rights, suits, sums, and any other liabilities whatsoever, both at law and in equity, whether known or unknown, accrued or unaccrued, liquidated or contingent, or matured or unmatured, of or by the Class, or any member or representative of the Class, whether class, derivative or individual in nature, that were asserted, could have been asserted, could in the future be asserted, or are related to claims that were, could have been,

or could in the future be asserted, in the Action or in any other action or proceeding or otherwise, including, without limitation, any claims for alleged violations of federal or state statutory or common law, or any other law, and for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses or liability whatsoever, including, without limitation, any and all claims: (a) arising from or relating to the purchase or sale of Copley common stock during the Class Period in the public market, pursuant to public offerings, or otherwise, or (b) arising from or relating to Copley's or any other Defendant's statements or alleged omissions to make statements during the Class Period, including, without limitation, in filings with the Securities and Exchange Commission.

7. Upon the Effective Date, as defined in the Stipulation, the Class Representatives and all Class Members who have not properly excluded themselves from the Class, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, and any and all persons they represent, in their individual capacities, their capacities as purchasers, holders or sellers of Copley common stock, and any and all corporate, representative or other capacities, for and in consideration of the Settlement and other good and sufficient consideration, shall be barred and enjoined from bringing, and shall conclusively be deemed to have released and forever discharged as by an instrument under seal, with respect to the Class Claims, the Defendants; Hoechst (including, without

limitation, the following Hoechst-affiliated entities: HCCP Acquisition Corp., Hoechst Aktiengesellschaft, Hoechst Corporation, Hoechst Celanese Insurance Company, Hoechst Marion Roussel, Inc., Hoechst Roussel Pharmaceuticals Inc., Hoechst Versicherungs-Aktiengesellschaft, and Roussel Uclaf, S.A.); Copley's and Hoechst's directors and officers insurance carriers; their respective past, present or future officers, directors, employees, parents, subsidiaries, divisions, affiliates, partners, joint venturers, investors, underwriters, auditors, accounting firms, attorneys, agents, insurers, or representatives; and their respective heirs, executors, administrators, predecessors, successors and/or assigns, and any of them (the "Released Parties").

8. Those persons identified in Exhibit A hereto shall be excluded from the Class and from any benefits under the Settlement and (a) said persons may not pursue any claims or remedies on behalf of those who are bound by this Order of Final Approval and Final Judgment and Order of Dismissal (the "Judgment"), against the Defendants or the other Released Parties, or in connection with or relating in any way to the Class Claims compromised in the Settlement and (b) they shall not commence, maintain, or participate in any class, derivative, or representative action relating in any way to the Class Claims compromised in the Settlement.

9. The Settlement, this Judgment, and the fact of settlement shall not in any way be construed as an admission or

be deemed to be evidence of any liability or wrongdoing of any Defendant or any other person or entity, nor is the Judgment a finding of the validity or invalidity of any claims or defenses in the Action, or of any wrongdoing by any of the Defendants named therein. Neither the Settlement, this Judgment, nor the fact of settlement shall be used or construed as an admission of any fault, liability or wrongdoing by any person or entity. Neither the Settlement, the fact of settlement or the settlement proceedings, the settlement negotiations, the Judgment, nor any related document shall be offered or received in evidence as an admission, concession, presumption or inference against any person or entity in any proceeding other than such proceedings as may be necessary to consummate or enforce the Settlement.

10. The Court hereby approves the Plan of Allocation as fair, reasonable and equitable.

11. This Court hereby awards attorneys' fees in the amount of 33% of the Settlement Fund to all counsel for the Class Representatives. The Court further awards expenses (including experts' fees and expenses) in the amount of \$336,557 to all counsel for the Class Representatives. The foregoing awards of fees and expenses shall be paid out of, and shall not be in addition to, the Settlement Fund at the time and in the manner provided in the Stipulation. Any and all allocations of attorneys' fees and expenses among the counsel for all Class Representatives shall be made by Co-Lead Counsel for the Class, who shall apportion the fees and expenses based upon their

assessment, in their sole discretion, of the respective contributions to the litigation made by each counsel.

12. This Court hereby awards Compensatory Awards in the amount of \$5,000 each to those Class Representatives whose depositions were taken in this Action and \$2,000 to each of the remaining Class Representatives, which shall be paid out of, and shall not be in addition to, the Settlement Fund at the time and in the manner provided in the Settlement.

13. The awards of attorneys' fees and expenses shall bear interest, from the date of the entry of this Judgment until the fees and expenses are paid, at the rate earned by the Settlement Fund.

14. Without affecting the finality of this Judgment, the Court hereby reserves and retains continuing jurisdiction to order the performance of the Settlement, including, but not limited to, the approval or rejection of claims, and the distribution of the Settlement Fund in accordance with the Settlement and any further order. The provisions of this Judgment constitute a full and complete adjudication of the matters considered and adjudged herein, and the Court determines that there is no just reason for delay and directs, pursuant to

Fed. R. Civ. P. 54(b), this Judgment to be entered as a final judgment with respect to all matters ordered, judged and decreed. Dated this 8th day of February, 1996, at Boston, Massachusetts.

William G. Young
William G. Young
United States District Judge

Exhibit G

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

IN RE AMERICAN TOWER CORPORATION
SECURITIES LITIGATION

No. 06-CV-10933 (MLW)

AFFIDAVIT OF HOWARD MULCAHEY

STATE OF NEW YORK)
)
COUNTY OF MONROE) ss.:

HOWARD MULCAHEY, being of age and duly sworn, deposes and says:

1. I respectfully submit this affidavit to summarize the services rendered and the bases for professional fees charged and expenses incurred in connection with consulting work that I and certain of my colleagues performed on behalf of Lead Plaintiff Steamship Trade Association-International Longshoremen's Association Pension Fund ("STA-ILA") and the Class in this action. I have personal knowledge of the matters referred to herein.

2. I am a Vice President of Forensic Economics, Inc. ("Forensic Economics"), an economics and litigation consulting firm in Rochester, New York. I hold a Masters of Business Administration from the William E. Simon Graduate School of Business, and Bachelor of Science degree in Liberal Arts from Hobart College. In addition to working at Forensic Economics, Inc. since 2002, I have consulted on numerous litigation assignments pertaining to financial valuations, intellectual property valuations, securities litigation, analysis of stock price responses to public information, and other matters. A copy of my curriculum vitae is annexed hereto as Exhibit 1.

3. Lead Counsel for STA-ILA engaged Forensic Economics to provide consulting services on a non-contingent basis with respect to (a) damages and loss causation issues for purposes

of mediation and settlement, and (b) issues relating to allocation of the settlement proceeds among members of the Class.

4. During the period from September 2007 through January 2008, I performed various tasks at the direction of Lead Counsel, principally an analysis of loss causation issues and a calculation of aggregate and per-share damages. Our analysis included an event study to examine the timing and price reaction of new information disseminated to the market. We calculated the excess price changes, net of market and industry influences as predicted by a market model, which resulted from a disclosure of new information related to the alleged wrongdoing of American Tower Corporation ("AMT"). I was assisted by members of Forensic Economics' professional staff in carrying out certain of these assignments.

5. To my knowledge, this work was not duplicative of any of the services provided by Lead Counsel for STA-ILA or other Plaintiffs' counsel, and none of these tasks could have been undertaken effectively by counsel alone.

6. Pursuant to the engagement, it was agreed that the fees for the services described above would be based on the standard hourly rates typically charged by Forensic Economics for services of this type in similar engagements. In addition, we incurred out-of-pocket expenses of \$3,445.73 principally for purchasing news articles and analyst reports. Set forth below are the names of the persons who did work on this matter, the hours expended, the hourly rates, and the fees charged:

<u>Forensic Economics Staff</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Frank Torchio	15.50	375.00	5,812.50
Howard Mulcahey	138.25	230.00	31,797.50
Kenneth Kotz	0.75	250.00	187.50
Steve Haas	3.50	175.00	612.50
			<u>38,410.00</u>
<u>Out Of Pocket Expenses</u>			3,445.73
Total			41,855.73


7. The complete statements we submitted to Lead Counsel for professional services rendered are annexed hereto collectively as Exhibit 2.

8. This engagement demanded the requisite degree of professional expertise and experience possessed by me and by the individuals who worked on the engagement under my direct supervision and control. I consider the fees and expenses set forth above to be reasonable and not excessive for the nature of the engagement and were expended in connection with services authorized by Lead Counsel.



HOWARD MULCAHEY

Sworn to before me this
29 day of April, 2008.



Notary Public

MICHAEL D. BEDWORTH
Notary Public, State of New York
Qualified in Monroe County
Reg. #01BE6027256
My Commission Expires June 28, 2011

2007 Statement
FORENSIC ECONOMICS, INC.
95 Allens Creek Road
Building 2, Suite 303
Rochester, NY 14618
(585) 385-7440

Federal I.D. Number 16-1441992

Date: January 15, 2008

To: David Goldsmith
Labaton Sucharow LLP
140 Broadway
New York, NY 10005

Case American Tower

Time Period	Invoice Number	Amount Billed	Amount Paid
For Sep. 2007	Ame2709	9,044.50	9,044.50
For Oct. 2007	Ame2710	25,393.73	25,393.73
For Dec. 2007	Ame2712	1,432.50	

Total	\$	35,870.73	\$	34,438.23
Balance Due			\$	<u>1,432.50</u>

Make checks payable to Forensic Economics, Inc.

INVOICE

FORENSIC ECONOMICS, INC.

95 Allens Creek Road
Building 2, Suite 303
Rochester, NY 14618
(585) 385-7440

Federal I.D. Number 16-1441992

Invoice No.: Ame2709
Date: October 15, 2007

To: David Goldsmith
Labaton Sucharow LLP
140 Broadway
New York, NY 10005

Description: American Tower
for: September 2007

	Hours	\$ per Hr.	Total
Frank Torchio	3.50	\$375	1,312.50
Howard Mulcahey	26.00	\$230	5,980.00

Out of Pocket Expenses

News Stories & Chronology	1,554.00
Analyst Reports - Reuters Knowledge	198.00

Total	\$ 9,044.50
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Make checks payable to Forensic Economics, Inc.

INVOICE

FORENSIC ECONOMICS, INC.

95 Allens Creek Road
Building 2, Suite 303
Rochester, NY 14618
(585) 385-7440

Federal I.D. Number 16-1441992

Invoice No.: Ame2710
Date: November 15, 2007

To: David Goldsmith
Labaton Sucharow LLP
140 Broadway
New York, NY 10005

Description: American Tower
for: October 2007

	Hours	\$ per Hr.	Total
Frank Torchio	8.00	\$375	3,000.00
Howard Mulcahey	90.00	\$230	20,700.00

Out of Pocket Expenses

News Stories - Bloomberg	500.28
Analyst Reports - Reuters Knowledge	750.00
Analyst Reports - Thomson Financial	443.45

Total	\$ 25,393.73
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Make checks payable to Forensic Economics, Inc.

INVOICE

FORENSIC ECONOMICS, INC.

95 Allens Creek Road
Building 2, Suite 303
Rochester, NY 14618
(585) 385-7440

Federal I.D. Number 16-1441992

Invoice No.: Ame2712
Date: January 15, 2008

To: David Goldsmith
Labaton Sucharow LLP
140 Broadway
New York, NY 10005

Description: American Tower
for: December 2007

	Hours	\$ per Hr.	Total
Kenneth Kotz	0.75	\$250	187.50
Howard Mulcahey	2.75	\$230	632.50
Steve Haas	3.50	\$175	612.50

Total	\$ 1,432.50
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Make checks payable to Forensic Economics, Inc.

2008 Statement
FORENSIC ECONOMICS, INC.
95 Allens Creek Road
Building 2, Suite 303
Rochester, NY 14618
(585) 385-7440

Federal I.D. Number 16-1441992

Date: February 15, 2008

To: David Goldsmith
Labaton Sucharow LLP
140 Broadway
New York, NY 10005

Case American Tower

Time Period	Invoice Number	Amount Billed	Amount Paid
	(See 2007 Statement)	35,870.73	34,438.23
For Jan 2008	Ame2801	5,985.00	

Total	\$	41,855.73	\$	34,438.23
Balance Due			\$	<u>7,417.50</u>

Make checks payable to Forensic Economics, Inc.

INVOICE

FORENSIC ECONOMICS, INC.

95 Allens Creek Road
Building 2, Suite 303
Rochester, NY 14618
(585) 385-7440

Federal I.D. Number 16-1441992

Invoice No.: Ame2801
Date: February 15, 2008

To: David Goldsmith
Labaton Sucharow LLP
140 Broadway
New York, NY 10005

Description: American Tower
for: January 2008

	Hours	\$ per Hr.	Total
Frank Torchio	4.00	\$375	1,500.00
Howard Mulcahey	19.50	\$230	4,485.00

Total	\$ 5,985.00
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Make checks payable to Forensic Economics, Inc.

Exhibit H

IN RE AMERICAN TOWER CORPORATION
SECURITIES LITIGATION

AFFIDAVIT OF PAUL MULHOLLAND

SS.:

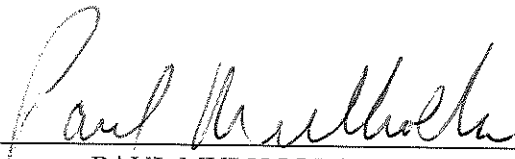
4. Lead Counsel for STA-ILA engaged me to provide consulting services on a non-contingent basis with respect to damages and loss causation issues in connection with STA-ILA's

Consolidated Amended Complaint for Violations of the Federal Securities Laws, filed with this Court on March 26, 2007 (the "Complaint").

5. During the period from August 2006 through August 2007, I performed various tasks at the direction of Lead Counsel, principally, I reviewed the Complaint; reviewed publicly available information (press releases, analyst reports, SEC reports, news articles, etc.) of American Tower Corporation ("AMT") during the Class Period; reviewed price and volume activity; reviewed and analyzed defendant's motion to dismiss; analyzed AMT trading activity; prepared a detailed chronological analysis of impact of public disclosures on AMT's stock price during the Class Period; analyzed various comparative companies and industry indices; prepared an event study and t-stat analysis to determine statistical significance of the alleged corrective disclosures in the Complaint; analyzed various loss causation issues; determined true value and estimated 10b-5 inflation during the Class Period; made adjustments pursuant to PSLRA 90-day look back provisions; prepared a detailed analysis of institutional trading activity during the Class Period; prepared alternative 10b-5 damages analyses under various assumptions; provided other consulting services as requested by Lead Counsel. This work was not duplicative of any of the services provided by Lead Counsel for STA-ILA or other Plaintiffs' counsel. In my view, none of these tasks could have been undertaken effectively by counsel alone.

6. Pursuant to the engagement, it was agreed that the fees for the services described above would be based on my standard hourly rate of \$325, a rate I typically charge for services of this type in similar engagements. The complete statement I submitted to Lead Counsel for professional services rendered is annexed hereto as Exhibit II.

7. This engagement demanded the requisite degree of professional expertise and experience possessed by me. I consider the fees set forth above to be reasonable and not excessive for the nature of the engagement and were expended in connection with services authorized by Lead Counsel.


PAUL MULHOLLAND

Sworn to before me this
25th day of April, 2008.


Notary Public

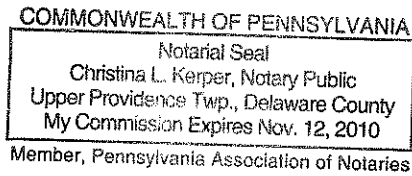


EXHIBIT I

PAUL MULHOLLAND, CPA, CVA

Mr. Mulholland is the president and owner of Mulholland & Co., LLC founded in April 1999. Attached is Mulholland & Co.'s summary of services.

From 1992 to 1999, Mr. Mulholland was Senior Vice President of Philadelphia Investment Banking Company. His area of activities included litigation consulting and support, general business valuation services, debt and equity financings, joint ventures, forensic accounting, gift tax planning, estate planning, corporate financial advisory work, "working CFO" assignments, merger and acquisition, and leveraged and management buyouts.

From 1986 to 1992, Mr. Mulholland was Chief Financial Officer of Terramics Property Company, a Philadelphia-based regional commercial real estate company with a \$150 million real estate portfolio. He was responsible for asset management, financial reporting, budgets, bank and investor liaison, debt restructurings, refinancings, contract negotiations, tax matters, treasury functions and cash management.

From 1984 to 1986, Mr. Mulholland was Chief Financial Officer of American Health Systems, Inc., a \$40 million (revenue) nursing home management company, and was responsible for financial reporting, taxation, budgeting, cash management, cost containment, risk management and regulatory reporting.

From 1980 to 1984, Mr. Mulholland was employed at Coopers & Lybrand. He planned and directed audit engagements in a variety of industries, including preparation of financial statements, SEC reporting, and evaluation of internal accounting systems and supervision of staff accountants.

Mr. Mulholland holds a BS in Accounting from Wheeling Jesuit University and is a Certified Public Accountant and a Certified Valuation Analyst. He is a member of the AICPA and NACVA. He serves on advisory boards and board of directors of several companies in the Philadelphia area. Mr. Mulholland is an adjunct professor of accounting and finance at Neumann College.

SUMMARY OF SERVICES

The following are specific services provided by Mullholland & Co., LLC:

- **Evaluations and Economic Analyses**

- Litigation consulting and support
 - Damage analysis
 - General business valuations
 - Financial and tax advisory
 - ESOP transactions/annual evaluations; corporate repurchases
 - Merger, acquisition and divestiture analyses

- **Financings**

- Private debt and equity financings
 - Joint ventures
 - Other specialized financings

MULHOLLAND & COMPANY, L.L.C.

ECONOMIC & VALUATION
ADVISORY SERVICES

225 STATE ROAD
MEDIA, PA 19063
TELEPHONE: (610) 891-9852
FACSIMILE: (610) 891-6936

January 15, 2007

Christopher J. Keller, Esquire
Labaton Sucharow & Rudoff LLP
100 Park Avenue
12th Floor
New York, NY 10017-5563

Re: American Tower Corporation Securities Litigation

INVOICE

Reviewed:

- * Complaint
- * Press releases and articles on American Tower Corporation ("American Tower")
- * Publicly available stock data and company information such as Vickers Stock Reports on American Tower
- * Insider trading data
- * Institutional trading data
- * American Tower's stock price and volume data
- * Data on various indices
- * Forms 10-K, 10-Q and other SEC reports issued during the Class Period
- * Review of American Tower's trading activity

Prepared detailed chronological analysis of stock price and volume data, articles, press releases, SEC filings and analyzed nature and effect of Class Period-ending announcement and other Loss Causation issues

Prepared preliminary 10b-5 analysis; reviewed data on the Company's capital structure and the activity of shareholders during the class period; examined various trading data including trading patterns, volumes, and velocities in the class period, and determined intra-period price movements, trends and intra-period trading; reviewed general market activity and price movements during and since the class period; and analyzed institutional activity

Determined true value and inflation for common stock during the Class Period.

Paul Mulholland's Time 29.50 hours (see attached) @ \$325 per hour..... **\$9,587.50**

Out of pocket Expenses (see attached)..... **\$ 410.00**

Total **\$ 9,997.50**

PAUL MULHOLLAND'S TIME

08/08/06 American Tower
08/09/06 American Tower
08/10/06 American Tower
11/29/06 American Tower
11/30/03 American Tower
12/04/08 American Tower

7.75 various discussion with Chris Keller, SEC reports,
review of new articles and public information on options backdating, review analyst reports re: American Tower, review of price volume activity
8.25 preparation of preliminary 10b-5 damage analysis, preliminary review of institutional and insider trading activity.
5.75 additional detail analysis of institutional trading activity and holdings during the Class Period
2.75 various discussions with Beth Hoffman and review of additional disclosures re: option backdating and American Tower
3.50 preparation of Loss Causation memorandum and discussion with Beth Hoffman
1.50 discussions with Lynda Grant, review of recent disclosures, Class Period and Loss Causation issues
29.50

OUT OF POCKET EXPENSES

Vickers Stock Research Reports for Institutional Activity	\$350.00
Fitch Group/Factiva Retrieval of News Articles re: AMT	<u>\$60.00</u>
Total	<u>\$410.00</u>

MULHOLLAND & COMPANY, L.L.C.

Exhibit II

ECONOMIC & VALUATION
ADVISORY SERVICES

225 STATE ROAD
MEDIA, PA 19063
TELEPHONE: (610) 891-9852
FACSIMILE: (610) 891-6936

December 5, 2007

Christopher J. Keller, Esquire
Labaton Sucharow & Rudoff LLP
100 Park Avenue
12th Floor
New York, NY 10017-5563

Re: American Tower Corporation Securities Litigation

INVOICE # 2

Preparation of event study and t-stat analysis to determine the statistical significance of curative disclosures. Detail review of various comparative indices. Analysis of several curative disclosures after the Class Period. Various discussions with counsel. Preparation of additional damage analyses including both a two-trader and one-trader model. Continued review of 90-day look-back adjustments. Review of defendants' motion and discussed various issues with counsel. Continued analyses of inflation and true value throughout the Class Period. Detailed analysis of institution hold through and institutional trading activity. Additional revision to damage analysis, inflation per share consultation with counsel in preparation of mediation.

Paul Mulholland's Time 68 hours (see attached) @ \$325 per hour.....**\$22,100.00**

PAUL MULHOLLAND'S TIME

01/24/07	American Tower	4.75	provided revised damage analysis to include additional disclosures
03/04/07	American Tower	5.75	review if various comparative indices and review of industry disclosures and industry price movements
03/05/07	American Tower	7.25	event study and T-stat analysis, determination of an appropriate "control period"
03/19/07	American Tower	5.00	revision to event study and initial determination of true value and inflation during the Class Period, various discussion with counsel
03/22/07	American Tower	3.75	comparison to Bloomberg Telecom Index, to several other indices and American Tower, preparation of various graphs, discussion with counsel re: loss causation issues
04/23/07	American Tower	4.75	review of amended consolidated complaint
05/08/07	American Tower	7.50	update of event study and loss causation issues, detailed review of insider and institutional trading activity
05/09/07	American Tower	6.00	revisions to true value and inflation during the Class Period, review of SEC reports and detailed review of additional public disclosures re: option backdating
05/10/07	American Tower	5.75	preparation of revised 10b-5 damages based on results of the event study
05/11/07	American Tower	4.25	updated 10b-5 damage analysis using under various assumptions (one-trader, two-trader and three-trader model)
05/18/07	American Tower	1.50	review of defendants' motion to dismiss and discussion with counsel
05/21/07	American Tower	2.75	analysis of comments in defendants' motion to dismiss reports, discussion with counsel
06/14/07	American Tower	0.75	discussion with counsel and minor revision to damage analysis
06/15/07	American Tower	2.75	review of additional as requested by counsel, overview of additional 90 day look back issues, additional analysis
08/20/07	American Tower	2.25	update of damage analysis, discussions with counsel
08/23/07	American Tower	<u>3.25</u>	various alternative to damages and discussions with counsel
		<u>68.00</u>	

EXHIBIT I

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

IN RE AMERICAN TOWER CORPORATION
SECURITIES LITIGATION

No. 06-CV-10933 (MLW)

AFFIDAVIT OF PAUL MULHOLLAND
CONCERNING STATUS OF NOTICE AND CLAIMS ADMINISTRATION TO DATE

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF DELAWARE)

§§.

PAUL MULHOLLAND, being of age and duly sworn, deposes and says:

1. I respectfully submit this affidavit to summarize notice and claims administrative services by Strategic Claims Services, LLC (“SCS”) and the basis for SCS’s fees and expenses in connection with services in this action. I have personal knowledge of the matters referred to herein.

2. SCS is a nationally recognized notice and claims administration firm specializing in class action litigation services. Our staff consists of experienced CPAs, information technology specialists, and various other professionals with substantial experience in notice and claims administrative services. SCS was established in April 1999 and has administered more than ninety (90) class actions since its inception ranging in class size from 100 to more than 1 million class members. Annexed as Exhibit 1 is a SCS brochure showing SCS's company profile, scope of services, key personnel and recent class actions cases we have worked on. I, Paul Mulholland, am the president of SCS and I have more than sixteen (16) years of experience in providing notice and/or claims administrative services for class action cases and have administered more than one-hundred forty (140) cases since 1992.

3. Lead Counsel for the Lead Plaintiff in this action engaged SCS to provide notice and claims administrative services on a non-contingent basis with respect to this matter.

4. During the period from February 2007 through April 2007, our services included SCS reviewing the Notice of Pendency and Proposed Settlement of Class Action and Fairness Hearing (“Notice”) and the Proof of Claim form (“Claim Form”) (collectively the “Notice Claim Form”); supervising the printing of the Notice Claim Forms; uploading the Notice Claim Form onto SCS’s website at www.strategicclaims.net; establishing a dedicated e-mail account and monitoring e-mails at amtclassactions@strategicclaims.net; handling phone calls and correspondence from Class members; providing Notice Claim Forms to the Class; notifying brokerage firms or other nominee accounts of the appropriate manner to provide individual notice to Class Members, and appropriate follow-up; re-mailing Notice Claim Forms when forwarding addresses are provided by the United States Postal Service; performing “skip-tracing” services to obtain updated addresses when Notice Claim Forms are returned without forwarding addresses and re-mailing Notice Claim Forms if updated addresses are obtained; reviewing and publishing the Summary Notice in the *Investor’s Business Daily* and *PrimeNewsWire*, a commonly used business wire service; developing a database and program for claims processing; maintaining and updating a database of all claims received to date; maintaining and updating a database of names and addresses of all Notice Claim Forms mailed to date; handling all correspondence with brokers and other nominees; and all other services necessary to administer this class action settlement.

5. Pursuant to the engagement, it was agreed that SCS fees for the services described above would be at the following discounted hourly rates:

President	\$225.00
Systems and Programming	\$85.00
Account Executive	\$85.00
Account Manager	\$70.00
Technical Support	\$70.00
Senior Claims Analyst	\$60.00
Claims Analyst	\$55.00
Claimant Services Representatives	\$50.00
Data Entry & Clerical Support	\$45.00


These are the discounted hourly rates for services of this type in similar engagements. To date, SCS incurred fees of \$17,406.25. In addition, the out of pocket expenses to date for postage, shipping, printing, broker charges and publication costs are \$198,172.11. SCS's initial invoice totaling \$215,578.36 for administrative fees and out of pocket expenses incurred to date along with supporting documentation are annexed hereto as Exhibit 2.

6. To date, SCS has sent out 193,856 Notice Claim Forms. SCS mailed 653 Notice Claim Forms to Class members as provided by AMT's stock transfer agent. In addition, 1,880 Notice Claim Forms along with a letter were mailed to brokerage firms, banks, trust companies, mutual funds, insurance companies, investment banking firms, money management firms and other nominees and institutions using SCS's Master List of these institutions. Finally, 191,323 Notice Claim Forms were sent using information provided by brokerage firms and other nominees.¹

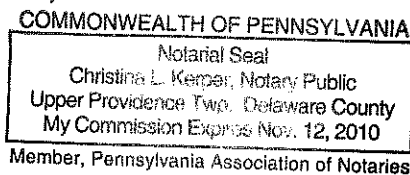
7. SCS will remit its second and final bill for its fees and out of pocket expenses for claims processing and check distribution as part of Lead Counsel's motion to authorize distribution of the Net Settlement Fund to Authorized Claimants.


PAUL MULHOLLAND

Sworn to before me this
30th day of April, 2008.



Notary Public



¹ SCS mailed 168,523 Notice Claim Forms based on names and addresses provided by brokerage firms and 22,800 Notice Claim Forms were shipped directly to three large brokerage houses who requested Notice Claim Forms but opted to do the mailing themselves to respective Class members. The four largest brokerage firms providing SCS with names and addresses to mail out Notice Claim Forms were Citigroup Global (28,552), First Clearing Corporation (25,534), Charles Schwab (23,758), and UBS Financial Services (11,440).

Exhibit 1

Strategic Claims Services

600 N. Jackson Street - Suite 3
Media, Pennsylvania 19063
Phone: (866) 274-4004
Facsimile: (610) 565 7985

Company Profile

WHO WE ARE

Strategic Claims Services (SCS) was established in 1999 to provide support in managing, planning, implementing and administering class action litigations. The highly skilled staff consists of Certified Public Accountants, Information Technology professionals, experienced managers, accountants, bookkeepers and support staff.

Since its inception, SCS has administered over 80 cases involving notification, and/or claims processing and distribution. SCS develops a custom solution for each and every client to ensure the highest quality service at a competitive price. SCS is devoted to offering the utmost quality control throughout all dimensions of the notice and claims administration process.

As an innovator in notice and claims administration services, SCS is a technology driven organization with a proven track record to handle cases of all sizes in a cost-effective and efficient manner. The firm also provides tailored proposals, data management, and consultation.

OUR MISSION

Strategic Claims Services strives to offer high quality notice and claims administration and unmatched solutions to its clients while maintaining exceptional client relationships.

» We supply customized reports and detailed reviews of each claim to be sure that each is able to stand on its own.

» We provide unsurpassed customer relations through our fully trained claims administrators who answer each call personally and assist our clients with their knowledge and expertise.

» We believe we are not just providing a service but attempting to develop a tailored solution to fit all of our client's needs.

We are constantly adapting our process to the changing technology and needs of our clients.

Scope of Services

Our staff is well trained in all aspects of notice and claims administration , with a focus on quality control and customer service. We provide a “Turn Key” approach in all areas of notice and claims administration. The scope of our work includes, but is not limited to the following:

- » Assistance in settlement language
- » Assistance in preparation of notice
- » Estimation of claims filed
- » Assistance with notice and claim form design
- » Coordination of printing and publication process
- » Distribution of notice and claim form
- » Track and report undeliverable notice and claim forms
- » Management of claims and data
- » Communication with claimants
- » Quality control check
- » Preparation of reports and affidavits
- » Distribution of checks
- » Disposition of outstanding checks
- » Skip trace and reissue returned checks
- » Final disposition of settlement proceeds

During the administration process we are in constant communication with counsel concerning all matters. We provide regular status reports from the initial mailing through the final disposition of funds.

Taxation Issues

We handle all aspects of income taxation for settlement funds including:

- » Completing of federal and state income tax returns, including elections for Qualified Settlement Funds
- » Providing quarterly estimated income tax payments
- » Tax planning strategies while Qualified Settlement Fund is in existence

Publication of Summary Notice

Whether it is a press release, newswire or publication in the Wall Street Journal, Investors Business Daily, USA Today or any local newspapers, we negotiate favorable rates and provide the “type set” for publication.

Cash Management

Assist counsel in creating a cash management system for settlement funds.

Consulting Services

We can provide consulting services to assist counsel in all areas of notice and claims administration.

Key Individuals

Paul Mulholland, CPA, CVA
President

As the founder, Mr. Mulholland is the key liaison with counsel on all administrative cases. He holds a BS degree in Accounting from Wheeling Jesuit University and is a Certified Public Accountant and a Certified Valuation Analyst. He is a member of the AICPA and NACVA. Mr. Mulholland is an adjunct professor of accounting & finance at Neumann University and is on advisory boards of several businesses and community organizations.

John Bevilacqua, CPA, MBA
Vice President of Finance and Accounting

The Vice President of Finance joined SCS in 2001 and handles accounting, finance, human resources and internal controls for SCS. He received a BA degree from University of Pennsylvania in 1977 and later received his Masters in Business Administration from Drexel University. Mr. Bevilacqua is a CPA and is on the board of directors of several businesses and community organizations.

Josephine Cecala
Quality Assurance Manager

Ms. Cecala is involved with all areas of quality control, due diligence, and compliance regarding claims and notice administration. She has developed an expertise in analyzing and calculating complex claims. Ms. Cecala handles all preparation of reports and affidavits regarding claims administration. Ms. Cecala joined the Company in 2001 after graduating from Neumann University. She holds a BS degree in Accounting and a Minor in Computer and Information Management.

Matthew Shillady
Operations and Systems Manager

Mr. Shillady overlooks all areas of operations and systems management. Matthew is an expert in database management and computer systems. Matthew Shillady is a graduate of Penn State University. He holds a BS degree in Information Sciences and Technology Integration with substantial experience in data integration and database systems. Mr. Shillady has been with Strategic Claims since June of 2003.

Faye Knowles
Office Manager

Ms. Knowles has been with SCS since March 2003. She has 12 years of experience in the banking industry and provides SCS with her expertise in the banking field. Faye is involved with banking relationships, bank reconciliations, staff training as well as managing the daily activities of the office.

Kathrina Teo
Project Manager

Ms. Teo assists in all aspects of administration of claims processing. She is involved in overlooking institution claims, accounts payable, bank reconciliations, and preparing reports. She graduated in 2004 from Neumann University with BS Degrees in Accounting, Computer Information Management, and Marketing.

Margery Craig
Assistant Project Manager

Ms. Craig provides support services at SCS. She assists in all the day to day operations of broker and institutional activity, handling class member communications, and claims processing. Ms. Craig has over 15 years experience in customer service, accounting and project support.

Recent Cases

Accelr8 Technology
Alexander v. Q.T.S. Corporation
Allaire Corporation
Ameritech Mobile Communications
Andrx Corp Securities Litigation
Anika Therapeutics
ATEC Group
Bank One (First Chicago Shareholder Claims)
Blue Cross Blue Shield of Illinois
Cambridge Credit Counseling Corporation
CareMatrix Corporation
CIBC Buchanan
Citadel Security Software, Inc.
CNB International Inc.
Converium Holding AG Litigation Settlement
Corel Corporation
Curtis International
Cyber-Care
Cylink
Datatec Systems, Inc. Securities Litigation
Doral Dental Services of PA, Inc.
DVI, Inc
DVI, Inc Second Settlement
DVI, Inc Third Settlement
ELCOA
Empire Cooler Service, Inc. Litigation
Energy North
Enterasys
Entropin, Inc. Litigation
eVision
First National Bullion
Flight Safety Technologies, Inc. Sec. Litigation
FreeMarkets
Harvest AirPrime LLC
HSTG/Woodcarvers Securities Litigation
Hydroflo, Inc. Securites
Illinois Service Benefit Plan Reimbursement
Information Management Associates
JDS Uniphase

Kentucky Retirement Systems
Kinder Morgan Inc. (f/k/a KN Energy Inc.)
Lake County Sheriff's Claims Administrator
LD/USA Settlement
Melrose Hotel Company, L.P.
Merchants Trust Bank
Mercury Finance Company
Miix Group, Inc
Motel 6
Neuberger and Scott, et al. (Phase II)
Oasis FORD
Overlord v. Wheaton-Winfield
Pegasus Communications Corporation
Peoples Energy Services Corp. Litigation
Priceline.com, Inc. Securities Litigation
Ramp Corporation Securities Litigation
Royal Maccabees Litigation Settlement
Sabre Holdings Corp. et al. Litigation Settlement
Safeguard Health Enterprises
SEC v. Bucknum
SEC vs. Littlefield Adams
SEC vs. Stock Generation
Specialty Equipment Companies Inc.
Station Casinos Shareholders Litigation
StockerYale Securities Litigation
Sunterra Corporation
SupportSoft, Inc.
TCC, Inc.
Texaco Pension Plan
Tradeshow Settlement
Tvia, Inc. Securities Litigation
TXU, Corp. Litigation Settlement
UBS Global Asset Management (BP Corporation North America Inc.)
Van der Moolen
Van Wagoner
Wal-Mart New Jersey Class Action
Wal-Mart Pennsylvania Class Action
WLPS Litigation Settlement Fund
Xchange

**Strategic
Claims
Services**

EXHIBIT 2

Phone 866.274.4004

610.565.9202

Fax 610.565.7985

www.strategicclaims.net

April 29, 2008

David J. Goldsmith, Esquire
Labaton Sucharow LLP
140 Broadway
New York, NY 10005

Re: American Tower Corporation Litigation Settlement

INVOICE RE: Notice Campaign Out of Pocket Cost Through 4/25/08

Labor for Notice Campaign to date (See Exhibit A)	\$17,406.25
Printing (200,000 pieces), labeling and shipping Notice Claim Forms (See Exhibit B)	\$76,915.45
Postage (171,056 mailings)	\$65,001.28
Broker Invoices (See Exhibit C)	\$54,746.18
Publication Costs (See Exhibit D)	<u>\$1,509.20</u>
Total Fees and Expenses	<u>\$215,578.36</u>

THANK YOU

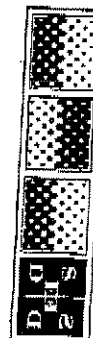
Date	Name	Hours	Description		
Tuesday, February 05, 2008	Faye Knowles	1.25	notice review		
Thursday, March 13, 2008	Faye Knowles	<u>1.50</u>	Notice Campaign admin		
		<u>2.75</u>		\$55.00	\$151.25
Monday, April 07, 2008	Jane Dorian	2.50	return mail		
Wednesday, April 09, 2008	Jane Dorian	1.25	reading case material		
Thursday, April 10, 2008	Jane Dorian	0.50	entering data		
Wednesday, April 16, 2008	Jane Dorian	0.25	entered claims onto the system		
Wednesday, April 16, 2008	Jane Dorian	0.50	labelled and stamped and mailed out notices..		
Monday, April 21, 2008	Jane Dorian	0.50	Entering Claims		
Tuesday, April 22, 2008	Jane Dorian	1.00	addresses and mailed out claims for 2 brokers		
Wednesday, April 23, 2008	Jane Dorian	1.00	entered returned mail		
Wednesday, April 23, 2008	Jane Dorian	1.00	Entering Claims		
Friday, April 25, 2008	Jane Dorian	2.25	Entering Claims		
Monday, April 28, 2008	Jane Dorian	3.50	Entering Claims		
Monday, April 28, 2008	Jane Dorian	<u>1.50</u>	OPENED MAIL		
		<u>15.75</u>		\$50.00	\$787.50
Thursday, March 20, 2008	Jazmin Rodriguez	4.00	Notice Campaign (describe)		
Friday, March 21, 2008	Jazmin Rodriguez	3.00	Notice Campaign (describe)		
Monday, March 31, 2008	Jazmin Rodriguez	1.00	RETURN MAIL		
Tuesday, April 01, 2008	Jazmin Rodriguez	1.00	Entering Claims		
Thursday, April 03, 2008	Jazmin Rodriguez	3.00	PUT LABELS ON NOTICE/CLAIMS		
Friday, April 11, 2008	Jazmin Rodriguez	1.00	Entering Claims		
Monday, April 14, 2008	Jazmin Rodriguez	<u>1.00</u>	Entering Claims		
		<u>14.00</u>		\$50.00	\$700.00
Monday, February 04, 2008	Josephine Cecala	1.00	REVIEW PLAN OF ALLOCATION		
Friday, February 29, 2008	Josephine Cecala	1.00	order		
Monday, March 03, 2008	Josephine Cecala	1.25	review notice and set up notice & publication		
Tuesday, March 04, 2008	Josephine Cecala	1.50	PUBLICATION		
Wednesday, March 05, 2008	Josephine Cecala	2.75	EMAILS		
Thursday, March 06, 2008	Josephine Cecala	1.75	prepare list for mailing and adjust publication		
Friday, March 07, 2008	Josephine Cecala	1.50	review changes, update draft and email for another draft		
Monday, March 10, 2008	Josephine Cecala	1.00	Notice Campaign admin		
Tuesday, March 11, 2008	Josephine Cecala	1.00	Notice Campaign admin		
Thursday, March 13, 2008	Josephine Cecala	0.75	prepare nominee letter		
Tuesday, April 01, 2008	Josephine Cecala	1.25	Notice Campaign admin		
Tuesday, April 15, 2008	Josephine Cecala	1.00	Notice Campaign (describe)		
Wednesday, April 16, 2008	Josephine Cecala	4.00	Status reports affidavit		
Monday, April 21, 2008	Josephine Cecala	3.00	Status reports affidavit		
Friday, April 25, 2008	Josephine Cecala	<u>2.00</u>	Status reports affidavit		
		<u>24.75</u>		\$85.00	\$2,103.75
Thursday, March 20, 2008	Kimberly Craig	6.00	Notice Campaign admin		
Friday, March 21, 2008	Kimberly Craig	1.00	broker mailing		
Friday, March 21, 2008	Kimberly Craig	5.00	broker mailing		
Wednesday, March 26, 2008	Kimberly Craig	0.25	email		
Tuesday, April 01, 2008	Kimberly Craig	0.25	emails		
Wednesday, April 02, 2008	Kimberly Craig	1.25	emails		
Monday, April 07, 2008	Kimberly Craig	0.50	emails		
Friday, April 11, 2008	Kimberly Craig	1.00	emails		
Monday, April 14, 2008	Kimberly Craig	1.00	emails		
Tuesday, April 15, 2008	Kimberly Craig	0.75	emails		
Wednesday, April 16, 2008	Kimberly Craig	0.75	phones and emails		
Friday, April 18, 2008	Kimberly Craig	2.00	phones and emails		
Monday, April 21, 2008	Kimberly Craig	<u>1.00</u>	phones and emails		
		<u>20.75</u>		\$60.00	\$1,245.00
Wednesday, April 02, 2008	Margaret Henry	0.75	INCOMING		
Friday, April 04, 2008	Margaret Henry	2.00	out/ in/ return		
Monday, April 07, 2008	Margaret Henry	0.50	INCOMING		
Monday, April 14, 2008	Margaret Henry	1.25	MAIL		
Tuesday, April 15, 2008	Margaret Henry	<u>0.50</u>	return		
		<u>5.00</u>		\$50.00	\$250.00
Thursday, March 27, 2008	Margery Craig	2.50	broker response		
Friday, March 28, 2008	Margery Craig	2.50	broker response		
Monday, March 31, 2008	Margery Craig	3.00	broker response		
Tuesday, April 01, 2008	Margery Craig	1.00	Notice Campaign (describe)		
Wednesday, April 02, 2008	Margery Craig	4.00	added electronic files		
Thursday, April 03, 2008	Margery Craig	1.00	brokers responses		
Friday, April 04, 2008	Margery Craig	2.00	broker responses		
Monday, April 07, 2008	Margery Craig	2.00	broker responses		
Monday, April 07, 2008	Margery Craig	4.50	training Jane - opening mail etc		
Tuesday, April 08, 2008	Margery Craig	1.00	broker responses		
Friday, April 11, 2008	Margery Craig	<u>1.00</u>	broker responses		
		<u>24.50</u>		\$60.00	\$1,470.00
Wednesday, April 02, 2008	Maryann Cerrone	<u>2.50</u>	MAILING OF NEW CLAIMS		
		<u>2.50</u>		\$45.00	\$112.50
Monday, March 17, 2008	Matthew Shillady	5.00	mailing list prep/website		

Date	Name	Hours	Description		
Tuesday, March 18, 2008	Matthew Shillady	1.00	mailing list prep		
Thursday, March 20, 2008	Matthew Shillady	3.00	LIST PREP		
Monday, March 31, 2008	Matthew Shillady	6.50	LIST PREP		
Tuesday, April 01, 2008	Matthew Shillady	4.00	list prep		
Thursday, April 03, 2008	Matthew Shillady	3.75	list prep		
Wednesday, April 16, 2008	Matthew Shillady	2.00	database prep/backups		
Monday, April 28, 2008	Matthew Shillady	8.00	OCR/preparing the list		
		<u>33.25</u>		\$85.00	\$2,826.25
Wednesday, March 19, 2008	Meghan Sullivan	2.50	Notice Campaign admin		
Thursday, March 20, 2008	Meghan Sullivan	3.25	Notice Campaign admin		
Friday, March 21, 2008	Meghan Sullivan	3.00	Notice Campaign admin		
Friday, March 28, 2008	Meghan Sullivan	1.50	ingalls&snyder		
Tuesday, April 01, 2008	Meghan Sullivan	1.50	Notice Campaign admin		
Thursday, April 03, 2008	Meghan Sullivan	3.50	oppenheimer mailing		
Friday, April 04, 2008	Meghan Sullivan	1.00	sent out broker mailings		
Monday, April 07, 2008	Meghan Sullivan	1.75	broker mailing		
Tuesday, April 08, 2008	Meghan Sullivan	0.25	Entering Claims		
Monday, April 14, 2008	Meghan Sullivan	1.50	Notice Campaign admin		
Monday, April 14, 2008	Meghan Sullivan	0.25	Entering Claims		
Tuesday, April 15, 2008	Meghan Sullivan	2.00	Notice Campaign admin		
		<u>22.00</u>		\$50.00	\$1,100.00
Friday, March 21, 2008	Vincent Andreozzi	3.50	Broker mailing		
Tuesday, April 01, 2008	Vincent Andreozzi	2.00	Entering Claims		
		<u>5.50</u>		\$45.00	\$247.50
	Staff subtotal	<u>170.75</u>			
Friday, February 01, 2008	Paul Mulholland	3.75	Plan of Allocation review, discussion with counsel		
Monday, February 04, 2008	Paul Mulholland	1.75	review of notice		
Friday, February 29, 2008	Paul Mulholland	2.75	tax ID, review of forms, discussions with counsel		
Wednesday, March 05, 2008	Paul Mulholland	3.75	review of stip, settlement papers, notice, etc. discussion with counsel		
Thursday, March 06, 2008	Paul Mulholland	2.75	Notice and Proof of Claim review		
Friday, March 07, 2008	Paul Mulholland	1.75	Notice and Proof of Claim review		
Monday, March 10, 2008	Paul Mulholland	2.50	review of summary notice, webiste review, printer set-up, discussions with counsel		
Tuesday, April 15, 2008	Paul Mulholland	4.25	brokers, review of costs, discussions with printer, status reprot		
Wednesday, April 23, 2008	Paul Mulholland	2.75	status report, discussion with brokers, report update		
Thursday, April 24, 2008	Paul Mulholland	2.50	review of broker filings, revised estiamate, various analysis		
	Paul Mulholland Total	<u>28.50</u>		\$225.00	\$6,412.50
	Grand Total	<u>199.25</u>			<u>\$17,406.25</u>

Exhibit B

SMITH-EDWARDS-DUNLAP CO.

2867 E. Allegheny Ave. Phila, PA 19134



INVOICE NO.

22916

PRINTING AND GRAPHIC SERVICES

REMIT TO: P.O. BOX 8500-55560

PHILADELPHIA, PA 19178-5560

Philadelphia: (215) 425-8800

DATE 4/24/08

S O L D T O

 MULHOLLAND & CO.
 ATTN: PAUL MULHOLLAND
 225 STATE RD.
 MEDIA PA 19063

S H I P T O

CUST. I.D.	OUR ORDER	PAGE	SALES	CUSTOMER P.O.	TERMS*
113015	22916	1	171		NET 30 DAYS

 UNITED STATES DISTRICT COURT DISTRICT OF MASSACHUSETT
 IN RE: AMERICAN TOWER CORPORATION SECURITIES LITIGATION
 NO. 06-CV-10933 (MLW)

200,000

 NOTICE OF PENDENCY & PROPOSED SETTLEMENT OF CLASS ACTION
 INCLUDING: TYPESETTING, ALTERATIONS, PRE-PRESS, PRINTING,
 BINDERY & DELIVERY
 PRICE QUOTED

 158,000 MAIL 1ST CLASS PRE-SORTED
 SEALING, MAILING, DELIVERY TO POST OFFICE

 22,800 THREE SHIPMENTS TO BROKERAGE HOUSES
 INCLUDING: PICKING, PACKING & SHIPPING DOCUMENTS

 NO SALES TAX
 NY ST - A/M TAX
 NY ST - 8.375%

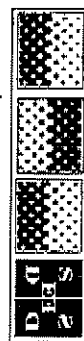
 A finance charge of 1.5% per month will be applied if not paid within terms.
 Terms and conditions are so stated on the reverse side hereof.
 We hereby certify that the goods or services which are the subject of this invoice have been produced or rendered in full compliance with the provisions of the
 For Labor Standards Act of 1938, as amended.

TOTAL	CONTINUED
62,500 00	
10,590 00	
1,511 86	
156 66	
348 58	
241 71	

Exh. b. T B

SMITH-EDWARDS-DUNLAP CO.

2867 E. Allegheny Ave. Phila., PA 19134

PRINTING AND GRAPHIC SERVICES
REMIT TO: P.O. BOX 8500-55560

PHILADELPHIA, PA 19178-5560

Philadelphia: (215) 425-8800

INVOICE NO.

22916

DATE 4/24/08

S O L D T O

MULHOLLAND & CO.
ATTN: PAUL MULHOLLAND
225 STATE RD.
MEDIA PA 19063

S H I P T O

CUST. ID.	OUR ORDER	PAGE	SALES	CUSTOMER P.O.	TERMS*
113015	22916	2	171		NET 30 DAYS

PA SALES TAX
PA TAX (PHILA)104 44
1,462 20

TOTAL

76,915

45

* A finance charge of 1.5% per month will be applied if not paid within terms.
Terms and Conditions are so stated on the reverse side hereof.
We hereby certify that the goods or services which are the subject of this invoice have been produced or rendered in full compliance with the provisions of the
Fair Labor Standards Act of 1938, as amended.

EXHIBIT C

EXHIBIT C

BROKER/INSTITUTION	CHARGE
BEAR STEARNS	2,130.00
BMO NESBITT BURNS	364.00
BUTLER WICK & CO	100.00
CHARLES SCHWAB	1,646.03
CITIGROUP #274	225.00
CITIGROUP GLOBAL #418	7,138.00
CLEARVIEW CORRESPONDENT SVC	211.50
CREDIT SUISSE	1,200.00
D.A. DAVIDSON & CO	25.00
EDWARD JONES	20.00
FIDELITY INVESTMENTS	1,611.30
FIRST CLEARING	12,767.00
MERRILL LYNCH	13,651.20
MELLON GLOBAL SECURITIES SVC	1,107.50
MESIROW FINANCIAL	75.00
MORGAN KEEGAN	207.00
OPPENHEIMER & CO INC	800.00
PEOPLE'S SECURITIES	485.00
PERSHING	1,000.00
PIPER JAFFRAY	97.80
RAYMOND JAMES & ASSOC	200.00
RBC WEALTH MANAGEMENT	200.00
RIDGE CLEARING	2,265.00
RIDGE CLEARING	602.00
STATE STREET	91.35
THE BANK OF NEW YORK	830.90
UBS FINANCIAL SERVICES	4,576.00
WACHOVIA SECURITIES	1,079.60
WAYNE HUMMER INVESTMENTS	40.00
TOTAL BROKER CHARGES:	<u>\$ 54,746.18</u>



April 4, 2008

Bear, Stearns Securities Corp.
One MetroTech Center North
Brooklyn, NY 11201
Tel 347-643-1000
www.bearstearns.com

In Re: American Tower Corporation Securities Litigation
Strategic Claims Services
Attn: Josephine Cecala
600 North Jackson Street
Suite 3
Media, PA 19063

Handwritten: Rde 4/10/08
Signature: [Signature]

We are acknowledging receipt of a Notice of Pendency and Proposed Settlement of Class Action and Fairness Hearing in regards to **AMERICAN TOWER CORPORATION**.

On March 31, 2008, Bear Stearns forwarded an IFT File with the names and last known addresses of **6,103** persons and/or entities for whom Bear Stearns purchased or otherwise acquired the common stock of **AMERICAN TOWER CORPORATION** during the period between April 1, 2002 and May 22, 2006.

On March 31, 2008, Josephine Cecala confirmed receipt of our file. The information was provided to you solely for the purpose of sending class members the appropriate notices and forms. The information is not to be used for any other purpose without specific written consent.

We are forwarding a bill of reimbursement for the cost incurred. In the normal course of business Bear Stearns would not have to incur these expenses if it were not for the compliance to the court order in producing and forwarding this information to you, as Claims Administrator. The exact billing totals to **\$2,130.00**, representing:

•	\$5.00	X	380	# of Labels Listing Pages	\$1,900.00
•	\$25.00	X	8	# of Man Hours	\$200.00
•	\$2.00	X	15	# of Microfiche Records for (inactive &/or closed accounts)	\$30.00

TOTAL:

\$2,130.00

Please sign and return the copy of this letter enclosed to acknowledge receipt.

Please Remit Check To:

BEAR, STEARNS SECURITIES CORP.
Nancy Sevilla - Managing Director
One Metrotech Center North - 4th Flr.
Brooklyn, New York 11201-3862

Sincerely,
BEAR STEARNS SEC CORP.

Signature: Nancy Sevilla
Nancy Sevilla
Managing Director
(347) 643-2213

Date

Acknowledgment of Receipt -- Position/Title of Signer

F:\Text\Bills\BEAR-IFT-AMERICANTOWER-STRATEGIC

ATLANTA | BEIJING | BOSTON | CHICAGO | DALLAS | DENVER | DUBLIN | HONG KONG | LONDON
LOS ANGELES | LUGANO | MILAN | NEW YORK | SAN FRANCISCO | SAN JUAN | SAO PAULO | SHANGHAI | SINGAPORE | TOKYO



April 22, 2008

BMO Nesbitt Burns Inc.
250 Yonge Street
9th Floor
Toronto, ON M5B 2M8

In re: American Tower Systems Corp CI A
Strategic Claims Services
600 North Jackson Street
Media, PA 19063
Fax: (601) 565- 7985

Attn: Accounts Department

Re: American Towers System Corp CI A Class Action
For the period: April 1, 2002 to May 22, 2006

Dear Sirs:

Please accept this letter confirming that I did distribute the *Claim Packets / Class Action Packets* for the above to our Investment Advisors and their clients, as recorded on our trade reports for the period.

A breakdown of our overall costs are as follows:

- IT/Data Retrieval fee = \$150
- Research Fee/IA Distribution fee = \$150
- Mailing Expenses (ADPIC) = \$64

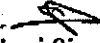
We hereby claim, from you, a sum of **\$364** to cover costs and out of pocket expenses for postage.

Please make the cheque payable to **BMO NESBITT BURNS INC.** and return to the attention of:

BMO Nesbitt Burns Inc.
Attn: Kasthuri Sivabalan, Reorganization Dept.
250 Yonge St, 7th Floor
Toronto, Ontario M5B 2M8
Canada
(416) 552-7083

Should you have any questions with regard to the above, please do not hesitate to contact the undersigned.

Yours truly,
BMO Nesbitt Burns Inc.


Kasthuri Sivabalan
Tel# (416) 552-7083
Fax# (416) 552-7928



South Point Run 8286 South Ave. Boardman Ohio 44512
tel: 330.744.4351 fax: 330.726.8069 toll free: 800.229.1643
www.butlerwick.com

INVOICE

March 31, 2008

In re American Tower Corporation Litigation Settlement
c/o Strategic Claims Services, LLC
Claims Administrator
PO Box 1915
600 North Jackson Street, Suite 3
Media, PA 19063

RE: No.: 06-CV-10933 (MLW)

Sent 8 Labels

Manual Trade Reports And Account Record Search

@ \$100.00 per cusip

\$100.00

Please Remit To: Butler, Wick & Co., Inc.
Attn: Compliance Department
City Centre One Bldg, Suite 700
Youngstown, Oh 44503

#08-23

INVOICE

BILL TO:

American Tower Corporation Litigation Settlement
c/o Strategic Claims Services, LLC
P.O. Box 1915
600 North Jackson Street, Suite 3
Media, PA 19063

Description	# Names and Addresses	Date	Amount
List of names and addresses for Charles Schwab & Co., Inc. customers who purchased the common stock of American Tower Corporation (CUSIP(s) 029912102, 029912201) during the class period April 1, 2002 through May 22, 2006.	23785	4/11/08	\$1,546.03
Administration Fee			\$100.00
Total Due			\$1646.03

Please make all checks payable to:
Charles Schwab /Acct. 7935-1640

Mail to:
Charles Schwab & Co., Inc.
Attn: Laura Jeanson
215 Main Street
San Francisco, CA 94104
SF215FMT-03-311

Fee Scale	
Administration Fee	→ \$100 Flat Fee
Each Name Provided	→ \$0.065 Cents per name and address

Citigroup Global Markets, Inc
333 West 34th St., 3rd Flr.
New York, NY 10001
Attn: Patricia Haller

3/31/2008

212-615-9346, 6, 0

Citigroup Global Market, Inc.

Invoice for Client List
(Citigroup Global Markets, Inc., Broker #274)

American Tower

Reference Number: CL1551

Number of Names/Add Sent: 5

Generation of Names/ Address \$223.25

CPU Time

Research Time

Labels 1 pages @ \$1.75/page \$1.75

Total Due \$225.00

Citigroup
Global Markets, Inc
& Worldwide
Affiliates
Atlanta
Berlin
Boston
Chicago
Dallas
Frankfurt
Hong Kong
London
Los Angeles
Madrid
Melbourne
New York
Osaka
Paris
San Francisco
Seoul
Singapore
Sydney
Taipei
Tokyo
Toronto
Zurich

PLEASE REMIT PAYMENT TO:
Citigroup Global Markets, Inc.
Salomon Brother's, Inc. (Broker#274)
333 West 34th Street
3rd Floor - Class Actions
New York, NY 10001
Attn: Patricia Haller

Prepared By
Steven Zore

Citigroup Global Markets Inc.

DIRECT ALL INQUIRIES TO PROXY DEPARTMENT

(212) 615-9346, OPTION 6 AND 0

TYPE OF MAILING - CLASS ACTIONS

AMERICAN TOWER CORP

C/O STRATEGIC CLAIM SERVICES LLC

P.O BOX 1915

MEDIA PA 19063

PROXY DEPARTMENT

P.O. BOX 5873
New York, NY 10087-5873

Proxy Control No.

029912201000

SB Security No.

A491097

Record Date

Receive Date

Meeting Date

Mail Date

03/26/08

Order Date

Bill Date

03/26/08

Number of Sets Mailed

28552

Please remit the total amount due upon receipt.

Send your remittance to

Citigroup Global Markets Inc.

P.O. Box 5873

New York, NY 10087-5873

EXPENSE INCURRED IN CONNECTION WITH MAILING

BROKERAGE

Domestic Postal Expense	Number Of Sets mailed	Service Fee
	\$0.25	\$7,138.00
Outgoing Envelope Expense	Foreign Postal Expense	Total Postal Expense
	Return Prepaid Envelope Expense	Total Envelope Expense
Bulk Fee	Others	Total Bulk Fee and Other Expenses

TOTAL AMOUNT DUE (In U.S. Funds) →

\$7,138.00

ATTN: COPY

Clearview Correspondent Services
8006 Discovery Drive 2nd Floor
Richmond Virginia 23229
804-253-6445

Date: April 8, 2008

To: American Tower Corporation Litigation Settlement
c/o Strategic Claims Services LLC
P O Box 1915
Media PA 19063

Ref: ~~American Tower Corporation~~
Cusip: 029912201

23 Labels
R-E-S 4/11/08
MC

Dear Sir,

Please be advised that the processing fee for the above litigation that you requested is listed below:

Amount due within 45 days in receipt of this invoice: \$211.50.

Thank you in advance for your prompt attention to this matter.

Sincerely,

Clearview Correspondent Services

Linda Miller VP
Yvonne Wright
Wendy Burrell

CREDIT SUISSE

CREDIT SUISSE SECURITIES (USA) LLC

Eleven Madison Avenue
New York, NY 10010-3629

Tel 1 212 325 2000
www.credit-suisse.com

VIA FIRST CLASS MAIL

April 23, 2008

American Tower Corporations Litigation Settlement
c/o Strategic Claims Services, LLC
P.O. Box 1915
600 North Jackson Street – Suite 3
Media, PA 19063

Re: American Tower Corporations (CUSIP# 029912201)

Dear Sir or Madam:

Enclosed please find labels of names and addresses representing those persons or entities for whom Credit Suisse Securities (USA) LLC ("CSSU") executed transactions for American Tower Corporations during the class period April 1, 2002 to May 22, 2006.

Please be advised that in order for CSSU to provide you with this information, it was necessary to expend \$1,200.00 in data processing and personnel costs as stated on the attached invoice; therefore, we are requesting reimbursement of this expense. Kindly direct your check for this amount, made payable to Credit Suisse Securities (USA) LLC, to my attention at the above address.

Very truly yours,



Kathrin Mahgerefteh
Legal Assistant

Enclosure

Rec'd 4/28/08
Appt 2400
nomis/sdd

CREDIT SUISSE

1 Madison Avenue
New York, NY 10010
(212) 325-2000

Strategic Claims Services, LLC
P.O. Box 1915
600 North Jackson Street – Suite 3
Media, PA 19063

Attention: **Claims Administrator**

Reference 9-08-C
Date: April 23, 2008

For services rendered in connection with American Tower Corporations	
Label processing fee	1,200.00
Total	\$1,200.00
<p><i>Please remit to:</i> CREDIT SUISSE SECURITIES (USA) LLC 1 Madison Avenue New York, NY 10010 Attn: Kathrin Mahgerefteh</p>	



D.A. Davidson & Co.
member SIPC

March 27, 2008

American Tower Corporation Litigation Settlement
c/o Strategic Claims Services, LLC
PO Box 1915
Media, PA 19063

RE: AMT

The processing charge for class action research at Davidson Companies is as follows:

Processing \$25.00

TOTAL: \$25.00

Thank you in advance for your prompt response and delivery of payment.

Sincerely,

ng
Margin Department
Class Actions
Davidson Companies
8 Third Street North
Great Falls, Montana 59401
406-791-7485
ngarrity@dadco.com

*Sent SP Labels
K-E-S 4/3/08
me*

700 Maryville Centre Drive
St. Louis, MO 63141-5818
314-515-2000
www.edwardjones.com

Edward Jones

3/28/2008

In reply to: American Tower Corporation Securities Litigation
Strategic Claims Services
C/o Claims Administrator
600 North Jackson Street, Suite 3 PO Box 230
Media, PA 19063

Research Reference #: 20442

Dear Claims Administrator:

A list of names and address were sent to you through email on 03/28/08 for the Security listed below for our clients whom fit the following research request criteria you specified:

Security: American Tower Corporation
Type: Common
Transaction: Purchased
Dates: 04/01/02-05/22/06

Please forward to these clients all current Class Action information. Additionally, please find below the research charge. Please make checks payable to Edward Jones and return to the Corporate Actions and Distributions Department within 30 days. A self-addressed, stamped envelope is enclosed for your convenience.

Research Charge Due Net 30: **\$20.00** (\$20 per hr X 1)

Please contact me at (314) 515-1709 with any questions or if you cannot complete this mailing.
Thank you!

Sincerely,


Cheryl Boseman
Corporate Actions & Distributions

Margie Craig

From: Claims Administrator [info@strategicclaims.net]
Sent: Monday, April 07, 2008 2:50 PM
To: mcraig@strategicclaims.net
Subject: FW: American Tower Corporation Securities Litigation - Strategic Claims Services

Claims Administrator
Strategic Claims Services
600 N. Jackson St., Suite 3
Media, PA 19063
Phone: 610-565-9202
Fax: 610-565-7985
Toll Free: 1-866-274-4004

-----Original Message-----

From: White, Jonathan [mailto:jonathan.white@fmr.com]
Sent: Monday, April 07, 2008 10:44 AM
To: kleo@strategicclaims.net
Subject: American Tower Corporation Securities Litigation - Strategic Claims Services



April 07, 2008

American Tower Corporation Securities Litigation

c/o Strategic Claims Services

Claims Administrator

600 North Jackson Street Suite 3

Media, PA 19063

Re: American Tower Corporation Securities Litigation

Dear Claims Administrator:

Enclosed are 10,742 address records for those who conform to the eligibility requirements of the above captioned class action. Please forward a check to the address below in the amount of \$1611.30 to cover our cost of compiling the data.

4/7/2008

This information is provided on a "best efforts" basis only, and total accuracy cannot be guaranteed.

Payable To:

National Financial Services LLC
FBC Risk Operations, Mail Zone ZW2C
245 Summer Street
Boston, MA 02109
Attn: Jeremy Holtz

If you have any questions, please call me at (617) 563-8872.

Sincerely,
Jonathan T White
Risk Associate

<<American Tower Corporation Securities Litigation.xls>>

Brokerage services provided by

Fidelity Brokerage Services LLC,

Member NYSE, SIPC. Fidelity

mutual funds distributed through

Fidelity Distributors Corporation

Fidelity Service Company, Inc.

82 Devonshire Street ZW2C

Boston, MA 02109-3614

4/7/2008

First Clearing
10700 Wheat First Drive -WS1024
Glen Allen Va. 23060
(804) 398-5114

**FIRST
CLEARING**

MARCH 27, 2008

CLAIMS ADMINISTRATOR
STRATEGIC CLAIMS SERVICES
600 NORTH JACKSON STREET, SUITE 3
MEDIA, PA 19063

**RE: AMERICAN TOWER CORP, INC SECURITIES AND
LITIGATION
CASE NO. 06-CV-10933**

Ref 4/11/08
[Signature]

Please refer to the instructions previously provided to you, to assist you in retrieving our clients' information for the above litigation, using the assigned:

Login ID: LT4781

Password: 73/HZPGC

The files provided to you list 25,534 names and addresses for First Clearing Corporation clients who purchased or otherwise acquired shares of common stock, of American Tower Corporation, between April 1, 2002 and May 22, 2006 Inclusive. Please forward present or future notices related to the above class action suit directly to our clients.

We apply a \$.50 fee per account to cover computer and research time. Please forward your check made payable to First Clearing Corporation to **my attention**, in the amount of \$12,767 with the class action suit referenced. A return envelope is enclosed for your convenience.

Your assistance is greatly appreciated.

Sincerely,

[Signature]

Jacqueline N. Baron
Client Performance Dept. / Phone #804-398-5114

If you have further questions feel free to contact me directly.

Paul Mulholland

From: Josephine Cecala [jcecala@strategicclaims.net]

Sent: Tuesday, April 29, 2008 2:18 PM

To: pmulholland@strategicclaims.net

Subject: AMT-Merrill Lynch

Per my discussion with Merrill Lynch, the expected fees and expenses to mail out 17,280 notices in the American Tower matter is \$0.79 per name for a total of \$13,651.20

Sincerely,

Josephine Cecala

Strategic Claims Services



Mellon

Global Securities Services

Linda Baca
Class Actions
525 William Penn Place, Rm. 3418
Pittsburgh, PA 15259

April 9, 2008

Strategic Claims Services
P. O. Box 1915
600 N. Jackson Street, Suite 3
Media, PA 19063

Re: American Tower Corporation Securities Litigation

Dear Administrator:

We request reimbursement of the costs associated with researching and notifying affected holders in the class action referenced above. Notification was forwarded to all affected beneficiaries 03/31/08. Please see the following breakdown of costs:

STATEMENT

Research fee	\$225.00
--------------	----------

10 CUSIP(s) @\$25.00 each	\$250.00
(Cusip research through Cusip Web, Bloomberg, Mellon's Custody Management System and ISS Website)	

1265 Notifications @\$0.50 each	\$632.50
---------------------------------	----------

Total \$1,107.50

Please issue the check to Mellon Global Securities Services and mail to: Class Actions, 525 William Penn Place, Room 3418, Pittsburgh, PA 15259. Thank you for your assistance in this matter.

Sincerely,

Linda Baca
(412) 234-2937

All information contained in this correspondence should be considered confidential and remains the property of Mellon Financial Corporation.



Date 3/27/2008

Strategic Claims Svcs LLC
600 N Jackson Street
Suite 3
Media PA 19063

33 Labels
R-E-S 4/1/08
(MC)

Re: Stock Name: American Tower Corp

Class Period: 4/01/2002 - 5/22/2006

Dear Administrator:

Attached please find a list of beneficial owners of the security, for the class period as mentioned above. Mesirow Financial Inc. has reasonably incurred the out of pocket expenses set forth below.

\$ 75⁰⁰ 3 Hour(s) @ \$25.00 per hour

Please enclose a copy of this letter and remit a check payable to: Mesirow Financial Inc attn Reorg Dept, 350 N Clark St - 2nd fl, Chicago IL 60610. We have not forwarded a copy of the Notice and Proof of Claim to these individuals. We are however, sending you their names and addresses with the understanding that you will send this Notice and Proof of Claim and all future notices directly to these beneficial owners.

If additional information is needed, please direct all inquiries to (312) 595-6556.

Sincerely,

SIGNATURE GUARANTEE
MEDALLION GUARANTEE
MESIROW FINANCIAL, INC.

(MES08) X0007278
NYSE, INC. MEDALLION SIGNATURE PROGRAM

Havana Giles
Manager
Capital Structures Department

350 North Clark Street - Chicago, Illinois 60610 - Tel: 312-595-6556 - www.mesirowfinancial.com

Morgan Keegan

MEMBERS NEW YORK STOCK EXCHANGE, INC.

March 28, 2008

Morgan Keegan & Company, Inc.
Morgan Keegan Tower
Fifty Front Street
Memphis, Tennessee 38103
901/524-4100 Telex 69-74324
WATS 800/366-7426

American Tower Corp. Securities Litigation
Strategic Claims Services
Claims Administrator
600 N. Jackson St., Suite 3
Media, PA 19063

414 Labels

Dear Claims Administrator;

Enclosed please find the mailing Addresses for our customers who might be involved in the **American Tower Securities Litigation (Cusip:029912201)**. Morgan Keegan charges a processing fee of .50 per Address submitted. Please issue and deliver a check for **\$207.00** As follows:

Morgan Keegan & Company, Inc.
Attn: Reorg Dept. - Securities Litigation
50 Front Street, 4th Floor
Memphis, TN 38103
(901) 531-3497

Should you have any questions, please do not hesitate to call.

Sincerely,

Richard P. Blackwell

Richard Blackwell



Oppenheimer & Co. Inc.
125 Broad Street
New York, NY 10004
Phone 212-668-8000
Toll Free 800-221-5588

Member of All Principal Exchanges

March 26, 2008

Strategic Claims Services
600 North Jackson Street, Suite 3
Media, PA 19063

RE: **American Tower Corporation Securities Litigation**
Case No. 06-CV-10933 (MLW)

Gentlemen:

The attached list of names is those accounts taken from our records reflecting positions with Oppenheimer & Co. Inc., during the period you have requested.

Even though these are positions reflected in our system, the original registration may have been in "street name" or in client name.

This list does not necessarily mean that they are a member of the class as defined, but they should receive notification for their determination.

In providing the information herein requested, we expect that it will be handled in the strictest of confidence, used only for the purpose requested, and will not be distributed to any other party for any reason.

Please send to the enclosed names, the notification of the class action. At this time, we also request that you forward the required **Research Fee of \$800.00**, payable to "Oppenheimer & Co. Inc.". Thanking you in advance.

Very truly yours,
Oppenheimer & Co. Inc.

By: Susan Stora
Susan Stora

Ss
Enc.

*Labels 1597
R-EXS 4/2/08*

people's Securities, Inc.

1000 Lafayette Boulevard, P.O. Box 31
Bridgeport, Connecticut 06601-0031
203.338.0800 800.392.3009

Invoice for Class Action Research

April 8, 2008

Strategic Claims Services, LLC
P.O. box 1915
600 North Jackson Street, Suite 3
Media, PA 19063

Job Labels

Regarding: Research on Class Action for American Tower Corporation.

Please note that we have completed the requested research for all persons & entities that purchased American Tower Corporation. Between April 1, 2002 and May 22, 2006. Please make a check payable to People's Securities, Inc. in the amount of \$485.00 to cover the cost of this research. Please mail this reimbursement to:

People's Securities, Inc.
Attention: Operations Manager
1000 Lafayette Blvd.
9th Floor
Bridgeport, CT 06604

* * * * *

Research fee: \$10.00 per month or any part thereof
Standard Shipping & Handling fee:

\$15.00 per Class Action research 47

	X \$10.00	
Sub Total:	\$ 470.00	
	\$ 15.00	
Total:	\$ 485.00	* * * * *

Please contact me with any questions.

Sincerely,

Heather A. Hepburn

Heather A. Hepburn
Operations Manager
203-338-4061

Pershing®

AN AFFILIATE OF THE BANK OF NEW YORK MELLON

April 21, 2008

Via FedEx

Claims Administrator
Strategic Claims Services
600 North Jackson Street, Suite 3
Media, PA 19063

Re: American Tower Corporation Securities Litigation, CUSIP: 029912201

We are in receipt of your notice of Class Action regarding the above-referenced security requesting that we forward the notice to the persons who purchased those securities through our firm (or cleared by our firm) during the period of 04/01/02 through 05/22/06.

Pershing is the successor in interest by way of merger to BNY Clearing Services LLC ("BNYCS"). Accordingly, I am enclosing one set of mailing labels and one copy of the label register each for each of the purchasers that cleared through Pershing and BNYCS. Please forward a copy of the Notice to each purchaser.

Based on Eisen v. Carlisle & Jacquelin, 417 U.S. 156 (1974), and other applicable law, Pershing is entitled to reimbursement for the reasonable expenses incurred in searching our computer records to produce the requested records. The cost is \$200.00 for each calendar year or part thereof for the first securities issue (CUSIP#) plus \$20.00 per year for each additional securities issue. Accordingly, please forward a check for \$1,000.00 to:

Pershing LLC
One Pershing Plaza, 10th Flr.
Jersey City, NJ 07399
Attn: Clarise Schaefer, Legal Department

Your utilization of the enclosed information will constitute your agreement to reimburse for the above-referenced expenses incurred in connection with our response to your request.

Sincerely,

Clarise Schaefer

Clarise Schaefer
Legal Assistant

ClactAmericanTowerCorp.doc

One Pershing Plaza, Jersey City, NJ 07399
pershing.com

Pershing LLC, member FINRA, NYSE, SIPC

8125
marked/
addresses
Rec 4/22/08
Sent ??

PiperJaffray

800 Nicollet Mall, Minneapolis, MN 55402-7020
612 303-6000
Piper Jaffray & Co. Since 1895. Member SIPC and NYSE.

American Tower Corporation
c/o Strategic Claim Services LLC
P.O. Box 1915
600 North Jackson Street, Suite 3
Media, PA 19063

24 April, 2008

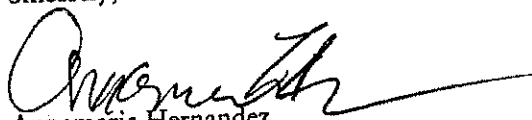
Dear Claims Administrator,


Per your notice dated February 28, 2008, we searched our records for beneficial owners of American Tower Corporation who purchased/held common stock from April 1, 2002 through and including May 22, 2006. We are enclosing mailing information for our 378 beneficial owners. We understand that *you will mail* the notice and proof of claim and any future mailings to each beneficial owner.

Based on Eisen vs. Carlisle & Jacquelin, 417 U.S. 156 (1974), and other succeeding cases interpreting the Federal Rules of Civil Procedure, we are entitled to be reimbursed for reasonable expenses incurred in searching our records, computer time and production of a mailing list. Our fee is \$97.80. Please remit this amount to Piper Jaffray to my attention at the above address. We have enclosed a business reply envelope for your convenience.

Our client information is confidential and proprietary. We are supplying this list to assist prompt receipt by our clients of important information. We understand that you will use this information for no purpose other than to supply the notice you have described. Your use of this information represents your agreement with that understanding. We expect that in your fiduciary capacity the information concerning clients will be shared with no one else. Also, **DO NOT SAVE** the information on the disk to a shared drive or company drive. If you have a secure method to permanently erase files (or overwrite), please use that method. This enclosed disk is encrypted and the password has been sent to you in a previous mailing. Thank you.

Sincerely,


Annamaria Hernandez
Class Action Specialist
612-303-6959

RdE 4/28/08


Enclosure 3.5" Diskette
Business Reply Envelope

Internal File: 3596

RAYMOND JAMES®

& ASSOCIATES, INC.

Member New York Stock Exchange/SIPC

The Raymond James Financial Center 880 Carillon Parkway P.O. Box 12749
St. Petersburg, Florida 33733-2749 (727)567-3800

REORGANIZATION
DEPARTMENT INVOICE # 4184

1ST REQUEST x

2ND REQUEST _____

THIS INVOICE IS FOR REORGANIZATION DEPARTMENT SERVICES AS INDICATED BELOW. IN ORDER TO PROPERLY CREDIT YOUR ACCOUNT PLEASE:

In re American Tower Corporation Securities
Litigation

C/O Strategic Claims Services
Claims Administrator

600 North Jackson Street
Suite 3

Media PA 19063

- RETURN REMITTANCE COPY WITH PAYMNT TO:

Raymond James & Associates, Inc.
Attn: Reorganization Department
880 Carillon Parkway
P.O. Box 12749
St. Petersburg, FL 33733-2749

- IF YOU HAVE ALREADY SUBMITTED PAYMENT,
PLEASE DISREGARD THIS INVOICE.

MATERIAL MAILED	NUMBER OF LABELS MAILED	SERVICE FEE	CUSIP	TOTAL
Labels	1 CD 5,153 Clients	\$200.00	029912201	\$200.00
1 st SET requested.				
Labor Charge				
TOTAL AMOUNT TO PAY ►				\$200.00

April 14, 2008

Strategic Claims Services LLC
Attn: American Tower Corp Secs Litigation
PO Box 1915
Media Pa 19063

Dear Administrator:

Enclosed are the names of the street name clients for RBC Wealth Management who purchased the common stock of American Tower Corporation during the period of 04/01/02 thru 05/22/06.

We understand that you will forward the notice of class action and proof of claim to these clients along with any future correspondence regarding this litigation.

Please forward a check to cover the expense incurred in the research and formation of the list for this litigation. Charges are as follows:

1923 Names minimum charge \$ 200.00

Mail to: RBC Wealth Management.
Attn: Steve Schafer - M10
510 Marquette Ave S
Minneapolis Mn 55402

If you have any questions, you may call me at 612-607-8529

Thank you.

Sincerely,

Steve Schafer

Enclosure



04/21/08

Strategic Claims Services
600 N.Jackson Street, Suite 3
Media PA 19063
Info@claimsstrategicclaims.net

RE: AMERICAN TOWER CORP,
CUSIP NO: 029912201
Class Period: Pur. 04/1/2002 -- 5/22/2006

Dear Claims Administrator:

Please forward all Class Action materials to our beneficial holders. The name and address labels are enclosed.

This is a bill for services rendered for **American Tower Corp.**, supplied you with 1765 names and addresses for which we are charging **\$1.00** per label for E* Trade Financial customers **\$1765.00**

In addition, we must charge you **\$500.00** for the names and addresses obtained via Beta Blue Sheet requests. The Beta request must be made to obtain eligible class members who were Dreyfus Brokerage customers whom we acquired in June 2002. The amount is solely a pass through charge from the provider with no added markup from E*Trade Financial, LLC.

Total cash payment due: **\$2265.00**

Please make check payable to: **E*Trade Financial LLC.**

Forward check to the following address:

E*TRADE FINANCIAL CLEARING
c/o Ridge Clearing Outsourcing Services
Attn: Yasmine Casseus / Corporate Actions Dept.
2 Journal Square 5th floor
Jersey city NJ 07306-4006

If you have any questions please contact Yasmine Casseus (888) 859-5915 option 4. Thank you in advance for your cooperation.



4/9/08

Strategic Claims Services
600 North Jackson Street, Suite 3
Media PA, 19063
kteo@strategicclaims.net

Dear Solicitor:

We have been requested to provide you with the names and addresses of the beneficial owners in connection with the specified terms of the class action.

**AMERICAN TOWER CORP.,
Cusip # 029912201**

Enclosed is an itemized list of the expenses incurred in the amount of **\$602.00**

\$ 100.00 Printout Historical Trading Activity (ADP)

100

\$ 1.00 Per Accounts 1-999

502

\$.75 Per Accounts 1000 & Up

Ridge Clearing Outsourcing Solutions, is requesting reimbursement for expenses incurred in searching for and furnishing beneficial ownership information for the purposes of proxy solicitation. Federal Rules of Civil Procedure Rule 45(C)(2)(B), as well as, the Securities & Exchange Commission Act 1934 Section 17 and the New York Stock Exchange Rule 451 provide for legal support in this reasonable request for reimbursement upon production of potential class members.

Please make payments payable to **Ridge Clearing Outsourcing Solutions**.
2 Journal Square Plaza 5th floor, Jersey City, NJ 07306-4006 Attn: Yasmine Casseus.

DISKETTES



LABELS



E-MAIL





STATE STREET

Fiducie State Street
770 Sherbrooke Street West
11th Floor
Montreal, Quebec H3A 1G1

Telephone: (514) 282-2400
Facsimile: (514) 282-2498

Invoice: # 565
April 10, 2008

American Tower Corporation Litigation Settlement
c/o Strategic Claims Services, LLC
P.O. Box 1915
600, North Jackson Street, Suite 3
Media, PA 19063

Re: Notice of Pendency and Exclusion for American Tower Corp.

As stated on the special notice to nominees regarding Exclusion for the above named security, we are submitting an invoice for expenses incurred in the locating, processing, and forwarding of the Notice of Pendency of Class Action to our clients. The breakdown of fees charged is as follows:

Programming/Research/Computer Time	\$ 20.00		3 client(s)	\$ 60.00 US
Photocopying of the Trade History Detail	\$ 0.30	33 pages		\$ 9.90 US
Photocopying of Class Action to each client	\$ 0.30	15 pages	3 client(s)	\$ 13.50 US
Mailing of each package to clients	\$ 2.65		3 client(s)	\$ 7.95 US
	\$ 17.32		0 client(s)	\$ - US
Total				\$ 91.35 US

Please return a copy of this invoice with your check payable to State Street Trust Company Canada at:

State Street Trust Company Canada
Attn: Danielle Drouin
770 Sherbrooke Street West, 11th Floor
Montreal (Quebec) H3A 1G1
Canada

Please do not hesitate to call us at (514) 282-3064 should you have any questions.

Sincerely,

Danielle Drouin

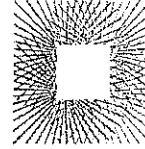
Danielle Drouin
Senior Accountant – Tax Services

DD/af

Rec'd 4/18/08
[Signature]

Strategic Claim Servicing
The Bank of New York
One Wall Street
New York, NY 10286

March 27, 2008



The **BANK**
of **NEW YORK**

In Re: ~~American Tower Corporation Litigation Settlement~~
C/o Strategic Claim Services, LLC
P.O. Box 1915
600 North Jackson Street, Suite 3
Media, PA 19063

RE: American Tower Corporation Litigation Settlement

*Rec'd & Entered
4/11/08
(me)*

The Bank of New York has reasonably incurred the out of pocket expenses set forth below, which expenses would not have incurred by the Bank of New York but for the requirements of providing notice to the beneficial owners of the above mentioned litigation herein."

We hereby request reimbursement for expenses incurred in researching and mailing notices to the beneficial holders of the security listed above.

We incurred	<u>10</u>	Hours Research	\$25.00	=	\$250.00
No. of accounts	<u>1,570</u>	First Class Postage	\$0.37	=	\$580.90
		Airborne Express Charge	x \$0.00		\$0.00
TOTAL AMOUNT DUE					\$830.90

We would appreciate it if you would forward reimbursement payment for the total amount due with the enclosed copy of this letter: THE BANK OF NEW YORK, One Wall Street, 6th Fl, New York, NY 10286, ATTN: Janet Marrero

If you have any questions regarding this matter, please feel free to contact Anna Laskody 212-635-6268. Thank you for your cooperation to this matter.

Very truly yours,
THE BANK OF NEW YORK

Ray Cestaro
Vice President



UBS Financial Services
1000 Harbor Boulevard
Weehawken, NJ 07086
Proxy Dept

INVOICE

AMERICAN TOWER CORPORATION
C/O STRATEGIC CLAIM SERVICES
2710 CONCORD ROAD
SUITE 5
ASTON, PA 19014

Date: APRIL 25, 2008
INVOIC 223

DEAR SIRS:

UBS has completed transactions for the cusip numbers		PROCESSING FEE BASED ON .40 PER CLIENT
JOB INFORMATION	ITEM 11,440	TOTAL CHARGES
Cusip Number: 030279996		\$4,576.00
AMERICAN TOWER CORPORATION		

Please review your records and if they are in accordance with our inquiry, issue payment in the amount of

\$4,576.00

Please Wire Funds to:

UBS AG
ABA# 026007933
Swift:UBSWUS33
For Further Credit to
Ubs Financial Services
Account# 101-WA 258-641-000
FCC: Proxy Department
Attn:Ken Thompson / Jane Flood
A/C # YYNNXXXXXX

Remit Check To :

UBS Financial Services
1000 Harbor Boulevard
7th Floor Attn:Ken Thompson / Jane Flood
Weehawken, NJ 07086

Sincerely,

Jane Flood

Fax: (201-272-7649
Proxy Department
Phone: (201)352-7319



Invoice Number 11698
Invoice Date 4/10/2008

Total Due \$1,079.60

2801 Market Street
St. Louis, MO 63103

INVOICE

029912201
AMERICAN TOWER CORPORATION
STRATEGIC CLAIM SERVICES LLC
600 N. JACKSON STREET, SUITE 3
MEDIA PA 19063
PO BOX 1915

Please direct all inquiries to:
Proxy Department
(314) 955-2525
(314) 955-4303

Please detach and return this stub along with remittance in the envelope provided.

This invoice describes expenses incurred in connection with shareholder communication services.

The following items were sent to the shareholders:

ITEM DESCRIPTION	NOTICE OF PENDENCY
ITEM DESCRIPTION	PROOF OF CLAIM FORM

Invoice # 11698
Invoice Date 4/10/2008

# Clients 2699	Postage	\$0.00	Postage Amount	\$0.00
# Clients 0	Postage	\$0.00	Postage Amount	\$0.00
# Clients 0	Postage	\$0.00	Postage Amount	\$0.00

Total # clients 2699

Total Postage \$0.00

029912201
AMERICAN TOWER CORPORATION
STRATEGIC CLAIM SERVICES LLC
600 N. JACKSON STREET, SUITE 3
MEDIA PA 19063

Return Cards 0

Envelope Charge	\$0.00
Return Proxy Charge	\$0.00
Service Charge	\$1,079.60

Total Due \$1,079.60

Please direct all inquiries to:
Proxy Department
(314) 955-2525



Wayne Hummer
INVESTMENTS

300 South Wacker Drive, Chicago, IL 60606-6607
local 312.431.1700 / toll free 800.621.4477
facsimile 312.431.0704
www.whummer.com

INVOICE

Date: 03/31/08

To: Claims Administrator
American Tower Corporation Litigation Settlement
c/o Strategic Claim Services, LLC
P.O. Box 1915
600 North Jackson Street, Suite 3
Media, PA 19063

RE: American Tower Corporation

*7 Labels
R-E-S 4/4/08
(MC)*

Dear Sir or Madam:

Enclosed please find one set of adhesive mailing labels for our customers who are eligible to participate in the above referenced Class Action. Please forward any necessary Notices/Proof of Claim forms required.

Based upon our rate of \$40.00 per hour billable for 1 hour (s), we are requesting reimbursement for our research and compiling costs.

Please enclose a check in the amount of \$ 40.00 payable to:

Wayne Hummer Investments LLC
Attn: Reorganization Department
P.O. Box 750
Chicago, IL 60690

Should you require any additional information regarding this matter, please contact the undersigned at (312) 431-1700. Thank you for your cooperation.

ext. 0205

Sincerely,

Wayne Hummer Investments LLC

Jim Zapp
Reorganization Department

Exhibit D

Exhibit D

miller

Miller Advertising Agency, Inc. • 71 Fifth Avenue • New York, New York 10003 • 212-929-2200

INVOICE

STRATEGIC CLAIMS SERVICES - N260
Attn: Paul Mulholland
600 N. Jackson St. Ste 3
Media, PA 19063

Client Number 123027
Invoice Number 647685 - 077
Invoice Date 03/28/08
Terms: Net 30 Page 2

Regarding
AMERICAN TOWER

Media	Description	Ad Number	Insert Dates	Ad Size	Times	Amount
INVESTOR'S BUSINESS	LEGALS	N3120026	03/28	1.00	1	1234.20
INVESTOR'S BUSINESS DAILY TOTAL						\$1,234.20

INVOICE TOTAL \$1,234.20

Expenses

*News wire
(see attached)*

275.00

\$1,509.20

Exhibit D



Billing Transaction Statement

Bill To: Mulholland & Co., LLC
Paul Mulholland
225 State Road
Media, PA 19063

Date: 2008-03-28

Amount: \$275.00

Description:

Wire Service: Notice of Pendency and Proposed Settlement of Class Action and Fairness Hearing On Behalf of Those Who Purchased or Otherwise Acquired Shares of Common Stock of American Tower Corporation Announced by Labaton Sucharow LLP -- AMT

- **Word Count:** 627
- **Distribution:** Class Action Newswire -- \$175.00 for the first 500 words plus \$50.00 per additional 100 words.

When making inquiries, please refer to Transaction #21832