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13 **UNITED STATES DISTRICT COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA**
15 **SAN FRANCISCO DIVISION**

16 IN RE TFT-LCD (FLAT PANEL)
ANTITRUST LITIGATION
17 _____)

Case No. 3:07-MD-1827 SI

18 This Document Relates to:)
19 Indirect-Purchaser Class Action;)
20 *State of Missouri, et al. v. AU Optronics*)
Corporation, et al., Case No. 10-cv-3619;)
21 *State of Florida v. AU Optronics Corporation,*)
22 *et al.*, Case No. 10-cv-3517; and)
23 *State of New York v. AU Optronics Corporation,*)
et al., Case No. 11-cv-0711.)

DECLARATION OF PATRICK B. CLAYTON IN SUPPORT OF INDIRECT-PURCHASER PLAINTIFFS' AND SETTLING STATES' JOINT RESPONSE TO OBJECTIONS TO COMBINED CLASS, PARENS PATRIAE, AND GOVERNMENTAL ENTITY SETTLEMENTS WITH AUO, LG DISPLAY, AND TOSHIBA DEFENDANTS

Hearing Date: November 29, 2012
Time: 3:30 p.m.
Courtroom: 10, 19th Floor
The Honorable Susan Illston

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27)
28 **DECLARATION OF PATRICK B. CLAYTON IN SUPPORT OF INDIRECT-PURCHASER PLAINTIFFS' AND SETTLING STATES' JOINT RESPONSE TO OBJECTIONS TO COMBINED CLASS, PARENS PATRIAE, AND GOVERNMENTAL ENTITY SETTLEMENTS WITH AUO, LG DISPLAY, AND TOSHIBA DEFENDANTS**

1 I, Patrick B. Clayton, declare:

2 1. I am an attorney licensed to practice before the courts of the State of California, and an
3 associate of the law firm Zelle Hofmann Voelbel & Mason LLP, Co-Lead Counsel for the Indirect-
4 Purchaser Plaintiffs (“IPPs”). I make this Declaration in Support of Indirect-Purchaser Plaintiffs’
5 and Settling States’ Joint Response to Objections to Combined Class, *Parens Patriae*, and
6 Governmental Entity Settlements With AUO, LG Display, and Toshiba Defendants. I have
7 personal knowledge of the facts stated in this Declaration and, if called as a witness, I could and
8 would testify completely to them.

9 2. Attached hereto as **Exhibit 1** is a true and correct copy of the cover page and excerpts
10 from the deposition transcript of Objector **Stefan Rest**, dated November 6, 2012.

11 3. Attached hereto as **Exhibit 2** is a true and correct copy of the cover page and excerpts
12 from the deposition transcript of Objector **Andrea Pridham (a/k/a Kane)**, dated November 6,
13 2012.

14 4. Attached hereto as **Exhibit 3** is a true and correct copy of the cover page and excerpts
15 from the deposition transcript of Objector **Keena Dale**, dated November 9, 2012.

16 5. Attached hereto as **Exhibit 4** is a true and correct copy of the cover page and excerpts
17 from the deposition transcript of Objector **Margot Bradley**, dated November 5, 2012.

18 6. Attached hereto as **Exhibit 5** is a true and correct copy of the cover page and excerpts
19 from the deposition transcript of Objector **Geri Maxwell**, dated November 6, 2012.

20 7. Attached hereto as **Exhibit 6** is a true and correct copy of the cover page and excerpts
21 from the deposition transcript of Objector **Luis Mario Santana**, dated November 6, 2012.

22 8. Attached hereto as **Exhibit 7** is a true and correct copy of the cover page and excerpts
23 from the deposition transcript of Objector **Ira Conner Erwin**, dated November 6, 2012.

24 9. Attached hereto as **Exhibit 8** is a true and correct copy of the cover page and excerpts
25 from the deposition transcript of Objector **Mark Schulte**, dated October 30, 2012.

1 10. Attached hereto as **Exhibit 9** is a true and correct copy of the cover page and excerpts
2 from the deposition transcript of Objector **Mary Mathis (testifying for Corporate Broadcast**
3 **Company, Inc.)**, dated November 12, 2012.

4 11. Attached hereto as **Exhibit 10** is a true and correct copy of the cover page and excerpts
5 from the deposition transcript of Objector **Alex Martinez**, dated November 5, 2012.

6 12. Attached hereto as **Exhibit 11** is a true and correct copy of the cover page and excerpts
7 from the deposition transcript of Objector **Kelly Kress**, dated October 30, 2012.

8 13. Attached hereto as **Exhibit 12** is a true and correct copy of the reporter's transcript
9 (without exhibits) regarding the nonappearance of **Alison Paul** at her deposition, dated November
10 5, 2012.

11 14. Attached hereto as **Exhibit 13** is a true and correct copy of the reporter's transcript
12 (without exhibits) regarding the nonappearance of **Johnny Kessel** at his deposition, dated
13 November 5, 2012.

14 15. Attached hereto as **Exhibit 14** is a true and correct copy of the reporter's transcript
15 (without exhibits) regarding the nonappearance of **Leveta Chesser** at her deposition, dated
16 November 2, 2012.

17 16. Attached hereto as **Exhibit 15** is a true and correct copy of the Order Granting
18 Plaintiffs' Motion for Reconsideration; Requiring Appellate Bond entered in *Embry v. ACER Am.*
19 *Corp.*, No. C 09-01808 JW (N.D. Cal.) on July 31, 2012 (Dkt. 265).

20 I declare under penalty of perjury pursuant to the laws of the State of California that the
21 foregoing statements of fact are true and correct.

22 Executed this 15th day of November, 2012 in San Francisco, California.

23
24 /s/ Patrick B. Clayton
25 Patrick B. Clayton

26 3240598v1

EXHIBIT 1

STEFAN REST
TFT-LCD ANTI-TRUST LITIGATION

November 6, 2012

Page 1

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
CASE NO. 3:07-md-1827 SI, MDL. NO. 1827

IN RE: TFT-LCD (FLAT PANEL)
ANTITRUST LITIGATION

-----/

DEPOSITION OF STEFAN REST
Taken by Counsel for Defendant
(Pages 1 - 144)
Tuesday, November 6, 2012
12:41 p.m. - 2:53 p.m.

at

Hyatt Regency
Orlando International Airport
9300 Jeff Fuqua Boulevard
Orlando, Florida 32827

Reported By:
Richard Castillo
Certified LiveNote Reporter
Notary Public, State of Florida
Esquire Deposition Solutions
Orlando Office Job No. 328199
Phone - (407)426-7676

1 about stuff, I ask Chris and, you know, he gives me
2 answers to them.

3 Q Okay. Has he represented you on other
4 matters before your objection to this class-action
5 settlement?

6 A Yes.

7 Q On how many occasions, sir?

8 A We are -- I think I'm involved in one
9 other objection with Chris.

10 Q And what case is that, please?

11 A Muscle Milk.

12 Q Muscle like muscle?

13 A Yeah. It's a sports drinks that we use
14 when we work out.

15 Q And where is that case based?

16 A I'm not sure.

17 Q Okay.

18 A And other --

19 MR. BANDAS: Just briefly -- I apologize
20 to interrupt -- you can't look to me for
21 answers. If you don't know, just tell him you
22 don't know.

23 THE WITNESS: Okay. Got you.

24 BY MR. STEYER:

25 Q By the way, if I ask a question, and you

1 objection, you know, so I would say April.

2 Q Okay. And how did it come about, your
3 communication with Mr. Bandas?

4 A We were -- I don't remember what we were
5 talking about, but we were on the phone, and he
6 said, hey ... do you ... do you know about the LCD
7 objection? I know that you're a internet guy or a
8 technology guy and, you know, if there's something
9 you ought to know about, and that's how it came
10 about.

11 MR. BANDAS: Wait, stop. You're now
12 getting into substance of communications once
13 you sought legal advice. He's just asking
14 about time. When did you first speak?

15 THE WITNESS: Okay.

16 BY MR. STEYER:

17 Q So you spoke to Mr. Bandas sometime in the
18 early spring of this year?

19 A Right.

20 Q And the first time you became aware of the
21 LCD case is when Mr. Bandas mentioned it to you,
22 correct?

23 A Yeah.

24 Q Prior to that telephone conversation with
25 Mr. Bandas, you had no knowledge about the LCD case,

1 neighbors.

2 Q In which town?

3 A Wilmington, North Carolina.

4 Q When you were in school?

5 A Um-hum.

6 Q You got to answer, yes.

7 A Yes. Sorry.

8 Q Okay. So you've been friends for ten, 12
9 years?

10 A Yeah, at least.

11 Q Okay. Had you already filed your
12 objection when you called him?

13 A I don't think so.

14 Q And when you called him, did you suggest
15 to him that he object to the settlement?

16 A I called him and told him he should be a
17 part of this since he's bought tons of LCDs, too,
18 and to talk to Chris.

19 Q Why did you refer him to Mr. Bandas?

20 A Because Chris represented me.

21 Q So Mr. Bandas was representing you at that
22 point in time in the spring?

23 A I would assume so, yeah.

24 Q Okay. That was your understanding, that
25 Mr. Bandas was your lawyer at the time you filed

1 your first objection; is that correct?

2 A Yeah. Chris has been giving me legal
3 advice for a long time.

4 Q And I'm just curious. If Mr. Bandas was
5 already representing you, why did you file it in Pro
6 Per?

7 A I don't know what that means.

8 Q Why did you file it and not have
9 Mr. Bandas do the filing for you?

10 A You know, that Chris ... I would do it if
11 his office staff could do something for me.

12 Q Did they prepare the objection for you?

13 A I don't know who did it, but it was
14 prepared and shown to me, and I -- they asked me if
15 that was what I wanted it to say.

16 Q And who prepared it?

17 A I don't know.

18 Q Someone in Mr. Bandas's office; is that
19 correct?

20 A Yeah. Yes, that's correct.

21 Q And then you signed your name to it?

22 A Yes, that's correct.

23 Q So, basically, you filed with the court
24 what they told you to say; is that correct?

25 MR. BANDAS: Objection to the last part of

1 the question, because when you say, "told you
2 to say."

3 MR. STEYER: I'll rephrase it.

4 MR. BANDAS: Thank you.

5 BY MR. STEYER:

6 Q They prepared your objection. You signed
7 it, correct?

8 A That's correct.

9 Q Okay. And, at that point when you filed
10 your objection, it was your understanding that
11 Mr. Bandas was your lawyer in this matter, correct?

12 A Yes.

13 Q Did you ever -- what was your
14 understanding as to why he didn't just file it under
15 his name as the lawyer?

16 A If you want -- I don't know.

17 Q Did you understand he was trying to hide
18 his identity from the court?

19 MR. BANDAS: Objection. You're now asking
20 him to reveal questions of strategy and
21 communication he may have had with counsel
22 about this and the reasons for doing it.

23 MR. STEYER: You can't make speaking
24 objections. If you have an objection --

25 MR. BANDAS: Counsel --

1 BY MR. STEYER:

2 Q Yeah. Just so we're clear, he's correct,
3 I'm not asking you to tell me, with specifics, what
4 you discussed with your lawyer. I'm asking you
5 independently of that, what is your goal in
6 objecting to the Muscle Milk case?

7 A I've left that up to Chris. He represents
8 me. And Muscle Milk is something that I have used.
9 And, you know, I left it up to Chris to make my
10 decision -- legal decisions for me.

11 Q And is the same true here in LCD?

12 A Yes.

13 Q What is your goal in objecting to the LCD
14 case?

15 A Again, I've left the legal strategy to
16 Chris. I'm a member, and I know I bought LCDs, I
17 want to be involved.

18 Q By the way, have you filed a claim yet in
19 the LCD case?

20 A What do you mean?

21 Q Have you filed a claim to get a refund?

22 A Yes.

23 MR. BANDAS: You're talking about the
24 claim form?

25 MR. STEYER: Yes.

1 little bit. I'd really have to spend a lot of time
2 and sit down and read it. When I have questions, I
3 just -- you know, I refer to Chris about stuff.

4 Q Okay. Take a look -- if you would look
5 now at Exhibit Six, please. And this was ... oh,
6 and by the way, if you go back to Exhibit Five for a
7 moment, Mr. Bandas prepared the Notice of Appeal for
8 you, and you signed it; is that correct?

9 A Yeah, the office prepared this for me.

10 Q Okay. And they filed it with the court?

11 A I'm not sure what happened to it after I
12 signed it.

13 Q Okay. All right. Look at Exhibit Six,
14 please. This is called Notice of Appearance of
15 Counsel. And it was filed with the court with the
16 Ninth Circuit Court of Appeals, September 10, 2012,
17 and Mr. Bandas was now appearing officially on your
18 behalf.

19 Do you know why that occurred?

20 MR. BANDAS: Same instruction.

21 THE WITNESS: I don't know.

22 MR. BANDAS: Sorry. Before you answer, I
23 need an opportunity to caution you to not speak
24 about this if you have to rely on
25 communications that you and I have had about

1 your words why you're objecting to the second
2 settlement.

3 MR. BANDAS: I'm going to instruct you not
4 to answer if you have to rely on your right to
5 hire counsel and get advice from counsel. You
6 cannot talk to him about what you and I have
7 discussed.

8 BY MR. STEYER:

9 Q Yeah. And just so we're clear, Mr. Rest,
10 I'm not asking you to tell me what you discussed
11 with Mr. Bandas. I'm asking a very simple question.

12 Explain to us, under oath, in your own
13 words, why you were objecting to the second
14 settlement.

15 MR. BANDAS: Do that only if you can
16 explain without revealing our conversations.

17 (Pause.)

18 THE WITNESS: The whole reason why I'm
19 involved in this objection is because of the
20 amount of money that's involved for -- I just
21 feel like it's -- the attorney's fees are huge
22 on this, and I feel like I'm -- I'm -- I'm very
23 much a part of people that bought LCD screens.
24 And being in technology over the years, I just
25 feel like I should be a part of this. That's

1 why -- and based on my conversations with
2 Chris ... and him representing me, I feel like
3 that's why I'm objecting.

4 BY MR. STEYER:

5 Q What are you objecting to?

6 MR. BANDAS: Object.

7 BY MR. STEYER:

8 Q Tell me what portions -- for example, are
9 you objecting that the \$1,082,000,000 isn't enough
10 money for the settlement?

11 MR. BANDAS: Objection. Asked and
12 answered. And to the extent it calls for a
13 legal opinion for him to interpret what his
14 lawyers have filed on his behalf in this case,
15 he has a right to rely on counsel. Asking him
16 for a legal opinion about what the legal
17 arguments are that are preserved or not
18 preserved, I believe is improper.

19 MR. STEYER: That's fine.

20 BY MR. STEYER:

21 Q Go ahead. Answer the question.

22 A I'm objecting at how giant the legal fees
23 are with this.

24 Q Okay. So you're objecting to the amount
25 of the attorney's fees. Are you objecting to the

EXHIBIT 2

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE TFT-LCD (FLAT PANEL) Case No. M:07-1827-SI
ANTITRUST LITIGATION

This Document Relates to:
All Indirect Purchaser Actions

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DEPOSITION OF  
ANDREA PRIDHAM

November 6, 2012  
3:54 p.m.

500 North State College Boulevard, 14th Floor  
Orange, California

Sandra Esparza, CSR No. 6797



1 question.

2 Q. The other class action in which you appeared as  
3 an objector do you know the name you used in which you  
4 appeared?

5 A. Didn't you already ask me that question?

6 Q. We went over Group-on and Nutella. You said  
7 there was a third case.

8 A. I don't know.

9 Q. You don't know the name that was used. Okay.  
10 How did you learn about the LCD settlements?

11 A. My husband told me about them.

12 Q. When was this?

13 A. It was within the last year.

14 Q. Do you know if it was in the first half of the  
15 year, second half of the year?

16 MR. PRIDHAM: Object. What is the relevancy as  
17 to when she learned about that?

18 MR. CLAYTON: Counsel, state your objection.

19 MR. PRIDHAM: My objection is it's irrelevant  
20 and immaterial and exceeds the scope of the master's  
21 determination of what can be asked.

22 MR. CLAYTON: You stated it.

23 MR. PRIDHAM: Okay.

24 MR. CLAYTON: It's in the record.

25 Q. Do you know if it was in the first half or the

# **EXHIBIT 3**

KEENA DALE  
IN RE: TFT-LCD (FLAT PANEL)

November 9, 2012

Page 1

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION  
CASE NO. 3:02-MD-1827 SI

IN RE: TFT-LCD (FLAT PANEL)  
ANTITRUST LITIGATION

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DEPOSITION OF  
KEENA DALE

-----  
November 9, 2012  
9:37 a.m. - 11:15 a.m.

Offices of Esquire Deposition Services  
200 E. Robinson St., Suite 725  
Orlando, FL 32801

REPORTED BY:  
Brenda Bellet  
Independent Contractor - Court Reporter  
Notary Public, State of Florida  
Esquire Job Number 324053

1 the LCD is.

2 Q. What does LCD stand for?

3 A. Liquid crystal display.

4 Q. Do you know what an TFT or LCD panel is?

5 A. I don't know the exact definition.

6 Q. I take it you don't know who purchases the  
7 panels. Who purchases the panels? Who buys them?

8 A. Most people buy them.

9 Q. Did you buy one?

10 A. I did.

11 Q. Okay. And it was in, I take it, each of these  
12 products we just talked about?

13 A. Specifically the Toshiba, yes.

14 Q. Okay. What's the TFT-LCD Flat Panel Antitrust  
15 Litigation about?

16 A. It's about the manufactures of the LCDs  
17 apparently -- I don't know if they actually coerced about  
18 their sales prices or whatever. They control the pricing on  
19 the market somehow. I don't understand every detail to it,  
20 but it was brought to light, and they were sued for  
21 antitrust for that.

22 Q. Is it -- let me be a little more colloquial  
23 about that. Is it your understanding they engaged in price  
24 fixing?

25 A. Yes, sir.

1 Q. When did you first hear about the LCD Antitrust  
2 Litigation?

3 A. In discussions with my attorney.

4 Q. About when? How long ago?

5 A. I'm going to say probably about October, maybe  
6 prior to that, September.

7 Q. And you first heard about it from Mr. Bacharach?

8 A. In our discussions.

9 Q. In your discussions.

10 Do you have an ongoing representation  
11 relationship with Mr. Bacharach?

12 A. Yes, sir.

13 Q. And that's in relation to Social Security  
14 disability or disability?

15 A. As my attorney, yes.

16 Q. And you two were just talking about it, and he  
17 said this is going on?

18 A. We were talking about several cases and other  
19 issues.

20 MR. SCHIRMER: I'm not going to go any further.

21 MR. BACHARACH: Okay.

22 MR. SCHIRMER: That's all. Beat you to the point.

23 BY MR. SCHIRMER:

24 Q. Do you know who the plaintiffs are in the LCD  
25 Antitrust Litigation?

KEENA DALE  
IN RE: TFT-LCD (FLAT PANEL)

November 9, 2012

Page 32

1 A. No, sir.

2 Q. Why did you decide to object to the settlement?

3 A. One, because I was a consumer that actually  
4 purchased one. Two, it's outrageous for the class -- you  
5 know, most class attorneys get a percentage, and the  
6 consumers don't get anything, or they're poorly represented,  
7 I guess, as far as their compensation.

8 Q. Do you know what the minimum amount you might  
9 receive if you make a claim is for each of your products?

10 A. Minimum could be zero.

11 Q. Would you be -- so, you're not aware that the  
12 minimum payment, according to the notice, is likely to be  
13 \$25?

14 A. No, sir. I'm not aware of that dollar amount.

15 Q. And that people who bought TVs are going to get  
16 probably twice the compensation of people who bought  
17 monitors?

18 A. I'm not aware of how it was to be distributed,  
19 no, sir.

20 Q. Do you know what percentage -- you said  
21 something just a minute ago. You said typically lawyers  
22 receive a percentage of the fund, and consumers don't get  
23 anything. What do you mean by consumers don't get anything?

24 A. Well, the rate of distribution on the class  
25 cases, the greater percentage is to the class attorney,

1 not --

2 Q. Do you know what percentage of the fund of the  
3 \$1,000,000,000 the attorneys are seeking in this case?

4 A. 28 point another decimal.

5 Q. Do you know what the general rate for a  
6 contingency lawyer is of any amounts recovered on behalf of  
7 their claims?

8 A. What do you mean?

9 Q. Well, if you hired a lawyer to pursue a personal  
10 injury lawsuit on your behalf, do you know what the average  
11 rate of compensation for those lawyers is?

12 A. Probably around 33 percent.

13 Q. Do you what the average compensation rate in  
14 terms of common fund cases, class action cases, what the  
15 average percentage is for class action attorneys?

16 A. I've read 10, 15 percent.

17 Q. You don't know for sure?

18 A. No.

19 Q. Did you read the motion requesting attorneys'  
20 fees? I take it you didn't read the motion requesting  
21 attorneys' fees?

22 A. I don't know which one is specific, no. I read  
23 what I have here.

24 Q. Okay. So, your basis for objecting is you think  
25 it's a lot of money?

1 A. I think it's excessive for class attorneys.

2 Q. And on what do you base that?

3 A. It's just an awful lot of money, \$300,000,000,  
4 something to that degree, for an attorney.

5 Q. Okay. Let's go to your objection. I think  
6 that's Exhibit 2. 2, I think. It's the objection.

7 A. Okay.

8 Q. Why don't you take a look at it for just a  
9 minute.

10 Now, please look at paragraph three. It says  
11 the court, the Ninth Circuit, uses a benchmark of 25  
12 percent?

13 A. Uh-hum.

14 Q. What does that mean to you?

15 A. That's a normal percentage.

16 Q. I take it you're not aware more than 115 law  
17 firms did work on behalf of the indirect purchasers in this  
18 case?

19 A. I wasn't one aware of the total numbers.

20 Q. I guess you weren't aware that hundreds of  
21 attorneys worked on this case?

22 A. I am aware of that.

23 Q. Do you know that each of those attorneys  
24 provided a sworn statement outlining the work they did on  
25 behalf of the class in this case?



# **EXHIBIT 4**

MARGOT BRADLEY  
TFT-LCD ANTI-TRUST LITIGATION

November 5, 2012

UNITED STATES DISTRICT COURT  
FOR THE  
SOUTHERN DISTRICT OF FLORIDA

Civil Action No. 3:07-md-1827 SI, MDL No. 1827

(If the action is pending in another district,  
state where: Northern District of California)

-----  
IN RE TFT-LCD (FLAT PANEL)  
ANTITRUST LITIGATION  
-----

DEPOSITION OF  
MARGOT BRADLEY  
TAKEN ON BEHALF OF THE CLASS  
Monday, November 5th, 2012  
1:30 p.m. - 3:20 p.m.

1640 Town Center Circle, Suite 216  
Weston, FL

SARA CONWAY, RPR

ESQUIRE SOLUTIONS

800.211.DEPO (3376)  
EsquireSolutions.com

1 A. Yes.

2 Q. Do you know how many states they live in?

3 A. Well, I didn't exactly count them, but I saw  
4 them on the consumer claim form.

5 Q. Okay. And do you know the names any of the  
6 defendants in the LCD litigation?

7 A. Some of them.

8 Q. Could you name a couple for me?

9 A. Samsung, LG.

10 Q. Okay. And are you a member of one of the  
11 settlement classes or the settlement class in the LCD  
12 Antitrust Litigation?

13 A. Can you rephrase the question.

14 Q. Sure. Do you know whether you are a member  
15 of the settlement class?

16 A. I don't believe I am.

17 Q. Okay. Why do you believe you are not a  
18 member of the settlement classes? You're making a  
19 claim in this case?

20 A. Correct.

21 Q. And as a result of the settlement people who  
22 are members of the class have an opportunity to make a  
23 claim. Do you understand?

24 A. Right.

25 Q. So is it your understanding that you have -

1 A. Yes.

2 Q. What does it mean to you?

3 A. It means that the purchase needs to be made  
4 within the period specified in the lawsuit.

5 Q. Okay. Do you know what the class period is  
6 for this settlement?

7 A. I believe from -- Are you all right?

8 Q. No, I just drinking too much soda. Gets on  
9 me about it all the time.

10 A. I believe it was from 1999 to 2006.

11 Q. Okay. Now, you said you first learned about  
12 this lawsuit a month, month and a half ago?

13 A. Correct.

14 Q. When did you first learn about the settlement  
15 that you objected to?

16 A. About the same time.

17 Q. Okay. And did you learn about the settlement  
18 the same way you learned about the lawsuit?

19 A. Yes.

20 Q. From your attorney, Mr. Torres?

21 A. Yes.

22 Q. Did you see any notices in the paper about  
23 the lawsuit?

24 A. No.

25 Q. Did you go surfing on line and run across the

1           A.     Well, when I read this I assumed that it was  
2     the amount being awarded, the 1.2, that's what that  
3     word referred to. That's what I understood.

4           Q.     Okay. Lodestar -- So when it says -- Why  
5     does it say the claimed lodestar is hard to believe?  
6     Do you have an understanding as to that?

7           A.     Because it's ginormous.

8           Q.     By lodestar you mean the amount of fees the  
9     attorneys are seeking?

10          A.     Well, the entire amount being awarded and the  
11     amount being asked for by the attorneys, yes.

12          Q.     Okay. Now, are you aware of what it took,  
13     other than the very complex and long standing  
14     litigation, to prosecute this case?

15          A.     I'm sure it took a long time, I have no  
16     doubt.

17          Q.     Did you know that complaints were originally  
18     filed in multiple states across the country?

19          A.     I assumed that.

20          Q.     And that one of the tasks the attorneys had  
21     to do was understanding each of the state's laws and  
22     how they applied to particular acts at issue?

23          A.     I would imagine.

24          Q.     Did you know that counsel for IPPs had to  
25     take more than 120 depositions, merits depositions?

# **EXHIBIT 5**



1 Q. Do you know how you learned about these  
2 settlements?

3 A. Yes.

4 Q. How?

5 A. My friend.

6 Q. Who?

7 A. Her name is Barbara.

8 Q. And what is her last name?

9 A. Cochran.

10 Q. And what did Ms. Cochran tell you?

11 A. She told me there was this class-action suit in  
12 regards to the LCDs, and she said that since I own one,  
13 that I might be interested in finding out what it's  
14 about and all. She told me a few things about it, and I  
15 have found out through her.

16 Q. Well, what did she tell you about the LCD  
17 settlements?

18 A. Well, she told me that there was the  
19 class-action suit in regards to -- something about, I  
20 think -- we were being overcharged for our TVs.

21 Q. Anything else she told you?

22 A. She went through a few things. That I should  
23 look into it, and maybe I should get involved in that  
24 since I had this TV. You know, I would be a candidate  
25 for that, and I could, you know, talk to an attorney



1 and, you know, find out the details. Actually, I could  
2 talk to her -- George and see if it would be something I  
3 would be interested in and if I could get some  
4 information and see if he would be interested, and I  
5 could talk to him.

6 Q. You mentioned George and gestured towards your  
7 right. You're referring to George Cochran?

8 A. George Cochran, yes.

9 Q. Besides talking to Ms. Cochran, what else did  
10 you do to inform yourself about the LCD settlements?

11 A. I don't know what you mean, what else I did.

12 Q. You said you had a conversation with Barbara  
13 Cochran?

14 A. Yes.

15 Q. And that's how you found out about the LCD  
16 settlements?

17 A. Yes.

18 Q. Did you do any additional follow-up to learn  
19 more information?

20 A. No. I called George.

21 Q. Okay. So you spoke with Barbara Cochran and  
22 then called George Cochran?

23 A. Yes.

24 Q. Okay. And what is your relationship with  
25 Ms. Cochran? Is she a social --

1           A. We're friends. We've worked together for quite  
2 a few years in the past.

3           Q. How long, approximately, have you known her?

4           A. Late '70s, somewhere around there.

5           Q. You mentioned that you both worked together?

6           A. Yes.

7           Q. Where did you work together?

8           A. Carpenters Trust Fund in Los Angeles.

9           Q. Is that where you first met Ms. Cochran?

10          A. Yes.

11          Q. Did you do any other research besides speaking  
12 with Ms. Cochran and then your lawyer, George Cochran,  
13 to inform yourself about the LCD settlements?

14          A. Are you talking about research on my own?

15          Q. I'm talking about when you first learned about  
16 the LCD settlements from Barbara Cochran, did you do  
17 anything else other than speaking with Barbara Cochran  
18 and then speaking with your lawyer, George Cochran, to  
19 inform yourself about the LCD settlements?

20          A. I'm not sure how to answer that.

21               MR. COCHRAN: Do you understand what he's  
22 asking you?

23               THE WITNESS: I don't understand.

24               MR. COCHRAN: You need to tell him that if you  
25 don't.

1 THE WITNESS: I don't understand what you mean  
2 by that.

3 BY MR. CLAYTON:

4 Q. Other than talking -- you testified that you  
5 spoke with Barbara Cochran, and that is how you first  
6 learned about the LCD settlements; is that correct?

7 A. Yes.

8 Q. And you testified your next step was then to  
9 speak with your lawyer, George Cochran; is that correct?

10 A. Yes.

11 Q. So you did not do anything else to learn more  
12 about the LCD settlements other than speaking with  
13 Barbara Cochran and then speaking with your lawyer,  
14 George Cochran; is that correct?

15 A. I don't remember.

16 Q. You don't remember. Okay. What caused you to  
17 object to this LCD settlement?

18 A. Well, I object to it because I know that I had  
19 paid too much for the TV, and I knew there were damages  
20 that I was entitled to. So that's why I object.

21 Q. What was your goal in objecting to the LCD  
22 settlements?

23 A. I was charged too much for the TV, and I was  
24 damaged by that, so I wanted to get paid for the  
25 damages.

1 A. Yes.

2 Q. Does that arrow point to the line that says  
3 12-24-2006, sale, Maxent 42-inch HD plasma monitor?

4 A. Yes.

5 Q. And that is the monitor -- or we've also  
6 referred to it as a television -- that you are basing  
7 your claim in this case on; is that correct?

8 A. Yes.

9 Q. Do you understand -- I'm sorry. Strike that.  
10 Why do you believe this purchase makes you a  
11 member of an LCD class?

12 A. Because this is what I purchased and paid for.

13 Q. Do you have any understanding of any  
14 requirements to be involved in this case? Purchase  
15 requirements specifically.

16 A. I'm not sure I know what you mean.

17 Q. Do you know you have to have bought a certain  
18 kind of product in order to be eligible to participate  
19 in these class settlements?

20 A. Yes.

21 Q. What is your understanding of that eligibility  
22 requirement?

23 A. That I am the purchaser of this particular TV.

24 Q. And it's your understanding that purchasing  
25 this particular TV is what makes you a member of the LCD

1 BY MR. CLAYTON:

2 Q. I have to ask you this one more time, so I  
3 apologize. Have you ever been -- excuse me. Have you  
4 ever gone online to find out more information about the  
5 settlements or to submit a claim?

6 A. I don't remember that.

7 Q. I wanted to go back to something we discussed  
8 earlier. We can set that exhibit aside for now.

9 A. Okay.

10 Q. You stated earlier that you are objecting in  
11 order to receive money for overpayment on the --  
12 overcharge on the Best Buy television; is that correct?

13 A. Yes.

14 Q. Do you understand -- do you have an  
15 understanding -- I'm sorry. Strike that.

16 Do you know you can receive money for the  
17 overcharge on an LCD television without objecting?

18 A. I can't answer that either.

19 Q. Do you understand that you filed a claim in  
20 this case based on the Best Buy television?

21 A. This Maxent TV, yes.

22 Q. And you are expecting to receive money on the  
23 basis of that purchase; is that correct?

24 A. Yes.

25 Q. Do you understand that you can receive money

1 just by filing that claim?

2 A. I don't recall hearing that, so I don't really  
3 know.

4 Q. If I told you you can receive money just by  
5 filing this online claim but without filing an  
6 objection, would you still seek to object in this case?

7 A. You know what? I'm not sure how to answer  
8 that.

9 Q. Well, what I'm really trying to get at is, do  
10 you believe you have to object -- and we can go back to  
11 the premarked exhibits, which are your objections -- in  
12 order to receive a payment for the Best Buy television?

13 A. I'm sorry. I don't mean to be -- but it's  
14 really confusing. All I know is I filed a claim. In  
15 talking with my attorney, that I could get money three  
16 times the amount for damages, and I went with it.  
17 That's what I felt was in my best interest, and I knew  
18 George would support me on this and guide me through  
19 this.

20 Q. But did you ever approach George and say the  
21 attorney's fees being requested by the class lawyers are  
22 too high?

23 A. I don't remember that.

24 Q. Do you recall ever bringing up the subject of  
25 how much are lawyers going to be paid in the LCD case?

# **EXHIBIT 6**

LUIS MARIO SANTANA  
TFT-LCD ANTI-TRUST LITIGATION

November 6, 2012

Page 1

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA  
CASE NO. 3:07-md-1827 SI, MDL. NO. 1827

IN RE: TFT-LCD (FLAT PANEL)  
ANTITRUST LITIGATION

-----/

DEPOSITION OF LUIS MARIO SANTANA  
Taken by Counsel for Defendant  
(Pages 1 - 133)  
Tuesday, November 6, 2012  
3:14 p.m. - 5:07 p.m.

at

Hyatt Regency  
Orlando International Airport  
9300 Jeff Fuqua Boulevard  
Orlando, Florida 32827

Reported By:  
Richard Castillo  
Certified LiveNote Reporter  
Notary Public, State of Florida  
Esquire Deposition Solutions  
Orlando Office Job No. 328199  
Phone - (407)426-7676



1 A He's a friend. Yeah, definitely.

2 Q And just so I understand, he's giving you  
3 advice in addition to Mr. Bandas?

4 A Yes.

5 Q And when -- when did you retain  
6 Mr. Santiago as co-counsel?

7 A Well, Mr. Santiago, I have known for quite  
8 a long time. He's given me advice and represented  
9 me in several matters. So, the exact time when we  
10 started talking about it, I'm -- you know, I want to  
11 say, six months ago, give or take. I don't remember  
12 the exact date.

13 Q Was it before or after you filed your  
14 objection --

15 A It was definitely before.

16 Q Let me finish the question -- on April 13,  
17 2012?

18 A It was before.

19 Q Okay. And prior to filing your objection  
20 on April 13, 2012, had you been in touch with  
21 Mr. Bandas?

22 (Pause.)

23 A Yeah. I'm going to say ... we may have  
24 spoken.

25 Q When is the first time you spoke to

1 Mr. Bandas about this case?

2 A Gosh. I don't remember, I'll be honest  
3 with you.

4 Q Okay. Is it sometime this year in 2012?

5 A Yes. Yes.

6 Q And how was your initial communication?  
7 In person, by phone, by e-mail?

8 A Yeah. I want to say -- I want to say it  
9 was by phone, but I'm not 100 percent sure. It  
10 might have been by e-mail. We communicated both  
11 ways.

12 Q You live in Miami, correct?

13 A Yes.

14 Q You've never lived in Texas.

15 A No.

16 Q Mr. Bandas's office is in Corpus Christi,  
17 Texas, correct?

18 A Correct.

19 Q It's kind of far from Miami?

20 A That's right.

21 Q Right. Not a short drive?

22 A No, not a short drive.

23 Q How did you come to come into contact with  
24 Mr. Bandas?

25 A Through Stephen Santiago.

1 Q And if you could explain that to me  
2 briefly, please.

3 A Okay. One day me and Stephen Santiago  
4 were speaking, and he ... you know, we talked about  
5 the case. He let me know about the case and, you  
6 know, we figured that I meet the class, and he  
7 introduced me to Mr. Bandas.

8 Q Okay. And did you meet with Mr. Bandas in  
9 person?

10 A No.

11 Q Okay.

12 A Never.

13 Q It was by phone?

14 A Phone or e-mail.

15 Q All right. And is -- is the first time  
16 you heard about the LCD case when Mr. Santiago  
17 brought it to your attention?

18 A Yes.

19 Q And when was that, approximately?

20 A Like I said, you know, maybe six months  
21 ago, maybe a little bit more. I don't remember  
22 exactly.

23 Q All right. And when you initially spoke  
24 to Mr. Bandas, was it your thought at the time that  
25 you would object to the settlement?

1 with on your own; is that correct?

2 A No, it was all part of the conversation  
3 and what do we do.

4 Q When you went to the website, you looked  
5 at it on a computer at your home?

6 A Um-hum.

7 Q Is that correct?

8 A Yes. I believe so. Yeah.

9 Q And, at the time, when did you do that?

10 A I don't remember exactly.

11 Q How soon before you objected?

12 A I don't remember, you know.

13 Q Why did you object?

14 A Because I looked at it. I didn't think it  
15 was ... you know, first of all, I thought it was  
16 part of the class, and I didn't think it was fair.

17 Q What don't you think is fair about the  
18 settlement?

19 A Several things. You know, from, you know,  
20 the money the lawyers are retaining to ... you know,  
21 the vagueness of how everything's going to be  
22 distributed and who's part of the class and who  
23 isn't, and how much you-all retain.

24 Q At the time, did you -- when you filed  
25 your objection, did you contact any of the lawyers

1                   Okay. Did you keep the records of your  
2 credit card purchases --

3                   A     No, I did not.

4                   Q     -- regarding the LCD products?

5                   A     Did not.

6                   Q     Okay. All right.

7                                 So let's take a look at Exhibit Two, sir.

8                   A     Okay.

9                   Q     This is dated April 13, 2012. And is this  
10 something you filed with the court in California?

11                   A     Yes.

12                   Q     And who prepared the objection?

13                   A     Chris did. Chris Bandas.

14                   Q     His office; is that correct?

15                   A     From him personally, his office, I'm not  
16 sure.

17                   Q     All right. You didn't prepare any of it,  
18 correct?

19                   A     No, I did not.

20                   Q     And you have no legal training; is that  
21 correct?

22                   A     None whatsoever.

23                   Q     All right. Briefly, your educational  
24 experience?

25                   A     Some high -- high school. Some college.

1 And I have, you know ... two certifications, I'm an  
2 appraiser, real estate appraiser. And I'm a  
3 firefighter, so those are all vocational degrees, I  
4 guess.

5 Q Okay. What do you do for a living?

6 A Right now, I'm a firefighter.

7 Q And how long have you done that, sir?

8 A Just a little under a year. I've been  
9 working at it.

10 Q And before that?

11 A Before that, I was a real estate  
12 appraiser.

13 Q For what period of time?

14 A Became a real estate appraiser, I want to  
15 say I started in end of 2004, up till about ...  
16 well, I guess my license expired in 2010, and I'm  
17 still trying to get it current. Some education I  
18 got to do and stuff.

19 Q Okay. Now, Mr. Bandas prepared Exhibit  
20 Two, correct?

21 A Correct.

22 Q Did you review it before you filed it with  
23 the court?

24 A Yes.

25 Q And did you make any changes to it?

1 A No.

2 Q Okay. Did you file it, or did his office  
3 file it?

4 A His office did it.

5 Q All right. Do you know why his name --  
6 now, at the time, was he representing you as your  
7 lawyer?

8 A Yeah, I guess he was.

9 Q You were relying on him for legal advice  
10 and counsel --

11 A Correct.

12 Q -- in this matter, correct?

13 A Correct.

14 Q Did it strike you as odd that if he's  
15 acting as your lawyer about this objection, that  
16 he's having you file it with the court and not just  
17 filing it himself?

18 A I don't --

19 MR. BANDAS: Hold on before you answer.  
20 I'm going to object because there is an  
21 argumentative tone in that.

22 And, number two, in answering his  
23 question, don't rely on anything we've  
24 discussed in speaking to his comment about  
25 oddness or not oddness, because it was vague

1 read this, that no money was going to be distributed  
2 yet, 'cause the litigation was ongoing?

3 A Okay.

4 Q Did you understand that?

5 A Yes.

6 Q Okay. And did you know that the  
7 settlement also provided injunctive relief? Do you  
8 have any problem with that?

9 A Not sure what that is.

10 Q Okay. But are you protesting that? Do  
11 you think that's a bad thing?

12 MR. BANDAS: Counsel, he can't answer the  
13 question if he doesn't know what injunctive  
14 relief does.

15 MR. STEYER: I would agree with that, but  
16 I'm still entitled to ask, and he still may  
17 have a view.

18 THE WITNESS: Okay. I can't answer it,  
19 because I don't know what it means.

20 BY MR. STEYER:

21 Q Okay. Did you ask anyone about that?

22 (Pause.)

23 A No.

24 Q All right. Now -- and then, if you'll  
25 take a look at ... Exhibit Three to your deposition,



1           sir. You can put that back in the stack. And this  
2           is a Notice of Appeal filed with the court  
3           August 10, 2012; is that correct, sir?

4           A       Correct.

5           Q       And ... who prepared this for you?

6           A       My attorney.

7           Q       Mr. Bandas?

8           A       Yes, sir.

9           Q       Okay. And did you understand, at that  
10          time, that the Court had rejected your objection?

11          A       Yes.

12          Q       And did you read the order that the Court  
13          prepared?

14          A       No, I did not.

15          Q       Okay. So you don't know what's in there,  
16          do you?

17          A       No.

18          Q       And ... what is your understanding, 'cause  
19          it's now August, why is it that if Mr. Bandas is  
20          representing you in this case as an objector, why is  
21          it that his name isn't appearing on the Notice of  
22          Appeal?

23                   MR. BANDAS: Don't answer that question  
24                   because it requires you to reveal what you and  
25                   I discussed about our communications and our

1 probably served a subpoena notice, which you  
2 didn't, so --

3 MR. STEYER: Yeah. I understand that, the  
4 position, but I'm -- because we're not going to  
5 go into all that. That's why I'm just  
6 saying --

7 MR. BANDAS: Fair enough. You're just  
8 keeping me on my toes, which is your job, so  
9 I'm being overly cautious.

10 BY MR. STEYER:

11 Q So, you could answer that.

12 A Can you repeat the question?

13 Q Yeah.

14 A Just --

15 Q Is it -- is it correct you did not appear  
16 at the deposition on advice of your counsel,  
17 Mr. Bandas?

18 A I mean, on his advice? It was -- I guess  
19 it was fruitfully discussed.

20 Q But you relied on the legal advice?

21 A Oh, definitely. For everything I've done  
22 on this case, I have relied on his legal advice.

23 Q Okay. That's all we needed to do.

24 Now --

25 MR. STEYER: You can put that down, sir.

# **EXHIBIT 7**

IRA CONNOR ERWIN  
TFT-LCD ANTI-TRUST LITIGATION

November 6, 2012

Page 1

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA  
CASE NO. 3:07-md-1827 SI, MDL. NO. 1827

IN RE: TFT-LCD (FLAT PANEL)  
ANTITRUST LITIGATION

-----/

DEPOSITION OF IRA CONNOR ERWIN  
Taken by Counsel for Defendant  
(Pages 1 - 112)  
Tuesday, November 6, 2012  
5:23 p.m. - 6:54 p.m.

at

Hyatt Regency  
Orlando International Airport  
9300 Jeff Fuqua Boulevard  
Orlando, Florida 32827

Reported By:  
Richard Castillo  
Certified LiveNote Reporter  
Notary Public, State of Florida  
Esquire Deposition Solutions  
Orlando Office Job No. 328199  
Phone - (407)426-7676

1 Q And your address there, please?

2 A 408 Harbor Drive South, Indian Rocks  
3 Beach, 33785.

4 Q And how long have you lived there for?

5 A Four years.

6 Q Has Mr. Bandas represented you in any  
7 other matters?

8 A No, sir.

9 Q And how did you come about becoming aware  
10 of Mr. Bandas?

11 A I'm friends with Mr. Rest that was in here  
12 previously today. And Mr. Rest, you know, made me  
13 aware of the class and what was going on with it.  
14 And ... you know, basically pointed me in the  
15 direction of a website. I read about the class on  
16 that website, realized that I was a part of the  
17 class, and then at that point contacted Mr. Bandas.

18 Q And what was your purpose in contacting  
19 Mr. Bandas?

20 A I was a part of the class.

21 Q When you called him, was it your intent to  
22 object to the settlement?

23 A I don't know. I didn't really have an  
24 intent. I just knew I was part of the class at that  
25 time.

1 (Exhibit No. 2 marked for identification.)

2 MR. BANDAS: This is a --

3 MR. STEYER: This is a new one.

4 THE WITNESS: I got you.

5 BY MR. STEYER:

6 Q Some of the stuff we're reusing, but this  
7 is your specific --

8 A I get it.

9 MR. BANDAS: Okay. This is objection part  
10 one. Exhibit Two, Erwin.

11 MR. STEYER: Okay.

12 BY MR. STEYER:

13 Q Okay. Have you seen this before?

14 A Yeah, yes, sir.

15 Q Okay. And ... did you prepare this?

16 A No, sir, I did not.

17 Q Who prepared it?

18 A My attorney.

19 Q Mr. Bandas?

20 A Yes, sir.

21 Q Did you make any changes to it?

22 A No, sir, I did not.

23 Q So he prepared it, e-mailed it to you.  
24 You printed it. Is that what -- and signed it?

25 A Yes, sir, that's correct.

1 Q And then did you send it back to him?

2 A Yes, I did.

3 Q And did Mr. Bandas file it with the court?

4 A Yes, sir.

5 Q Because I take it you weren't familiar  
6 with the Court's electronic filing system; is that  
7 correct?

8 A No clue.

9 Q Okay. And at the time that you filed the  
10 objection on April 13, 2012, what is your  
11 understanding as to why -- well, let me rephrase it.

12 At that point, had you retained Mr. Bandas  
13 to be your lawyer in this matter.

14 A Yes, sir.

15 Q And did you have any written fee agreement  
16 with him at the time?

17 A No, sir.

18 Q Did you have an oral agreement?

19 A No, sir, I did not.

20 Q What was your understanding of the terms  
21 of his engagement?

22 A I honestly didn't know.

23 Q Did you ask?

24 A No, sir.

25 Q So what was your understanding of -- were

1 MR. STEYER: Look, the fact of the matter  
2 is, he doesn't know anything. So why don't I  
3 just stipulate to that and save time. You want  
4 to stipulate on the record that he knows  
5 nothing about the cases?

6 MR. BANDAS: We will stipulate that all he  
7 knows comes from communication with clients  
8 or -- I'm sorry, with his attorneys. It's on  
9 file with the court. Stipulation made on that  
10 basis. Are we done with the depo now, with  
11 your offer?

12 MR. STEYER: No, we're not.

13 MR. BANDAS: So once again, that was a  
14 false offer?

15 MR. STEYER: No, it's not a false offer.  
16 I didn't say it was going to end the  
17 deposition.

18 MR. BANDAS: Oh, okay. So you didn't mean  
19 what you just said. But go ahead.

20 MR. STEYER: All right. Let's continue.  
21 Could I have my last question back.

22 (Discussion held off the record.)

23 THE COURT REPORTER: Question: "Okay.  
24 Just the fees. Nothing in the settlement  
25 itself; is that correct, sir?"



1 Q What does it say?

2 MR. BANDAS: You're really asking --

3 THE WITNESS: I don't know what the title  
4 is.

5 MR. BANDAS: Here. Look, it says "Order  
6 granting final approval of combined class."

7 THE WITNESS: Right.

8 MR. BANDAS: You see that?

9 THE WITNESS: I do that -- I see it now  
10 that you're pointing it out to me, but I have  
11 an attorney. It's his job to understand this  
12 document. It's not my job. I don't know that  
13 this is a title and -- you know.

14 MR. BANDAS: In the interest of the  
15 process, just answer his question. He just  
16 asked you to read a sentence. So read it to  
17 him, 'cause that's what he wants.

18 MR. STEYER: No, I got that.

19 BY MR. STEYER:

20 Q Who prepared the Notice of Appeal?

21 A My attorney.

22 Q Okay. And do you know why his name  
23 doesn't appear on the filing with the court?

24 MR. BANDAS: Do not answer that question  
25 because ... you can't answer it without

1 revealing attorney-client communication.

2 BY MR. STEYER:

3 Q Well, do you know? You could just answer  
4 that yes or no.

5 A I -- again, all conversations I've had  
6 with Mr. Bandas.

7 Q Okay. I understand that. I'm not asking  
8 what you discussed with him. Do you have -- I just  
9 need to know, do you have an understanding as to why  
10 you are the one who signed it, and not your lawyer?  
11 Just yes or no.

12 A No. It's for me. I'm part of the class.  
13 He's not part the class so .... that's to me why.

14 Q But you understood when -- the Notice of  
15 Appeal, that he was your lawyer, right?

16 A Correct.

17 Q Did it strike you as odd that he was your  
18 lawyer, but he wasn't signing the court documents on  
19 your behalf?

20 MR. BANDAS: Objection.

21 THE WITNESS: No.

22 MR. BANDAS: And that's argumentative.

23 Give me a second when he finishes a question.

24 THE WITNESS: Sure.

25 MR. BANDAS: He's going keeping us on our

1 MR. BANDAS: No, no, I'm sorry, the  
2 question was actually different. Do you have a  
3 philosophical problem -- it was a broader  
4 philosophy question, so ....

5 MR. STEYER: Let me rephrase it.

6 THE WITNESS: Okay. That's why --

7 MR. STEYER: No, let me rephrase it.

8 BY MR. STEYER:

9 Q If you look -- I'm asking you if you have  
10 any problem with the lawyers in this case being  
11 reimbursed for the seven and a half plus million  
12 dollars that they spent for outside third-party  
13 services that have been documented and provided to  
14 the court.

15 A It seems excessive to me.

16 Q And why do you say that?

17 A That's just my opinion.

18 Q And -- but when you say it's excessive,  
19 how would you know that if you don't know about the  
20 underlying litigation?

21 (Pause.)

22 A How do you know ... what shirt to put on  
23 in the morning? You have a feeling about it. This  
24 feels like too much to me.

25 Q And why do you say that?

# **EXHIBIT 8**

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UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MISSOURI

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IN RE TFT-LCD )  
(FLAT PANEL) )  
ANTITRUST LITIGATION ) 3:07-md-1827 SI, MDL NO. 1827

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DEPOSITION OF MARK SCHULTE  
TAKEN BY THOMAS A. DOYLE, ESQ.  
OCTOBER 30, 2012

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REPORTED BY CINDY J. TAYLOR, CCR, CSR, RPR  
CCR NO. 552  
CSR NO. 084.003874

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1 Q. Who do you know of?

2 A. I think -- I think Toshiba, Sharp  
3 Samsung, a number of sort of Chinese companies, a  
4 Panasonic company. I'm sorry, there is more I know,  
5 but as I understand it there's a whole bunch of flat  
6 screen manufacturers and distributors and it looked  
7 like most of them are manufactured in Asia, but I'm  
8 not certain.

9 Q. Do you know which ones of those are  
10 part of the settlement that's up for the hearing on  
11 November 29th?

12 A. I wouldn't be precise about that no,  
13 sir.

14 Q. Have you ever worked on an antitrust  
15 case?

16 A. Not yet.

17 Q. Have you formed an opinion that you can  
18 share with us today about the risk that was involved  
19 in this case at the beginning of the case.

20 MR. KRESS: Objection; you're asking  
21 him to speculate. It's vague and ambiguous, and I  
22 believe that that exceeds the scope of the Special  
23 Master's order.

24 I'm going to instruct you not to  
25 answer. Well, actually, let me -- strike that

1 provision. If you can answer, go on ahead.

2 A. I would imagine that what the lawyers  
3 who unearthed this had to go through with was a  
4 tremendous amount of good work.

5 Q. (By Mr. Doyle) Do you have a view about  
6 the skill of class counsel in this case.

7 MR. KRESS: I'm going to object. That  
8 one I'm going to object and instruct you not to  
9 answer. Exceeds the scope of the Special Master's  
10 order.

11 Q. (By Mr. Doyle) do you have a view about  
12 the difficulty of the issues that were involved on the  
13 merits of this case.

14 MR. KRESS: I'm also going to lodge the  
15 same objection, and also that you're asking for  
16 opinion testimony. He's not an expert. Instruct the  
17 witness not to answer.

18 Q. (By Mr. Doyle) Do you have a view about  
19 the amount of time that was required to work on this  
20 case.

21 MR. KRESS: Objection; calls for  
22 speculation. And also exceeds the scope of the  
23 Special Master's order.

24 Q. (By Mr. Doyle) Go ahead and answer.

25 MR. KRESS: No. I'm instructing him

1 not to answer.

2 MR. DOYLE: Oh, you're instructing him  
3 not to answer.

4 Q. (By Mr. Doyle) Do you know whether you  
5 have a better sense of these issues than the Court  
6 does who has overseen this case for several years.

7 MR. KRESS: Objection; calls for  
8 speculation. It's vague and ambiguous. And I don't  
9 believe the question is proper under the rules in that  
10 seeks your beliefs and not facts. I'm going to  
11 instruct you not to answer. And it also exceeds the  
12 scope of the Special Master's orders.

13 Q. (By Mr. Doyle) Let me ask you about the  
14 request for attorneys' fees in this case. Do you have  
15 an objection on the percentage method that has been  
16 requested, sir.

17 MR. KRESS: Objection as you're asking  
18 him to formulate a legal conclusion.

19 But based on that, if you understand  
20 his question, you may go ahead and answer. Again, as  
21 Mr. Doyle is already aware that already put into the  
22 three objections that you have before.

23 A. Would you repeat it?

24 Q. Sure. Do you have a view about the  
25 percentage requested in the attorneys' fee request?



1 MR. KRESS: Same objection.

2 A. I believe that when the numbers get  
3 stratospheric that a percentage is no longer  
4 appropriate without other boundaries on these things.

5 Q. (By Mr. Doyle) What is the correct  
6 percentage, if a percentage is used to award fees in  
7 this case from your point of view, sir.

8 MR. KRESS: Objection; calls for  
9 speculation ask him to formate a legal conclusion.  
10 Subject to that, you can answer if you know.

11 A. I suppose if I were king of the world  
12 and got to make these decisions that a percentage  
13 would be appropriate if it would tailor off after a  
14 while, or if at the upper end some other good things  
15 would happen to this great treasure that is being  
16 shifted around.

17 Q. Do you have a view on a specific number  
18 that would be the right percentage for this case.

19 MR. KRESS: Objection; calls for  
20 speculation.

21 A. Not as I'm sitting here --

22 MR. KRESS: -- legal conclusion. You  
23 got to wait until I'm finished with my objection.

24 THE WITNESS: Oh, I'm sorry.

25 MR. KRESS: Legal conclusion and also

# **EXHIBIT 9**

MARY MATHIS  
IN RE TFT-LCD (FLAT PANEL)

November 12, 2012

UNITED STATES DISTRICT COURT  
FOR THE  
SOUTHERN DISTRICT OF FLORIDA

Civil Action No. 3:07-md-1827 SI, MDL No. 1827

-----  
IN RE TFT-LCD (FLAT PANEL)  
ANTITRUST LITIGATION  
-----

DEPOSITION OF

MARY MATHIS

TAKEN ON BEHALF OF THE CLASS

Monday, November 12th, 2012  
1:20 p.m. - 3:10 p.m.

1640 Town Center Circle, Suite 216  
Weston, FL

SARA CONWAY, RPR

1           A.    That indirect purchasers are best represented  
2           by counsel under these circumstances.

3           Q.    Do you have an understanding as to whether  
4           counsel for indirect purchasers face much higher  
5           burdens in general than do direct purchasers - counsel  
6           for direct purchasers in pursuing their case?

7           A.    I can understand that based on what you've  
8           said today.

9           Q.    Okay. Did you know that the defendants  
10           consistently maintained that the indirect purchasers  
11           couldn't prove that the consumers were actually harmed  
12           by what they did throughout the litigation and hired  
13           lots of experts that said that?

14           A.    I'm sure that that is the nature of  
15           litigation.

16           Q.    Now, you understand that the nature of  
17           litigation is risky. You understand that there's a lot  
18           of work that had to be done. You understand that  
19           people - each of the attorneys at 115 firms had to  
20           submit sworn declarations for the work done by hundreds  
21           of attorneys and many, many attorney hours. I've told  
22           you that the special master looked into all this  
23           already, and the court is going to look into this.  
24           Explain to me the factual basis on which your  
25           statements that the fees are excessive is made?

1           A.    My understanding is that the court will look  
2           at what can be fair and justly considered - what can be  
3           considered fair and just fees but - and I understand  
4           that lawyers have billable hours and rates according to  
5           that, but in light of the size of this settlement, the  
6           percentage that is asked for I think is excessive.

7           Q.    What's the basis for that?

8           A.    It's my opinion.

9           Q.    Okay.  So as long as there's a determination  
10          made that in light of the various factors that are  
11          generally used to evaluate attorneys' fees that this  
12          fee is a fair - that the fees sought by counsel are  
13          fair and reasonable, you would be satisfied?

14          A.    I would want to hear the judiciary ruling.

15          Q.    If the judge rules on this and determines  
16          what a fair and reasonable fee is, what would be your  
17          basis for disagreeing with the Federal District Judge?

18          A.    I would just -- I didn't say that I would  
19          disagree.  I said I would want to hear the ruling.

20          Q.    Okay.  So you are aware that a Federal  
21          District Judge will be reviewing all this?

22          A.    Absolutely.

23          Q.    And you're aware that the Federal District  
24          Judge generally stands in a fiduciary capacity to the  
25          class?

# **EXHIBIT 10**

ALEXANDER MARTINEZ  
TFT-LCD ANTI-TRUST LITIGATION

November 5, 2012

UNITED STATES DISTRICT COURT  
FOR THE  
SOUTHERN DISTRICT OF FLORIDA

Civil Action No. 3:07-md-1827 SI, MDL No. 1827

(If the action is pending in another district,  
state where: Northern District of California)

-----  
IN RE TFT-LCD (FLAT PANEL)  
ANTITRUST LITIGATION  
-----

DEPOSITION OF

ALEXANDER MARTINEZ

TAKEN ON BEHALF OF THE CLASS

Monday, November 5th, 2012  
3:40 p.m. - 5:00 p.m.

1640 Town Center Circle, Suite 216  
Weston, FL

SARA CONWAY, RPR

ESQUIRE SOLUTIONS

800.211.DEPO (3376)  
EsquireSolutions.com

1 dollars, or I'm sorry, no, it was 1.082 billion.

2 Q. That's the amount that was paid to the class;  
3 is that your understanding?

4 MR. TORRES: Object to the form.

5 Q. Is that your understanding of what is being  
6 paid in settlement to the class in the LCD litigation?

7 A. That's my understanding.

8 Q. Do you understand what a settlement class is?

9 A. No.

10 Q. Okay. You made a claim for compensation.  
11 What would entitle you to make that claim for  
12 compensation?

13 MR. TORRES: Object to the form. You can  
14 answer.

15 A. I have products that are faulty, and I  
16 believe I am entitled to some compensation for that.

17 Q. Okay. Do you know -- Do you have an  
18 understanding as to whether the claim -- Do you know  
19 what an indirect purchaser is?

20 A. No.

21 Q. Well, you objected to a settlement negotiated  
22 on behalf of indirect purchasers of TFT-LCD panels. So  
23 do you understand whether you're an indirect purchaser?

24 A. I have a -- I have some knowledge of what  
25 that can be. However, I may be incorrect.



1 Q. What is your understanding of the meaning of  
2 indirect purchaser? You said you had some knowledge.  
3 What's your understanding?

4 A. I did not purchase the product directly from  
5 the manufacturer. I purchased it from a third party.

6 Q. Okay. Do you have an understanding of  
7 whether the In Re TFT-LCD Flat Panel Antitrust  
8 Litigation involved claims of price fixing?

9 A. No.

10 Q. Do you know the names of any of the law firms  
11 that represented the plaintiffs in the litigation?

12 A. Except for my own counsel, no, I do not.

13 Q. Okay. Do you know approximately, do you have  
14 any idea the number of attorneys that represented the  
15 plaintiffs in this litigation?

16 A. No.

17 Q. I take it you don't know anything about the  
18 skills of the attorneys who represented the class?

19 A. Unfortunately not.

20 Q. Do you know anything about the counsel  
21 representing the defendants in this litigation?

22 A. My attorney is the only --

23 Q. So you relied upon your attorney to give you  
24 advice as to those matters?

25 A. Correct.

# **EXHIBIT 11**

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UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MISSOURI

IN RE TFT-LCD )  
(FLAT PANEL) )  
ANTITRUST LITIGATION ) 3:07-md-1827 SI, MDL NO. 1827

DEPOSITION OF KELLY KRESS  
TAKEN BY THOMAS A. DOYLE, ESQ.  
OCTOBER 30, 2012

REPORTED BY CINDY J. TAYLOR, CCR, CSR, RPR  
CCR NO. 552  
CSR NO. 084.003874

1 MR. KRESS: Well, I'm going to object  
2 as to --

3 A. I believe -- well --

4 MR. KRESS: -- there's been several  
5 approvals and matters not approved. I think you have  
6 to fine tune the question and be more specific, Mr.  
7 Doyle.

8 A. I would certainly hope that if it's not  
9 that you wouldn't have me sitting here.

10 Q. (By Mr. Doyle) Is it your understanding  
11 that there is a fairness hearing still to come in this  
12 case; is that right?

13 A. I do believe so.

14 Q. Do you know who the defendants are that  
15 are the subject of the settlement for -- that is up  
16 for approval at the November 29th fairness hearing?

17 A. No, I do not.

18 Q. Do you have views about the risk that  
19 was involved for the plaintiff's lawyer when they  
20 undertook this case?

21 MR. KRESS: Objection; calls for  
22 speculation. It's also assuming facts not in  
23 evidence. Exceeds the scope of the Special Master's  
24 order and I'm going to instruct the witness not to  
25 answer that question.

1 Q. (By Mr. Doyle) Do you have views about  
2 the skill of class counsel?

3 MR. KRESS: Same objection.

4 Q. (By Mr. Doyle) Go ahead and answer.

5 MR. KRESS: No. Same objection and I'm  
6 instructing you not to answer.

7 Q. (By Mr. Doyle) All right. Do you have  
8 views about the difficulty of the issues that were  
9 involved on the merits of this case?

10 MR. KRESS: Same objection; I'm  
11 instructing the witness not to answer.

12 Q. (By Mr. Doyle) Do you have views about  
13 the amount of work that was required for this case.

14 MR. KRESS: Same objection; instruct  
15 the witness not to answer.

16 Q. (By Mr. Doyle) Do you have some special  
17 knowledge about any of those issues to offer the  
18 Court.

19 MR. KRESS: Same objection. Instruct  
20 the witness not to answer, and also adding that you're  
21 treating her as an expert witness, and she's not been  
22 designated as such or offered up as such.

23 Q. (By Mr. Doyle) Is it your understanding  
24 that one of the way the lawyers have asked to be paid  
25 is under the percentage method for attorneys' fees; is

# EXHIBIT 12

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA - SAN FRANCISCO DIVISION  
  
IN RE TFT-LCD (FLAT PANEL)                   CASE NO. M:07-1827-SI  
ANTITRUST LITIGATION,

~~~~~

This Document Relates to:
All Indirect-Purchaser
Class Actions

~~~~~

REPORTER'S TRANSCRIPT OF PROCEEDINGS  
RE NONAPPEARANCE OF  
ALISON PAUL

November 5, 2012  
10:19 a.m.

707 Broadway  
Suite 1000  
San Diego, California

Anne F. Bello, CSR No. 13318

1 APPEARANCES OF COUNSEL

2  
3 For Indirect-Purchaser Plaintiffs:

4 THE MOGIN LAW FIRM, P.C.  
5 MR. DANIEL J. MOGIN, ESQ.  
6 Suite 1000  
7 708 Broadway  
8 San Diego, California 92101  
9 (619) 687-6611  
10 (619) 687-6610 Fax  
11 dmogin@moginlaw.com  
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INDEX TO EXHIBITS

| Exhibit | Description                                                         | Marked |
|---------|---------------------------------------------------------------------|--------|
| 1       | Notice of Service of Subpoenas<br>and Renewed Notices of Deposition | 4      |

(Original exhibits have been attached to the  
original transcript.)

## 1 REPORTER'S TRANSCRIPT OF PROCEEDINGS

2 RE NONAPPEARANCE OF ALISON PAUL

3 NOVEMBER 5, 2012

4  
5 MR. MOGIN: This is Dan Mogin appearing on  
6 behalf of the Indirect-Purchaser Plaintiffs in the LCD  
7 Antitrust litigation matter, pending in the Northern  
8 District of California as MDL No. 1827. This is the  
9 time and place noticed for the deposition of objector  
10 Alison, A-l-i-s-o-n -- Paul, P-a-u-l.

11 Neither Ms. Paul nor her counsel,  
12 Darrell Palmer, has appeared for the deposition. This  
13 office has not received any communications from them  
14 regarding whether they would or would not attend the  
15 deposition, or late, or otherwise attempting to excuse  
16 their absence at the deposition, or attempting to  
17 reschedule.

18 I've asked the court reporter to place into the  
19 record as Exhibit 1 the Notice of Service of Subpoenas  
20 and Renewed Notices of Deposition in this matter, which  
21 was -- according to the Declaration of Service, it was  
22 served on Ms. Paul's counsel on October 24th, 2012.

23 (Exhibit 1 marked.)

24 It is a multi-paged document with a number of  
25 subpoenas and renewed notices of deposition attached.

1 In particular, however, the Notice of Deposition of  
2 Ms. Paul is attached as Exhibit G -- that's "G" as in  
3 George -- to the Notice of Service of Subpoenas and  
4 Renewed Notices of Deposition. Also attached as an  
5 exhibit to that notice is the Order of Special Master  
6 Magistrate Quinn -- Special Master Quinn compelling this  
7 deposition.

8 We'll further note for the record that we were  
9 fully prepared to take the deposition and expended  
10 numerous hours preparing. We have advised lead counsel  
11 of Ms. Paul's failure to appear.

12 A second deposition of another objector,  
13 represented by the same counsel, is scheduled for 1:30  
14 today; and we will adjourn the deposition until further  
15 notice -- the Paul deposition until further notice.

16 Reconvene again at 1:30.

17 (The proceedings concluded at 10:22 a.m.)  
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REPORTER'S CERTIFICATION

I, Anne F. Bello, a Certified Shorthand Reporter in and for the State of California, do hereby certify:

That the foregoing proceedings were reported by me stenographically and later transcribed into typewriting under my direction; that the foregoing is a true record of the proceedings taken at that time.

IN WITNESS WHEREOF, I have subscribed my name this 5th day of November, 2012.

---

Anne F. Bello, CSR No. 13318

# EXHIBIT 13

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA - SAN FRANCISCO DIVISION

IN RE TFT-LCD (FLAT PANEL)                    CASE NO. M:07-1827-SI  
ANTITRUST LITIGATION,

~~~~~

This Document Relates to:

All Indirect-Purchaser

Class Actions

~~~~~

REPORTER'S TRANSCRIPT OF PROCEEDINGS

RE NONAPPEARANCE OF

JOHNNY KESSEL

November 5, 2012

1:47 p.m.

707 Broadway  
Suite 1000  
San Diego, California

Anne F. Bello, CSR No. 13318

1 APPEARANCES OF COUNSEL

2  
3 For Indirect-Purchaser Plaintiffs:

4 THE MOGIN LAW FIRM, P.C.  
5 MR. DANIEL J. MOGIN, ESQ.  
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INDEX TO EXHIBITS

| Exhibit | Description                                                         | Marked |
|---------|---------------------------------------------------------------------|--------|
| 1       | Notice of Service of Subpoenas<br>and Renewed Notices of Deposition | 4      |

(Original exhibits have been attached to the  
original transcript.)



## 1 REPORTER'S TRANSCRIPT OF PROCEEDINGS

2 RE NONAPPEARANCE OF JOHNNY KESSEL

3 NOVEMBER 5, 2012

4  
5 MR. MOGIN: This is Dan Mogin from Mogin Law  
6 Firm, P.C., class counsel, appearing on behalf of the  
7 Indirect-Purchaser Plaintiffs in the LCD Antitrust  
8 litigation. This is the time and the place that has  
9 been noticed for the deposition of Johnny, J-o-h-n-n-y  
10 -- Kessel, K-e-s-s-e-l, an objector in the LCD case.

11 I will introduce into the record Exhibit 1, a  
12 copy of the Renewed Notice of Service of Subpoenas and  
13 Renewed Notice of Deposition; Exhibit E, there, too, is  
14 the Renewed Notice of Deposition of Objector,  
15 Johnny Kessel, including the Exhibit A -- Attachment A,  
16 which is the document request, as well as the order of  
17 Special Master Martin Quinn entered on  
18 October 19th, 2012, compelling this deposition to go  
19 forward.

20 (Exhibit 1 marked.)

21 I will note for the record that various  
22 attempts have been made to contact Mr. Kessel's attorney  
23 in this matter, Darrell Palmer, to confirm the  
24 deposition, to discuss the status of the deposition; and  
25 that those have not borne fruit. For that reason, we

1 prepared completely for the deposition of Mr. Kessel  
2 today, as we did for the deposition of his co-objector,  
3 Alison Paul, also represented by Mr. Palmer, who did not  
4 appear for her deposition in the same place at,  
5 10:00 o'clock this morning.

6 (The proceedings concluded at 1:49 p.m.)

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REPORTER'S CERTIFICATION

I, Anne F. Bello, a Certified Shorthand Reporter in and for the State of California, do hereby certify:

That the foregoing proceedings were reported by me stenographically and later transcribed into typewriting under my direction; that the foregoing is a true record of the proceedings taken at that time.

IN WITNESS WHEREOF, I have subscribed my name this 5th day of November, 2012.

---

Anne F. Bello, CSR No. 13318

# **EXHIBIT 14**

1 UNITED STATES DISTRICT COURT  
2 FOR THE  
3 EASTERN DISTRICT OF ARKANSAS

4

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IN RE TFT-LCD (FLAT PANEL)

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Case No: 3:07-md-1827 SI,MDL NO. 1827

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TELEPHONIC ORAL DEPOSITION

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OF

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LEVETA CHESSER

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(Taken November 2, 2012, 9:30 a.m.)

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APPEARANCES

ON BEHALF OF INDIRECT-PURCHASER PLAINTIFFS:

PATRICK CLAYTON, ESQUIRE  
ZELLE HOFMANN VOELBEL & MASON LLP  
44 MONTGOMERY STREET, SUITE 3400  
SAN FRANCISCO, CALIFORNIA 94104  
415.633.1942  
PCLAYTON@ZELLE.COM

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| 4 | CERTIFICATE OF REPORTER | 6    |

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| 10 | A Civil Action                             |      |
| 11 | 2 - Witness Fee Check                      | 5    |

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CAPTION

ANSWERS AND ORAL DEPOSITION OF LEVETA

CHESSER, a witness produced at the request of the Plaintiffs taken in the above-styled and numbered cause on the 2nd day of November, 2012, before Jo Ann Kramer, Arkansas Notary Public #12387666, at 9:30 a.m., at the offices of FLYNN LEGAL SERVICES, 124 West Capitol Avenue, Suite 885, Little Rock, Arkansas, pursuant to the agreement hereinafter set forth.

\* \* \* \* \*

STIPULATIONS

IT IS STIPULATED AND AGREED by and between the parties through their respective counsel that the oral deposition of LEVETA CHESSER may be taken for any and all purposes according to the Federal Rules of Civil Procedure.

\* \* \* \* \*



1 PROCEEDINGS

2

3 (Exhibit Nos. 1 and 2 marked).

4 MR. CLAYTON: This is the deposition  
5 of Leveta Chesser. My name is Patrick Clayton  
6 with Zelle Hofmann Voelbel & Mason, LLP, co-lead  
7 cross-counsel for the indirect purchaser plaintiff  
8 in this action.

9 The court reporter has marked as exhibits --  
10 or marked as Exhibit 1 the Subpoena to Testify at  
11 a Deposition in a Civil Action and has marked as  
12 Exhibit 2 a witness fee check in the amount of  
13 \$49.

14 Ms. Chesser has not appeared for this  
15 deposition noticed for today, November 2, 2012,  
16 beginning at 9:30 a.m. The time is now  
17 approximately 9:46 a.m. and Ms. Chesser has not  
18 appeared. I have waited approximately 16 minutes  
19 for Ms. Chesser to show up, but she has not.

20 And that's the end of it.

21 (The deposition adjourned at 9:47 a.m.)

22 \* \* \*

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1 CERTIFICATE

2

3 STATE OF ARKANSAS )

4 ) ss

5 COUNTY OF PULASKI )

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7 I, Jo Ann Kramer, Arkansas Notary Public  
8 #12387666, do hereby certify that the facts stated  
9 by me in the caption on the foregoing proceedings  
10 are true; and that the foregoing proceedings were  
11 reported verbatim through the use of a  
12 stenograph-machine method and thereafter  
13 transcribed by me, to the best of my ability,  
14 taken at the time and place set out on the caption  
15 hereto.

16

17 I FURTHER CERTIFY, that I am not a  
18 relative or employee of any attorney or employed  
19 by the parties hereto, nor financially interested  
20 or otherwise, in the outcome of this action, and  
21 that I have no contract with the parties,  
22 attorneys, or persons with an interest in the  
23 action that affects or has a substantial tendency  
24 to affect impartiality, that requires me to  
25 relinquish control of an original deposition

1 transcript or copies of the transcript before it  
2 is certified and delivered to the custodial  
3 attorney, or that requires me to provide any  
4 service not made available to all parties to the  
5 action.

6  
7 WITNESS MY HAND AND SEAL this 2nd day of  
8 November, 2012.

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15 Jo Ann Kramer  
16 Arkansas Notary Public #12387666  
17 Certified Shorthand Reporter  
18 Registered Professional Reporter  
19 AZCR No. 50388

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# **EXHIBIT 15**

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United States District Court  
For the Northern District of California

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

Kevin Embry,

NO. C 09-01808 JW

Plaintiff,

**ORDER GRANTING PLAINTIFF’S  
MOTION FOR RECONSIDERATION;  
REQUIRING APPELLATE BOND**

v.

ACER America Corp.,

Defendant.

Presently before the Court is Plaintiff’s Motion for Reconsideration.<sup>1</sup> Plaintiff previously asked the Court to require Objector Christopher Bandas (“Objector Bandas”), along with Objector Samuel Cannata (“Objector Cannata”), to post an appellate bond in order to appeal the class action settlement approved by the Court.<sup>2</sup> The Court granted Plaintiff’s Motion as to Objector Cannata, but denied it as moot as to Objector Bandas, because the latter’s appeal had already been dismissed by the Ninth Circuit for failure to pay fees.<sup>3</sup> On June 25, 2012, however, the Ninth Circuit reinstated Objector Bandas’ appeal following his payment of fees.<sup>4</sup> Accordingly, in light of the changed

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<sup>1</sup> (Plaintiff’s Motion for Reconsideration re Order Granting in Part Plaintiff’s Motion to Require Appellate Bond, hereafter, “Motion,” Docket Item No. 261.)

<sup>2</sup> (See Docket Item No. 232.)

<sup>3</sup> (Order Granting in part Plaintiff’s Motion to Require Appellate Bond, hereafter, “June 5 Order,” Docket Item No. 253.)

<sup>4</sup> (See Docket Item No. 259.)

1 factual circumstances, the Court granted Plaintiff leave to seek reconsideration of its June 5 Order.<sup>5</sup>  
 2 Plaintiff now asks the Court to impose an appellate bond on Objector Bandas similar to that already  
 3 imposed upon Objector Cannata. Based on the papers submitted to date, the Court GRANTS  
 4 Plaintiff's Motion.

5 "[T]he district court may require an appellant to file a bond or provide other security in any  
 6 form and amount necessary to ensure payment of costs on appeal." Azizian v. Federated Dep't  
 7 Stores, Inc., 499 F.3d 950, 954-55 (9th Cir. 2007) (citing Fed. R. App. P. 7). "[T]he purpose of [an  
 8 appellate bond] is to protect an appellee against the risk of nonpayment by an unsuccessful  
 9 appellant." Fleury v. Richemont N. Am., Inc., No. C-05-4525 EMC, 2008 WL 4680033, at \*6 (N.D.  
 10 Cal. Oct. 21, 2008) (quotations and citations omitted). In determining whether a bond should be  
 11 required, the court should consider (1) the appellant's financial ability to post a bond; (2) the risk  
 12 that the appellant would not pay the appellee's costs if the appeal loses; and (3) the merits of the  
 13 appeal. See id. at \*6-7. While an appellate bond should be sufficient to cover costs on appeal, those  
 14 costs may only include attorney fees if the claim is brought under a fee-shifting statute that would  
 15 allow recovery from an objecting class member, as opposed to a defendant. Azizian, 499 F.3d at  
 16 953-54. Even if a district court concludes that attorney fees are likely to be awarded on the ground  
 17 that an appeal is frivolous, the district court may not include such fees in an appellate bond. See id.  
 18 at 954.

19 Upon review, the Court finds that the posting of an appellate bond is warranted in this case.  
 20 With regards to the first factor—namely, the ability to post a bond—Objector does not dispute that he  
 21 is able to post a bond sufficient to cover costs on appeal.<sup>6</sup> Thus, this factor weighs in favor of  
 22 requiring a bond.<sup>7</sup> With regards to the second factor—the difficulty of collecting payment post-

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24 <sup>5</sup> (See Docket Item No. 260.)

25 <sup>6</sup> (Objector Christopher Bandas's Response in Opposition to Plaintiff's Motion for  
 26 Reconsideration at 3, hereafter, "Opp'n," Docket Item No. 262.)

27 <sup>7</sup> See Fleury, 2008 WL 4680033, at \*7 ("There is no indication that plaintiff is financially  
 28 unable to post bond, and thus this factor weighs in favor of a bond.") (citation omitted).

1 appeal—Objector Bandas resides outside of the jurisdiction of the Ninth Circuit,<sup>8</sup> which also weighs  
2 in favor of requiring a bond.<sup>9</sup> Finally, the Court finds that the merits of Objector’s appeal weigh  
3 heavily in favor of requiring a bond, insofar as his objections to the settlement are lacking in merit.  
4 Objector Bandas makes no objection to the terms of the settlement itself, but objects only to attorney  
5 fees on the grounds that the documents provided in support of class counsel’s request for fees were  
6 insufficient, and his contention that the quick-pay provision of the settlement agreement created a  
7 conflict between class counsel and members of the class.<sup>10</sup> However, the Court carefully considered  
8 each of these objections and overruled them prior to approving the settlement. (See Docket Item  
9 No. 217.) Thus, because all three factors weigh in favor of requiring an appellate bond, the Court  
10 finds that a bond is warranted.<sup>11</sup>

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20 <sup>8</sup> (See id. (stating that Objector is an attorney in the State of Texas).)

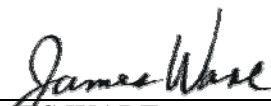
21 <sup>9</sup> See Fleury, 2008 WL 4680033, at \*7.

22 <sup>10</sup> (See Docket Item No. 199.)

23 <sup>11</sup> In his Opposition, Objector Bandas requests a further opportunity to submit opposition  
24 briefing because he was permitted only a week to respond to Plaintiff’s Motion for Reconsideration.  
25 (See Opp’n at 1-2.) The Court does not find good cause, however, to permit such additional  
26 briefing. Although Plaintiff’s original Motion for an Appellate Bond was denied as moot as to  
27 Objector Bandas, it was not denied until after Objector Bandas had already filed a response brief.  
28 (See Docket Item No. 239.) Thus, Objector Bandas already had a full opportunity to oppose  
Plaintiff’s Bond Motion, in addition to the time received to oppose the Motion for Reconsideration.  
Accordingly, the Court finds that Objector Bandas has had more than an adequate opportunity to  
oppose Plaintiff’s Motion.

1 Accordingly, the Court GRANTS Plaintiff's Motion for Reconsideration. On or before  
2 **August 6, 2012**, Objector Bandas shall either (1) post an appellate bond in the amount of \$70,650;<sup>12</sup>  
3 or (2) file a notice of dismissal of his appeal.

4  
5 Dated: July 31, 2012

  
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JAMES WARE  
United States District Chief Judge

United States District Court  
For the Northern District of California

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<sup>12</sup> Objector Bandas contends that a bond of \$70,650 is excessive and that Plaintiff's costs on appeal "will be *de minimis*." (Opp'n at 3.) Plaintiff has provided evidence, however, that maintaining contact with class members for the duration of an appeal will cost approximately \$55,650, and that Plaintiff will incur an additional \$15,000 in costs associated with preparing the record for appeal. (See Docket Item Nos. 232-1, 232-2.) In light of Plaintiff's evidentiary showing, the Court finds that the \$70,650 bond requested is reasonable.



1 **THIS IS TO CERTIFY THAT COPIES OF THIS ORDER HAVE BEEN DELIVERED TO:**

- 2 Adam Gutride adam@gutridesafier.com
- 3 Adam Joseph Bedel ajbedel@quinnemanuel.com
- 4 Jeffery David McFarland jdm@quinnemanuel.com
- 5 Joseph Darrell Palmer darrell.palmer@palmerlegalteam.com
- 6 Sam Cannata [samcannata@cannataphillipslaw.com](mailto:samcannata@cannataphillipslaw.com)
- 7 Seth Adam Safier seth@gutridesafier.com
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**Dated: July 31, 2012**

**Richard W. Wieking, Clerk**

**By:           /s/ JW Chambers            
William Noble  
Courtroom Deputy**