IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

KEVIN DAVITT, SCOTT CARTER and MARK TUDYK, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

AMERICAN HONDA MOTOR CO., INC,

Defendants.

Case No.: 2:13-cv-00381-MCA-JBC

DECLARATION OF MATTHEW D. SCHELKOPF IN SUPPORT OF PLAINTIFFS’ UNOPPOSED MOTION FOR FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT

I, Matthew D. Schelkopf, hereby declare:

1. I am a Partner with the firm of Chimicles & Tikellis LLP, Counsel for Plaintiffs in this action.

2. Attached hereto as exhibits are true and correct copies of the following documents referenced in Plaintiffs’ memorandum of law in support of their unopposed motion for final approval of the settlement.
3. Attached hereto as Exhibit A is a true and correct copy of the California Bar Association webpage for Michael Narkin, accessible by the link http://members.calbar.ca.gov/fal/Member/Detail/59793 (last visited March 26, 2015).

4. Attached hereto as Exhibit B is a true and correct copy of the August 9, 2004 article by Howard Mintz regarding Michael Narkin’s fraudulent law school, Saratoga University School of Law, accessible by the link http://www.calstate.edu/pa/clips2004/august/9august/law.shtml (last visited March 26, 2015).

5. Attached hereto as Exhibit C is a true and correct copy of the September 24, 2004 article by Howard Mintz regarding the California State Bar Association’s revocation of registration Saratoga University School of Law, accessible by the link http://www.lawschool.com/delisted.htm (last visited March 26, 2015).

6. Attached hereto as Exhibit D is a true and correct copy of a chart summarizing the cases in which Narkin has filed Objections.

7. Attached hereto as Exhibit E is a true and correct copy of the March 26, 2014 Letter Objection by Michael Narkin in Rosales v. FitFlop USA, LLC, 3:11-cv-00973-W-KSC (S.D. Cal.).


I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct to the best of my knowledge.

Dated: April 10, 2015

/s/ Matthew D. Schelkopf
Matthew D. Schelkopf
EXHIBIT A
ATTORNEY SEARCH

Michael H. Narkin - #59793

Current Status: Resigned with Charges Pending

This member is resigned and may not practice law in California.
See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number: 59793
Address: 1016 E El Camino Real
Sunnyvale, CA 94087
Phone Number: Not Available
Fax Number: Not Available
e-mail: Not Available
County: Santa Clara
Undergraduate School: Univ of Maryland, MD; MD
District: District 6
Sections: None
Law School: Golden Gate Univ SOL; San Francisco CA

Status History

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<th>Effective Date</th>
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<tr>
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<tr>
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<tr>
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Explanation of member status

Actions Affecting Eligibility to Practice Law

Disciplinary and Related Actions

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<td>Resignation with charges pending</td>
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<td>Resigned</td>
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<tr>
<td>6/10/1986</td>
<td>Vol.inactive(tender of resign.w/charges)</td>
<td></td>
<td>Not Eligible To Practice Law</td>
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</table>

Administrative Actions

This member has no public record of administrative actions.
Copies of official attorney discipline records are available upon request.

Explanation of common actions

Start New Search »
EXHIBIT B
Law students claim they have been had
State agencies investigating school run by ex-S.J. attorney
By Howard Mintz

Eighteen years ago, San Jose lawyer Michael Narkin surrendered his law license rather than face more than a dozen disciplinary charges for allegedly ripping off his clients and botching their cases.

But despite a dubious track record that also includes a litany of malpractice suits against him, California regulators in 1996 licensed Narkin to establish the Saratoga University School of Law, an Internet correspondence program where he served as dean and, from all appearances, faculty and administration.

Now Narkin's smooth ride through what critics consider a lax state regulatory system for correspondence schools has backfired for dozens of students who contend they are getting a crash course in fraud.

Students say they've wasted thousands of dollars in tuition, sidetracking their efforts to finish law school and take the bar exam so they can fulfill their dreams of becoming lawyers. Disgruntled students can't find Narkin, who recently sold the San Jose home where he operated the law school.

As a result, state consumer officials are scrambling to help the students, the State Bar of California is reviewing the school's status and law enforcement officials are investigating complaints against Narkin.

No responses

``I left so many messages for him -- I left him certified letters, I sent e-mails and I've had no messages back from him for two months,'" said Ramesh Deswal, a second-year student from San Jose who has filed complaints with regulators and local prosecutors. 
``I don't know what to do now. If he had been in so much trouble before, why did the bar or the state just let him run a school?"

Narkin defends his actions and his credentials to run the four-year law program, which typically has had up to 100 students who pay $3,100 in tuition annually. When reached by the Mercury News, he said he's the victim of one disgruntled former student who has waged an Internet smear campaign that has left the school on the brink of collapse.

Narkin would only say he's living somewhere in California, but offered assurances he's trying to process the work of students currently enrolled so he can get them grades and transcripts that would enable them to eventually take the state bar exam.

``I'm slowly getting everybody's material out to them,'" said Narkin, who maintains the school's financial troubles have forced him to seek other work at the same time. 
``We're trying to take care of the students so there is the least amount of hurt."

As the Saratoga University situation demonstrates, it isn't particularly difficult to set up an Internet law school these days and get licensed by authorities in California, the only
state in the nation that allows graduates of such schools to take the bar exam.

Narkin, now 57, gave up his law license in 1986 while facing 16 counts of misconduct, including abandoning clients, misappropriating their money and dishonesty. More than a dozen former clients had sued him for malpractice, including one who won a $100,000 settlement and another who obtained a $70,000 jury verdict.

Ten years later, he opened his law school.

Declined to comment

The state Bureau of Private Postsecondary Vocational Education, which is now part of the California Department of Consumer Affairs, declined to comment directly on whether Narkin's checkered history as a lawyer should have prevented him from getting the license to open a law school. The bureau licenses and monitors thousands of private trade schools like Saratoga.

But Pamela Mares, spokeswoman for the department, said there is nothing in the education code that precludes a disciplined or disbarred attorney from owning a law school or teaching law. Mares declined to discuss specifics of Narkin's case, other than confirm the agency is investigating the complaints.

The bureau's policing of California's private trade schools has been a source of controversy for years. Originally established in 1989 to crack down on the state's so-called "diploma mills," it was scaled back by legislation in 1998 when critics, including then-Gov. Pete Wilson, claimed it was too aggressive.

Saratoga's students say the bureau let them down by not being aggressive enough in probing Narkin's background before licensing him to open Saratoga.

``If they'd done a proper investigation, they'd have known this guy was a disgraced former attorney,'' said Jeffrey Vogland, a Fresno student who contends he's out more than $3,000 in tuition and unable to get hold of Narkin to get his grades and transcripts.

Narkin disagrees that his past troubles should have prevented him from opening the school, saying the school operated fine for years and in fact had its license renewed in 2003. The school relies primarily on books and audiotapes as teaching methods.

Five students took exam

State bar officials say five Saratoga University School of Law students took the October 2003 bar exam, with one passing.

``We would have been unable to get relicensed if we'd had any serious problems,'' Narkin said.

In fact, records show that Narkin had periodic troubles with students, but many complaints were dismissed by regulators as unsubstantiated. Narkin has two judgments pending against him in Santa Clara County Superior Court, where one former student from Colorado got a judge to order him to reimburse her $3,000 tuition, plus interest. The student raised complaints similar to what dozens of students now maintain -- that Narkin took tuition up front and then did little in return.

However, since January, the complaints against Saratoga and Narkin have escalated, prompting state officials to take a hard look at what is going on. To Saratoga's students, who have taken to Internet chat rooms to blast Narkin and share ways to deal with their dilemma, the investigation has come too late.

``The purpose of licensing is to protect the public,'' said Claudia Keith, a Saratoga
student from Ohio who could only enroll in a correspondence school because she worked a full-time job. "The licensing system failed us in this."

Narkin said this week he plans to either sell or close Saratoga University, but if he doesn't shut it soon, state authorities may take care of it themselves.

Since 1999, there have been more than 30 complaints against Saratoga lodged with the state Bureau of Private Postsecondary Vocational Education -- and the agency is currently investigating 15 cases ranging from allegations of false advertising to fraud.

State bar review

In addition, the state bar, which also has received "numerous" complaints, has sent a notice to Saratoga that it is reviewing whether to revoke the school's registration with the Board of Bar Examiners, which regulates legal education in California.

The state bar doesn't license or monitor unaccredited law schools like Saratoga, but registration allows graduates to take the state bar exam. State bar officials concede that requirements for registering with the bar examiners are minimal -- the primary requirement, in fact, is a license from the state's bureau of private postsecondary education.

These news clips are provided by the Public Affairs Department of The California State University. They are intended for the internal use of The California State University system and should not be redistributed. Questions and submissions may be sent to publicaffairs@calstate.edu.
EXHIBIT C
Online Law School Delisted

STATE BAR ACTION FOLLOWS COMPLAINTS

By Howard Mintz
Mercury News
September 24, 2004

California regulators this week stripped Saratoga University School of Law of its status as a recognized law school as they sort through dozens of complaints against the owner.

After a hearing in which Saratoga's dean and owner, Michael Narkin, did not show up, the State Bar of California revoked the Internet correspondence school's registration in response to complaints from students who say they have been defrauded. Only students at schools registered with the bar can take the state exam to become lawyers.

The California Bureau of Private Postsecondary Vocational Education, which licenses schools such as Saratoga, has not yet taken official action, but considers the school "effectively" closed as a result of the bar's action, a spokeswoman said Thursday.

The bureau is reviewing 31 complaints against Narkin, who has been unreachable by regulators trying to find out what he's done with tuition money, as well as the students' grades and work material they need to get their law degrees.

The Mercury News reported last month that the state licensed Narkin to run a law school despite the fact he relinquished his law license nearly 20 years ago amid allegations he had defrauded clients and botched their cases.

Narkin in the summer sold the San Jose home listed as the address for the law school, and property records show he's established residence in Eugene, Ore. A message left at the phone number shown for that address was not returned Thursday. In August, Narkin told the Mercury News he planned to sell or close Saratoga, defended his running of the school and insisted he was trying to wrap up the students' final work as fast as he could.

But frustrated students say they can't get hold of Narkin. And Pamela Mares, the state bureau's spokeswoman, said investigators are still "trying to locate Mr. Narkin and the student records."

That creates a problem for students, who need transcripts of their work and grades if they want to transfer to another law school or take the bar exam. E.J. Bernacki, a bar spokesman, said students can still receive
credit for their work for Saratoga before it was "deregistered" if they can provide the material.

California students may also be eligible for refunds from a state tuition recovery fund, but many of Saratoga's students, such as Claudia Keith of Ohio, signed up for the online school in other states. California is the only state in the nation that allows graduates of correspondence schools to take the bar exam.

Keith said Thursday she's going to try another correspondence school. "I only pray it will not be a repeat," she said. "I cannot waste another year of my life."

In the meantime, the Santa Clara County District Attorney's Office is also looking into about a half dozen complaints against Narkin. Deputy District Attorney Yen Dang said she is trying to work with the state bureau, but investigators need to determine if Narkin accepted tuition with an intent to commit fraud for a criminal probe to proceed.
EXHIBIT D
## Cases in Which Michael Narkin Has Filed Objections

<table>
<thead>
<tr>
<th>Case #</th>
<th>Case</th>
<th>Outcome of Objection</th>
<th>Appeal</th>
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<tr>
<td>1</td>
<td>Rosales v. FitFlop USA, LLC, 3:11-cv-00973-W-KSC (S.D.Cal.)</td>
<td>“[T]he Court finds [Mr. Narkin’s] objections lack merit” based on “the substantial investigation, discovery and motion practice that has occurred, the complex legal and scientific issues raised by the claims and defenses at issue, and the substantial benefit achieved both in terms of the Settlement Fund and injunctive relief” and “the extended settlement negotiations required to resolve the case.” Dkt. No. 121 at pp. 13-14.</td>
<td>Notice of appeal filed May 27, 2014. Dkt. No. 122.</td>
<td>Appeal dismissed October 20, 2014. Dkt. No. 136.</td>
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<td>3</td>
<td>In re Polyurethane Foam Antitrust Litigation, 1:10-md-02196-JZ (N.D. Ohio)</td>
<td>Objection overruled- “Further, he raises meritless allegations of collusion; worries about whether the settlement protects “sub-classes,” which do not in fact exist; complains about his need to review discovery in this matter to assess his “claim,” despite caselaw that states a class member has no such right to discovery (or only a qualified right, which Narkin’s meritless objection does not warrant); speculates that Class Counsel “may have seen no need to engage in real discovery to determine what the case was worth,” speculation that is resoundingly rejected by the discovery record; implies that courts have removed “Class Counsel” from class leadership positions they held in other cases, owing to “lack of integrity,” when in fact Class Counsel in this case have no connection with the cases he cites; appears to believe attorneys’ fees were part of the settlement agreement and “were acceptable to the defense,” when in fact defense counsel played no role in Class Counsel’s separately filed fee motion; and is a serial objector, whose carbon-copy objections district courts frequently reject as baseless (see Doc. 1475-6; see also Doc. 1475 at 4–11). This Court overrules his objection.” Dkt. No. 1534.</td>
<td>Notice of appeal filed March 20, 2015. Dkt. No. 1620.</td>
<td>Pending</td>
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<td>4</td>
<td>Larsen et al v. Trader Joe’s Company, 3:11-cv-05188 (N.D. Cal.)</td>
<td>Objection overruled- “Mr. Narkin’s objection is based on three misplaced contentions.5 First, he claims there is no adequate showing that the settlement bears any relationship to the alleged damages. The parties assert that the settlement represents 50% of Trader Joe’s profits on the products at issue in the litigation. Given the risks going forward, the nature of a</td>
<td>Notice of appeal filed August 11, 2014. Dkt. No. 127.</td>
<td>Appeal dismissed November 19, 2014. Dkt. No. 135.</td>
</tr>
</tbody>
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compromise, and the fact that all of the class members who made claims will be compensated, the settlement value is fair. Second, Mr. Narkin claims the parties’ use of a protective order in this case is somehow indicative of collusion and that he, as a purported absentee class member, is entitled to view any document. Class members who object to a class action settlement do not have an absolute right to discovery. In re Wachovia Corp. Pick-A-Payment Mortgage Mktg. & Sales Practices Litig., No. 09-cv-02015 PSG, 2011 WL 1496342, at *1 (N.D. Cal. Apr. 20, 2011). “While objectors are entitled to meaningful participation in the settlement proceedings, and leave to be heard, they are not automatically entitled to discovery or to question and debate every provision of the proposed compromise.” Id. Discovery of settlement information “is proper only where the party seeking it lays a foundation by adducing from other sources evidence indicating that the settlement may be collusive.” Lobatz v. U.S. West Cellular of California, Inc., 222 F.3d 1142, 1148 (9th Cir. 2000) (citation omitted). Mr. Narkin does not provide authority to support his belief that objectors are entitled to seek documents, nor does identify any documents he believes were produced or why he would want to see them.” Dkt. No. 121.

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<th></th>
<th>Bezdek v. Vibram USA Inc., et al, 1:12-cv-10513 (D. Mass.)</th>
<th>Objection overruled- “Narkin’s and Ference’s objections are unpersuasive and ungrounded, respectively. Narkin’s objection to the fee request states merely that it is excessive, without further explanation.” Dkt. No. 106.</th>
<th>Notice of appeal filed February 17, 2015. Dkt. No. 115.</th>
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<tbody>
<tr>
<td>5</td>
<td>Miller v. Ghirardelli Chocolate Company, 3:12-cv-04936 (N.D. Cal.)</td>
<td>Objection overruled- “The court finds that, in fact, all three objectors have failed to establish their standing to challenge the settlement. Ms. Ference and Mr. Narkin have not complied with these procedures and so have not established that they are class members. Ms. Ference did not provide her address, nor did she provide any documents or testimony to establish that she is a class member. Nothing in her objection states that she bought any Ghirardelli products.4 Nothing in Ms. Diereke’s short letter states that she bought a Ghirardelli product. (ECF No.146.) While Mr. Narkin, a former California-licensed attorney, did state, —I declare that I purchased, in the United States, at least one of the covered Ghirardelli products during the class</td>
<td>Notice of appeal filed March 19, 2015. Dkt. No. 174.</td>
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| 7 | Angel Aguiar v. Merisant Company et al, 2:14-cv-00670 (C.D. Cal.) | Struck from court’s docket as untimely (filed 6 days after objection filing due date). Dkt. No. 128. | Notice of appeal filed March 2, 2015. Dkt. No. 130. | Narkin has not yet paid appeal filing fee, Order filed saying to file a motion for in Forma Pauperis or |
|               |               | pay fee, or else appeal will be dismissed |
EXHIBIT E
March 26, 2014

Clerk of the U. S. District Court for the Southern District of California
333 West Broadway, Suite 420
San Diego, CA 92101

Re: Rosales v. FitFlop U.S.A., Inc.,
    Case No. 3:11-cv-00973-W(JMA) (S.D. Cal.)
    Objection to the Settlement

Dear Clerk of the Court:

This letter is an objection to the proposed Settlement. I am a Settlement Class Member who purchased Eligible FitFlop Footwear during the Class Period and has not opted out of the Settlement, and I am not being represented by counsel. I do intend to appear at the Final Approval Hearing.

The basis of my objection are three fold: 1) There is no adequate showing that the proposed Settlement bears any relationship to the alleged damages inflicted by Defendants on Plaintiffs; 2) The actions of Class Counsel, including improper use of a protective order, are indicia of a consciousness of unfairness and collusion; and 3) The amount of the proposed attorney fees of up to $1,325 million plus costs of approximately $180,000 constitute over reaching, represents unjust enrichment, and shocks the conscience.

In its Stipulation and Settlement Statement published on the case website, Class Counsel failed to recite what particular discovery, what proceedings, and what procedures led up to the proposed Settlement. On March 25, 2014, I telephoned the office of Class Counsel and asked to speak to someone about this proposed Settlement. My call was returned by attorney Tim Blood. When I asked him if I could look through the file, including discovery, and satisfy myself that the proposed Settlement was adequate, fair, and an arms length transaction, but I was told that would not be possible since there was a Protective Order in place. Mr. Blood was kind enough to email me a copy of that Order.

Since I am a member of the class, and therefore a client of Class Counsel, there is plenty of legal authority to support my right to access and scrutinize Class Counsel’s file. Beside the Rules of Professional Conduct, there is In the Matter of Kaleidoscope, Inc. 15 B.R. 232 (Bkrutcy. D.Ga. 1981) where the court held that the attorney is an agent of the client and may not refuse to turn over any portion of client’s file, and may not assert work-product privilege against client. And in Resolution Trust Corp. v. H—, P.C. 128 F.R.D. 647 (N.D. Tex. 1989), the court concluded that the entire contents of a client’s file
belong to the client, and that neither the attorney-client privilege nor work-product doctrines were applicable.

The protective order in place in this case was the result of a joint motion by both Class Counsel and the Defense. Under Rule 26(c), a district court may issue a protective order overruling the public’s right to access the fruits of pretrial discovery for good cause. For good cause to exist under Rule 26(c, “the party seeking protection bears the burden of showing specific prejudice or harm will result if no protective order is granted.” Phillips v. G.M. Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002). Broad allegations of harm, unsubstantiated by specific examples or articulated reasoning, do not satisfy the Rule 26(c) test.” Beckman Indus., Inc. v. Int’l Ins. Co., 966 F.2d 470, 476 (9th Cir. 1992). Rather, the party seeking protection must make a “particularized showing of good cause with respect to [each] individual document.” San Jose Mercury News, Inc. v. U.S. District Court—N.Dist. (San Jose) 187 F.3d 1096, 1103 (9th Cir. 1999).

Here, no particularized showing of good cause with respect to each individual document was presented, and as a class member with the right to object to any settlement, my right to access to discovery is far greater than merely a right afforded to a member of the general public.

Additionally, under the cloak of a protective order, the attorneys may have seen no need to engage in real discovery. Instead, they were free to discuss attorney fees without the bother of having to be adversaries on behalf of the Class.

Therefore, I oppose the proposed settlement and demand greater information on how it represents an adequate result for Class Plaintiffs. I also oppose the amount of attorney fees and costs requested as being way above what might be considered reasonable.

Very truly yours,

Michael Narkin

Michael Narkin
85391 Chezem Road
Eugene, OR 97405
541-852-5507

cc: Timothy G. Blood
    William S. Ohlemeyer
EXHIBIT F
January 21, 2015

Class Action Clerk
U.S. District Court for the Northern District of California
450 Golden Gate Ave.
San Francisco, CA 94102

Re: Miller, et al. v. Ghirardelli Chocolate Company
   Case No. 12-cv-04936 LB
   Objection to the Settlement

Dear Class Action Clerk:

This letter is an objection to the proposed Class Action Settlement and request for attorney’s fees. I am a class member who is not being represented by counsel, and I do not intend to appear at the Final Approval Hearing.

I adopt and incorporate the objections of other class members, and, in addition, the basis of my objection are four fold: 1) There is no adequate showing that the proposed Settlement bears any relationship to the alleged damages inflicted by Defendant on Plaintiffs; 2) The actions of Class Counsel, including improper request for a protective order, are indicia of a consciousness of unfairness and collusion; 3) The amount of the proposed attorney fees of up to $1,575,000.00 constitute overreaching and represents unjust enrichment; and 4) the cy pres provision in the settlement is inappropriate.

In its Settlement Statement published on the case web site, Class Counsel failed to recite what particular discovery results, what particular proceedings, and what particular procedures led up to the proposed Settlement. Members of the class, including myself, need to be able to look through the file, including discovery, and satisfy themselves that the proposed Settlement is adequate, fair, and an arms length transaction, but this is not possible because there is a protective order in place. Instead, we are offered only empty recitations naming types of discovery that could have been copied from a law school hornbook. If the role of an objector is to have any meaning, it must be coupled with the right to scrutinize the case file and verify the details.

Since I am a member of the class, and therefore a client of Class Counsel, there is legal authority to support my right to access and scrutinize Class Counsel’s file. Beside the Rules of Professional Conduct, there is In the Matter of Kaleidoscope, Inc. 15 B.R. 232 (Bkrtcy. D.Ga. 1981) where the court held that the attorney is an agent of the client and may not refuse to turn over any portion of client’s file, and may not assert work-product privilege against client. And in Resolution Trust Corp. v. H—, P.C. 128 F.R.D. 647
(N.D. Tex. 1989), the court concluded that the entire contents of a client’s file belong to the client, and that neither the attorney-client privilege nor work-product doctrines were applicable.

The confidentiality agreement in place in this case was the result of a joint collaboration between Class Counsel and the Defense, and it raises the specter of collusion. Instead, Class Counsel sought out a protective order. Under Rule 26©, a district court may issue a protective order overruling the public’s right to access the fruits of pretrial discovery for good cause. For good cause to exist under Rule 26©, “the party seeking protection bears the burden of showing specific prejudice or harm will result if no protective order is granted.” Phillips v. G.M. Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002). Broad allegations of harm, unsubstantiated by specific examples or articulated reasoning, do not satisfy the Rule 26(c) test.” Beckman Indus., Inc. v. Int’l Ins. Co., 966 F.2d 470, 476 (9th Cir. 1992). Rather, the party seeking protection must make a “particularized showing of good cause with respect to [each] individual document.” San Jose Mercury News, Inc. v. U.S. District Court—N.Dist. (San Jose) 187 F.3d 1096, 1103 (9th Cir. 1999). Class Counsel and the Defense obtained a protective order, but they avoided the Court’s scrutiny that may have benefited members of the class.

Here, no particularized showing of good cause with respect to each individual document was presented, and as a class member with the right to object to any settlement, my right to access to discovery is far greater than merely a right afforded to a member of the general public.

Additionally, under the cloak of a protective order, Class Counsel may have seen no need to engage in real discovery to determine what the case was worth. Instead, they were free to discuss attorney fees without the bother of having to be adversaries on behalf of the Class. Once they discovered what attorney fees were acceptable to the defense, they may have seen no need to discover more.

Rule 23 sets no particular standards for objectors, but it sets high standards, including high ethical standards, for class counsel in class action cases such as this. In Eubank v. Pella Corp. (a case decided June 2, 2014) Nos. 13-2091, 13-2133, 13-2136, 13-2162, 13-2202, the Seventh Circuit removed Class Counsel for “demonstrated” lack of integrity in another matter completely independent of the instant case before the Court. And in Creative Montessori Learning Centers v. Ashford Gear LLC, 662 F.3rd 913, 918 (7th Cir. 2011) the Court ruled that only slight misconduct by Class Counsel was grounds for removal.

The cy pres provision in the Settlement Agreement is inappropriate. The charities that would receive the money were not injured, and this provision may violate the Rule Against Perpetuities. Therefore, any excess monies should be distributed to class members.

Therefore, I oppose the proposed settlement and demand greater information on how it
represents an adequate result for Class. I request that the protective order be either vacated or modified so that class members may determine whether discovery was adequate. I also oppose the amount of attorney fees requested as being way above what might be considered reasonable, and I contend that the possible award to a charity be removed from the settlement.

I declare that I purchased, in the United States, at least one of the covered Ghirardelli products during the class period.

Very truly yours,

Michael Narkin
85391 Chezem Road
Eugene, OR 97405
541-852-5507
mpilot2001@aol.com
Case 2:13-cv-00381-MCA-JBC Document 66-6 Filed 04/10/15 Page 7 of 8 PageID: 955

CERTIFIED MAIL

Class Action Clerk
U.S. District Court for the Northern District of California
450 Golden Gate Ave.
San Francisco, CA 94102
EXHIBIT G
August 12, 2014

Clerk of the U. S. District Court
for the District of Massachusetts
1 Courthouse Way
Boston, MA 02210

Re: Valerie Begdek v. Vibram USA, Inc.
Case No. 1:12-cv-10513-DPW
Objection to the Settlement

Dear Clerk of the Court:

This letter is an objection to the proposed Settlement. I am a Settlement Class Member who is not being represented by counsel, and I do not intend to appear at the Final Approval Hearing.

The basis of my objection are five fold: 1) There is no adequate showing that the proposed Settlement bears any relationship to the alleged damages inflicted by Defendant on Plaintiffs; 2) The actions of Class Counsel, including improper use of a confidentiality agreement, are indicia of a consciousness of unfairness and collusion; 3) The amount of the proposed attorney fees of up to $937,500.00 plus $75,000 in costs constitute overreaching and represents unjust enrichment; 4) Class Counsel has engaged in unethical behavior in another class action case and therefore should not be appointed as class Counsel in this case; and 5) the cy pres provision in the settlement is inappropriate.

In its Settlement Statement published on the case web site, Class Counsel failed to recite what particular discovery results, what particular proceedings, and what particular procedures led up to the proposed Settlement. Members of the class, including myself, need to be able to look through the file, including discovery, and satisfy themselves that the proposed Settlement is adequate, fair, and an arms length transaction, but this is not possible because there is a confidentiality agreement in place. Instead, we are offered only empty recitations naming types of discovery that could have been copied from a law school hornbook. If the role of an objector is to have any meaning, it must be coupled with the right to scrutinize the case file and verify the details.

Since I am a member of the class, and therefore a client of Class Counsel, there is legal authority to support my right to access and scrutinize Class Counsel’s file. Beside the Rules of Professional Conduct, there is In the Matter of Kaleidoscope, Inc. 15 B.R. 232 (Bkrutcy. D.Ga. 1981) where the court held that the attorney is an agent of the client and may not refuse to turn over any portion of client’s file, and may not assert work-product
privilege against client. And in *Resolution Trust Corp. v. H---*, P.C. 128 F.R.D. 647 (N.D. Tex. 1989), the court concluded that the entire contents of a client’s file belong to the client, and that neither the attorney-client privilege nor work-product doctrines were applicable.

The confidentiality agreement in place in this case was the result of a joint collaboration between Class Counsel and the Defense, and it raises the specter of collusion. Instead, Class Counsel should have sought out a protective order. Under Rule 26©, a district court may issue a protective order overruling the public’s right to access the fruits of pretrial discovery for good cause. For good cause to exist under Rule 26 (c, “the party seeking protection bears the burden of showing specific prejudice or harm will result if no protective order is granted.” *Phillips v. G.M. Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002). Broad allegations of harm, unsubstantiated by specific examples or articulated reasoning, do not satisfy the Rule 26(c) test.” *Beckman Indus., Inc. v. Int'l Ins. Co.*, 966 F.2d 470, 476 (9th Cir. 1992). Rather, the party seeking protection must make a “particularized showing of good cause with respect to [each] individual document.” *San Jose Mercury News, Inc. v. U.S. District Court—N.Dist. (San Jose)* 187 F.3d 1096, 1103 (9th Cir. 1999). Because Class Counsel and the Defense used a confidentiality agreement instead of a protective order, they avoided the Court’s scrutiny that may have benefited members of the class. Here, no particularized showing of good cause with respect to each individual document was presented, and as a class member with the right to object to any settlement, my right to access to discovery is far greater than merely a right afforded to a member of the general public.

Additionally, under the cloak of a confidentiality agreement, Class Counsel may have seen no need to engage in real discovery to determine what the case was worth. Instead, they were free to discuss attorney fees without the bother of having to be adversaries on behalf of the Class. Once they discovered what attorney fees were acceptable to the defense, they may have seen no need to discover more.

Rule 23 sets no particular standards for objectors, but it sets high standards, including high ethical standards, for class counsel in class action cases such as this. In *Eubank v. Pella Corp.*, (a case decided June 2, 2014) Nos. 13-2091, 13-2133, 13-2136, 13-2162, 13-2202, the Seventh Circuit removed Class Counsel for “demonstrated” lack of integrity in another matter completely independent of the instant case before the Court. And in *Creative Montessori Learning Centers v. Ashford Gear LLC*, 662 F.3d 913, 918 (7th Cir. 2011) the Court ruled that only slight misconduct by Class Counsel was grounds for removal.

The Class Counsel in this case has been accused of engaging in unethical conduct in another class action case, *Rosales et al. v. Fitflop USA, LLC*, Case No. 11-cv-0973, U.S. District Court for the Southern District of California, by pretending to negotiate a settlement and lying to the Court. In that case, this Class Counsel has never denied the accusation even though given the opportunity to do so. Therefore, this Class Counsel
should be removed from representing the class in the instant case and denied attorney fees.

The *cy pres* provision in the Settlement Agreement is inappropriate. The charity that would receive the money has not been injured, and this provision may violate the Rule Against Perpetuities. Therefore, any excess monies should be distributed to class members.

Therefore, I oppose the proposed settlement and demand greater information on how it represents an adequate result for Class Plaintiffs. I request that the confidentiality agreement be either vacated or modified so that class members may determine whether discovery was adequate. I also oppose the amount of attorney fees requested as being way above what might be considered reasonable, and I contend that the current Class Counsel should be barred from representing the class.

Very truly yours,

[Signature]

Michael Narkin
85391 Chezem Road
Eugene, OR 97405
541-852-5507
mpilot2001@aol.com

cc Wolf Haldenstein Alden Freeman & Herz LLP
Christopher M. Morrison
May 30, 2014

Clerk of the U. S. District Court
for the Northern District of California
San Francisco Division
450 Golden Gate Ave.
San Francisco, CA 94102

Re: Larsen et al. v. Trader Joe’s Company
Case No. 3:11-cv-05188-WHO
Objection to the Settlement

Dear Clerk of the Court:

This letter is an objection to the proposed Settlement. I am a Settlement Class Member who swears under penalty of perjury that he purchased Trader Joe’s Company Product during the Class Period and has not opted out of the Settlement, and I am not being represented by counsel. I do intend to appear at the Final Approval Hearing.

The basis of my objection are three fold: 1) There is no adequate showing that the proposed Settlement bears any relationship to the alleged damages inflicted by Defendant on Plaintiffs; 2) The actions of Class Counsel, including improper use of a protective order, are indicia of a consciousness of unfairness and collusion; and 3) The amount of the proposed attorney fees of up to $950,000.00 constitute over reaching, represents unjust enrichment, and shocks the conscience.

In its Stipulation and Settlement Statement published on the case web site, Class Counsel failed to recite what particular discovery, what proceedings, and what procedures led up to the proposed Settlement. Members of the class, including myself, need to be able to look through the file, including discovery, and satisfy themselves that the proposed Settlement is adequate, fair, and an arms length transaction, but this is not possible because there is a Protective Order in place.

Since I am a member of the class, and therefore a client of Class Counsel, there is legal authority to support my right to access and scrutinize Class Counsel’s file. Beside the Rules of Professional Conduct, there is In the Matter of Kaleidoscope, Inc. 15 B.R. 232 (Bkrutcy. D.Ga. 1981) where the court held that the attorney is an agent of the client and may not refuse to turn over any portion of client’s file, and may not assert work-product privilege against client. And in Resolution Trust Corp. v. H——, P.C. 128 F.R.D. 647 (N.D. Tex. 1989), the court concluded that the entire contents of a client’s file belong to the client, and that neither the attorney-client privilege nor work-product doctrines were applicable.
The protective order in place in this case was the result of a joint motion by both Class Counsel and the Defense. Under Rule 26(c), a district court may issue a protective order overruling the public’s right to access the fruits of pretrial discovery for *good cause*. For good cause to exist under Rule 26(c), “the party seeking protection bears the burden of showing specific prejudice or harm will result if no protective order is granted.” *Phillips v. G.M. Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002). Broad allegations of harm, unsubstantiated by specific examples or articulated reasoning, do not satisfy the Rule 26(c) test.” *Beckman Indus., Inc. v. Int'l Ins. Co.*, 966 F.2d 470, 476 (9th Cir. 1992). Rather, the party seeking protection must make a “particularized showing of good cause with respect to [each] individual document.” *San Jose Mercury News, Inc. v. U.S. District Court—N.Dist. (San Jose)* 187 F.3d 1096, 1103 (9th Cir. 1999).

Here, no particularized showing of good cause with respect to each individual document was presented, and as a class member with the right to object to any settlement, my right to access to discovery is far greater than merely a right afforded to a member of the general public.

Additionally, under the cloak of a protective order, Class Counsel saw no need to engage in real discovery to determine what the case was worth. Instead, they were free to discuss attorney fees without the bother of having to be adversaries on behalf of the Class. Once they discovered what attorney fees were acceptable to the defense, they saw no need to discover more.

Therefore, I oppose the proposed settlement and demand greater information on how it represents an adequate result for Class Plaintiffs. I request that the protective order be either vacated or modified so that class members may determine whether discovery was adequate. I also oppose the amount of attorney fees requested as being way above what might be considered reasonable.

Very truly yours,

Michael Narkin
85391 Chezem Road
Eugene, OR 97405
541-852-5507
mpilot2001@aol.com
Parkin
5391 Chezem Road
Eugene, OR 97405
EXHIBIT I
January 2, 2015

Clerk of the U. S. District Court
for the Central District of California, Western Division
Edward R. Roybal Federal Building
255 East Temple Street
Los Angeles, CA 90012-3332

Case No. 2: 14-CV-00670-RGK
Objection to the Settlement

Dear Clerk of the Court:

This letter is an objection to the proposed Class Action Settlement and request for attorney’s fees. I am a class member who is not being represented by counsel, and I do not intend to appear at the Final Approval Hearing.

I adopt and incorporate the objections of other class members, and, in addition, the basis of my objection are four fold: 1) There is no adequate showing that the proposed Settlement bears any relationship to the alleged damages inflicted by Defendant on Plaintiffs; 2) The actions of Class Counsel, including improper request for a protective order, are indicia of a consciousness of unfairness and collusion; 3) The amount of the proposed attorney fees of up to $450,000.00 constitute overreaching and represents unjust enrichment; and 4) the cy pres provision in the settlement is inappropriate.

In its Settlement Statement published on the case web site, Class Counsel failed to recite what particular discovery results, what particular proceedings, and what particular procedures led up to the proposed Settlement. Members of the class, including myself, need to be able to look through the file, including discovery, and satisfy themselves that the proposed Settlement is adequate, fair, and an arms length transaction, but this is not possible because there is a protective order in place. Instead, we are offered only empty recitations naming types of discovery that could have been copied from a law school hornbook. If the role of an objector is to have any meaning, it must be coupled with the right to scrutinize the case file and verify the details.

Since I am a member of the class, and therefore a client of Class Counsel, there is legal authority to support my right to access and scrutinize Class Counsel’s file. Beside the Rules of Professional Conduct, there is In the Matter of Kaleidoscope, Inc. 15 B.R. 232 (Bkrutcy. D.Ga. 1981) where the court held that the attorney is an agent of the client and may not refuse to turn over any portion of client’s file, and may not assert work-product
privileged against client. And in Resolution Trust Corp. v. H—, P.C. 128 F.R.D. 647 (N.D. Tex. 1989), the court concluded that the entire contents of a client’s file belong to the client, and that neither the attorney-client privilege nor work-product doctrines were applicable.

The confidentiality agreement in place in this case was the result of a joint collaboration between Class Counsel and the Defense, and it raises the specter of collusion. Instead, Class Counsel sought out a protective order. Under Rule 26©, a district court may issue a protective order overruling the public’s right to access the fruits of pretrial discovery for good cause. For good cause to exist under Rule 26©, “the party seeking protection bears the burden of showing specific prejudice or harm will result if no protective order is granted.” Phillips v. G.M. Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002). Broad allegations of harm, unsubstantiated by specific examples or articulated reasoning, do not satisfy the Rule 26(c) test.” Beckman Indus., Inc. v. Int’l Ins. Co., 966 F.2d 470, 476 (9th Cir. 1992). Rather, the party seeking protection must make a “particularized showing of good cause with respect to [each] individual document.” San Jose Mercury News, Inc. v. U.S. District Court—N.Dist. (San Jose) 187 F.3d 1096, 1103 (9th Cir. 1999). Class Counsel and the Defense obtained a protective order, but they avoided the Court’s scrutiny that may have benefited members of the class.

Here, no particularized showing of good cause with respect to each individual document was presented, and as a class member with the right to object to any settlement, my right to access to discovery is far greater than merely a right afforded to a member of the general public.

Additionally, under the cloak of a protective order, Class Counsel may have seen no need to engage in real discovery to determine what the case was worth. Instead, they were free to discuss attorney fees without the bother of having to be adversaries on behalf of the Class. Once they discovered what attorney fees were acceptable to the defense, they may have seen no need to discover more.

Rule 23 sets no particular standards for objectors, but it sets high standards, including high ethical standards, for class counsel in class action cases such as this. In Eubank v. Pella Corp. (a case decided June 2, 2014) Nos. 13-2091, 13-2133, 13-2136, 13-2162, 13-2202, the Seventh Circuit removed Class Counsel for “demonstrated” lack of integrity in another matter completely independent of the instant case before the Court. And in Creative Montessori Learning Centers v. Ashford Gear LLC, 662 F.3rd 913, 918 (7th Cir. 2011) the Court ruled that only slight misconduct by Class Counsel was grounds for removal.

The cy pres provision in the Settlement Agreement is inappropriate. The charity that would receive the money has not been injured, and this provision may violate the Rule Against Perpetuities. Therefore, any excess monies should be distributed to class members.

Therefore, I oppose the proposed settlement and demand greater information on how it
represents an adequate result for Class. I request that the protective order be either vacated or modified so that class members may determine whether discovery was adequate. I also oppose the amount of attorney fees requested as being way above what might be considered reasonable, and I contend that the possible award to a charity be removed from the settlement.

I declare, under penalty of perjury, that I purchased at least one Pure Via Consumer Product during the class period.

Very truly yours,

Michael Narkin
85391 Chezem Road
Eugene, OR 97405
541-852-5507
mpilot2001@aol.com


cc Pure Via Settlement Administrator c/o Dahl Administration, P.O. Box 3614, Minneapolis, MN 55403-0614
January 14, 2014

Clerk of the United States District Court
for the Southern District of Florida
400 North Miami, 8th Floor
Miami, FL 33128

Re: Saccoccio v. JP Morgan Chase
Case No. 13-21107-CIV-Moreno
Objection to the Settlement

Dear Clerk of the Court:

This letter is an objection to the proposed Settlement. I am a Settlement Class Member who has not opted out of the Settlement, and I am not being represented by counsel. I do intend to appear at the Final Approval Hearing.

The basis of my objection is two fold: 1) There is no adequate showing that the proposed Settlement bears any relationship to the alleged damages inflicted by Defendants on Plaintiffs; and 2) The amount of the proposed attorney fees and costs of up to $20,000,000 constitutes extreme over-reaching, represents unjust enrichment, and shocks the conscience.

In its Stipulation and Settlement Statement published on the case website, Class Counsel recites a number of proceedings and procedures that led up to the proposed Settlement, but I could not find any statement of the hours of attorney time, the hours of paralegal time, or an accounting of the costs incurred. There is, however, a clue in Class Counsel’s statement on page 4 that suggests that attorney time investment was reduced because “Defendants are aware that Class Counsel have significant experience litigating LPI claims” (1.9).

The above statement suggests that a “sweet heart” deal may have been worked out relieving Defendants of the risk of a much harsher judgment and saving large amounts of attorney time and costs. While such a conclusion may benefit Class Counsel, it does not necessarily benefit Class Plaintiffs.

Therefore, I oppose the proposed settlement and demand greater information on how it represents an adequate result for Class Plaintiffs. I also oppose the amount of attorney fees and costs requested as being way above what might be considered reasonable.
Very truly yours,

Michael Narkin
85391 Chezem Road
Eugene, OR 97405
541-852-5507

cc: Robert M. Brochin
    Brian M. Ercole
    Adam M. Moskowitz
    Frank G. Burt
Clerk of the United States District Court for the Southern District of Florida
400 North Miami, 8th Floor
Miami, FL 33128

33128$7716
EXHIBIT K
EXHIBIT A
January 25, 2015

Clerk of the U. S. District Court
for the Northern District of Ohio
1716 Spielbusch Avenue
Toledo, OH 43604

Re: In re: Polyurethane Foam Antitrust Litigation
    Case No. 1:10-md-02196-JZ
    Objection to the Settlement in both the Leggett & Platt and Carpenter Cases

Dear Clerk of the Court:

This letter is an objection to the proposed Class Action Settlements and request for attorney’s fees in both cases. I am a class member who is not being represented by counsel, and I do not intend to appear at the Final Approval Hearing.

I adopt and incorporate the objections of other class members. In addition, the basis of my objection are four fold: 1) There is no adequate showing that the proposed Settlement bears any relationship to the alleged damages inflicted by Defendant on Plaintiffs; 2) The actions of Class Counsel, including improper request for a protective order, may be indicia of a consciousness of unfairness and collusion; 3) The amount of the proposed attorney fees of up to 30% plus over $8,113,000 in expenses constitute over reaching and represents unjust enrichment; and 4) The Settlements does not protect the interests of sub-classes members who may have other, unrelated claims against defendants such as those arising from tort.

In its Settlement Statement published on the case web site, Class Counsel failed to recite what particular discovery results, what particular proceedings, and what particular procedures led up to the proposed Settlement. Members of the class, including myself, need to be able to look through the file, including discovery, and satisfy themselves that the proposed Settlement is adequate, fair, and an arms length transaction, but this is not possible because there is a protective order in place. Instead, we are offered only empty recitations naming types of discovery that could have been copied from a law school hornbook, and the examples of discovery that are set forth raise red flags about unnecessary and unproductive procedures such as taking the deposition of an individual who took the 5th amendment as would be expected because of the associated criminal proceedings. If the role of an objector is to have any meaning, it must be coupled with the right to scrutinize the case file and verify the details.
Since I am a member of the class, and therefore a client of Class Counsel, there is legal authority to support my right to access and scrutinize Class Counsel’s file. Besides the Rules of Professional Conduct, there is *In the Matter of Kaleidoscope, Inc.* 15 B.R. 232 (Bankr. D.Ga. 1981) where the court held that the attorney is an agent of the client and may not refuse to turn over any portion of client’s file, and may not assert work-product privilege against client. And in *Resolution Trust Corp. v. H—*, P.C. 128 F.R.D. 647 (N.D. Tex. 1989), the court concluded that the entire contents of a client’s file belong to the client, and that neither the attorney-client privilege nor work-product doctrines were applicable.

The protective order in place was the result of a joint collaboration between Class Counsel and the Defense, and it raises the specter of collusion. Under Rule 26©, a district court may issue a protective order overruling the public’s right to access the fruits of pretrial discovery for good cause. For good cause to exist under Rule 26©, “the party seeking protection bears the burden of showing specific prejudice or harm will result if no protective order is granted.” *Phillips v. G.M. Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002). Broad allegations of harm, unsubstantiated by specific examples or articulated reasoning, do not satisfy the Rule 26© test.” *Beckman Indus., Inc. v. Int’l Ins. Co.*, 966 F.2d 470, 476 (9th Cir. 1992). Rather, the party seeking protection must make a “particularized showing of good cause with respect to [each] individual document.” *San Jose Mercury News, Inc. v. U.S. District Court—N.Dist. (San Jose)* 187 F.3d 1096, 1103 (9th Cir. 1999). Class Counsel and the Defense obtained a protective order, but they avoided the Court’s scrutiny that may have benefited members of the class.

Here, no particularized showing of good cause with respect to each individual document was presented, and as a class member with the right to object to any settlement, my right to access to discovery is far greater than merely a right afforded to a member of the general public.

Additionally, under the cloak of a protective order, Class Counsel may have seen no need to engage in real discovery to determine what the case was worth. Instead, they were free to discuss attorney fees without the bother of having to be adversaries on behalf of the Class. Once they discovered what attorney fees were acceptable to the defense, they may have seen no need to discover more.

Rule 23 sets no particular standards for objectors, but it sets high standards, including high ethical standards, for class counsel in class action cases such as this. In *Eubank v. Pella Corp.* (a case decided June 2, 2014) Nos. 13-2091, 13-2133, 13-2136, 13-2162, 13-2202, the Seventh Circuit removed Class Counsel for “demonstrated” lack of integrity in another matter completely independent of the instant case before the Court. And in *Creative Montessori Learning Centers v. Ashford Gear LLC*, 662 F.3rd 913, 918 (7th Cir. 2011) the Court ruled that only slight misconduct by Class Counsel was grounds for removal.

Therefore, I oppose the proposed settlement and demand greater information on how it
represents an adequate result for Class. I request that the protective order be either vacated or modified so that class members may determine whether discovery was adequate. I also oppose the amount of attorney fees requested as being way above what might be considered reasonable especially because the red flags raised by unnecessary depositions meant only to pad Class counsel’s lodestar.

I declare, under penalty of perjury, that I purchased carpet cushion and/or underlay and polyurethane pads from defendants during the class period.

Very truly yours,

Michael Narkin
85391 Chezem Road
Eugene, OR 97405
541-852-5507
mpilot2001@aol.com

cc Daniel R. Warncke
Joe Rebein
James H. Walsh
William A. Isaacson
Stephen R. Neuwirth
EXHIBIT L
EXHIBIT A
IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE FLONASE ANTITRUST LITIGATION

THIS DOCUMENT RELATES TO:
Indirect Purchaser Actions

CIVIL ACTION
No. 08-3301

MEDICAL MUTUAL OF OHIO,
on behalf of itself and all others
similarly situated,
Plaintiff

v.

CIVIL ACTION
No. 12-4212

SMITHKLINE BEECHAM CORPORATION d/b/a
GLAXOSMITHKLINE plc,
Defendant

ORDER

AND NOW, this ___20th___ day of June, 2013, it is ORDERED that Plaintiffs’ Motion to Strike the Objections, for Sanctions, For Contempt, and for Imposition of a Bond in the Event that the Objectors File an Appeal (Dkt. 08-3301 Doc. No. 586; Dkt. 12-4212 Doc. No. 23) is GRANTED IN PART and DENIED IN PART, as follows:

1. The motion to strike the objections is GRANTED. The objections filed by or on behalf of Jill Jan (Dkt. 08-3301 Doc. No. 580) and James F. Payton (Dkt. 08-3301 Doc. No. 584) are STRICKEN for failure to comply with the minimum procedural requirements, including failure to demonstrate membership in the class, as explained in the Memorandum approving final settlement (Dkt. 08-3301 Doc. No. 605; Dkt. 12-4212 Doc. No. 33);

2. The motion for sanctions is DENIED, as stated on the record during the hearing held June 3, 2013;
3. The motion for holding objectors and counsel in contempt is DENIED, as stated on the record during the hearing held June 3, 2013;

4. The request that objectors and their counsel pay attorneys’ costs related to responding to the objections is DENIED.

5. The motion for an appeal bond is GRANTED. In the event that either or both of the objectors file(s) a notice of appeal related to this order, any order granting final approval to the settlement, and/or any order regarding class counsel’s request for fees, expenses, and incentive awards, the appealing objector(s) must post an appeal bond in the amount of $25,000 within 10 business days after the notice of appeal is filed.

s/Anita B. Brody

____________________________________
ANITA B. BRODY, J.

Copies VIA ECF on ________ to:  Copies MAILED on ______ to: