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11	Four Embarcadero Center, Suite 1400	
12	San Francisco, CA 94104 Telephone: (415) 766-3534	
13	Facsimile: (415) 402-0058	
14	Co-Lead Counsel for Plaintiff and the Class	
15	SUPERIOR COURT OF THE STATE OF CALIFORNIA	
16	COUNTY OI	SANTA CLARA
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	IN RE MAXAR TECHNOLOGIES, INC.	SANTA CLARA Case No. 19CV357070
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We, Adam E. Polk and David W. Hall, declare as follows:

- 1. We are attorneys duly licensed to practice before all the courts of the State of California. We are members of the law firm Girard Sharp LLP ("Girard Sharp") and Hedin Hall LLP ("Hedin Hall"), respectively. We have personal knowledge of the matters stated herein based on our work on this lawsuit, and, if called upon, we could and would competently testify thereto.
- 2. We submit this joint declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. The motion seeks: (a) preliminary approval of the Settlement set forth in the Stipulation of Settlement dated May 5, 2023 (the "Stipulation" or "Settlement"), which provides for a cash Settlement in the amount of \$36,500,000; (b) approval of the proposed form and method of providing notice to the Class of the proposed Settlement; and (c) setting of a Settlement Fairness Hearing and relevant deadlines related thereto.²
- 3. Attached hereto as **Exhibit 1** is a true and correct copy of the Stipulation of Settlement entered into between the parties of this litigation.
- a. Attached to the Stipulation as **Exhibit 1.A** is a true and correct copy of the [Proposed] Order Preliminarily Approving Settlement and Providing for Notice.
- b. Attached to the Stipulation as **Exhibit 1.A-1** is a true and correct copy of the Notice of the Proposed Class Action and Settlement.
- c. Attached to the Stipulation as **Exhibit 1.A-2** is a true and correct copy of the Proof of Claim and Release.
- d. Attached to the Stipulation as **Exhibit 1.A-3** is a true and correct copy of the Summary Notice of the Proposed Class Action.

¹ For convenience, Girard Sharp and Hedin Hall are referred to in this Declaration as "Co-Lead Counsel," "Plaintiff's Counsel" or "we."

² All capitalized terms not otherwise defined shall have the same meaning as set forth in the Stipulation. Citations are omitted and emphasis is added throughout unless otherwise indicated.

- e. Attached to the Stipulation as **Exhibit 1.B** is a true and correct copy of the [Proposed] Judgment and Order Granting Final Approval of Class Action Settlement.
- 4. Attached hereto as **Exhibit 2** is a true and correct copy of the Declaration of Plaintiff Michael McCurdy in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.
- 5. Attached hereto as **Exhibit 3** is a true and correct copy of Girard Sharp LLP's firm resume.
- 6. Attached hereto as **Exhibit 4** is a true and correct copy of Hedin Hall LLP's firm resume.

I. RELEVANT PROCEDURAL HISTORY AND SUMMARY OF PLAINTIFF'S CLAIMS

- 7. This is a securities class action against Defendants that asserts claims under §§ 11, 12(a)(2) and 15 of the Securities Act of 1933. The Action is brought on behalf of all persons who acquired Maxar common stock in exchange for DigitalGlobe common stock pursuant to the Offering Materials issued in connection with Maxar's October 2017 acquisition of DigitalGlobe. The Court certified this case as a class action on August 20, 2021.
- 8. Plaintiff alleges that Defendants violated §§ 11, 12(a)(2) and 15 of the Securities Act by reason of material misrepresentations and omissions in the registration statement and prospectus issued in connection with the Merger. Specifically, Plaintiff alleges that the Offering Materials misrepresented and omitted material facts regarding Maxar's business, including that: (1) there were significant indicators of impairment of Maxar's assets, particularly in its Communications, SSL, and geostationary satellite communications businesses; (2) Maxar had not adequately tested for impairment; (3) GeoComm was severely impaired as of the date of the Offering Materials; (4) Maxar was not complying with IFRS accounting standards, including related to impairment testing; and (5) risks that Maxar characterized as hypothetical had already materialized at the time of the Merger.

(See generally Complaint.) Defendants have denied, and continue to deny, these allegations and that there was any violation of the Securities Act.

- 9. On October 21, 2019, Plaintiff commenced this action against Defendants in the Superior Court of California, County of Santa Clara, alleging Defendants violated §§ 11, 12(a)(2) and 15 of the Securities Act in connection with Maxar's October 2017 merger and acquisition of DigitalGlobe.
- 10. On January 31, 2020, the Court appointed Girard Sharp and Hedin Hall as Co-Lead Counsel and set a schedule for amending and responding to the complaint. On April 30, 2020, Plaintiff filed the operative complaint.
- 11. On June 29, 2020, Defendants moved to stay the case. On September 29, 2020, the Court issued an order denying the motion to stay and directed the parties to meet and confer as to coordinating discovery with *Oregon Laborers Employers Pension Trust Fund v. Maxar Tech., Inc.*, No. 19-cv-0124 (D. Colo.).
- 12. On November 10, 2020, Defendants filed a demurrer to the operative complaint. Plaintiff opposed the demurrer on December 8, 2020, and Defendants filed their reply on December 22, 2020. On January 14, 2021, the Court held a hearing on the demurrer. The Court entered an order on January 24, 2021, overruling in part and sustaining in part the demurrer.
 - 13. On March 5, 2021, Defendants filed their answer to the Complaint.
- 14. On May 28, 2021, Plaintiff filed a motion for class certification. On August 5, 2021, Defendants filed a statement of non-opposition. On August 20, 2021, the Court issued an order certifying the Class, appointing Plaintiff Michael McCurdy as class representative, and appointing Girard Sharp and Hedin Hall as co-lead class counsel.
- 15. Counsel for Plaintiff has engaged in voluminous discovery throughout this litigation, including reviewing hundreds of thousands of pages of documents and taking 20 depositions. The Parties also conducted extensive expert discovery that included the retention, preparation, and disclosure of expert witness reports on a range of complex issues.

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PLAINTIFF'S WORK ON BEHALF OF THE CLASS II.

- 16. Plaintiff and Co-Lead Counsel have diligently prosecuted this Action since its commencement on October 21, 2019 to the present. Among other work, Plaintiff and Co-Lead Counsel:
- conducted an extensive pre-commencement investigation of Defendants' a. actions in connection with the Merger and the claims alleged in this Action and continued their investigation over the next five years. This included, inter alia, analyzing public filings, analyst reports, press releases, and documents concerning Defendants and third parties and researching the applicable law with respect to Plaintiff's claims against Defendants and the potential defenses thereto;
- b. continued their investigation over the next five years, through several amended pleadings; crafted and litigated formal, targeted written discovery requests; consulted at length with accounting, financial, and other subject matter experts; and briefed and presented oral argument on several contested procedural, discovery, and merits motions, demurrers, and other filings by Defendants. At every stage, Co-Lead Counsel continued their investigation into the claims, theories, and remedies alleged and sought in this action, and prepared thorough briefing in response to Defendants' numerous, often novel arguments and filings while also maintaining a professional and open line of communication with Defendants' counsel;
- engaged in extensive discovery efforts. In response to Plaintiff's discovery c. requests, Defendants produced over 584,000 pages of documents. Plaintiff also sought and obtained discovery from ten nonparties, including from foreign entities by means of letters rogatory, and those nonparties collectively produced over 41,000 pages of documents. Co-Lead Counsel reviewed hundreds of thousands of pages of documents during the course of the litigation. The Parties also engaged in numerous meet and confer conferences regarding discovery as well as many informal discovery conferences with the Court. Co-Lead Counsel prepared for and took 20 depositions: eight depositions in coordination with the Federal Action, and 12 additional depositions following the settlement of the Federal Action. Defendants also deposed Plaintiff;

- d. served four opening expert reports, retained expert consultants to analyze damages, causation, tracing and accounting issues, researched the applicable law with respect to the claims of Plaintiff and the Class against Defendants and the potential defenses thereto; and
- e. analyzed, briefed and presented evidence in support of the claims of the Class at three-full day mediations.

III. MEDIATION

- 17. The Parties participated in three full-day mediations supervised by two well-regarded mediators, the Honorable Layn R. Phillips (Ret.) and Gregory P. Lindstrom, both specializing in the mediation of similar securities class actions and other complex matters, in an effort to reach a resolution. During these negotiations the Parties were each represented by experienced securities litigation counsel well-versed in the facts and law at issue, who debated and fully explored the strengths and weaknesses of their respective claims and defenses.
- 18. On March 31, 2021, the Parties participated in a mediation before Mr. Lindstrom of Phillips ADR. Prior to the mediation, the Parties prepared, exchanged and provided to Mr. Lindstrom detailed mediation statements and exhibits setting forth their respective positions on the merits and damages. Plaintiff and Defendants exchanged comprehensive mediation statements (including numerous exhibits) detailing their respective positions, including an analysis of Plaintiff's and Defendants' theories of falsity, materiality, causation and damages, among other matters. Although the Parties negotiated in good faith, no settlement was reached and litigation continued.
- 19. On August 25, 2022, the Parties participated in a second mediation before Mr. Lindstrom and again prepared, exchanged, and provided detailed mediation statements setting forth their respective positions on the merits and damages. Again, no settlement was reached.
- 20. On March 3, 2023, the Parties attended a full-day in-person mediation with Judge Phillips and Mr. Lindstrom, after exchanging comprehensive mediation statements and exhibits. Although no agreement was reached at the March 3, 2023 mediation, the Parties continued to actively

negotiate toward settlement through the mediators, participating in numerous conference calls with Judge Phillips and Mr. Lindstrom.

- 21. The litigation and settlement efforts summarized above informed the Parties' hard fought, arm's-length negotiations that occurred over the course of more than two years. During these negotiations, Plaintiff's Counsel advanced Plaintiff's positions and were fully prepared to continue to litigate rather than accept a settlement that was not in the best interests of the Class. As a result of the zealous negotiations, the Parties fully understood the nuances of the disputed issues in the Action when they considered and on March 22, 2023, agreed to the mediators' proposal from Judge Phillips and Mr. Lindstrom for the monetary terms for a class settlement of this Action.
- 22. On March 23, 2023, the Parties signed a detailed term sheet and thereafter exchanged drafts of the Stipulation and the supporting settlement documents. The Stipulation and its incorporated exhibits constitute the final and binding agreement between the Parties.
- 23. The Settlement reflects careful consideration by the Parties of the benefits, burdens, and risks associated with the continued litigation of this Action. Plaintiff and Co-Lead Counsel's assessment of the propriety of the Settlement was informed by years of litigation, an intimate understanding of the strength and weaknesses of the Action, and continued investigation of and discovery into Defendants' conduct, the impairment and IFRS standards at issue, and all the underlying facts and contentions.

IV. STRENGTHS AND WEAKNESSES OF THE CASE

- 24. Co-Lead Counsel believe that this cash Settlement for \$36,500,000 is an excellent result for the Class.
- 25. Based on the extensive investigation and review of publicly available and confidential documents produced during discovery, including expert analysis of accounting, damages, tracing and other matters, Plaintiff believes that substantial evidence exists to support his claims. As discussed below, however, proceeding with this Action through summary judgment and/or trial would have

posed a number of real and substantial risks for the Class. Co-Lead Counsel carefully considered these risks in the years leading up to the Settlement and during the Parties' negotiations.

- 26. While Plaintiff strongly believes in the merit of his claims, success at further stages of litigation was far from certain. Defendants have vigorously argued that Plaintiff cannot demonstrate the falsity or materiality of the challenged statements in the Registration Statement. Defendants would likely continue to argue that the Offering Documents contained no material misrepresentations and in fact disclosed the very risks Plaintiff alleged were omitted. These issues have been heavily disputed throughout the Action and would present significant challenges to the Class prevailing at trial.
- 27. Plaintiff's burden at summary judgment and trial would require expert testimony on industry-specific issues, complex accounting standards, and damages. Even with the most competent experts in these fields, there could be no guarantee that Plaintiff would prevail on liability and damages. Defendants' experts would likely present opinions designed to establish affirmative defenses, such as the statute of limitations, negative causation, and due diligence, undermine Plaintiff's ability to demonstrate liability, and mitigate or eliminate damages.
- 28. Defendants would likely assert the statutory defense of negative causation. Under § 11(e) of the Securities Act, a defendant can reduce or eliminate damage through a showing that the false or misleading statement or omission alleged was not the cause of the Class's loss. After years of discovery, challenges related to loss causation can prove difficult to overcome at trial. *See, e.g.*, *Hubbard v. BankAtlantic Bancorp, Inc.*, 688 F.3d 712 (11th Cir. 2012) (affirming trial court's grant of judgment as a matter of law for defendants on the basis of loss causation, overturning jury verdict and award in plaintiff's favor). The risk of no recovery at all was a real possibility in this case. Even apart from the risks, the recovery obtained is tremendous in light of the alleged losses suffered by Class Members. Plaintiff estimates that the Settlement Amount represents between approximately

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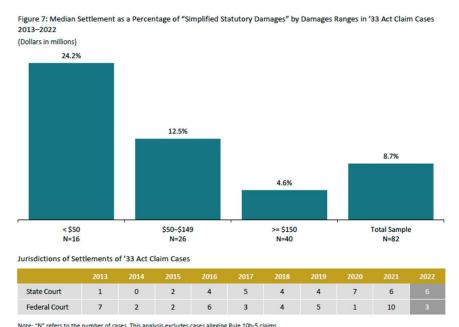
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40% and 65% of the Class's recoverable damages.³ Plaintiff derived his estimate in consultation with causation and damages experts on the basis of standard damages methodologies and accounting for Defendants' various negative causation and related damages arguments. Such a recovery significantly exceeds the median recovery in Securities Act class action cases. As the latest data from Cornerstone Research shows, the median recovery for Securities Act cases under Cornerstone's Statutory Damages formula is just 8.7% of statutory damages, as reflected in the following chart:⁴



³ Under § 11(e) of the Securities Act, damages are to be calculated as "the difference between the amount paid for the security (not exceeding the price at which the security was offered to the public) and (1) the value thereof as of the time such suit was brought, or (2) the price at which such security shall have been disposed of in the market before suit, or (3) the price at which such security shall have been disposed of after suit but before judgment if such damages shall be less than the damages representing the difference between the amount paid for the security (not exceeding the price at which the security was offered to the public) and the value thereof as of the time such suit was brought." 15 U.S.C. § 77k(e). For the § 12(a)(2) claim, stockholders may sue to "recover the consideration paid for such security with interest thereon, less the amount of any income received thereon, upon the tender of such security, or for damages if [they] no longer [own] the security." See 15 U.S.C. § 771 (a)(2). Plaintiff's § 15 claim is a "control person" liability claim and hence does not call for a separate calculation of damages, but instead simply makes any control person liable for any damages under §§ 11 or 12. Plaintiff has calculated damages under § 11 and believes the § 12 damages would be similar. Defendants have consistently maintained that the damages are vastly smaller than those estimated by Plaintiff.

⁴ The full report, entitled "Securities Class Action Settlements: 2022 Review and Analysis," is available at: https://www.cornerstone.com/wp-content/uploads/2023/03/Securities-Class-Action-Settlements-2022-Review-and-Analysis.pdf.

29. The outsized percentage recovery achieved here through the exhaustive efforts of Plaintiff and Co-Lead Counsel is particularly exceptional in light of the heightened causation and damages risks presented by the facts of this case. Even this exceptional percentage recovery likely undervalues the actual Settlement recovery. Unlike most Securities Act actions following a merger, here certain Defendants and related entities announced a go-private tender offer at near the same offering price as the Merger at the heart of this Action. While the Parties disputed the relevance and impact of these unusual developments upon liability and damages, Plaintiff properly assessed the risk that these uncommon circumstances would offset, extinguish, or otherwise result in the Class receiving a much smaller recovery if litigation were to proceed. Defendants would also argue that the declines in Maxar's stock price were caused in whole or part by factors other than the misrepresentations and omissions alleged by Plaintiff, and this risk was particularly acute on the facts of this case. Unlike certain cases where a single, easily cabined piece of news is followed by a single, directly attributable stock decline on a single day, in this case a wide array of information was disclosed by Defendants during the relevant time in connection with the relevant declines. To what extent particular stock declines were or were not attributable to the alleged misrepresentations and omissions, and further, to what extent, if any, confounding information in connection with certain dates and declines would need to be disaggregated, were hotly contested issues that were unlikely to be resolved without competing expert testimony and trial. If Plaintiff's arguments as to these issues were not accepted by the Court or a jury, in whole or part, the potential recovery could have been dramatically limited. Although Plaintiff retained a well-respected expert to address damages and causation under the circumstances of this case, Defendants similarly put forth their own experts who intended to argue the contrary. Ultimately, numerous issues of disclosure, materialization of the risk, leakage, ostensibly resulting stock price movement, stock market price versus stock value, negative causation, and damages would all be the subject of a complex "battle of the experts" and up to a jury to decide.

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- 30. Even if the Class were to prevail on any or all of the alleged claims at summary judgment and trial, and was awarded damages, Defendants would almost certainly appeal any opinion, verdict or award. The appeals process likely would take years, during which time the Class would receive no distribution at all. Of course, any appeal also would raise a risk of reversal, in which case a victory at the trial court level could nonetheless result in no recovery.
- 31. Although the collective risks were real, Plaintiff and Co-Lead Counsel proceeded undeterred by the novel issues, invested the time and resources to research and understand the strength of their claims and legal theories in this unique factual context, and thus were well-positioned to factor these risks into their assessment of the claims, defenses, and eventual Settlement.

V. THE SETTLEMENT IS IN THE BEST INTERESTS OF THE CLASS AND WARRANTS APPROVAL

- 32. California has a well-established public policy favoring compromises of litigation. *See Hamilton v. Oakland Sch. Dist. of Alameda Cnty.*, 219 Cal. 322, 329 (1933); *Cent. & W. Basin Water Replenishment Dist. v. S. Cal. Water Co.*, 109 Cal. App. 4th 891, 912 (2003). This policy is particularly compelling in class actions. *See 7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85 Cal. App. 4th 1135, 1152 (2000).
- 33. Approval of a class action settlement is comprised of three steps. See Manual for Complex Litigation (Fourth) §21.632 (2004); Luckey v. Superior Court, 228 Cal. App. 4th 81, 93 (2014). First, the plaintiff must move for preliminary approval of the settlement, requesting permission to provide notice of the settlement to the class. See Cal. R. Ct. 3.769(c). Second, the plaintiff must disseminate notice to class members informing them of the proposed settlement and their right to object. See Cal. R. Ct. 3.769(f). Third, the court holds a final fairness hearing during which it considers the fairness, adequacy, and reasonableness of the settlement. See Cal. R. Ct. 3.769(g); see also Carter v. City of Los Angeles, 224 Cal. App. 4th 808, 820 (2014) (explaining three steps for approval of settlement).

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- 34. Plaintiff has reached the first step in the process, and is now requesting that the Court preliminarily approve the Settlement. Although no California code provision defines the standard for preliminary approval of a class action settlement, California courts have long adopted and applied the procedures and standards developed in the federal courts. *See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 n.7 (1996). So, in determining whether to grant preliminary approval, the Court considers whether "the proposed settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class, and falls within the range of possible [judicial] approval." 4 *Rubenstein & Newberg on Class Actions* § 13:13 (5th ed. 2014) (quoting *Manual for Complex Litigation (Second)* § 30.44 (1985)). Plaintiff believes the Settlement satisfies this criteria.
- 35. While Plaintiff strongly believes in the merits of his claims, Defendants equally insist that Plaintiff's claims have little or no merit. There was a significant risk that Defendants might have prevailed at summary judgment or at trial. Plaintiff also faced the risk that the jury would not be convinced by the evidence presented in support of liability or damages. And, even were the Class to have prevailed at trial, Defendants likely would have moved to overturn the verdict or appealed, adding years to the duration of the case in which no Class member would have received any recovery.
- 36. Overall, considering the risks both sides faced at summary judgment and trial, as well as the amount of the Settlement relative to maximum potential damages, Plaintiff and Co-Lead Counsel reached the well-informed conclusion that this Settlement is in the best interest of the Class. The Settlement provides substantial cash benefits to Class Members now, eliminating the risks and expenses of protracted, uncertain litigation.
- 37. Having considered all of the foregoing, and evaluating Defendants' likely defenses, it is the informed judgment of Plaintiff's Counsel, based upon all proceedings to date and their extensive experience in litigating shareholder class actions, that the Settlement of this matter is fair, reasonable and adequate, and in the best interests of the Class.

VI. ADDITIONAL INFORMATION PROVIDED IN ACCORDANCE WITH THIS COURT'S GUIDELINES FOR CLASS SETTLEMENT APPROVAL MOTIONS

38. In compliance with this Court's Guidelines for Motions Relating to Preliminary and Final Approval of Class Actions, we provide further information relevant to Co-Lead Counsel's experience litigating complex shareholder class actions. Many additional complex cases handled by the firms are described in our respective firm resumes; the following are representative examples of Girard Sharp's and Hedin Hall's experience and success in securities class actions:

- In re Lehman Brothers Equity/Debt Securities Litigation, No. 08-Civ-5523 (S.D.N.Y.). Girard Sharp was appointed class counsel for a certified class of retail investors in structured products sold by UBS Financial Services, Inc., following the collapse of Lehman Brothers Holdings, Inc. in the largest bankruptcy in American history. The plaintiffs alleged that UBS misrepresented Lehman's financial condition and failed to disclose that the "principal protection" feature of many of the notes depended upon Lehman's solvency. Girard Sharp negotiated a settlement that established a \$120 million fund to resolve these claims.
- In re CannTrust Holdings, Inc. Securities Litigation, No. 1:19-cv-06396-JPO (S.D.N.Y.). Girard Sharp represented investors in California state court against officers, directors and underwriters involved with a Canada-based cannabis operation that was running unregistered "grows." Coordinated with litigation in Canada, the CannTrust case settled for \$83 million.
- Daccache v. Raymond James Financial, Inc., No. 1:16-cb-21575-FAM (S.D. Fla.). Girard Sharp served as a member of the leadership team representing investors in various Jay Peak EB-5 Immigrant Investor Program project offerings. The investors' funds were diverted and misappropriated instead of being applied to the intended project to develop the area surrounding the Jay Peak Ski Resort. In June 2017, the court approved a settlement of \$150 million for the investors.
- In re Oppenheimer Rochester Funds Group Securities Litigation, No. 09-md-02063-JLK (D. Colo). Girard Sharp represented investors who were misled by the Oppenheimer California Municipal Bond Fund about the investment risks associated with the fund's holdings. On November 6, 2017, the Honorable John L. Kane approved a \$50.75 million settlement for the investors.
- Plymouth Cty. Ret. Sys. v. Impinj, Inc., Index No. 650629/2019 (N.Y. Sup. Ct., N.Y. Cnty.). Hedin Hall obtained a \$20 million aggregate recovery as co-lead counsel for an investor class under the Securities Act of 1933.
- Plutte v. Sea Ltd., Index No. 655436/2018 (N.Y. Sup. Ct., N.Y. Cnty.). Hedin Hall obtained a \$10.75 million settlement for an investor class.
- *In re EverQuote, Inc. Sec. Litig.*, Index No. 650907/2019 (N.Y. Sup. Ct., N.Y. Cnty.). Hedin Hall secured a \$4.75 million settlement for an investor class.

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- 39. Exhibits 3 and 4 are the firm resumes of Girard Sharp and Hedin Hall, respectively, which set forth the qualifications of Co-Lead Counsel and provide additional information about similar past cases that our firms brought to a successful result.
- 40. **NOTICE PLAN** In further compliance with this Court's Guidelines for Motions Relating to Preliminary and Final Approval of Class Actions, we aver that notice to Class Members will be provided by first class mail, with skip tracing performed on returned letters and the re-mailing of notices to members for whom new addresses can be found. The Notice will be mailed by first-class mail to all persons who are within the definition of the Class and whose names and addresses can be identified from Maxar's transfer records. In addition, the Claims Administrator will send letters to entities which commonly hold securities in "street name" as nominees for the benefit of their customers who are the beneficial holders of the shares. The Parties further propose to supplement the mailed Notice with a Summary Notice to be published in *The Wall Street Journal* and a national newswire service. The Notices are attached to the Stipulation as Exhibits 1.A-1 and 1.A-3. The Claims Administrator will also establish a dedicated website where relevant information and documents can be found, as well as a toll-free telephone number for putative Class Members to call with any questions.
- 41. **CLAIM REQUIREMENT** Pursuant to the Settlement, Class Members are required to submit a Proof of Claim in order to receive their *pro rata* share of the Net Settlement Fund. A Proof of Claim form is necessary to verify the Class Member's number of qualifying shares, and their corresponding *pro rata* settlement payment. Submission of a Proof of Claim Form allows the Claims Administrator to determine the validity of the claims, and Class Members will be able to confirm that they wish to participate in the Settlement and receive additional mailings from the Claims Administrator.
- 42. **CLAIMS ADMINISTRATOR** Plaintiff proposes that the Court appoint A.B. Data, Ltd. ("A.B. Data") as the Claims Administrator for the Settlement. A.B. Data has already been

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approved in connection with class certification notice earlier in this Action, and has served as a trusted and efficient class action claims administrator for over 30 years. See

https://abdataclassaction.com/about-us/our-story/; https://abdataclassaction.com/2021/09/a-b-data-remains-a-top-claims-administrator-for-2020/.

VII. CO-LEAD COUNSEL'S FEES AND EXPENSES

- 43. Co-Lead Counsel will seek an award of attorneys' fees not to exceed 35% of the Settlement Amount, plus reasonable litigation expenses and notice and settlement administration costs.
- 44. Co-Lead Counsel will detail their work, hours, lodestar, and expenses in their motion for an award of attorneys' fees and costs and will provide the Court with information necessary to determine the adequacy of the requested awards based on the percentage of fund method with a lodestar cross-check.

VIII. SERVICE AWARD

45. Co-Lead Counsel will also seek a service award to be awarded to Plaintiff, not to exceed \$10,000, to be paid out of the Settlement Amount. Plaintiff understood and carried out his responsibilities in serving as a Class Representative, participated in this litigation from its inception, spent time providing valuable information to Co-Lead Counsel in connection with investigating and developing the claims in this action, reviewed and approved documents including the Complaint and the Stipulation, and participated in discovery by reviewing discovery requests, producing documents, providing several rounds of written discovery responses, and preparing and sitting for his deposition, in addition to vigorously pursuing the litigation on behalf of the Class.

* * *

46. For all the reasons provided, we strongly support the Settlement and believe it represents an outstanding result for the Class. As such, we respectfully request that the Court preliminarily approve the proposed Settlement and enter the Preliminary Approval Order.

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2	I declare under penalty of perjury under the laws of the State of California that the foregoing	
3	is true and correct. Executed on May 5, 2023, at San Francisco, California.	
4	/s/ Adam E. Polk	
5	Adam E. Polk	
6		
7	I declare under penalty of perjury under the laws of the United States that the foregoing is	
8	true and correct. Executed on May 5, 2023, at San Francisco, California.	
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10	/s/ David W. Hall	
11	David W. Hall	
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28 I	I JOINT DECL. OF ADAM E. POLK AND DAVID W. HALL IN SUPPORT OF PLAINTIFF'S	

MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

CERTIFICATE OF SERVICE

I hereby certify that on May 5, 2023, I served the foregoing document on all counsel on record through One Legal LLC's e-filing system.

/s/ Adam E. Polk