

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA**

ROBERT J. STENGL, DANIEL)
WILL, GARY K. COLLEY,)
LESLIE D. DIAZ, AMAYA)
JOHNSON, WILLIAM A.)
MCKINLEY and JOHN KARIPAS,)
individually and on behalf of all)
others similarly situated,)

Plaintiffs,

v.

L3HARRIS TECHNOLOGIES,)
INC., THE BOARD OF)
DIRECTORS OF L3HARRIS)
TECHNOLOGIES, INC., THE)
INVESTMENT COMMITTEE OF)
L3HARRIS TECHNOLOGIES,)
INC. and JOHN DOES 1-30.)

Defendants.

) **CASE NO:**
) **6:22-cv-00572-PGB-LHP**

**DECLARATION OF MARK K. GYANDOH IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND MOTION FOR AWARD OF ATTORNEYS'
FEES AND REIMBURSEMENT OF EXPENSES AND PLAINTIFFS' CASE
CONTRIBUTION AWARDS**

I, Mark K. Gyandoh, Esquire, as Class Counsel, declare as follows:

1. I am a member in good standing of the bars of the Commonwealth of Pennsylvania and state of New Jersey, and have personal knowledge of the facts set forth below and, if called as a witness, I could and would testify competently thereto.

2. I am a partner at Capozzi Adler, P.C., and chair of the Fiduciary Practice Group, and have been the lead attorney for my firm in this litigation representing Plaintiffs and the proposed Settlement Class in the above-captioned action.

Procedural History

3. Before initiating this action, Plaintiffs consulted with their in-house experts, reviewed publicly filed Plan documents, and the Plaintiffs' personal account information.

4. On February 25, 2021, prior to filing suit, Plaintiffs requested numerous documents and information from Defendants pursuant to Section 104(b)(4) of ERISA to which Defendants responded on March 17, 2021.

5. Plaintiffs then began the process to exhaust administrative remedies prior to filing an ERISA fiduciary breach suit pursuant to *Lanfear v. Home Depot*, 536 F.3d 1217 (11th Cir. 2008). On November 22, 2021, Plaintiffs' Counsel sent the Plan Administrator for the L3 Technologies Master Savings Plan an administrative demand package containing their anticipated complaint detailing allegations of Defendants' breaches of fiduciary duties, requests for all documents and information relevant to the claims.

6. Subsequently, Plaintiffs, Robert J. Stengl, Daniel Will, Gary K. Colley, Leslie D. Diaz, Amaya Johnson, William A. McKinley, and John Karipas filed a Class Action Complaint on March 18, 2022 (ECF No. 1) against the Plan sponsor, Defendant L3Harris Technologies, Inc., the Board of Directors of L3Harris Technologies, Inc. and the Investment Committee of L3Harris Technologies, Inc.

7. Plaintiffs filed an Amended Complaint on July 14, 2022 (ECF No. 40).

8. Plaintiffs' claims fell under three main theories of liability: (1) Defendants failed to objectively and adequately review the Plan's investment portfolio with due care to ensure that each investment option was prudent, in terms of cost; (2) Defendants maintained certain funds in the Plan despite the availability of identical or materially similar investment options with lower costs and/or better performance histories; and (3) Defendants failed to control the Plan's administrative and recordkeeping costs. (Am. Compl. ¶19).

9. Defendants filed a Motion to Dismiss the Amended Complaint on June 24, 2022 (ECF No. 43).

10. On July 15, 2022, Plaintiffs filed their opposition, and on July 28, 2022, Defendants filed their reply. (ECF Nos. 49 and 53, respectively). On March 24, 2023, the Court denied Defendants' Motion to Dismiss in its entirety. (ECF NO. 72).

11. Plaintiffs filed an Unopposed Motion for Class Certification on November 28, 2022, which this Court granted on June 5, 2023 (ECF Nos. 63 and 92).

12. Defendants filed a Motion for Summary Judgment and a Motion to Exclude Plaintiffs' Expert Testimony on September 15, 2023 (ECF Nos. 99 and 97 respectively).

13. Plaintiffs filed their Oppositions to Defendants' Motion for Summary Judgment and Defendants' Motion to Exclude Plaintiffs' Expert Testimony (ECF Nos. 102 and 103 respectively) on October 6, 2023.

14. Defendants filed their Reply Briefs in Support of their Motion for Summary Judgment and Motion to Exclude Plaintiffs' Expert Testimony (ECF Nos. 107 and 106 respectively) on October 20, 2023.

15. On September 18, 2023, the Parties voluntarily attended a mediation session with Jay Cohen, Esquire. On September 27, 2023, the Parties filed a Joint Notice of Mediation (ECF Nos. 101 and 101-1) informing the Court that the Parties had reached an impasse.

16. On December 21, 2023, the Parties attend a second mediation session with Jay Cohen, Esquire. The session was successful and on December 22, 2023, the Parties filed a Joint Notice of Resolution. (ECF No. 112).

Discovery Practice

17. On May 27, 2022, Plaintiffs and Defendants served Initial Disclosures.

18. In May of 2023, Plaintiffs' Production of Documents were served on Defendants.

19. Defendants produced over 16,422 pages of documents, which Plaintiffs reviewed extensively with their experts.

20. Plaintiffs produced expert and rebuttal reports of Michael DiCenso.

21. Defendants produced the expert reports of Steven Gissiner, Russell Wermers, and Steven Case. Defendants also produced the rebuttal report of Russell Wermers.

22. Defendants conducted depositions of Plaintiffs' Expert, Michael DiCenso, and plaintiffs Johnson, Diaz, Colley, McKinley, Will, Stengl, and Karipas.

23. Plaintiffs deposed two Committee members and Defendants' three expert witnesses, Steve Gissiner, Steven Case, and Russell Wermers.

Settlement Negotiations

24. On May 21, 2023, Plaintiffs sent Defendants their initial settlement demand based on the Amended Complaint and information available to Plaintiffs.

25. Throughout this process, Plaintiffs consulted with experts regarding the extent of damages the Plan sustained as a result of Defendants' alleged breaches of fiduciary duty. After reviewing all of the relevant information, including documents produced by Defendants and their experts, Plaintiffs' Counsel evaluated numerous damages scenarios involving the claims in the case. Regarding the investment funds claim, Defendants made strenuous arguments in their motions for summary judgment and to exclude Plaintiffs' expert that there were no damages resulting from the investment funds claim. (*See* ECF Nos. 97-99). Taking Defendants' arguments into due consideration, Plaintiffs believed their most realistic viable claims related to the recordkeeping claim which Plaintiffs estimated to have a maximum potential value of just under \$3 million. Of course, Defendants also strenuously argued Plaintiffs suffered no damages under the recordkeeping claim.

26. During mediation, the Parties arrived at a settlement in principle, settling this matter for \$650,000.00. Several weeks of negotiations followed to finalize the terms of the Settlement Agreement. That Settlement Agreement, inclusive of exhibits, was finalized and executed as of March 1, 2024. It is attached here as Exhibit 1. Based on the aforementioned negotiations and exchange of information, the Parties were

able to negotiate a fair settlement that they believe to be in their respective best interests.

27. It is Plaintiffs' counsel's opinion that the proposed settlement is fair and reasonable.

The Settlement Terms

28. The Settlement provides for payment of \$650,000.00 – the Settlement Amount – to be allocated to participants on a *pro-rata* basis pursuant to the proposed Plan of Allocation (*see* Exhibit C to Settlement Agreement) in exchange for releases and dismissal of this Action.

29. The Settlement Amount will be used to pay the participants' recoveries, administrative expenses to facilitate the Settlement, and Plaintiffs' counsel's attorneys' fees and costs, and Class Representatives' Compensation if awarded by the Court.

30. The Class Members include all individuals in the Settlement Class, or:

All persons, except Defendants and their immediate family members, who were participants in or beneficiaries of the L3 Technologies Master Savings Plan, which was formerly known as the L-3 Communications Master Savings Plan, from November 23, 2015 through December 31, 2019.

See Preliminary Approval Order (ECF No. 118), ¶ 6.

31. Class Period means the period from November 23, 2015, through December 31, 2019. *Id.*

32. Class Counsel intends to seek to recover their attorneys' fees not to exceed one third of the Gross Settlement Amount (a maximum amount of \$216,645).

33. Class Counsel also intends to seek to recover reasonable litigation costs and expenses of \$71,696.37 advanced and carried by Class Counsel for the duration of this litigation.

34. The Distributable Settlement Amount (money remaining after payment of attorneys' fees and expenses, Administration Costs, and other Court-approved or defined costs in the Settlement Agreement) will be allocated to each Class Member in proportion to the sum of that Class Member's balance as compared to the sum of the Balance for all Class Members. *See* Exhibit 1, the Settlement Agreement, at Plan of Allocation at II.C. Former Participants who are entitled to a distribution of \$5.00 or less (the Former Participant De Minimis Amount) will not receive a distribution from the Distributable Settlement Amount. *Id.* at II.D. For a Settlement Class Member whose account in the Current Plan has a positive balance as of the calculation of the Final Entitlement Amount, the Final Entitlement Amount will be allocated into his or her account in the Current Plan. *Id.* at II.E). Former Participants shall be paid directly by the Settlement Administrator by check. *Id.* at II.F.

Settlement Notice

35. The Court approved Class Counsel's selection of Analytics Consulting, LLC ("Analytics") as settlement and notice administrator and duly appointed Analytics as the Settlement Administrator. *See* Preliminary Approval Order, ¶ 18.

36. Analytics has submitted a declaration testifying to their efforts regarding sending notice to the Settlement Class. *See* Declaration of Settlement Administrator (attached as Exhibit 2).

37. On March 21, 2024, Defendants provided Analytics with spreadsheets containing, among other information, the names, mailing addresses, and social security numbers for a total of 76,247 unique Settlement Class Members. Mitchell Decl., ¶ 6. Notice was mailed, by first-class mail, on April 25, 2024. *Id.* at ¶ 8.

38. Analytics updated the Settlement Class Member address information by cross-referencing it with the U.S. Postal Service National Change of Address database. *Id.* at ¶ 7.

39. As of May 17, 2024, “out of 76,247 Postcard Notices that were mailed by first-class mail, only 730 (approximately .96%) were ultimately undeliverable.” *Id.* at ¶ 11.

40. The notice program apprised Settlement Class members of the terms of the Settlement and of their right to object to any or all of the terms of the Settlement, Plan of Allocation, Case Contribution Awards, or to Class Counsel’s motion for award of attorneys’ fees and reimbursement of litigation expenses. The Class Notice was also posted on a dedicated website – www.401kplansettlement.com – through which the public and the Plan’s current and former participants could view copies of important case documents, including the Settlement Agreement with Exhibits, and the date and time of the Fairness Hearing. *Id.* at ¶ 12.

41. From February 26, 2024, to the present, Analytics has also maintained a toll-free telephone support line for Class Members that provides an interactive voice response system (“IVR system”) to answer calls and provides callers the option of speaking with a live operator if they prefer. *Id.* at 13.

42. To date, Analytics is unaware of any objections filed. *Id.* at. ¶ 14.

Class Counsel's Requested Fee and Expense Awards is Fair and Reasonable

43. As detailed in the accompanying Fee Memorandum, Class Counsel believes that Class Counsel's request for attorneys' fees readily satisfies the relevant factors in the Eleventh Circuit.

44. This was a vigorously prosecuted case which involved considerable time and resources investigating the action, reviewing and analyzing documents produced through informal discovery, and negotiating an excellent result for the Settlement Class at mediation.

45. Class Counsel undertook this action aware of the possibility they could be left uncompensated for their time and out-of-pocket expenses.

46. The recovery of \$650,000.00 in this case was achieved through the skill, work, dedication, and effective advocacy of Class Counsel who leaned on their decades of experience with complex ERISA class action litigation of this type.

47. As payment for services rendered in achieving such a result, Class Counsel seeks an award of attorneys' fees in the amount of \$216,645.00 plus reimbursement of expenses reasonably incurred by Class Counsel. Class Counsel's efforts since the inception of this case has been without compensation of any kind and their fee has been wholly contingent upon the result achieved.

48. In this action, attorneys' fees equaling thirty-three and one third (33 1/3%) percent of the Settlement Fund results in a fair and reasonable fee, especially

given that the monetary result provides a benefit to the Settlement Class, and society has an interest that the wrongdoing alleged is prevented in the future.

49. As lead Plaintiffs' attorney, I personally managed, delegated, and supervised the allocation of personnel and expenses employed by my firm in this case. We have aggressively, efficiently, and vigorously prosecuted this case and represented the best interest of the Plaintiffs and the participants and beneficiaries of the Plan. Over the course of the litigation, we have incurred the following expenses:

Expense Category	Amount
FedEx	\$50.61
Expert Fees	\$33,600.00
Mediation	\$475.00
Court Filing Costs	\$1,602.00
Local Counsel	\$600.00
Subpoena Services	\$136.20
Deposition Transcripts	\$24,173.05
Travel Expenses	\$2,314.31
Westlaw and other Research	\$3,793.45
E-Discovery Fees	\$4,951.75
Total	\$71,696.37

50. The expenses listed above were actually incurred in the litigation of this case as reflected in the books and records of Capozzi Adler. These books and records are prepared from receipts, expense vouchers, check records, and other documents and are an accurate record of the expenses. These expenses were necessary to the

prosecution and settlement of the case, and are of the type that would be billed to hourly clients of the firm. The firm's hours and lodestar devoted to this matter, as of May 15, 2024, are as follows:

Name	Position	Hourly Rate	Hours	Total
Mark K. Gyandoh	Partner	\$900	211.6	\$190,440.00
Donald R. Reavey	Partner	\$885	189.5	\$167,707.50
James Wells	Partner	\$700	291.1	\$203,770.00
Gabrielle P. Kelerchian	Mid-Level Associate	\$550	32	\$17,600.00
Brandon Williams	Mid-Level Associate	\$550	28.8	\$15,840.00
Thomas Sinclair	Mid-Level Associate	\$550	194.4	\$106,920.00
Linda Gussler	Paralegal	\$350	175.5	\$61,425.00
Lauren Phillips	Paralegal	\$335	34.4	\$11,524.00
Jessica Murphy	E-Discovery Paralegal	\$250	58.6	\$14,650.00
Raashira Ragland	Legal Assistant	\$250	11.5	\$2,875.00
Giulia Conboy	Paid Legal Intern	\$250	36	\$9,000.00
Tina Scheetz	Paralegal	\$335	11.8	\$3,953.00
Total			1,275.20	\$805,704.50

51. The above table is based on my firm's contemporaneous time records, and breaks out the hours and rates for each attorney, paralegal and professional staff.

52. Details and material supporting the time records and expenses referenced in this declaration are available upon the request of the Court.

53. I reviewed the time printouts to confirm both the accuracy of the entries on the printouts as well as the necessity for and reasonableness of the time commitment to the litigation. Based on this review, I believe the time reflected in my firm's lodestar calculation is reasonable in amount and was necessary for the effective and efficient prosecution and resolution of the litigation. Capozzi Adler litigated this case on a wholly contingent basis and the hourly rates shown for the attorneys and paraprofessionals at my firm are the current hourly rates for contingent matters. These rates are in line with those charged by other firms in the field of nationwide ERISA class action work and have been approved by courts in numerous cases. Moreover, the rates are reasonable in comparison to the firms that defend nationwide ERISA class action cases.

54. In total, Class Counsel has spent 1,275.20 hours on this case with a corresponding lodestar of \$805,704.50. Meaning Class Counsel's multiplier in this action is .27, well below the range approved in other matters as addressed in the Fee Memorandum. All unreimbursed expenses were \$71,696.37.

55. The time entries above do not include future time that will be spent on this case to communicate with Settlement Class Members and monitor Defendants' compliance with the Settlement, among other things. It also does not include time that will be spent on preparation for and the interview with the Independent Fiduciary

with respect to its review of the Settlement, or preparation for and attendance at the Fairness Hearing.

56. Without the Action, it is highly unlikely that individual claimants would have had the resources to pursue claims of this magnitude. Protecting the retirement funds of employees, and obtaining recompense when those funds are mismanaged, is in the public interest and supports the fee award sought.

57. As discussed in the accompanying Plaintiffs' Memorandum of Law in Support of Motion for Final Approval of Settlement Agreement and Fee memorandum, as a result of diligent efforts and their skill and expertise, Class Counsel was able to negotiate an excellent Settlement for the Settlement Class.

Capozzi Adler's Hourly Rates Compare Favorably to Their Peers

58. For its contingency practice, Capozzi Adler charges partner rates of \$700 to \$900 per hour; mid-level associate rates of \$550 per hour; and paralegal and professional staff rates that range from \$335 to \$350 per hour. More junior support staff are billed at \$250 per hour. These hourly rates are commensurate with the firm's degree of skill, experience, and reputation. Each member of Capozzi Adler's Fiduciary Practice Group has the requisite experience to command their hourly rates.

59. In the course of my 19-year nationwide ERISA practice, I have worked with most if not all firms that have a national ERISA class action practice. In my experience, while there are invariably differences in rates between different firms – and even between rates for lawyers within the same firm with the same number of years of practice – Capozzi Adler's rates are broadly in line with rates of other firms with

nationwide class action practices, that have been the basis for awards of fees in courts around the country.

60. Four of these firms that I have worked for, or with, in the past recently filed declarations in support of a fee petition in *Beach, et al. v. JPMorgan Chase Bank, N.A. et al.*, No. 1:17-cv-00563 (S.D.N.Y.). Like this Action, *Beach* involved allegations that JPMorgan Chase breached its fiduciary duties under ERISA to participants in the JPMorgan Chase retirement plan. *Id.* Plaintiffs' counsel's declarations demonstrate attorneys and staff in their offices charge similar rates as Capozzi Adler.

61. My former firm Kessler Topaz Meltzer & Check, LLP (KTMC), a Pennsylvania based firm like Capozzi Adler, charges partner rates that range from \$700 to \$920; associate rates that range from \$400 to \$505; paralegal rates that range from \$250 to \$275; and professional staff rates of \$250. *See* Exhibit 3 (Excerpts of KTMC declaration).

62. Nichols Kaster, PLLP, a Minnesota-based firm with a national ERISA practice, charges partner rates that range from \$775 to \$875; associate rates that range from \$425 to \$575; paralegal and professional staff rates of \$250. *See* Exhibit 4 (Excerpts of Nichols Kaster declaration).

63. Keller Rohrback L.L.P., a Washington State-based firm with a national ERISA practice, charges partner rates that range from \$765 to \$1,035; associate rates that range from \$400 to \$650; and professional staff rates that range from \$225 to \$325. *See* Exhibit 5 (Excerpts of Keller Rohrback declaration)

64. Robbins Geller Rudman & Dowd LLP, with an office in the state of New York and a national ERISA practice, charges partner rates that range from \$760 to \$1,325; associate rates that range from \$460 to \$575; paralegal rates that range from \$275 to \$350; and professional staff rates that range from \$290 to \$295. *See* Exhibit 6 (Excerpts of Robbins Geller declaration).

65. Additionally, Capozzi Adler's rates generally compare favorably to the large, sophisticated firms that typically represent defendants in ERISA class actions.

66. The Valeo Report, a report that collected and summarized hourly rates across various firms, shows that among ERISA practice groups within the top 200 law firms in the defense bar, the 2017 hourly rate range for senior partners was \$320-\$1,363 (with an average of \$835), for partners was \$296-\$1,202 (with an average of \$751), and for senior associates was \$238-\$938 (with an average of \$580). *See* Exhibit 7 (Excerpts of Valeo Report).

67. Finally, Capozzi Adler's rates have been implicitly approved by numerous courts while granting requests for fees. *See, e.g., Dean v. Cumulus Media, Inc.*, Civil Action No. 1:22-cv-04956-TWT (N.D. Ga. July 11, 2023) (approving a one-third fee and holding "the amount of fees awarded is appropriate and that the amount of fees awarded are fair and reasonable given the substantial risks of non-recovery, the time and effort involved, and the result obtained for the Settlement Class.") ((*See* Order Awarding Plaintiffs' Attorneys' Fees and Reimbursement of Expenses and Plaintiffs' Case Contribution Awards attached as Exhibit 15); *Diaz v. BTG Int'l, Inc.*, No. 19-cv-1664-

JMY, 2021 WL 2414580 (E.D. Pa. June 14, 2021); *Pinnell v. Teva Pharmaceuticals USA, Inc.*, No. 2:19-cv-05738-MAK (ECF No. 93) (E.D. Pa. June 11, 2021); *Gerken et al. v. Mantech Int'l.* No. 1:20-cv-01356-TSE (ECF No. 41) (E.D. Va. May 21, 2021); *Harding et al. v. Southcoast Hosp. Group et al.*, No. 1:20-cv-12216-LTS (ECF. No. 51) (D. Mass. April 25, 2022).

Case Contribution Awards Sought for the Plaintiffs Are Reasonable

68. Plaintiffs seek an award of \$5,000 for each of the Class Representatives for their contributions to the prosecution and Settlement of the Action. Any such awards will be paid from the Settlement Amount.

69. Each of the Plaintiffs was instrumental in seeking relief on behalf of the Plan and they each have been actively involved in the litigation. These individuals took time away from other obligations in order to fulfill their obligations to the Settlement Class by: (1) engaging counsel, reviewing the Complaint and agreeing to publicly serve as Named Plaintiffs; (2) staying informed of the case and making themselves available at all times to discuss the litigation; (3) providing information and documents; (4) participating in teleconferences concerning the Action; (5) testifying at their depositions; and (6) and reviewing, considering, and ultimately approving the proposed Settlement for presentation to the Court.

70. Attached hereto as Exhibit 8 is Plaintiff Robert J. Stengl's declaration in support of his application for a case contribution award. Plaintiff Daniel Will's declaration is attached as Exhibit 9. Plaintiff Gary K. Colley's declaration is attached as Exhibit 10. Plaintiff Leslie D. Diaz's declaration is attached as Exhibit 11. Plaintiff

Amaya Johnson's declaration is attached as Exhibit 12. Plaintiff William A. McKinley's declaration is attached as Exhibit 13. Plaintiff John Karipas' declaration is attached as Exhibit 14.

71. As discussed in the accompanying Fee Memorandum, the requested case contribution awards are supported by ample legal authority in similar cases.

72. Further, to date, no objection to the Case Contribution Awards request has been raised.

Counsel's Experience

73. I received both my J.D. (2001) and LLM in trial advocacy (2011) from Temple University School of Law. While at Temple, I was the research editor for the Temple International and Comparative Law Journal. After law school I clerked for a year with a Judge on the New Jersey State Appellate Court.

74. I have been litigating ERISA fiduciary breach lawsuits for 19 years, first at my prior firm of KTMC, and currently at Capozzi Adler where, as noted above, I am a partner and chair of the Fiduciary Practice Group for the last four plus years. Over my career I have been actively involved in many high-profile ERISA class actions. For example, I was one of the lead attorneys for plaintiffs in *Fifth Third Bancorp, et al., v. Dudenhoeffer, et al.*, 573 U.S. 409, 134 S. Ct. 2459 (2014), a seminal Supreme Court decision that clarified the unwavering duties owed by fiduciaries to pension plan participants. See biography at <https://capozziadler.com/mark-kyandoh-esquire/>.

75. Rounding out the ERISA team are other well-qualified attorneys (whose biographies may be found on our firm website) and our support staff which include paralegals and other paraprofessionals who assist in the practice. Additionally, as litigation dictates, the ERISA team avails itself of the services of the other attorneys and staff at the firm.

76. Recently, Capozzi Adler was appointed class counsel in the following matters: *Huang, et al., v. TriNet HR III, Inc., et al.*, No. 8:20-cv-2293-VMC-TGW (M.D. FL. Oct. 21, 2022) (ECF 85) (appointing Capozzi Adler as Class Counsel); *Lucas, et al., v. MGM Resorts International, et al.*, 2:20-cv-01750-JAD-NJK (D.C. NV Oct. 20, 2022) (ECF 112) (appointing Capozzi Adler as Class Counsel); *Nunez, et al., v. B. Braun Medical, Inc., et al.*, No. 5:20-cv-04195 (E.D. Pa. June 30, 2022) (ECF. 69) (appointing Capozzi Adler as Class Counsel); *Boley, et al. v. Universal Health Servs., Inc., et al.*, 2021 WL 859399 (E.D. Pa. Mar. 8, 2021) (appointing Capozzi Adler as co-lead counsel in analogous breach of fiduciary duty action).

77. Additionally, Capozzi has been appointed interim lead or co-lead class counsel in several analogous ERISA breach of fiduciary duty matters. *See, e.g., Tracy et al. v. The American National Red Cross*, No. 1:21-cv-00541-EGS (D.D.C. Apr. 16, 2021) (appointing Capozzi Adler interim Co-Lead Class Counsel); *Bilello, et al., v. Estee Lauder, Inc., et al.*, No. 1:20-cv-04770-JMF (S.D.N.Y. Aug. 10, 2020) (Doc. 11.) (appointing Capozzi Adler interim lead class counsel); *Covington et al. v. Biogen Inc. et al.*, No. 1:20-cv-11325 (D. Mass. Oct. 6, 2020) (Doc. 24) (appointing Capozzi Adler

interim Co-Lead Class Counsel); *Johnson et al. v. Quest Diagnostics et al.*, No. 2:20-cv-07936 (D.N.J. Oct. 2, 2020) (Doc. 7) (same).

78. In the course of prosecuting ERISA class actions such as this, I have supervised the preparation of numerous consolidated pleadings, responses to motions to dismiss, drafting of discovery requests and review of hundreds of thousands of pages of plan-related documents and related documentation, and litigated cases through the summary judgment and trial phases.

79. The firm strives to obtain the best results for class members in every circumstance. We have successfully defeated motions to dismiss similar allegations in numerous actions. *See, e.g., Kendall et al v. Pharmaceutical Product Development, LLC*, No. 7:20-cv-00071-D (ECF No. 28) (E.D.N.C. March 31, 2021) (upholding allegations that plan fiduciaries selected higher-priced identical share classes and overpaid for recordkeeping); *Davis v. Magna Int'l of America, Inc.*, 2021 WL 1212579 (E.D. Mich. March 31, 2021) (same); *Jones v. Coca-Cola Consolidated, Inc.*, No. 3:20-cv-00654-FDW-DSC (ECF No. 25) (W.D.N.C. March 31, 2021) (same); *McCool v. AHS Management Company, Inc.*, 2021 WL 826756 (M.D. Tenn. March 4, 2021) (same); *Parmer, et al. v. Land O'Lakes, Inc., et al.*, 2021 WL 464382 (D. Minn. Feb 9, 2021) (same); *In re Medstar ERISA Litig.*, 2021 WL 391701 (D. Md. Feb. 4, 2021) (same); *Silva v. Evonik Corp.* slip op. (D.N.J. Dec. 30, 2020) (same); *Pinnell, et al. v. Teva Pharmaceuticals USA, Inc., et al.*, 2020 WL 1531870 (E.D.Pa. Mar. 31, 2020); *Garnick, et al., v. Wake Forest University Baptist Medical Center, et al.*, 1:21-cv-454 (M.D.N.C.) (Sept. 21, 2022); *Huang, et al., v.*

TriNet HR III, Inc., et al., No. 8:20-cv-2293-VMC-TGW (ECF 29) (M.D. FL. Oct. 21, 2022); *Peterson, et al., v. Insurance Services Office, Inc., et al.*, 20-13223 (SDW) (AME) (D.N.J. Apr. 13, 2021); *Rosenkrantz, et al., v. Altru Health System, et al.*, 3:20-cv-168 (D.C.N.D.) (Dec. 10, 2021) *Lucero, et al., v. Credit Union Retirement Plan Association, et al.*, 22-208 (W.D.WI.) (Mar. 9, 2023); *Brown, et al., v. The Mitre Corporation, et al.*, 22-10976 (Mass. Mar. 6, 2023).

80. We have also been successful at the appellate level resulting in the reversal and remand of wrongly dismissed actions. *See, e.g., Kong et al. v. Trader Joe's Co.*, No. 20-56415 (9th Cir. Apr. 15, 2022) (reversing district court dismissal of ERISA excessive fee action); *Davis et al. v. Salesforce.com. Inc. et al.*, No. 21-15867 (9th Cir. Apr. 8, 2022) (same); *Perkins v. United Surgical Partners Int'l, Inc.*, No. 23-10375, 2024 WL 1574342, at *1 (5th Cir. Apr. 11, 2024) (same). Conversely, we have successfully obtained affirmance of correctly decided cases. *See, e.g., Hawkins et al. v. Cintas Corp.*, No. 21-3156 (6th Cir. Apr. 27, 2022) (upholding denial of motion to compel arbitration in ERISA case)

81. My firm has also engaged in successful settlement negotiations and mediations in ERISA actions, recovering over one hundred million dollars for its clients and class members to date. *See, e.g., Buescher, et al., v. Brenntag North America, Inc., et al.*, No. 5:20-cv-00147 (E.D. Pa. 2020) (recovered \$2,300,000.00 class settlement); *Pinnell, et al., v. Teva Pharmaceuticals USA, Inc., et al.*, No. 2:19-cv-05738-MAK (E.D. Pa. 2019) (settlement in the amount of \$2,550,000.00 after successful

mediation); *Freck v. Cerner Corp., et al.*, No. 4:20-CV-00043-BCW (W.D. Mo. 2020) (recovered \$4,050,000.00 class settlement); *Gerken, et al. v. ManTech Int'l Corp, et al.*, No. 1:20-cv-01536 (E.D. Va. 2020) (recovered \$1,200,000.00 class settlement).

82. Capozzi Adler also has the resources and commitment to deploy those resources on behalf of the proposed class. With three office locations, the firm has been successfully serving clients for over 25 years offering a full range of legal services.

83. Given my years of experience in this field of law, including, trying an analogous case to an unfavorable verdict for plaintiffs in *Nunez v. B. Braun Med., Inc.*, 2023 WL 5339620 (E.D. Pa. Aug. 18, 2023), I believe the settlement achieved in this case is adequate and certainly reasonable and fair.

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

Executed this 17th day of May, 2024, in Merion Station, Pennsylvania.

CAPOZZI ADLER, P.C.

/s/ Mark K. Gyandoh

Mark K. Gyandoh, Esquire

Proposed Class Counsel

EXHIBIT 1

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

ROBERT STENGL, DANIEL WILL,
GARY K. COLLEY, LESLIE D. DIAZ,
AMAYA JOHNSON, WILLIAM A.
MCKINLEY, AND JOHN KARIPAS,
INDIVIDUALLY AND ON BEHALF OF ALL
OTHERS SIMILARLY SITUATED,

Plaintiffs,

v.

L3HARRIS TECHNOLOGIES, INC.,
THE BOARD OF DIRECTORS OF
L3HARRIS TECHNOLOGIES, INC.,
AND THE INVESTMENT
COMMITTEE OF L3HARRIS
TECHNOLOGIES, INC.,

Defendants.

Case No.: 6:22-cv-00572-PGB-LHP

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

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This Settlement Agreement and Release (“Agreement”) is entered into on March 1, 2024 by and among Plaintiffs (as defined below), on the one hand, and Defendants (as defined below) on the other, in consideration of the promises, covenants, and agreements herein described and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate.

I. DEFINITIONS

1.1 “Action” shall mean the case captioned *Robert Stengl, et al. v. L3Harris Technologies, Inc, the Board of Directors of L3Harris Technologies, Inc., and the Investment Committee of L3Harris Technologies, Inc.*, No. 6:22-cv-00572-PGB-LHP, pending in the United States District Court for the Middle District of Florida.

1.2 “Administration Costs” shall mean any costs or expenses by any person in connection with the Settlement, including but not limited to (i) fees or costs from the current or any former service provider; (ii) the costs and expenses associated with the production and dissemination of the Notices (as defined in Section 1.31 below); (iii) all reasonable costs and expenses incurred by the Settlement Administrator (as defined in Section 1.41 below) in administering and effectuating this Settlement, which costs and expenses are necessitated by performance and implementation of this Agreement and any Court orders relating thereto; (iv) all reasonable fees charged by the Settlement Administrator; (v) all reasonable fees charged by the current recordkeeper for the Plan in connection with implementation of this Agreement; and (vi) Independent Fiduciary Fees (as defined in Section 1.28 below).

1.3 “Amended Complaint” shall mean the Amended Complaint in *Robert*

Stengl, et al. v. L3Harris Technologies, Inc, the Board of Directors of L3Harris Technologies, Inc., and the Investment Committee of L3Harris Technologies, Inc., No. 6:22-cv-00572-PGB-LHP, Dkt. 40, pending in the United States District Court for the Middle District of Florida.

1.4 “Attorneys’ Fees and Expenses” shall mean the reasonable attorneys’ fees, costs (including expert costs), and expenses of Class Counsel (as defined in Section 1.6 below) for their past, present, and future work, efforts, and expenditures in connection with this Action and resulting Settlement.

1.5 “Claims” shall have the meaning ascribed to it in Section 1.39 below.

1.6 “Class Counsel” shall mean Capozzi Adler P.C.

1.7 “Class Period” shall mean November 23, 2015 through December 31, 2019.

1.8 “Court” shall mean the United States District Court for the Middle District of Florida.

1.9 “Current Participant” shall mean a “Settlement Class Member” (as defined below) who, as of the time of the distributions contemplated in Section 3.2 below, has an account balance greater than zero in the Current Plan (as defined below).

1.10 “Current Participants” shall mean all persons who are a “Current Participant” (as defined in Section 1.9 above).

1.11 “Current Plan” shall mean the L3Harris Retirement Savings Plan.

1.12 “Defendant Released Parties” shall mean L3Harris Technologies, Inc.,

the Board of Directors of L3Harris Technologies, Inc., the Investment Committee of L3Harris Technologies, Inc., the L3Harris Retirement Savings Plan, L3 Technologies, Inc., the Board of Directors of L3 Technologies, Inc., the Investment Committee of L3 Technologies, Inc., the L3 Technologies Master Savings Plan, L-3 Communications Corporation, the Board of Directors of L-3 Communications Corporation, the Investment Committee of L-3 Communications Corporation, and the L-3 Communications Master Savings Plan, and all of their respective past and present predecessors, successors, insurers, members, officers, directors, employees, fiduciaries, trustees, and affiliates (including any of the foregoing who have acted as a fiduciary or provided services to the Plan during the Class Period).

1.13 “Defendants” shall mean L3Harris Technologies, Inc., the Board of Directors of L3Harris Technologies, Inc., and the Investment Committee of L3Harris Technologies, Inc. and their corporate predecessors.

1.14 “Defendants’ Counsel” shall mean (a) Sidley Austin LLP and (b) King, Blackwell, Zehnder & Wermuth, P.A.

1.15 “Distributable Settlement Amount” shall have the meaning ascribed to it in Section 3.2(a) below.

1.16 “Effective Date” shall mean (a) the date upon which the applicable period to appeal the Final Approval Order and Judgment has expired, if no appeal on any issue is taken during such period; or (b) if, during the aforesaid appeals period, an appeal is taken in this Action, the date upon which all appeals, including petitions for review, rehearing, or certiorari, and any proceedings resulting therefrom, have

been finally disposed of, or the date of the expiration of the time to initiate such petitions or proceedings. The Parties shall agree by written communication when the Effective Date has occurred; any dispute shall be resolved by the Court. It is expressly agreed by the Parties and their counsel that no Party intends that this provision nor any other part of this Agreement establishes or acknowledges that anyone is entitled to or has the right to appeal from any such orders which may be entered in connection herewith.

1.17 “Escrow Account” shall mean an account at an established Financial Institution (as defined in Section 1.23 below), selected by Class Counsel with Defendants’ consent (which consent shall not be unreasonably withheld) that is established for the deposit of certain amounts relating to the Settlement.

1.18 “Escrow Agent” shall mean Analytics Consulting, LLC, or whatever other person or entity is selected by Class Counsel with Defendants’ consent (which consent shall not be unreasonably withheld) to act as escrow agent for any portion of the Settlement Amount (as defined in 1.42 below) deposited in or accruing in the Escrow Account pursuant to this Agreement.

1.19 “Fee and Expense Application” shall mean the motion, to be filed by Class Counsel, seeking approval of an award of Attorneys’ Fees and Expenses.

1.20 “Final Approval” shall mean the entry of the Final Approval Order and Judgment.

1.21 “Final Approval Hearing” shall mean the hearing to be held before the Court pursuant to Federal Rule of Civil Procedure 23(e) prior to the entry of any

Final Approval Order (as defined in Section 1.22) by the Court. The Parties will request that the Final Approval Hearing be scheduled for a date no earlier than 110 days after the entry of the Preliminary Approval Order (as defined in Section 1.38).

1.22 “Final Approval Order and Judgment” or “Final Approval Order” shall mean a final order entered by the Court after the Final Approval Hearing, substantially the same in all material respects to the order attached hereto as Exhibit A, granting its approval of the Settlement, provided that the Parties may agree to additions or modifications to the form of the Final Approval Order and Judgment as they agree are appropriate at the time that it is submitted to the Court for final approval of the Settlement.

1.23 “Financial Institution” shall mean the institution at which the Escrow Account is established.

1.24 “Former Participant” shall mean a “Settlement Class Member” (as defined below) who, as of the time of the distributions contemplated in Section 3.2 below, does not have a positive account balance in the Current Plan.

1.25 “Former Participants” shall mean all persons who are a “Former Participant” (as defined in Section 1.24 above).

1.26 “Former Plan” shall mean the L3 Technologies Master Savings Plan, which was formerly known as the L-3 Communications Master Savings Plan.

1.27 “Independent Fiduciary” shall mean Fiduciary Counselors Inc. or such other qualified and experienced independent fiduciary that L3Harris selects to independently review the Settlement (as defined in Section 1.40) on behalf of the

Plan.

1.28 “Independent Fiduciary Fees” shall mean the fees and costs of the Independent Fiduciary. All Independent Fiduciary Fees shall be considered Administrative Costs and shall be payable from the Settlement Amount after such funds are deposited with the Escrow Agent and upon receipt of any invoice from the Independent Fiduciary.

1.29 “L3Harris Releasees” shall mean, collectively, the Defendant Released Parties (as defined in Section 1.12 above) and Other Released Parties (as defined in Section 1.32 below).

1.30 “Long Form Settlement Notice” shall mean the notice, identical in all material respects to that attached hereto as Exhibit B, to be made available on the Settlement Website (as defined in Section 1.47).

1.31 “Notices” shall collectively refer to the Long Form and Short Form Postcard Settlement Notices.

1.32 “Other Released Parties” shall mean all third parties that provided services to the Plan during the Class Period, including the Plan’s recordkeepers (including Fidelity), investment advisors (including Mercer), trustees, auditors, lawyers, and consultants.

1.33 “Parties” shall mean Plaintiffs, the Settlement Class, and the Defendants.

1.34 “Plaintiffs” shall mean, collectively, Robert Stengl, Daniel Will, Gary K. Colley, Leslie D. Diaz, Amaya Johnson, William A. McKinley, and John

Karipas, individually and as representatives of the Settlement Class and on behalf of the Former Plan.

1.35 “Plaintiffs’ Counsel” shall mean (a) Capozzi Adler P.C. and (b) Matthew Fornaro, P.A.

1.36 “Plan” shall mean both the Current Plan and the Former Plan.

1.37 “Plan of Allocation” shall mean the formula for allocation of the Distributable Settlement Amount as approved by the Court, which formula shall govern the distribution of the Distributable Settlement Amount, in the form attached hereto as Exhibit C. Notwithstanding any other provision of this Agreement, any revisions by the Court or any appellate court or otherwise relating solely to the Plan of Allocation shall not operate to terminate or cancel or otherwise affect this Agreement; provided that any such revisions do not require Defendants, Defendants’ insurers, or the Plan’s current or former service providers to increase the Settlement Amount or incur additional expenses and costs.

1.38 “Preliminary Approval Order” shall mean an order that is entered by the Court preliminarily approving the Settlement and that is substantially the same in all material respects to that attached hereto as Exhibit D.

1.39 “Released Claims” shall mean any and all actual or potential claims (including Unknown Claims), actions, causes of action, demands, rights, obligations, damages, and liabilities (including claims for attorneys’ fees, expenses, or costs), arising under federal, state, or local law, whether by statute, contract, tort, equity, or otherwise, whether brought in an individual or representative capacity, whether

known or unknown, suspected or unsuspected, for monetary, injunctive, equitable, and any other relief (collectively, “Claims”) against the L3Harris Releasees (as defined in Section 1.29 above) through the date the Court enters the Final Approval Order and Judgment that were asserted in the Action; or that arise out of, relate to, are based on, or have any connection with any of the allegations, acts, omissions, facts, events, matters, transactions, occurrences, or conduct alleged or asserted in the Action, whether or not pleaded in the Amended Complaint; or that arise out of, relate to, are based on, or have any connection with: (1) the selection, monitoring, oversight, retention, fees, expenses, or performance of the Former Plan’s investments, investment options, or service providers, including without limitation its administrative and/or recordkeeping service providers, investment advisors, auditors, trustees, and L3Harris Releasees in their role as service provider to the Former Plan; (2) the selection, nomination, appointment, retention, monitoring, and removal of the Former Plan’s fiduciaries; (3) fees, costs, or expenses charged to, paid, or reimbursed by the Former Plan or participants of the Former Plan; (4) the services provided to the Former Plan or the cost of those services; (5) any alleged breach of the duty of loyalty, care, prudence, diversification, or any other fiduciary duties relating to the Former Plan’s investments, investment options, or service providers; (6) any amounts charged to participants of the Former Plan, including but not limited to recordkeeping and administrative fees; (7) any use of the Former Plan’s forfeiture account; and/or (8) any assertions with respect to any fiduciaries or service providers of the Former Plan (or the selection or monitoring of those fiduciaries) in connection

with the foregoing.

1.40 “Settlement” shall mean the compromise and Settlement embodied in this Agreement.

1.41 “Settlement Administrator” shall mean Analytics Consulting, LLC.

1.42 “Settlement Amount” shall mean six hundred fifty thousand dollars (\$650,000).

1.43 “Settlement Class” shall mean the class composed of Settlement Class Members (as defined in Section 1.45 below) and certified (as defined in Sections 2.2-2.4 below).

1.44 “Settlement Class Member” shall mean a member of the Settlement Class, including his, her, or its successors-in-interest.

1.45 “Settlement Class Members” shall mean all persons, except Defendants and their immediate family members, who were participants in or beneficiaries of the Former Plan from November 23, 2015 through December 31, 2019.

1.46 “Settlement Fund” shall have the meaning set forth in Section 3.1(h).

1.47 “Settlement Website” shall have the meaning ascribed to it in Section 2.12.

1.48 “Short Form Postcard Settlement Notice” shall mean the notice, identical in all material respects to that attached hereto as Exhibit E, to be delivered to Settlement Class Members (as defined in Section 1.45 above) pursuant to Section 2.10 and made available on the Settlement Website (as defined in Section 1.47).

1.49 “Taxes” shall have the meaning ascribed to it in Section 3.1(i).

1.50 “Tax-Related Costs” shall have the meaning ascribed to it in Section 3.1(i).

1.51 “Unknown Claims” shall mean any Released Claims which Plaintiffs, any Member of the Settlement Class, and/or any of the other Parties do not know or suspect to exist in their favor at the time of the release of the L3Harris Releasees. Without admitting that California law in any way applies to this Agreement, with respect to any and all Released Claims, the Parties agree that, upon the Effective Date, Plaintiffs, each Settlement Class Member, and all other Parties shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, expressly waived the provisions, rights and benefits of California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Plaintiffs, each Settlement Class Member, and all other Parties shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, expressly waived all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code § 1542. Plaintiffs, any Settlement Class Member, and any of the other Parties may later discover facts in addition to or different from those which they now know or believe to be true with respect to the

subject matter of the Released Claims, but Plaintiffs, any Settlement Class Member, and all of the other Parties, upon the Effective Date, shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs, any Settlement Class Member, and all of the other Parties shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, acknowledged that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

II. PROCEDURES IN CONNECTION WITH THE SETTLEMENT

The procedures set forth in Sections 2.1 through 2.15 shall apply in connection with this Settlement.

2.1 ***Court Approval.*** The Settlement shall have been approved by the Court, as provided for in this Section II. The Parties shall cooperate in good faith to allow Plaintiffs to seek Court approval.

2.2 ***Motion for Preliminary Approval and Certification of Settlement Class.*** No later than March 4, 2024, or some other deadline approved by the Court, and after execution of this Agreement, Plaintiffs shall file a motion with the Court (to which Defendants will not object) seeking (i) preliminary approval of the Settlement,

including entry of a Preliminary Approval Order identical in all material respects to the form of the order attached hereto as Exhibit D, and (ii) for purposes of this Settlement only, modification (as indicated in this Settlement agreement) of the class certification definition approved by the Court on June 5, 2023 (ECF No. 92).

2.3 *Basis for Certification of Settlement Class.* Plaintiffs will seek certification of the Settlement Class under Federal Rule of Civil Procedure 23(b)(1) and pursuant to the Court's class certification order of June 5, 2023 (ECF No. 92).

2.4 *Certification for Settlement Purposes Only.* Defendants shall not take any position with respect to certification of the Settlement Class only for the limited purpose of effectuating this Agreement. The certification of the Settlement Class shall be binding only with respect to the Settlement of the Action. If this Agreement is terminated, or is reversed, vacated, or modified in any material respect by the Court or any other court, the certification of the Settlement Class shall be vacated, and the prior certified class definition of June 5, 2023 (ECF No. 92) will control.

2.5 *The Final Approval Hearing.* On or after the date set by the Court for the Final Approval Hearing pursuant to Federal Rule of Civil Procedure 23(e)(2), the Court will determine (i) whether to enter a judgment finally approving the Settlement; and (ii) what, if any, legal fees and expenses should be awarded to Class Counsel as contemplated by Section 7.1 of this Agreement.

2.6 *Entry of Judgment.* The Court shall have judgment entered substantially in the form attached hereto as Exhibit A.

2.7 ***Funding of the Settlement Amount.*** Defendants and their insurers shall cause the Settlement Amount to be deposited to the Settlement Fund and/or allocated to the Settlement Class Members at the time(s) set forth in Sections 3.1 and 3.2.

2.8 ***Motion for Final Approval of Settlement.*** No later than thirty (30) calendar days before the date for filing Objections set in the Preliminary Approval Order, Class Counsel shall submit to the Court a motion for entry of the Final Approval Order (Exhibit A) in the form approved by Class Counsel and Defendants, which shall request approval by the Court of the terms of this Agreement and entry of the Final Approval Order in accordance with this Agreement.

2.9 ***Settlement Authorized by Independent Fiduciary***

(a) L3Harris will, in its sole discretion, select the Independent Fiduciary to provide the authorization required by Prohibited Transaction Exception 2003-39, 68 FR 75632 (Dec. 31, 2003), as amended 75 FR 33830 (June 15, 2010).

(b) At least thirty (30) days prior to the Final Approval Hearing, the Independent Fiduciary shall have approved and authorized in writing the Settlement, and given a release in its capacity as fiduciary of the Plan for and on behalf of the Plan, on the terms set forth in Section 5.1, in accordance with Prohibited Transaction Class Exemption 2003-39. If the Independent Fiduciary disapproves or otherwise does not authorize the Settlement or refuses to execute the release on behalf of the Plan, then L3Harris shall have the option to waive this condition if so stipulated by

the Parties. Such option is to be exercised in writing within seven (7) days after the Parties' receipt of the Independent Fiduciary's written determination, unless otherwise agreed by the Parties. The Parties shall comply with reasonable requests made by the Independent Fiduciary.

2.10 *Class Notice.* Within forty-five (45) days after the entry of the Preliminary Approval Order, the Settlement Administrator shall send the Short Form Postcard Settlement Notice by first-class mail to the Settlement Class Members. The Short Form Postcard Settlement Notice will be sent to the last known mailing address of each of the Settlement Class Members, which mailing address will be supplied in a timely fashion by Defendants and/or the current recordkeeper for the Plan and updated through the National Change of Address database by the Settlement Administrator before mailing (with all returned mail skip-traced and promptly re-mailed), and will be in the form attached hereto as Exhibit E. The Long Form Settlement Notice shall be made available on the Settlement Website within 14 days after the entry of the Preliminary Approval Order.

(a) *Payments to Class Members.* The Settlement Administrator will make payments from the Distributable Settlement Amount on behalf of each Settlement Class Member. For each Former Participant, the Settlement Administrator shall make payment in accord with Section 3.2(d) and (e) below. For each Current Participant, the Settlement Administrator shall direct the current recordkeeper for the

Plan to credit the appropriate portion of the Distributable Settlement Fund to the account of each Current Participant pursuant to the Plan of Allocation.

2.11 ***Class Action Fairness Act Notice.*** Defendants shall within ten (10) days of the filing of the Settlement Agreement, comply with the notice requirements of 28 U.S.C. § 1715 and shall file a notice confirming compliance at any time prior to the Final Approval Hearing.

2.12 ***Settlement Website.*** Within ten (10) days of the entry of the Preliminary Approval Order, the Settlement Administrator shall establish the Settlement Website, which will contain both the Long and Short Form Settlement Notices, this Agreement and its exhibits, the Preliminary Approval Order, any other orders related to the Settlement, the Amended Complaint, and any other documents or information agreed upon by the Parties. Class Counsel shall be responsible for causing the Settlement Administrator to post on the Settlement Website the Fee and Expense Application filed by Class Counsel, as soon as possible after its filing. The Short Form Settlement Notice, attached hereto as Exhibit E, will identify the web address of the Settlement Website.

2.13 ***Settlement Line.*** Within ten (10) days of the entry of the Preliminary Approval Order, the Settlement Administrator shall establish a toll-free telephone number (the “Settlement Information Line”) to which Settlement Class Members can direct questions about the Settlement. The Settlement Line shall employ an interactive voice response system to answer calls, and shall provide callers with the option of speaking with a live operator, if necessary.

2.14 *Rights of Exclusion.* Settlement Class Members shall not be permitted to exclude themselves from the Settlement Class.

2.15 *Right to Object.* Members of the Settlement Class shall be permitted to object to the Settlement. Requirements for filing an objection shall be as set forth in the Preliminary Approval Order and in the Notices.

III. PAYMENTS TO THE SETTLEMENT CLASS.

3.1 The Settlement Amount.

(a) In consideration of all of the promises and agreements set forth in this Agreement, L3Harris or its insurers will cause a monetary payment to be made in the amount of the Settlement Amount (defined above in Section 1.42 to mean six hundred fifty thousand dollars (\$650,000)) to the Escrow Account. None of the other of the L3Harris Releasees shall have any obligation to contribute financially to this Settlement.

(b) L3Harris or its insurers shall cause one hundred thousand dollars (\$100,000) of the Settlement Amount to be deposited into the Escrow Account within twenty-one (21) business days of the later of (i) entry of the Preliminary Approval Order or (ii) the insurance carrier's receipt of the payee information (W-9, complete wire instructions, and verbal confirmation of the wire instructions), to fund any Administrative Costs that arise before the Effective Date, including but not limited to the Independent Fiduciary Fees. L3Harris or its insurers shall cause the remaining five hundred fifty thousand dollars (\$550,000) of the Settlement Amount

to be deposited into the Escrow Account within fifteen (15) business days of the Effective Date.

(c) The Settlement Amount shall be used solely for the purposes set forth in Section 3.1(j) below.

(d) Subject to Court approval and oversight, the Escrow Account will be controlled by the Settlement Administrator and the Escrow Agent. Neither Defendants nor Plaintiffs shall have any liability whatsoever for the acts or omissions of the Settlement Administrator or Escrow Agent. The Settlement Administrator and Escrow Agent shall not disburse the Settlement Amount or any portion thereof except as provided for in this Agreement, by an order of the Court, or with prior written agreement of Class Counsel and Defendants' Counsel.

(e) The Settlement Administrator is authorized to execute transactions on behalf of the Settlement Class Members that are consistent with the terms of this Agreement and with orders of the Court.

(f) All funds held in the Escrow Account shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until the funds are distributed in accordance with this Agreement.

(g) The Settlement Administrator shall, to the extent necessary and practicable, invest the Settlement Amount in discrete and identifiable instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof and shall reinvest the proceeds of these instruments as they mature in similar instruments at their

then-current market rates. The Settlement Administrator shall maintain records identifying in detail each instrument in which the Settlement Amount or any portion thereof has been invested, and identifying the precise location (including safe deposit box number) of each such instrument. Neither the Settlement Amount nor any portion thereof shall be commingled with any other monies in any instruments. Any cash portion of the Settlement Amount not invested in instruments of the type described in the first sentence of this Section 3.1(g) shall be maintained by the Settlement Administrator, and not commingled with any other monies, in a bank account that shall promptly be identified to the Parties. The Settlement Administrator and Settlement Class Members shall bear all risks related to investment of the Settlement Amount.

(h) The Escrow Account is intended to be a “Qualified Settlement Fund” within the meaning of Treasury Regulation § 1.468B-1 (the “Settlement Fund”). The Settlement Administrator, as administrator of the Qualified Settlement Fund within the meaning of Treasury Regulation §1.468B-2(k)(3), shall be solely responsible for filing tax returns for the Escrow Account and paying from the Escrow Account any Taxes owed with respect to the Escrow Account. L3Harris agrees to provide the Settlement Administrator with the statement described in Treasury Regulation §1.468B-3(e). Neither Defendants, Defendants’ Counsel, Plaintiffs, nor Class Counsel shall have any liability or responsibility of any sort for filing any tax returns or paying any taxes with respect to the Escrow Account.

(i) All (i) taxes on the income of the Escrow Account (“Taxes”) and (ii) expenses and costs incurred in connection with the taxation of the Escrow Account (including, without limitation, expenses of tax attorneys and accountants) (“Tax-Related Costs”) shall be timely paid by the Settlement Administrator out of the Escrow Account.

(j) The Settlement Amount, together with any interest accrued thereon, will be used to pay the following amounts associated with the Settlement:

- (1) Compensation to Settlement Class Members determined in accordance with Section 3.2;
- (2) All Attorneys’ Fees and Expenses approved by the Court;
- (3) Administration Costs; and
- (4) Taxes and Tax-Related Costs.

3.2 *Distribution to Settlement Class Members.*

(a) The money remaining from the Settlement Amount, including any accrued interest thereon, after the payment of approved Attorneys’ Fees and Expenses, Administration Costs, and Taxes and Tax-Related Costs (or any estimate of those amounts to be incurred in the future), shall constitute the funds available for distribution to Settlement Class Members (the “Distributable Settlement Amount”).

(b) The Distributable Settlement Amount shall be divided among Settlement Class Members in accordance with the Plan of Allocation (attached hereto as Exhibit C) or such other allocation plan as may be ordered by the Court. It is understood and agreed by the Parties that the proposed Plan of Allocation is not

part of this Agreement and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement, and any order or proceeding relating to the Plan of Allocation shall not operate to terminate or cancel this Agreement or affect the finality of the Court's Final Approval Order and Judgment approving the Settlement or any other Orders entered pursuant to the Agreement. Notwithstanding the foregoing, or anything else in this Agreement, any revisions to the Plan of Allocation that would require the L3Harris Releasees to pay more than the Settlement Amount or incur additional expenses or costs or to provide data not already readily available shall be deemed a material alteration of this Agreement and entitle Defendants, at their election, to terminate the Agreement.

(c) The Settlement Administrator shall disburse the Distributable Settlement Amount as promptly as reasonably possible after the Effective Date, and, in any event, shall use reasonable best efforts to disburse the Distributable Settlement Amount no later than two hundred-seventy (270) days after the Effective Date.

(d) No Former Participant whose entitlement to payment pursuant to the Plan of Allocation would otherwise be less than five dollars (\$5.00) shall receive any payment from the Distributable Settlement Amount.

(e) Settlement Class Members who are paid by check must cash those checks within ninety (90) days of issuance. If they do not do so, the checks will be void. This limitation shall be printed on the face of each check. The voidance of checks shall have no effect on the Settlement Class Members' release of claims,

obligations, representations, or warranties as provided herein, which shall remain in full effect.

3.3 Each Settlement Class Member who receives a payment under this Agreement shall be fully and ultimately responsible for payment of any and all federal, state, or local taxes resulting from or attributable to the payment received by such person. Each Settlement Class Member shall hold Defendants, Defendants' Counsel, the L3Harris Releasees, Plaintiffs, Class Counsel, and the Settlement Administrator harmless from any tax liability, including penalties and interest, related in any way to payments or credits under the Agreement, and shall hold Defendants, the L3Harris Releasees, Defendants' Counsel, Plaintiffs, Class Counsel, and the Settlement Administrator harmless from the costs (including attorneys' fees and disbursements) of any proceedings (including investigation and suit), related to such tax liability.

3.4 *Treatment of Undistributed Funds and Uncashed Checks.* Any funds associated with checks that are not cashed within ninety (90) days of issuance, and for which no request for reissuance is made by the Settlement Class Member within ninety (90) days of issuance, and any funds that cannot be distributed to Settlement Class Members for any other reason, together with any interest earned on them, and after the payment of any applicable taxes by the Escrow Agent, shall be delivered to the Plan for purposes of defraying administrative fees and expenses of the Current Plan that would otherwise be charged to the participants of the Current Plan. Any funds that cannot be distributed to Settlement Class Members for any other reason

may not be used to reimburse any Defendant or otherwise offset costs, including Settlement-related costs, incurred by any Defendant. There shall be no cy pres payment.

3.5 ***Administrative Costs.*** The Administration Costs shall be paid from the Settlement Amount. Beginning thirty (30) days after the entry of the Preliminary Approval Order, and on every thirty (30) days thereafter, the Settlement Administrator shall provide the Parties with an accounting of any Administration Costs expended to date and an invoice for the amount of such Administration Costs. Any disputes as to whether amounts billed by the Settlement Administrator are reasonable and necessary under this Agreement shall be resolved by the Court. Costs not approved by the Court shall be borne by Class Counsel.

3.6 ***Entire Monetary Obligation.*** In no event, and notwithstanding anything else in this Agreement, shall the Defendants or their insurers be required to pay any amounts other than the Settlement Amount. It is understood and agreed that the Defendants' and its insurers' monetary obligations under this Settlement Agreement will be fully discharged by paying the amount specified in Section 3.1(a) above, and that the Defendants and its insurers shall have no other monetary obligations, or obligations to make any other payments under this Agreement or otherwise.

IV. SETTLEMENT ADMINISTRATION

4.1 As soon as practicable, L3Harris shall cause the current recordkeeper for the Plan to provide the Settlement Administrator with reasonably obtainable participant data sufficient to effectuate class notice and to calculate each Settlement

Class Member's allocable portion of the Distributable Settlement Amount (the Plan of Allocation data). With respect to the Plan of Allocation data, the Plan's Recordkeeper shall take commercially reasonable steps to ensure the data provided is complete as it exists in the Recordkeeper's systems. Neither Plaintiffs, Plaintiffs' Counsel, Defendants, or Defense Counsel will be responsible or liable in any way for ensuring the completeness or accuracy of the information provided by the Recordkeeper pursuant to this section.

4.2 The Settlement Administrator shall administer the Settlement subject to the supervision of Class Counsel, Defendants' Counsel, and the Court as circumstances may require.

4.3 Defendants, Defendants' insurers, and Defendants' Counsel shall have no responsibility for, interest in, or liability whatsoever, with respect to:

(a) any act, omission, or determination of the Settlement Administrator, Class Counsel, or designees or agents of Class Counsel or the Settlement Administrator;

(b) any act, omission, or determination of Class Counsel or their designees or agents in connection with the administration of the Settlement;

(c) the management, investment, or distribution of the Settlement Amount or the Distributable Settlement Amount; or

(d) the determination, administration, calculation, or payment of any claims asserted against the Settlement Amount or the Distributable Settlement Amount.

4.4 The Settlement Administrator shall provide to Class Counsel and Defendants' Counsel, no less than monthly, a full accounting of all expenditures made in connection with the Settlement, including Administration Costs, and any distributions from the Settlement Amount.

4.5 The Settlement Administrator shall provide such information as may be reasonably requested by the Parties relating to administration of this Agreement.

V. RELEASES, COVENANTS, AND JUDICIAL FINDINGS

5.1 *Releases of the L3Harris Releasees.* Subject to Section VIII below, upon the Effective Date, Plaintiffs, each Settlement Class Member (on behalf of themselves, their current and former beneficiaries, their representatives, and successors-in-interest), and the Plan (by and through the Independent Fiduciary pursuant to Section 2.9), absolutely and unconditionally release and forever discharge the L3Harris Releasees from each and every Released Claim that Plaintiffs, the Settlement Class, or the Plan directly, indirectly, derivatively, or in any other capacity ever had, now have or hereafter may have, except that the release under this Section 5.1 shall not include claims relating to the covenants or obligations set forth in this Agreement.

5.2 *Taxation of Class Settlement Amount.* Plaintiffs, each Settlement Class Member (on behalf of themselves, their current and former beneficiaries, their representatives, and successors-in-interest), and the Plan acknowledge that the L3Harris Releasees have no responsibility for any taxes due on funds deposited in or

distributed from the Settlement Amount or that Plaintiffs or Class Counsel receive from the Settlement Amount.

VI. REPRESENTATIONS AND WARRANTIES

6.1 *Parties' Representations and Warrants.* Each Party represents and warrants as follows, and each Party acknowledges that each other Party is relying on these representations and warranties in entering into this Settlement Agreement:

(a) That they have diligently investigated the claims in this Action; that they are voluntarily entering into this Agreement as a result of arm's-length negotiations among their counsel; that in executing this Agreement they are relying solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own, independently selected counsel, concerning the nature, extent, and duration of their rights and Claims hereunder and regarding all matters which relate in any way to the subject matter hereof; and that, except as provided in this Agreement, they have not been influenced to any extent whatsoever in executing this Agreement by any representations, statements, or omissions pertaining to any of the foregoing matters by any Party or by any person representing any Party. Each Party assumes the risk of mistake as to facts or law.

(b) That they have carefully read the contents of this Agreement and this Agreement is signed freely by each person executing the Agreement on behalf of each of the Parties. Each Party further represents and warrants to each other that he, she, or it has made such investigation of the facts pertaining to this Settlement, this

Agreement, and all of the matters pertaining thereto, as he, she, or it deems necessary or advisable.

6.2 *Signatories' Representations and Warrants.* Each person executing this Agreement on behalf of any other person or Party does hereby personally represent and warrant that he or she has the authority to execute this Agreement on behalf of, and fully bind, each principal whom such individual represents or purports to represent and that no right or Claim relating to this Agreement has been assigned or hypothecated to any third party.

VII. OTHER MONETARY PAYMENTS

7.1 Attorneys' Fees and Expenses

(a) Class Counsel intends to submit a Fee and Expense Application, seeking an award of attorneys' fees based on the value of the Settlement and the work performed not to exceed one-third of the Settlement Amount, plus reasonable expenses. At the same time, Class Counsel shall seek the Court's approval of all Administrative Costs in connection with the Settlement.

(b) Defendants shall take no position on the propriety of the Fee and Expense Application provided the fees requested do not exceed one-third of the Settlement Amount. Any amount awarded by the Court in response to such Fee and Expense Application shall be paid by the Settlement Administrator solely out of the Settlement Amount and shall be deducted (to the extent approved by the Court) from the Settlement Amount. The Settlement Administrator shall use reasonable best efforts to pay any attorneys' fees and expenses amount awarded to Class Counsel as

soon as practicable following the full funding of the Settlement Fund per Section 3.1(b).

(c) Notwithstanding any other provision of this Agreement to the contrary, the procedure for and the allowance or disallowance (in whole or in part) by the Court of the Fee and Expense Application to be paid out of the Settlement Amount shall be considered by the Court separately from its consideration of the fairness, reasonableness, and adequacy of the Settlement, and any Order or proceedings relating to the award of Attorneys' Fees, or any appeal of any Order relating thereto, shall not operate to terminate or cancel this Agreement or be deemed material thereto.

(d) Defendants and their insurers shall have no obligations whatsoever with respect to any attorneys' fees or expenses incurred by Class Counsel, which shall be payable solely out of the Settlement Amount.

VIII. CONTINGENCIES, EFFECT OF DISAPPROVAL OR TERMINATION OF SETTLEMENT

8.1 If the Court or, in the event of an appeal, any appellate court refuses to approve, or modifies any material aspect of this Agreement or the proposed Preliminary Approval Order or Final Approval Order and Judgment, Defendants may terminate this Agreement and the Settlement as set forth below.

8.2 This Agreement and the Settlement shall terminate and be cancelled if, within ten (10) business days after any of the following events, L3Harris or

Plaintiffs provide written notification of an election to terminate the Settlement because:

(a) The Court declines to provide preliminary approval of this Agreement, or declines to enter or materially modifies the contents of the Preliminary Approval Order attached hereto as Exhibit D, or the Preliminary Approval Order is vacated, reversed, or modified in any material respect on any appeal or other review or in a collateral proceeding occurring prior to the Effective Date; or

(b) The Court declines to provide final approval of this Agreement, or declines to enter or materially modifies the contents of the Final Approval Order and Judgment attached hereto as Exhibit A; or

(c) The Court's Final Approval Order and Judgment is vacated, reversed, or modified in any material respect on any appeal or other review or in a collateral proceeding occurring prior to the Effective Date; or

(d) The Effective Date does not occur for some other reason.

8.3 For purposes of this Agreement and this Section 8.3, an order of the Court, or modification or reversal on appeal of any order of the Court, solely concerning the Plan of Allocation, the administration of the Settlement or the persons performing such administrative functions, or the amount of any award of Attorneys' Fees and Expenses, shall not constitute grounds for cancellation or termination of the Agreement.

8.4 This Agreement shall terminate if and when any of the conditions specified in Sections 2.1 to 2.7, 2.9 to 2.11 and/or 2.14 to 2.15 is not satisfied, and

the Parties do not mutually agree to waive the condition, in writing, within ten (10) business days of its non-occurrence.

8.5 This Agreement and the Settlement shall terminate and be cancelled if (a) any federal or state authorities object to or request material modifications to the Agreement; and (b) within the later of ten (10) business days after (i) the deadline set in the Preliminary Approval Order for such objections or requests, or (ii) receiving any such objection or request, Defendants' Counsel provides written notice of its election to terminate the Settlement.

8.6 If for any reason this Agreement is terminated or fails to become effective, then:

(a) The Settling Parties shall be deemed to have reverted to their respective status in the Action as of December 21, 2023, which shall then resume proceedings in the Court, and, except as otherwise expressly provided in this Agreement, the Parties shall proceed in all respects as if this Agreement and any related orders had not been entered.

(b) Class Counsel and Defendants' Counsel shall, within ten (10) days after the date of termination of the Agreement, jointly notify the Financial Institution (either directly or through the Settlement Administrator) in writing to return to the Defendants the full amount contained in the Settlement Fund, with all net income earned thereon, after deduction of any amounts earlier disbursed for purposes of administering the Settlement and/or incurred by the Settlement Fund as of the termination, and direct the Financial Institution to effect such return within fourteen

(14) days after such notification. Prior to the return of amounts contemplated by this Section 8.6(b), the Financial Institution shall fully and finally fulfill and set aside for any and all tax obligations of the Settlement Fund as set forth in Section 3.1(i) and Defendants and their insurers shall have no past, present, or future liability whatsoever for any such tax obligations.

(c) In addition to this Section VIII and its provisions, Section 8.5 shall survive any termination of this Settlement.

IX. NO ADMISSION OF WRONGDOING

9.1 The Parties understand and agree that this Agreement embodies a compromise settlement of disputed claims, and that nothing in this Agreement, including the furnishing of consideration for this Agreement, shall be deemed to constitute any finding or admission of any wrongdoing or liability by the Defendants, or give rise to any inference of wrongdoing or liability in the Action or any other proceeding. This Agreement and the consideration provided hereunder are made in compromise of disputed claims and are not admissions of any liability of any kind, whether legal or factual. Defendants specifically deny any such liability or wrongdoing and state that they are entering into the Agreement solely to eliminate the burden and expense of further litigation. Further, Plaintiffs, while believing that all Claims brought in the Action have merit, has concluded that the terms of this Agreement are fair, reasonable, and adequate to the Plan, themselves, and the Settlement Class Members given, among other things, the inherent risks, difficulties and delays in complex ERISA litigation such as the Action. Neither the fact nor the

terms of this Agreement shall be used or offered or received in evidence in any action or proceeding for any purpose, except in an action or proceeding to enforce this Agreement or arising out of or relating to the Judgment.

X. MISCELLANEOUS

10.1 *No Disparaging Statements.* Plaintiffs and Plaintiffs' Counsel shall make no disparaging statements or accusations of wrongdoing related to this Settlement Agreement, the Action, the L3Harris Releasees, Defendants, or Defendants' Counsel, whether written or oral, including but not limited to any statements to the press or on any website or social media platform. Defendants' counsel shall make no disparaging statements or accusations of wrongdoing related to this Settlement Agreement, the Action, Plaintiffs, or Plaintiffs' Counsel, whether written or oral, including but not limited to any statements to the press or on any website or social media platform. L3Harris will not issue any official statements disparaging any Plaintiffs or Plaintiffs' Counsel or accusing any Plaintiffs or Plaintiffs' Counsel of wrongdoing. Plaintiffs and Plaintiffs' Counsel agree that they will not make any statement to the press related to this Settlement Agreement, the Action, the L3Harris Releasees, Defendants, or Defendants' Counsel (whether affirmatively or in response to an inquiry) without the consent of L3Harris or Defendants' Counsel. The Parties will agree upon a joint statement to utilize in response to any inquiries from the press or otherwise regarding this Settlement.

10.2 *Adequate Discovery.* The Parties agree that Defendants have provided sufficient information to allow Plaintiffs and Class Counsel to evaluate their

position and the strength of Plaintiffs' Claims prior to the mediation in this case and prior to deciding to settle this case.

10.3 **Waiver.** The provisions of this Agreement may be waived only by an instrument in writing executed by the waiving Party. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

10.4 **Dispute Resolution.** If a dispute arises regarding compliance with any of the provisions of this Agreement after it has been approved and executed, the dispute will be mediated by Jay Cohen, or, if unavailable, another neutral party (to be agreed upon by the Parties), who will make a non-binding decision regarding the dispute. The cost of any mediation shall be split equally between Plaintiffs and Defendants.

10.5 **Entire Agreement.** This Agreement is the entire agreement among the Parties and it supersedes any prior representations and agreements, written or oral, between the Parties. This Agreement cannot be altered, modified or amended except through a writing executed by all Parties.

10.6 **Construction of Agreement.** This Agreement shall be construed to effectuate the intent of the Parties to resolve all disputes encompassed by the Agreement. All Parties have participated in the drafting of this Agreement, and any ambiguity shall not be resolved by virtue of a presumption in favor of any Party. The Agreement was reached at arm's-length by the Parties represented by counsel. None of the Settling Parties shall be considered to be the drafter of this Agreement or any

provision hereof for the purposes of any statute, case law, or rule of interpretation or construction.

10.7 *Principles of Interpretation.* The following principles of interpretation apply to this Agreement:

(a) The headings of this Agreement are for reference only and do not affect in any way the meaning or interpretation of this Agreement.

(b) Definitions apply to the singular and plural forms of each term defined.

(c) References to a person are also to the person's permitted successors and assignees.

(d) Whenever the words "include," "includes," or "including" are used in this Agreement, they shall not be limiting but rather shall be deemed to be followed by the words "without limitation."

10.8 *Executed in Counterparts.* This Agreement may be executed in counterparts, all of which shall be considered one and the same document, as if a single document had been executed, and shall become effective when such counterparts have been signed by each of the Parties and delivered to the other Party. Counterpart copies of signature pages, whether delivered in original, by email in PDF format and/or by facsimile, taken together shall all be treated as originals and binding signatures.

10.9 *Notices.* Unless otherwise provided herein, any notice, request, instruction, application for Court approval, or application for Court order sought in connection with the Agreement, shall be in writing and delivered personally or sent

by certified mail or overnight delivery service, postage prepaid, with copies by email to the attention of Class Counsel or Defendants' Counsel (as well as to any other recipients that a court may specify). Parties may change the person(s) to whom such notices should be directed by giving notice pursuant to this Section. As of the date hereof, the respective representatives are as follows:

For Defendants:

Mark B. Blocker
Sidley Austin LLP
One South Dearborn Street
Chicago, IL 60603
Telephone: (312) 853-7000
Facsimile: (312) 853-7036
mblocker@sidley.com

For Plaintiff:

Mark K. Gyandoh
Capozzi Adler P.C.
312 Old Lancaster Road
Merion Station, PA 19066
Telephone: (610) 890-0200
Facsimile: (717) 233-4103
markg@capozziadler.com

10.10 *Extensions of Time.* The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Agreement.

10.11 *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of Florida without giving effect to any conflict of law

provisions that would cause the application of the laws of any jurisdiction other than Florida.


10.12 *Fees and Expenses.* Except as otherwise expressly set forth herein, each Party hereto shall pay their own fees, costs, and expenses incurred in connection with the Action, including fees, costs, and expenses incident to his, her, or its negotiation, preparation or compliance with this Agreement, and including any fees, expenses, and disbursements of his, her, or its counsel, accountants, and other advisors. Nothing in this Agreement shall require Defendants or their insurers to pay any monies other than as expressly provided herein.

10.13 *Communication With Participants.* Nothing in this Agreement or the Settlement shall prevent or inhibit Defendants' ability to communicate with current or former participants of the Plan.

10.14 *Retention of Jurisdiction.* The Parties shall request that the Court retain jurisdiction of this matter after the Effective Date and enter such orders as are necessary or appropriate to effectuate the terms of this Agreement.

Agreed to on behalf of Robert Stengl, Daniel Will, Gary K. Colley, Leslie D. Diaz, Amaya Johnson, William A. McKinley and John Karipas, and on behalf of the Settlement Class.

Dated: March 1, 2024

By: 

Mark K. Gyandoh
CAPOZZI ADLER P.C.
312 Old Lancaster Road

Merion Station, PA 19066
Telephone: (610) 890-0200
Facsimile: (717) 233-4103
markg@capozziadler.com

Agreed to on behalf of Defendants.

Dated: March 1, 2024

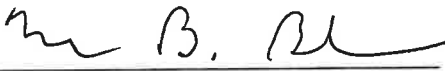
By: 
Mark B. Blocker
SIDLEY AUSTIN LLP
One South Dearborn Street
Chicago, IL 60603
Tel.: (312) 853 7000
Fax: (312) 853 7036
mblocker@sidley.com

EXHIBIT A

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

ROBERT J. STENGL, DANIEL WILL,
GARY K. COLLEY, LESLIE D. DIAZ,
AMAYA JOHNSON, WILLIAM A.
MCKINLEY, AND JOHN KARIPAS,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

L3HARRIS TECHNOLOGIES, INC.,
THE BOARD OF DIRECTORS OF
L3HARRIS TECHNOLOGIES, INC.,
AND THE INVESTMENT
COMMITTEE OF L3HARRIS
TECHNOLOGIES, INC.,

Defendants.

Case No.: 6:22-cv-00572-PGB-LHP

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

This Action came before the Court for hearing on **July 9, 2024** to determine the fairness of the proposed Settlement presented to the Court and the subject of this Court's Order Granting Preliminary Approval of Class Action Settlement, Preliminarily Certifying a Class for Settlement Purposes, Approving Form and Manner of Settlement Notice, and Setting Date for a Fairness Hearing. Due notice having been given and the Court having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

Except as otherwise defined herein, all capitalized terms used in this Final Order and Judgment shall have the same meanings as ascribed to them in the Settlement Agreement executed by counsel on behalf of the Named Plaintiffs, all Class Members, and Defendants, respectively.

1. The Court has jurisdiction over the subject matter of the Action and over all Settling Parties, including all members of the Settlement Class.

2. For the sole purpose of settling and resolving the Action, the Court certifies this Action as a class action pursuant to Rules 23(a) and (b)(1) of the Federal Rules of Civil Procedure. The Settlement Class is defined as:

All persons, except Defendants and their immediate family members, who were participants in or beneficiaries of the L3 Technologies Master Savings Plan, which was formerly known as the L-3 Communications Master Savings Plan, from November 23, 2015 through December 31, 2019. (the “Class Period”).

3. The Court finds for the sole purpose of settling and resolving the Action that:

(a) as required by FED. R. CIV. P. 23(a)(1), the Settlement Class is ascertainable from records kept with respect to the Plan and from other objective criteria, and the Settlement Class is so numerous that joinder of all members is impracticable.

(b) as required by FED. R. CIV. P. 23(a)(2), there are one or more questions of law and/or fact common to the Settlement Class.

(c) as required by FED. R. CIV. P. 23(a)(3), the claims of the Named Plaintiffs are typical of the claims of the Settlement Class that the Named Plaintiffs seek to certify.

(d) as required by FED. R. CIV. P. 23(a)(4), that the Named Plaintiffs will fairly and adequately protect the interests of the Settlement Class in that: (i) the interests of the Named Plaintiffs and the nature of the alleged claims are consistent with those of the Settlement Class members; and (ii) there appear to be no conflicts between or among the Named Plaintiffs and the Settlement Class.

(e) as required by FED. R. CIV. P. 23(b)(1), the prosecution of separate actions by individual members of the Settlement Class would create a risk of: (i) inconsistent or varying adjudications as to individual Settlement Class members that would establish incompatible standards of conduct for the parties opposing the claims asserted in this Action; or (ii) adjudications as to individual Settlement Class members that, as a practical matter, would be dispositive of the interests of the other members not parties to the individual adjudications, or substantially impair or impede the ability of such persons to protect their interests.

(f) as required by FED. R. CIV. P. 23(g), Class Counsel are capable of fairly and adequately representing the interests of the Settlement Class, and that Class Counsel: (i) have done appropriate work identifying or investigating

potential claims in the Action; (ii) are experienced in handling class actions; and (iii) have committed the necessary resources to represent the Settlement Class.

4. The Court hereby appoints Named Plaintiffs Robert J. Stengl, Daniel Will, Gary K. Colley, Leslie D. Diaz, Amaya Johnson, William A. McKinely, and John Karipas, as Class Representatives for the Settlement Class and Capozzi Adler, P.C., as Class Counsel for the Settlement Class.

5. The Court hereby finds that the Settlement Class has received proper and adequate notice of the Settlement, the Fairness Hearing, Class Counsel's application for attorneys' fees and reimbursement of litigation costs and for Case Contribution Awards to the Named Plaintiffs, and the Plan of Allocation, such notice having been given in accordance with the Preliminary Approval Order. Such notice included individual notice to all members of the Settlement Class who could be identified through reasonable efforts, as well as notice through a dedicated Settlement website on the internet, and provided valid, due, and sufficient notice of these proceedings and of the matters set forth in this Order, and included sufficient information regarding the procedure for the making of objections. Such notice constitutes the best notice practicable under the circumstances and fully satisfies the requirements of FED. R. CIV. P. 23 and the requirements of due process.

6. The Court hereby approves the Settlement and hereby orders that the Settlement shall be consummated and implemented in accordance with its terms and conditions.

7. Pursuant to FED. R. CIV. P. 23(e), the Court finds that the Settlement embodied in the Settlement Agreement is fair, reasonable and adequate to the Plan and the Settlement Class, and more particularly finds that:

(a) The Settlement was negotiated vigorously and at arm's-length by Defense Counsel, on the one hand, and the Named Plaintiffs and Class Counsel on behalf of the Settlement Class, on the other hand;

(b) Plaintiffs and Defendants had sufficient information to evaluate the settlement value of the Action;

(c) If the Settlement had not been achieved, Named Plaintiffs and the Settlement Class faced the expense, risk, and uncertainty of extended litigation;

(d) The amount of the Settlement – six hundred fifty thousand dollars (\$650,000.00) is fair, reasonable, and adequate, taking into account the costs, risks, and delay of trial and appeal. The method of distributing the Class Settlement Amount is efficient and requires no filing of claims. The Settlement terms related to attorneys' fees do not raise any questions concerning fairness of the Settlement, and there are no agreements, apart from the Settlement, required to be considered under FED. R. CIV. P. 23(e)(2)(C)(iv). The Class Settlement Amount is within the range of settlement values obtained in similar cases;

(e) At all times, the Named Plaintiffs and Class Counsel have acted independently of Defendants and in the interest of the Settlement Class; and

(f) The Court has duly considered and overruled any filed objection(s) to the Settlement to the extent there were any.

8. The Plan of Allocation is finally approved as fair, reasonable, and adequate. The Settlement Administrator shall distribute the Net Settlement Amount in accordance with the Plan of Allocation and the Settlement Agreement. The Settlement Administrator shall have final authority to determine the share of the Net Settlement Amount to be allocated to each Class Member in accordance with the Plan of Allocation approved by the Court.

9. All requirements of the Class Action Fairness Act, 28 U.S.C. § 1711, *et seq.*, have been met.

10. The releases and covenants not to sue set forth in the Settlement Agreement, including but not limited to Article V of the Settlement Agreement, together with the definitions contained in the Settlement Agreement relating thereto, are expressly incorporated herein in all respects. The Releases are effective as of the Settlement Effective Date. Accordingly, the Court orders that, as of the Settlement Effective Date, the Plan, the Class Representatives, and the Class Members (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, predecessors, successors, assigns, agents, and attorneys) hereby fully, finally, and forever settle, release, relinquish, waive, and discharge all Released Parties (including Defendants) from all Released Claims, regardless of whether or not such Class Member may discover facts in addition to or different from those which the Class Members or Class Counsel now know or believe to be true with respect to the Class Action and the Released Claims and regardless of whether such Class Member receives a monetary benefit from the Settlement, actually received the

Settlement Notice, filed an objection to the Settlement or to any application by Class Counsel for an award of Attorneys' Fees and Costs, and whether or not the objections or claims for distribution of such Class Member have been approved or allowed.

11. The Class Representatives, Class Members, and the Plan hereby settle, release, relinquish, waive, and discharge any and all rights or benefits they may now have, or in the future may have, under any law relating to the releases of unknown claims, including without limitation, Section 1542 of the California Civil Code, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that if known by him or her would have materially affected his or her settlement with the debtor or released party." The Class Representatives, Class Members, and the Plan with respect to the Released Claims also hereby waive any and all provisions, rights and benefits conferred by any law or of any State or territory within the United States or any foreign country, or any principle of common law, which is similar, comparable or equivalent in substance to Section 1542 of the California Civil Code.

12. The Class Representatives, the Class Members, and the Plan acting individually or together, or in combination with others, are hereby permanently and finally barred and enjoined from suing the Released Parties in any action or proceeding alleging any of the Released Claims.

13. Each Class Member hereby releases the Released Parties, Defense Counsel, and Class Counsel for any claims, liabilities, and attorneys' fees and expenses

arising from the allocation of the Gross Settlement Amount or Net Settlement Amount, any and all calculations under the Plan of Allocation, and for all tax liability and associated penalties and interest as well as related attorneys' fees and expenses.

14. The operative complaint and all claims asserted therein in the Action are hereby dismissed with prejudice and without costs to any of the Settling Parties and Released Parties other than as provided for in the Settlement Agreement.

15. The Court shall retain exclusive jurisdiction to resolve any disputes or challenges that may arise as to the performance of the Settlement Agreement or any challenges as to the performance, validity, interpretation, administration, enforcement, or enforceability of the Settlement Notice, Plan of Allocation, this Final Order and Judgment, or the Settlement Agreement or the termination of the Settlement Agreement. The Court shall also retain exclusive jurisdiction and rule by separate Order with respect to all applications for awards of attorneys' fees and Case Contribution Awards to the Named Plaintiffs, and reimbursements of litigation costs, submitted pursuant to the Settlement Agreement.

16. Any motion to enforce this Final Order and Judgment or the Settlement Agreement, including by way of injunction, may be filed in this Court, and the provisions of the Settlement Agreement and/or this Final Order or Judgment may also be asserted by way of an affirmative defense or counterclaim in response to any action that is asserted to violate the Settlement Agreement.

17. In the event that the Settlement Agreement is terminated, in accordance with its terms, this Final Order and Judgment shall be rendered null and void, ab initio,

and shall be vacated *nunc pro tunc*, and this Action shall for all purposes with respect to the Parties revert to its status as of the day immediately before the day the Settlement was reached. The Parties shall be afforded a reasonable opportunity to negotiate a new case management schedule.

18. With respect to implementation of distributions to Class Members who are Former Participants, all questions not resolved by the Settlement Agreement shall be resolved by the Settlement Administrator in its sole and exclusive discretion.

18. With respect to any matters that arise concerning the implementation of distributions to Class Members who have an Active Account (after allocation decisions have been made by the Settlement Administrator in its sole discretion), all questions not resolved by the Settlement Agreement shall be resolved by the Plan administrator or other fiduciaries of the Plan, in accordance with applicable law and the governing terms of the Plan.

19. Within twenty-one (21) calendar days following the issuance of all settlement payments to Class Members as provided by the Plan of Allocation approved by the Court, the Settlement Administrator shall prepare and provide to Class Counsel and Defense Counsel a list of each person who received a settlement payment or contribution from the Qualified Settlement Fund and the amount of such payment or contribution.

20. Upon entry of this Order, all Settling Parties, the Settlement Class, and the Plan shall be bound by the Settlement Agreement and this Final Order and Judgment.

SO ORDERED this ____ day of _____, 2024.

U.S. District Court Judge Paul G. Byron

EXHIBIT B

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

If you were a participant in the L3 Technologies Master Savings Plan, which was formerly known as the L-3 Communications Master Savings Plan, from November 23, 2015 through December 31, 2019, you may benefit from this class action settlement.

The case is Robert Stengl, et al. v. L3Harris Technologies, Inc, the Board of Directors of L3Harris Technologies, Inc., the Investment Committee of L3Harris Technologies, Inc., No. 6:22-cv-00572-PGB-LHP (M.D. Florida).

A Court authorized this notice. This is not a solicitation from a lawyer.

This notice advises you of a settlement (the “Settlement”) of a lawsuit against L3Harris Technologies, Inc., the Board of Directors of L3Harris Technologies, Inc., and the Investment Committee of L3Harris Technologies, Inc. and their corporate predecessors (collectively, “L3Harris”). In the lawsuit, Plaintiffs allege various claims related to the operation of the L3 Technologies Master Savings Plan, which was formerly known as the L-3 Communications Master Savings Plan (collectively, the “Plan”). Plaintiffs claim that the Plan fiduciaries should not have selected and maintained certain funds as investment options in the Plan and allowed the Plan to pay higher recordkeeping and administrative fees than necessary to the Plan’s recordkeepers. Plaintiffs also alleged that the L3Harris Board of Directors failed to monitor the Plan’s fiduciaries. L3Harris denies all the allegations in the lawsuit and contends that its conduct was entirely proper. You should read this entire notice carefully because your legal rights will be affected whether you act or not.

This notice explains your rights and options, including the deadline for you to object if you are opposed to this Settlement.

BASIC INFORMATION

1. Why did I get this notice?

You are receiving this notice because the Plan's records indicate that you were a participant in the Plan during the period from November 23, 2015 through December 31, 2019. As such, your rights will be affected by the Settlement of this lawsuit.

Please read the following information carefully to find out what the lawsuit is about, what the terms of the proposed settlement are, what rights you have to object to the proposed settlement agreement if you disagree with its terms, and the deadline to object to the proposed settlement.

2. What this Lawsuit is about?

A lawsuit was filed in the United States District Court for the Middle District of Florida against L3Harris. The lawsuit alleges that L3Harris violated ERISA with respect to the Plan. The individuals who are pursuing the lawsuit ("Plaintiffs") claim that L3Harris should not have selected and maintained certain funds as investment options in the Plan, and that the Plan paid higher recordkeeping and administrative fees than necessary to the Plan's recordkeepers. Plaintiffs also alleged that the L3Harris Board of Directors failed to monitor the Plan's fiduciaries.

L3Harris denies the allegations in the lawsuit and contends that its conduct was entirely proper. L3Harris has asserted, and would assert should the litigation continue, a number of defenses to Plaintiffs' claims.

3. What is a class-action lawsuit?

In a class-action lawsuit, one or more people called "class representatives" sue on their own behalf and on behalf of other people who have similar claims. One court resolves all the issues for all class members in a single lawsuit. Seven participants in the Plan are the class representatives in this lawsuit.

4. Why is there a Settlement?

The Parties have agreed to the Settlement after extensive negotiations. By agreeing to the Settlement, the Parties avoid the costs and risks of further litigation, and Plaintiffs and the other members of the Settlement Class will receive compensation and other benefits. Class Counsel have conducted a review of the evidence in the case and the potential risks and benefits of continued litigation and believe that the Settlement is in the best interest of the class. The Court has not made any finding that L3Harris has done anything wrong or violated any law or regulation.

The Plan has retained an independent fiduciary to evaluate the fairness of the Settlement. The independent fiduciary is Fiduciary Counselors Inc.

5. How do I get more information about the Settlement?

This notice is only a summary of the lawsuit and the proposed Settlement. It is not a complete description of the lawsuit or the proposed Settlement. You may inspect the pleadings and other papers (including the Settlement Agreement) that have been filed in this lawsuit at the office of the Clerk of the United States District Court for the Middle District of Florida, which is located at 401 West Central Boulevard, Orlando, Florida 32801. You may also review documents electronically through Public Access to Court Records, which is available as www.pacer.gov.

If you have questions about this notice or the proposed Settlement, you may contact Class Counsel (see answer to **Question 11** for contact information).

Do not contact the Court or the Defendants for information about the Settlement. The Settlement Administrator or Class Counsel can answer any questions you may have about the proposed Settlement.

THE SETTLEMENT BENEFITS – WHAT YOU MAY GET

6. What does the Settlement provide?

Plaintiffs and L3Harris have agreed to a settlement that involves monetary payments to participants. These and other terms of the Settlement are set forth in the Class Action Settlement Agreement dated [date] (“Settlement Agreement”), and described briefly below.

As part of the Settlement, L3Harris has agreed to make a one-time payment of \$650,000 (the “Settlement Amount”). After deduction from the Settlement Amount for any amounts that the Court approves for settlement-related expenses (including Attorneys’ Fees and Expenses to Class Counsel, certain fees for retaining an Independent Fiduciary, Administration Costs, and Taxes and Tax-Related Costs), and any amounts to the Class Representatives as case contribution awards, the remaining amount (known as the “Distributable Settlement Amount”) will be distributed to Settlement Class Members. Settlement Class Members are persons, except Defendants and their immediate family members, who were participants in or beneficiaries of the Plan from November 23, 2015 through December 31, 2019. However, to avoid disproportionate expenses in particular cases, the Parties have agreed that no distribution will be made to any Settlement Class Member who (1) is no longer a participant in the current L3Harris 401(k) plan and (2) would otherwise be entitled to an amount of less than \$5.00 from the Distributable Settlement Amount. Settlement Class Members who are participants in the current L3Harris 401(k) plan are *not* subject to this restriction. The Plan of Allocation is posted on the Settlement Website.

7. If I am entitled to a distribution, how will I receive the settlement proceeds?

Settlement Class Members who have a positive balance in their L3Harris 401(k) plan account at the time of the distribution will receive any settlement proceeds through a deposit into their L3Harris 401(k) plan account. To the extent feasible and ascertainable, those settlement proceeds will be invested in accordance with each Settlement Class Member’s instructions for investment of new contributions at the time the distribution is made, or, if no such instructions are in effect, to the applicable qualified default investment option. The distribution is estimated to occur on or

around [date]. Settlement Class Members who do not have a positive balance in their L3Harris 401(k) plan account as of the date of distribution (“Former Participants”) will receive a check from the Settlement Administrator.

8. How will I benefit from the Settlement?

You may be entitled to receive a portion of the Distributable Settlement Amount. Only Settlement Class Members are eligible to receive a portion of the Distributable Settlement Amount. (See the answer to Question 6 above.) Whether or not a person meets this definition will be based on the Plan’s records. You have received this notice because, based on the Plan’s records, you are believed to be a member of the Settlement Class. The Plan of Allocation attached to this notice will determine the amount paid to each eligible participant.

9. What are the Class Representatives receiving from the Settlement?

The Class Representatives will be entitled to receive benefits of the Settlement because they are Settlement Class Members. Plaintiffs will make an application to the Court for an award of case contribution awards not to exceed \$5,000 each for their service in the Action. It is up to the Court whether to grant any or all of the requested amount.

THE SETTLEMENT BENEFITS – WHAT YOU GIVE UP

10. What do I give up by participating in the Settlement?

In exchange for L3Harris’ payment of the Settlement Amount, all Settlement Class Members will release any claims they have related to the lawsuit and be prohibited from bringing or pursuing any other lawsuits or other actions based on such claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

Yes. In granting preliminary approval of the proposed Settlement, the Court appointed the Plaintiffs’ lawyers to serve as “Class Counsel” for the Settlement Class. The attorneys for the Settlement Class are as follows:

Mark K. Gyandoh
James A. Wells
Thomas J. Sinclair
Capozzi Adler P.C.
312 Old Lancaster Road
Merion Station, PA 19066
Telephone: (610) 890-0200
markg@capozziadler.com
jayw@capozziadler.com
thomass@capozziadler.com

You will not be charged separately for the work of these lawyers; their compensation will come from the Settlement Amount and will be determined by the Court. If you want to be represented by a different lawyer in this case, you may hire one at your own expense.

12. How will the lawyers (Class Counsel) be paid?

Class Counsel will file a motion with the Court seeking approval of their compensation, which will consist of (a) reasonable attorneys' fees and (b) reimbursement of the expenses they incurred in prosecuting the case. Class Counsel intend to seek attorneys' fees equal to one-third of the Settlement Amount plus reasonable expenses. The motion and supporting papers will be filed on or before [date]. After that date you may review the motion and supporting papers at [website]. Any attorneys' fees and expenses, in addition to the fee and the expenses incurred by the Settlement Administrator in sending this notice and administering the Settlement, will be paid from the Settlement Amount.

OBJECTING TO THE SETTLEMENT

13. What does it mean to object?

Objecting is simply telling the Court that you do not like something about the Settlement. Objecting will not have any bearing on your right to receive the benefits of the Settlement if it is approved by the Court.

14. What is the procedure for objecting to the Settlement?

Prior to the Final Approval Hearing, Settlement Class Members will have the opportunity to object to approval of the Settlement. Settlement Class Members can object to the Settlement and give reasons why they believe that the Court should not approve it. To object, you must send your objection to the Court, at U.S. District Court, Middle District of Florida, 401 West Central Boulevard, Orlando, Florida 32801, and to the Parties at the following addresses:

To Class Counsel:

Mark K. Gyandoh Capozzi Adler P.C. 312 Old Lancaster Road Merion Station, PA 19066

To Defendants' Counsel:

Mark B. Blocker Sidley Austin LLP One South Dearborn Street Chicago, IL 60603
--

Objections must be filed with the Court Clerk on or before [date]. Objections filed after that date

will not be considered. Any Settlement Class Member who fails to submit a timely objection will be deemed to have waived any objection they might have, and any untimely objection will be barred absent an order from the Court. Objections must include: (1) the case name and number; (2) your full name, current address, telephone number, and signature; (3) a statement that you are a Settlement Class Member and an explanation of the basis upon which you claim to be a Settlement Class Member; (4) all grounds for the objection, accompanied by any legal support known to you or your counsel; (5) a statement as to whether you or your counsel intends to personally appear and/or testify at the Final Approval Hearing; and (6) a list of any persons you or your counsel may call to testify at the Final Approval Hearing in support of your objection.

15. What if I do not want to be part of the lawsuit and want to exclude myself?

The Settlement does not allow any Settlement Class Members to exclude themselves from the settlement or decide not to be a part of the Settlement. While some class-action settlements allow class members to “opt out” of the settlement, because of the nature of the claims Plaintiffs have asserted in this lawsuit, Settlement Class Members do not have any right to opt out. Thus, if you dislike some portion of the settlement, your only recourse is to object to the settlement.

THE COURT’S FINAL APPROVAL HEARING

16. What is a final approval hearing?

The Court has granted preliminary approval of the proposed Settlement, finding that it is sufficiently reasonable to warrant such preliminary approval, and has approved delivery of this notice to Settlement Class Members. The Settlement will not take effect, however, until it receives final approval from the Court following an opportunity for Settlement Class Members to object to the Settlement. Following the deadline for objecting to the Settlement, the Court will hold a Final Approval Hearing on [date] to consider any objections. The Final Approval Hearing will take place at [time] at the United States District Court for the Middle District of Florida, located at 401 West Central Boulevard, Orlando, Florida 32801. The date and location of the Final Approval Hearing is subject to change by Order of the Court, which will appear on the Court’s docket for this case.

17. Can I attend the Final Approval Hearing?

Yes, anyone can attend the Final Approval Hearing. But the Court will only allow those who file and serve a timely written objection in accordance with this notice to speak at the Final Approval Hearing either in person or through counsel retained at his or her own expense. Those persons or their attorneys intending to speak at the Final Approval Hearing must serve notice of their intention to appear setting forth on Class Counsel and Defendants’ counsel (at the addresses set out above) and file it with the Court Clerk by no later than [date]. The notice must include: (1) the name, address, and telephone number of the Settlement Class Member, and (2) if applicable, the name, address, and telephone number of that Settlement Class Member’s attorney. Anyone who does not timely file and serve a notice of intention to appear in accordance with this paragraph shall not be permitted to speak at the Final Approval Hearing, except by Order of the Court. Any comment or objection that is timely filed will be considered by the Court even in the absence of a

personal appearance by the Settlement Class Member or that Settlement Class Member's counsel.

The Court will consider Settlement Class Member objections in deciding whether to grant final approval. Objectors are not required to attend the Final Approval Hearing, but if you intend to appear you must state your intention to do so in the manner described above. Settlement Class Members who do not comply with these procedures, or who miss the deadline to file an objection, lose the opportunity to have their objection considered by the Court or to appeal from any order or judgment entered by the Court regarding the Settlement.

18. Where can I get more information?

You can visit the website at [URL] where you will find the full Settlement Agreement, the Court's order granting preliminary approval, this notice, and other relevant pleadings and documents. If you cannot find the information you need on the website, you may also contact Class Counsel for more information. Do not contact the Court or Defendants to get additional information.

Dated: March __, 2024

By: _____
Order of the United States District Court
District Judge Paul G. Byron

EXHIBIT C

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

ROBERT STENGL, DANIEL WILL,
GARY K. COLLEY, LESLIE D. DIAZ,
AMAYA JOHNSON, WILLIAM A.
MCKINLEY, AND JOHN KARIPAS,
INDIVIDUALLY AND ON BEHALF OF ALL
OTHERS SIMILARLY SITUATED,

Plaintiffs,

v.

L3HARRIS TECHNOLOGIES, INC.,
THE BOARD OF DIRECTORS OF
L3HARRIS TECHNOLOGIES, INC.,
AND THE INVESTMENT
COMMITTEE OF L3HARRIS
TECHNOLOGIES, INC.,

Defendants.

Case No.: 6:22-cv-00572-PGB-LHP

PLAN OF ALLOCATION

I. DEFINITIONS

Except as indicated in this Plan of Allocation, the capitalized terms used herein shall have the meaning ascribed to them in the Settlement Agreement.

II. CALCULATION OF ALLOCATION AMOUNTS

A. In accordance with paragraph 4.1 of the Settlement Agreement, Defendants shall direct the current recordkeeper for the Plan to provide the Settlement Administrator with reasonably obtainable participant data to determine the amount of each Settlement Class Member's allocable portion of the

Distributable Settlement Amount (as defined in Sections 1.15 and 3.2(a) of the Settlement Agreement) in accordance with this Plan of Allocation.

B. The data used to perform calculations under this Plan of Allocation shall include the year-end balances of each Settlement Class Member's account for each year of the Class Period. For Settlement Class Members who had a balance in their accounts at the beginning of the Class Period, but liquidated their account prior to the end of the Class Period, the balance in their account at the time of their last quarterly statement prior to distribution (or the last available statement that shows a balance) will be the balance used for purposes of calculating an award under this Plan of Allocation.

C. Each Settlement Class Member's allocable portion of the Distributable Settlement Amount will be calculated as follows:

1. Calculate the sum of each Settlement Class Member's account balances for each year of the Class Period based on the data referenced in Section II(B) of this Plan of Allocation. This amount shall be that Settlement Class Member's "Balance."
2. Sum the Balance for all Settlement Class Members.
3. Allocate each Settlement Class Member a share of the Distributable Settlement Amount in proportion to the sum of that Settlement Class Member's Balance as compared to the sum of the Balance for all Settlement Class Members, *i.e.*, where the numerator is the Settlement Class Member's Balance and the denominator is the sum of all Settlement Class Members' Balances.

D. The amounts resulting from this initial calculation shall be known as the Preliminary Entitlement Amount. Current Participants with a Preliminary

Entitlement Amount of \$0 shall not receive a distribution from the Net Settlement Amount. Former Participants who are entitled to a distribution of \$5.00 or less (the Former Participant De Minimis Amount) will not receive a distribution from the Distributable Settlement Amount. The Settlement Administrator shall recalculate the entitlement amount excluding those participants described in the preceding two sentences. The resulting calculation shall be the “Final Entitlement Amount” for each Settlement Class Member entitled to a distribution. The sum of the Final Entitlement Amount for each remaining Settlement Class Member must equal the dollar amount of the Distributable Settlement Amount.

E. Settlement Class Members With Accounts In The Current Plan. For a Settlement Class Member whose account in the Current Plan has a positive balance as of the calculation of the Final Entitlement Amount, the Final Entitlement Amount will be allocated into his or her account in the Current Plan (unless that account has been closed in the intervening period between the calculation of the Final Entitlement Amount and the payment of the Final Entitlement Amount, in which case that Settlement Class Member will receive his or her allocation in accordance with Section II.F, below).

As promptly as reasonably possible after deposit of the Distributable Settlement Amount into the Plan (per Section 3.2(c) of the Settlement Agreement), the Settlement Administrator shall forward to the current recordkeeper for the Plan the information and/or data needed for allocating into each Settlement Class Member’s account under the Current Plan his or her Settlement Class Member’s

Final Entitlement Amount. The deposited amount shall be invested by the current recordkeeper for the Plan pursuant to the Settlement Class Member's investment elections on file for new contributions. If the Class Member has no election on file, the deposited amount shall be invested in the default investment option(s) designated by the Current Plan, and if the Current Plan has not designated any default investment option(s), in a target date fund commensurate with the Settlement Class Member's retirement age or similar fund under the Current Plan.

F. Settlement Class Members Without Accounts Under The Current Plan. Former Participants with a Final Entitlement Amount over \$5.00 shall be paid by check from the Settlement Administrator. All such payments are intended by the Settlement Class to be "restorative payments" in accordance with Internal Revenue Service Revenue Ruling 2002-45. Checks issued to Former Participants pursuant to this paragraph shall be valid for 90 days from the date of issue.

G. The Settlement Administrator shall utilize the calculations required to be performed herein for making the required distributions of the Final Entitlement Amount, less any required tax withholdings or penalties, to each Settlement Class Member. In the event that the Settlement Administrator determines that the Plan of Allocation would otherwise require payments exceeding the Distributable Settlement Amount, or the Distributable Settlement Amount is insufficient to distribute to all Settlement Class Members with an account balance during the Class Period, the Settlement Administrator is authorized to make such changes as are necessary to the Plan of Allocation to allow for distribution to all qualified

Settlement Class Members, including increasing or decreasing the Former Participant De Minimis Amount. The Settlement Administrator shall be solely responsible for performing any calculations required by this Plan of Allocation.

H. If the Settlement Administrator concludes that it is impracticable to implement any provision of the Plan of Allocation, it shall be authorized to make such changes to the methodology as are necessary to implement as closely as possible the terms of the Settlement Agreement, so long as the total amount of distributions does not exceed the Distributable Settlement Amount.

I. No sooner than fourteen (14) calendar days following the expiration of all undeposited checks issued pursuant to this Plan of Allocation, any amount remaining in the Escrow Account shall be paid to the Current Plan for the purpose of defraying administrative fees and expenses of the Current Plan that would otherwise be charged to the participants of the Current Plan.

J. Neither the Released Parties, Defense Counsel, nor Class Counsel shall have any responsibility for or liability whatsoever with respect to any tax advice given to Settlement Class Members.

III. QUALIFICATIONS AND CONTINUING JURISDICTION

The Court will retain jurisdiction over the Plan of Allocation to the extent necessary to ensure it is fully and fairly implemented.

EXHIBIT D

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

ROBERT STENGL, DANIEL WILL,
GARY K. COLLEY, LESLIE D. DIAZ,
AMAYA JOHNSON, WILLIAM A.
MCKINLEY, AND JOHN KARIPAS,
INDIVIDUALLY AND ON BEHALF OF ALL
OTHERS SIMILARLY SITUATED,

Plaintiffs,

v.

L3HARRIS TECHNOLOGIES, INC.,
THE BOARD OF DIRECTORS OF
L3HARRIS TECHNOLOGIES, INC.,
AND THE INVESTMENT
COMMITTEE OF L3HARRIS
TECHNOLOGIES, INC.,

Defendants.

Case No.: 6:22-cv-00572-PGB-LHP

PRELIMINARY APPROVAL ORDER

This matter came to before the Court on Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. In connection with that motion, the Court has considered and reviewed the following materials: (a) Plaintiffs' Motion for Preliminary Approval (the "Motion"), and the papers filed in connection therewith; and (b) the Class Action Settlement Agreement dated March 1, 2024 and the exhibits attached thereto (the "Settlement Agreement"). In addition, the Court has considered the arguments of counsel and the pleadings and record in this case. This Court has

considered all of the foregoing materials and information and finds that there is good cause for granting the Motion.

NOW THEREFORE, IT IS HEREBY ORDERED:

1. Capitalized terms used in this Order that are not otherwise identified herein have the meaning assigned to them in the Settlement Agreement.

2. The Court has jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1331 and 29 U.S.C. § 1132(e)(1).

3. Venue before this Court is proper pursuant to 29 U.S.C. § 1132(e)(2).

4. The terms set forth in the Settlement Agreement are hereby preliminarily approved, subject to further consideration at the Final Approval Hearing provided for below. The Court concludes that the Settlement Agreement is sufficiently within the range of reasonableness to warrant the preliminary approval of the Settlement Agreement, the scheduling of the Final Approval Hearing, and the dissemination of Notices to Settlement Class Members, each as provided for in this Order. The Court further finds, on a preliminary basis, that the formula proposed for allocating the Distributable Settlement Fund among Settlement Class Members is fair and reasonable.

Class Certification for Settlement Purposes

5. The Court previously granted Plaintiffs' Unopposed Motion for Class Certification (ECF No. 92) on June 5, 2023, appointing class representatives and class

counsel, and certifying the following class pursuant to Rules 23(a) and (b)(1) of the Federal Rules of Civil Procedure:

All persons, except Defendants and their immediate family members, who were participants in or beneficiaries of the L3 Technologies Master Savings Plan, and either (i) paid recordkeeping and administration fees at any time from November 23, 2015 through July 1, 2018 (the “Recordkeeping Class Period”), or (ii) were invested in allegedly imprudent investment options from November 23, 2015 through December 31, 2019 (the “Imprudent Investment Class Period”).

6. The Court hereby modifies the class definition pursuant to Rules 23(a) and (b)(1) of the Federal Rules of Civil Procedure and certifies for settlement purposes only the following Settlement Class (the “Class” or the “Settlement Class”):

All persons, except Defendants and their immediate family members, who were participants in or beneficiaries of the L3 Technologies Master Savings Plan, which was formerly known as the L-3 Communications Master Savings Plan, from November 23, 2015 through December 31, 2019.

7. The Court hereby finds that pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs are adequate class representatives and certifies them as Class Representatives for the Class, and appoints the law firm of Capozzi Adler P.C. as Class Counsel. Plaintiffs and Class Counsel have fairly and adequately represented the Class in terms of both litigating the claims of the Class and entering into and implementing the Settlement, and have satisfied all the requirements of Federal Rules of Civil Procedure 23(a)(4) and 23(g), respectively.

Class Notice

8. The Court approves the Long Form and Short Form Postcard Settlement Notices (“Notices”) in the forms attached as Exhibits B and E, respectively, to the

Settlement Agreement. The Parties may make non-substantive changes to the Notices, such as filling in the applicable dates and correcting any typographical errors or addressing similar issues.

9. Defendants shall cause the current recordkeeper to provide to the Settlement Administrator the last known mailing address for each Settlement Class Member. The names and addresses provided to the Settlement Administrator pursuant to this Order shall be used solely for the purpose of providing notice of this Settlement and for no other purpose.

10. Within forty-five (45) days after entry of this Order, the Settlement Administrator shall cause copies of the Short Form Postcard Settlement Notice to be sent via first-class U.S. mail, postage pre-paid to each Settlement Class Member through the notice procedure described in the Settlement Agreement. The Long Form Settlement Notice shall be made available on the Settlement Website within 14 days after entry of this Order.

11. The Court finds that the Notices to be provided as set forth in this Order are the best means of providing notice to the Settlement Class Members as is practicable under the circumstances and, when completed, shall constitute due and sufficient notice of the Settlement and the Final Approval Hearing, and the requested Attorneys' Fees and Expenses, to all persons affected by or entitled to participate in the Settlement in full compliance with the requirements of due process and the Federal Rules of Civil Procedure.

12. All reasonable Administrative Costs for the Settlement Administrator, Independent Fiduciary, and Escrow Agent in connection with their duties under the Settlement shall be paid as set forth in the Settlement Agreement without further order of the Court.

Final Approval Hearing

13. The Court will hold a Final Approval Hearing on _____, 2024 [date no earlier than 110 days from date of preliminary approval] at __:__.m. in Courtroom 4B of the George C. Young Federal Annex Courthouse, United States District Court for the Middle District of Florida, located at 401 West Central Boulevard, Orlando, Florida 32801, for the following purposes: (a) to determine whether the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Class and should be approved by the Court; (b) to determine whether a Final Approval Order substantially in the form attached as Exhibit A to the Settlement Agreement should be entered pursuant to the terms of the Settlement, dismissing with prejudice all claims asserted in the Action against Defendants with respect to Settlement Class Member(s); (c) to determine whether the proposed Plan of Allocation for the proceeds of the Settlement is fair and reasonable and should be approved; (d) to determine whether the separate motion for payment of Attorneys' Fees and Expenses to Class Counsel and Case Contribution Awards for the Class Representatives should be approved; and (e) to consider any other matters that may properly be brought before the Court in connection with the Settlement. Notice of the Settlement and the Final Approval Hearing shall be given to Class Members as set forth in Paragraph 10 of this Order.

14. The Court may adjourn the Final Approval Hearing and approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Class.

Appearance and Objections at Settlement Hearing

15. The Court will consider written comments and objections to the Settlement Agreement, to the Plan of Allocation, and to the proposed award of Attorneys' Fees and Expenses and Class Representatives' Case Contribution Awards, only if such written comments or objections are filed with the Court Clerk not later than 21 days before the Final Approval Hearing and comply with the requirements of Paragraph 16 below, and are served on the Parties at the following addresses:

For Filing with the Court:

United States District Court
for the Middle District of Florida
401 West Central Boulevard
Orlando, Florida 32801

To Class Counsel:

Mark K. Gyandoh
CAPOZZI ADLER P.C.
312 Old Lancaster Road
Merion Station, PA 19066
Telephone: (610) 890-0200
Facsimile: (717) 233-4103
markg@capozziadler.com

To Defendants' Counsel:

Mark B. Blocker
SIDLEY AUSTIN LLP
One South Dearborn Street
Chicago, IL 60603

16. The Court will only consider written comments and objections to the Settlement that are signed by the Settlement Class Member and are timely filed with the Court Clerk and served not later than 21 days before the Final Approval Hearing and include all of the following: (a) the name and case number of the Action; (b) the Settlement Class Member's full name, address, telephone number, and signature; and (c) a statement of all comments or grounds for the objection. Any member of the Settlement Class or other person who does not timely file and serve a written objection complying with the terms of this Paragraph shall be deemed to have waived, and shall be foreclosed from raising, any objection to the Settlement Agreement, and any untimely objection shall be barred absent an Order from the Court. The Parties may take discovery, including depositions, from anyone who files an objection with respect to any of the issues raised in the objection.

17. Anyone who files and serves a timely, written comment or objection in accordance with this Order may also appear at the Final Approval Hearing either in person or through qualified counsel retained at their own expense. Those persons or their attorneys intending to appear at the Final Approval Hearing must serve a notice of intention to appear setting forth, among other things, the name, address, and telephone number of the Settlement Class Member (and, if applicable, the name, address, and telephone number of that Settlement Class Member's attorney) on Class Counsel and Defendants' Counsel (at the addresses set out above) and file it with the Court Clerk by not later than 21 days before the Final Approval Hearing. Anyone who

does not timely file and serve a notice of intention to appear in accordance with this Paragraph shall not be permitted to appear at the Final Approval Hearing, except by Order of the Court for good cause shown. Any comment or objection that is timely filed will be considered by the Court even in the absence of a personal appearance by the Settlement Class Member or that Settlement Class Member's counsel.

Additional Issues

18. The Court approves the retention of Analytics Consulting LLC ("Analytics") as the Settlement Administrator.

19. The Court approves the selection of Analytics as the Escrow Agent. The contents of the Settlement Fund held by Analytics as Escrow Agent shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court until such time as they shall be distributed pursuant to the Settlement Agreement and/or further Order(s) of the Court.

20. In further aid of the Court's jurisdiction to review, consider, implement, and enforce the Settlement, the Court orders that Plaintiffs and all Settlement Class Members are preliminarily enjoined and barred from commencing, prosecuting, or otherwise litigating, in whole or in part, either directly, representatively, derivatively, or in any other capacity, whether by complaint, counterclaim, defense, or otherwise, in any local, state, or federal court, or in any agency or other authority or forum wherever located, any contention, allegation, claim, cause of action, matter, lawsuit, or action asserting the Released Claims.

Termination of Settlement

21. If the Settlement is terminated or not approved, or if the Effective Date of the Settlement does not occur, this Order shall become null and void and be without prejudice to the rights of Plaintiffs, the Settlement Class Members, and Defendants, and the Settling Parties shall be deemed to have reverted to their respective positions in this Action as of December 21, 2023.

Supporting Papers

22. Plaintiffs shall file their motion for final approval of the proposed Settlement and their motion for Attorneys' Fees and Expenses and Class Representative's Case Contribution Awards no later than thirty (30) calendar days before the date for filing Objections set forth in Paragraph 17.

23. Any additional briefs the Parties may wish to file in support of the Settlement shall be filed no later than seven (7) calendar days before the date of the Final Approval Hearing.

Use of Order

24. This Order is not admissible as evidence for any purpose against Defendants in any pending or future litigation involving any of the Parties. This Order (a) shall not give rise to any inference of, and shall not be construed or used as an admission, concession, or declaration against Defendants of, wrongdoing or liability in the Action or any other proceeding; (b) is not an admission of any liability of any kind, whether legal or factual; (c) shall not be used or received in evidence in any action or proceeding for any purpose, except in an action or proceeding to enforce the Settlement Agreement; (d) shall not be construed or used as an admission, concession,

or declaration by or against Plaintiffs or the Settlement Class that their claims lack merit or that the relief requested in the Action is inappropriate, improper, or unavailable; (e) shall not be construed or used as an admission, concession, declaration or waiver by any Party of any arguments, defenses, or claims he, she, or it may have, including, but not limited to, any objections by Defendants to class certification, in the event that the Settlement Agreement is terminated. This Order and the Settlement Agreement and any proceedings taken pursuant to the Settlement Agreement are for settlement purposes only. Defendant specifically denies any fault, breach, liability or wrongdoing.

Jurisdiction

25. The Court hereby retains jurisdiction for purposes of implementing the Settlement Agreement, and reserves the power to enter additional orders to effectuate the fair and orderly administration and consummation of the Settlement Agreement as may from time to time be appropriate, and to resolve any and all disputes arising thereunder.

SO ORDERED this _____ day of _____, 2024

U.S. District Court Judge Paul G. Byron

EXHIBIT E

Robert Stengl, et al. vs. L3Harris Technologies, Inc., et al.
c/o Analytics Consulting, LLC
[address]

[Postage Prepaid]

COURT-ORDERED LEGAL NOTICE

*This Notice may affect your legal rights.
Please read carefully.*

Important Legal Notice Authorized by the United States District Court for the Middle District of Florida.

Name
Address
City, State
Zip

If you were a participant or beneficiary of the L3 Technologies Master Savings Plan, which was formerly known as the L-3 Communications Master Savings Plan, between November 23, 2015 and December 31, 2019, your rights may be impacted by a proposed settlement of a class action lawsuit.

THIS CARD PROVIDES ONLY LIMITED INFORMATION ABOUT THE CLASS ACTION.

Please visit [www.], email settlement@capozziadler.com (writing L3Harris Settlement in the subject line), or call (xxx) xxx-xxxx for more information. A federal court has authorized this notice. This is not a solicitation from a lawyer. You are receiving this Notice of Class Action Settlement (“Notice”) because the records of the L3 Technologies Master Savings Plan, which was formerly known as the L-3 Communications Master Savings Plan (the “Plan”), indicate that you were a participant in the Plan during the period November 23, 2015 through December 31, 2019 (the “Class Period”). This Notice advises you of basic information about your options. A Long Form Settlement Notice is available at [www.].

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
YOU ARE NOT REQUIRED TO FILE A CLAIM IF YOU ARE ENTITLED TO A PAYMENT UNDER THE SETTLEMENT AGREEMENT.	If the Settlement is approved by the Court and you are a member of the Settlement Class, you will not need to file a claim in order to receive a Settlement payment if you are entitled to receive a payment under the Settlement Agreement.
HOW SETTLEMENT PAYMENTS WILL BE DISTRIBUTED.	If you currently have a positive account balance in the Plan and are a Settlement Class Member, any share of the Distributable Settlement Amount to which you are entitled will be deposited into your Plan account. If you are a Former Participant (<i>i.e.</i> , no longer a participant in the Plan) and are a Settlement Class Member, such funds to which you are entitled shall be paid directly to you by the Settlement Administrator by check. Not all Settlement Class Members will receive a payment, and it may take several months for the payments to be made.
YOU MAY OBJECT TO THE SETTLEMENT BY [redacted].	If you wish to object to any part of the Settlement, you may write to the Court and the attorneys for the Parties about why you object to the Settlement. Address your objection to: Clerk of the Court, United States District Court for the Middle District of Florida, 401 West Central Boulevard, Orlando, Florida 32801. You should also email a copy of your objection to Class Counsel and Defense Counsel at settlement@Capozziadler.com (writing “L3Harris Settlement” in the subject line)
YOU MAY ATTEND THE FINAL APPROVAL HEARING TO BE HELD ON [redacted].	If you submit a written objection to the Settlement to the Court and counsel before the Court-approved deadline, you may (but do not have to) attend the Final Approval Hearing about the Settlement and present your objections to the Court. You may attend the Final Approval Hearing even if you do not file a written objection, but you will only be allowed to speak at the Final Approval Hearing if you file a written objection by the Court-approved deadline in advance of the Final Approval Hearing AND you file a notice of intention to appear, as described in the answer to Question Nos. 14 and 17 in the Long Form Settlement Notice.

Do not contact the Court or Defendants for information about the Settlement. All questions should be directed to Analytics Consulting, LLC or Class Counsel, or visit the website listed herein.

EXHIBIT 2

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

ROBERT STENGL, DANIEL WILL,)	
GARY K. COLLEY, LESLIE D. DIAZ,)	CASE NO.: 6:22-cv-00572-PGB-LHP
AMAYA JOHNSON, WILLIAM A.)	
MCKINLEY, AND JOHN KARIPAS,)	
INDIVIDUALLY AND ON BEHALF OF)	
ALL OTHERS SIMILARLY SITUATED,)	
)	
Plaintiffs,)	
)	
-against-)	
)	
L3HARRIS TECHNOLOGIES, INC., THE)	
BOARD OF DIRECTORS OF L3HARRIS)	
TECHNOLOGIES, INC., AND THE)	
INVESTMENT COMMITTEE OF)	
L3HARRIS TECHNOLOGIES, INC.,)	
)	
Defendants.)	

**DECLARATION OF SETTLEMENT ADMINISTRATOR IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL APPROVAL**

I, Jeffrey Mitchell, declare and state as follows:

1. I am currently a Project Manager for Analytics Consulting, LLC (hereinafter "Analytics"), located at 18675 Lake Drive East, Chanhassen, Minnesota, 55317. Analytics provides consulting services to the design and administration of class action and mass tort litigation settlements and notice programs. The settlements Analytics has managed over the past twenty-five years range in size from fewer than 100 class members to more than 40 million, including some of the largest and most complex notice and claims administration programs in history.

2. Analytics' clients include corporations, law firms (both plaintiff and defense), the Department of Justice, the Securities and Exchange Commission, and the Federal Trade Commission, which since 1998 has retained Analytics to administer and provide expert advice regarding notice and claims processing in their settlements/distribution of funds.

3. In my capacity as Project Manager, I count among my duties responsibility for matters relating to the settlement administration for the above-captioned litigation.

4. Analytics has been engaged in this matter to provide settlement administration services, including (among other things) the mailing of the Court-approved Settlement Notices, the establishment and maintenance of a Settlement Website and telephone call center facility, and the distribution of settlement benefits to Class Members (following final approval).

CAFA Notice

5. On March 8, 2024, pursuant to the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 171, Analytics sent CAFA Notices to the U.S. Attorney General, Department of Labor, and the attorney generals of all States with class member residents.

Class Notice

6. On or about March 21, 2024, Analytics received from defense counsel multiple Excel files containing class member data, including two files with, amongst other information, class member names and addresses, as well as 5 files containing

balance data for class members (“Class Data”). Analytics processed the data and located 76,247 unique Class Member records.

7. Analytics cross-referenced the Class Member addresses with the United States Postal Service National Change of Address database.

8. On April 25, 2024, Analytics mailed by first-class mail the Court-approved Short-Form Notice (“Postcard Notice”) to the 76,247 class members identified in the Class Data. A copy of the template of the Postcard Notice is attached hereto as **Exhibit 1**.

9. To date, 527 Postcard Notices to Class Members have been returned to Analytics by the U.S. Postal Service with a forwarding address. In each case, Analytics updated the class list with the forwarding address and processed a re-mail of the Postcard Notice to the updated address.

10. To date, 3,299 Postcard Notices were returned to Analytics by the U.S. Postal Service without a forwarding address. Analytics conducted a skip trace in an attempt to ascertain a valid address for each affected Class Member. As a result of these efforts, 2,569 new addresses were identified for Class Members. Analytics subsequently updated the class list with these new addresses and processed a re-mail of the Postcard Notice to each of those addresses.

11. In total, out of 76,247 Postcard Notices that were mailed by first-class mail, only 730 (approximately 0.96%) were ultimately undeliverable as of the date of this declaration, according to Analytics’ records, despite Analytics’ efforts to verify address information in advance of mailing and to update address information and re-

mail the Notices if they were initially returned.

Settlement Website and Telephone Information Line

12. Beginning March 21, 2024, to the present, Analytics has maintained a Settlement Website relating to this action. The internet address for this Settlement Website is www.401kplansettlement.com and was referenced in the Postcard Notice.

13. Beginning on or before February 26, 2024, to the present, Analytics has also maintained a toll-free telephone support line as a resource for Class Members seeking information about the Settlement. The toll-free telephone line employs an interactive voice response system (“IVR system”) to answer calls and provides callers the option of speaking with a live operator if they prefer. The toll-free number for the telephone support line is 1-866-491-4880 and was referenced in the Postcard Notice.

No Objections

14. The deadline to object is June 18, 2024. As of the date of this Declaration, I am not aware of any objections to the Settlement.

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

Dated May 17, 2024

DocuSigned by:
Jeff Mitchell
13EC110C92464EC...

Jeffrey Mitchell

EXHIBIT 1

~~THIS CARD PROVIDES ONLY LIMITED INFORMATION ABOUT THE CLASS ACTION.~~

Please visit www.401kplansettlement.com, email settlement@capozziadler.com (writing *L3Harris Settlement in the subject line*), or call (866) 491-4880 for more information. A federal court has authorized this notice. This is not a solicitation from a lawyer. You are receiving this Notice of Class Action Settlement (“Notice”) because the records of the L3 Technologies Master Savings Plan, which was formerly known as the L-3 Communications Master Savings Plan (the “Plan”), indicate that you were a participant in the Plan during the period November 23, 2015 through December 31, 2019 (the “Class Period”). This Notice advises you of basic information about your options. A Long Form Settlement Notice is available at www.401kplansettlement.com.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT

YOU ARE NOT REQUIRED TO FILE A CLAIM IF YOU ARE ENTITLED TO A PAYMENT UNDER THE SETTLEMENT AGREEMENT.

If the Settlement is approved by the Court and you are a member of the Settlement Class, you will not need to file a claim in order to receive a Settlement payment if you are entitled to receive a payment under the Settlement Agreement.

HOW SETTLEMENT PAYMENTS WILL BE DISTRIBUTED.

If you currently have a positive account balance in the Plan and are a Settlement Class Member, any share of the Distributable Settlement Amount to which you are entitled will be deposited into your Plan account. If you are a Former Participant (*i.e.*, no longer a participant in the Plan) and are a Settlement Class Member, such funds to which you are entitled shall be paid directly to you by the Settlement Administrator by check. Not all Settlement Class Members will receive a payment, and it may take several months for the payments to be made.

YOU MAY OBJECT TO THE SETTLEMENT BY JUNE 18, 2024.

If you wish to object to any part of the Settlement, you may write to the Court and the attorneys for the Parties about why you object to the Settlement. Address your objection to: Clerk of the Court, United States District Court for the Middle District of Florida, 401 West Central Boulevard, Orlando, Florida 32801. You should also email a copy of your objection to Class Counsel and Defense Counsel at settlement@Capozziadler.com (writing “L3Harris Settlement” in the subject line).

YOU MAY ATTEND THE FINAL APPROVAL HEARING TO BE HELD ON JULY 9, 2024.

If you submit a written objection to the Settlement to the Court and counsel before the Court-approved deadline, you may (but do not have to) attend the Final Approval Hearing about the Settlement and present your objections to the Court. You may attend the Final Approval Hearing even if you do not file a written objection, but you will only be allowed to speak at the Final Approval Hearing if you file a written objection by the Court-approved deadline in advance of the Final Approval Hearing AND you file a notice of intention to appear, as described in the answer to Question Nos. 14 and 17 in the Long Form Settlement Notice.

Do not contact the Court or Defendants for information about the Settlement.

All questions should be directed to Analytics Consulting LLC or Class Counsel, or visit the website listed herein.

Robert Siegel, LLP
L3Harris Technologies, Inc., et al.
c/o Analytics Consulting LLC
P.O. Box 2007
Chanhassen, MN 55317-2007

COURT-ORDERED LEGAL NOTICE

This Notice may affect your legal rights. Please read carefully.

Important Legal Notice Authorized
by the United States District Court
for the Middle District of Florida.

**If you were a participant
or beneficiary of the L3
Technologies Master
Savings Plan, which was
formerly known as the L-3
Communications Master Savings
Plan, between November 23,
2015 and December 31, 2019,
your rights may be impacted by
a proposed settlement of a class
action lawsuit.**

ABC1234567890 - Claim Number: 1111111



JOHN Q CLASSMEMBER
123 MAIN ST
APT 1
ANYTOWN, ST 12345

EXHIBIT 3

Beach, et al. v. JPMorgan Chase Bank, et al. , Civil Action No. 17-CV-00563-JMF**Kessler Topaz Meltzer & Check, LLP - Lodestar****Reporting Period: Inception - August 17, 2020**

Attorneys	Position	Rate	Hours	Current Lodestar
Edward Ciolko	P	\$750.00	22.40	\$16,800.00
Jennifer Enck	C	\$690.00	2.45	\$1,690.50
Abigail Gertner	SA	\$385.00	712.70	\$274,389.50
Dominique Grenier	PA	\$350.00	753.00	\$263,550.00
Mark Gyandoh	C	\$690.00	1,771.80	\$1,222,542.00
James Maro	P	\$850.00	46.95	\$39,907.50
Josh Matarese	P	\$700.00	93.80	\$65,660.00
Joseph Meltzer	P	\$920.00	221.20	\$203,504.00
Peter Muhic	P	\$850.00	42.50	\$36,125.00
Jonathan Neumann	A	\$505.00	41.20	\$20,806.00
Nathan Paustian	PA	\$350.00	2,606.50	\$912,275.00
Andrew Peoples	PA	\$350.00	120.00	\$42,000.00
Lisa Lamb Port	C	\$690.00	425.70	\$293,733.00
Ardit Prifti	A	\$400.00	61.40	\$24,560.00
Julie Siebert-Johnson	A	\$500.00	122.60	\$61,300.00
Donna Siegel Moffa	C	\$690.00	255.50	\$176,295.00
Jason Ware	A	\$525.00	24.60	\$12,915.00
Attorney Totals:			7,324.30	\$3,668,052.50
Paralegals				
Courtney Hemsley	PL	\$260.00	15.10	\$3,926.00
Deborah Moffo	PL	\$250.00	3.60	\$900.00
Ron Muchnick	PL	\$250.00	4.00	\$1,000.00
Holly Paffa	PL	\$260.00	0.10	\$26.00
Lacey Russo	PL	\$260.00	809.20	\$210,392.00
Julie Wotring	PL	\$275.00	263.00	\$72,325.00
Paralegal Totals:			1,095.00	\$288,569.00
Professional Staff				
Tiffany Ehm	PS	\$250.00	38.30	\$9,575.00
Professional Staff Totals:			38.30	\$9,575.00
TOTALS:			8,457.60	\$3,966,196.50

A = Associate

C = Counsel

P = Partner

P = Project Attorney

SA = Staff Attorney

Beach, et al. v. JPMorgan Chase Bank, et al. , Civil Action No. 17-CV-00563-JMF**Kessler Topaz Meltzer & Check, LLP - Expenses****Reporting Period: Inception - August 17, 2020**

EXPENSE DESCRIPTION	TOTAL
Court Reporting	\$27,618.33
Document Delivery (Federal Express, Postage)	\$685.17
Document Review	\$11,588.98
Expert	\$228,837.50
Filing Fees	\$1,845.00
Internal Document Reproduction (63,852 @ 10¢)	\$6,385.20
Litigation Fund Contributions	\$146,050.00
Research	\$10,022.69
Travel, Meals & Lodging	\$22,424.75
Vendor Copy Bills	\$90.01
KTMC TOTAL EXPENSES:	\$455,547.63

EXHIBIT 4

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- x
 TERRE BEACH, *et al.*, individually and on behalf
 of themselves and all others similarly situated, :

Plaintiffs, : Civil Action
 17-CV-00563-JMF

v. :

JPMORGAN CHASE BANK, NATIONAL :
 ASSOCIATION, JPMORGAN CHASE & :
 COMPANY, *et al.*, :

Defendants. :

----- x

**DECLARATION OF KAI RICHTER IN SUPPORT OF PLAINTIFFS’ MOTION FOR
ATTORNEYS’ FEES, EXPENSES, AND PLAINTIFFS’
INCENTIVE AWARDS**

I, Kai Richter, herby submit this Declaration in support of Plaintiffs’ Motion for Attorneys’ Fees, Expenses, and Plaintiffs’ Incentive Awards in *Beach v. JPMorgan Chase Bank, N.A., et al.*, 17-CV-00563-JMF (SDNY) (the “Action”).

Professional Overview

1. I am a partner with the law firm of Nichols Kaster, PLLP (“Nichols Kaster”). My firm is one of Plaintiffs’ Counsel in the Action.
2. I am currently licensed in good standing to practice law in the State of Minnesota, and also have been admitted to practice in several federal district courts and appellate courts across the country. A list of jurisdictions and courts in which I am admitted is set forth below:

Supreme Court of the United States
1st Circuit Court of Appeals
2nd Circuit Court of Appeals
3rd Circuit Court of Appeals
6th Circuit Court of Appeals

Firm Overview

8. Nichols Kaster has been engaged in the practice of law for over 30 years, and is devoted to representing the interests of both consumers and employees. The firm has offices in Minneapolis and San Francisco, and currently employs 36 attorneys and a sizeable staff of paralegals, legal assistants, class action clerks, and information technology professionals.

9. Nichols Kaster has extensive class action and collective action experience. The firm has been appointed lead counsel or co-counsel on hundreds of class and collective actions, and has recovered over \$750 million for its clients.

10. Nichols Kaster was named one of the top 50 elite trial firms by National Law Journal in September 2014, and also has been ranked as a Best Law Firm by U.S. News and World Report. In addition, Nichols Kaster has received praise from numerous courts for its work.

11. The firm's lawyers have litigated dozens of cases through trial, and have managed discovery in cases involving millions of pages of documents. The firm is also well regarded for its appellate work, and recently has been involved in two successful appeals before the United States Supreme Court, *Perez v. Mortgage Bankers Ass'n*, 135 S.Ct. 1199 (2015) and *Kasten v. Saint-Gobain Performance Plastics Corp.*, 131 S. Ct. 1325 (2010).

12. A copy of Nichol Kaster's firm resume is attached hereto as **Exhibit A**.

Work Performed by Nichols Kaster

13. As a result of my firm's experience litigating ERISA and other class action cases, we were able to efficiently and effectively assist in the prosecution this action along with the other Plaintiffs' Counsel at the direction of lead counsel from Kessler Topaz Meltzer & Check, LLP.

14. Nichols Kaster has dedicated over 386 hours of time to this case. Among other things, our firm: (1) assisted in the preparation of the Complaint and the subsequent Consolidated

Complaint; (2) assisted in responding to Defendants' motion to dismiss; (3) attended the case management conference on April 24, 2018, at which the Court announced its ruling on the motion to dismiss; (4) assisted with the preparation of document requests and document review; (5) assisted with class certification briefing; (6) took two depositions of defense witnesses (Walter Kress and Terry Belton); (7) reviewed and commented on expert reports; (8) assisted with summary judgment briefing; (9) attended the Zoom mediation with Hunter Hughes III, and assisted in the preparation of Plaintiffs' mediation statement; (10) reviewed and commented on the Settlement Agreement; (11) assisted with the preparation of Plaintiffs' motion for preliminary approval of the Settlement; and (12) communicated regularly with co-counsel to coordinate litigation efforts.

15. This work required the efforts of numerous persons at our firm. As reflected by timekeeper summary below,² our firm expended 346.6 hours of attorney time, and an additional 40.0 hours of professional staff time, for a total of 386.6 hours through the date of this Declaration.

16. The hourly rates for the attorneys, paralegals, and other professional staff set forth below are their standard reported rates for ERISA cases such as this, and are set based on market rates for practitioners in the field. These hourly rates are the same as, or comparable to, rates submitted by our firm and accepted by courts in other ERISA class actions for purposes of cross-checking our lodestar against a proposed fee based on the percentage of the fund method.³

² This timekeeper summary was prepared from contemporaneous, daily time records prepared and maintained by our firm. Details supporting the time records are available upon the request of the Court.

³ See, e.g., *Sims v. BB&T Corp.*, 2019 WL 1993519, at *2 (M.D.N.C. May 6, 2019).

Attorneys	Position	Rate	Hours	Current Lodestar
Paul Lukas	Partner	\$875.00	2.9	\$2,537.50
Kai Richter	Partner	\$775.00	73.3	\$56,807.50
Carl Engstrom	Associate	\$575.00	42.8	\$24,610.00
Mark Thomson	Associate	\$425.00	228.2	\$96,985.00
Attorney Totals:			346.6	\$180,595.00
Professional Staff				
Sean Kelly	Class Action Clerk	\$250.00	3	\$750.00
Steve Eiden	ERISA Analyst	\$250.00	1.8	\$450.00
Angela Kittelson	eDiscovery Mgr	\$250.00	1.5	\$375.00
Cameron Pylka	Litigation Support Specialist	\$250.00	1.6	\$400.00
Liz Luebesmier	Paralegal	\$250.00	3	\$750.00
Deanna Peitz	Paralegal	\$250.00	5.2	\$1,300.00
Ashley Swanson	Paralegal	\$250.00	3.6	\$900.00
Caitlin Thompson	Paralegal	\$250.00	22.7	\$5,675.00
Professional Staff Totals			40.0	\$10,000.00
Firm Totals			386.6	\$190,595.00

17. In my professional opinion, and based on my personal knowledge of the work that was performed and the requirements of this case and similar cases, the time expended on this action by our firm was reasonable and necessary. Throughout this litigation, Class Counsel allocated work to maximize efficiency, with the goal of minimizing duplication of effort.

18. The time entries above do not include future time spent on this case to, among other things, assist with final approval briefing, communicate with class members, respond to any objections to the Settlement, monitor Defendants' compliance with the Settlement, and take other actions necessary to support the Settlement until the conclusion of the Settlement Period.

Nichols Kaster's Costs and Expenses

19. In connection with the prosecution of this Action, Nichols Kaster also advanced and incurred \$80,595.75 in costs and expenses from inception of the litigation through and including the date of this Declaration. These expenses were incurred on behalf of Plaintiffs and

EXHIBIT 5

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- x
 TERRE BEACH, *et al.*, individually and on behalf
 of themselves and all others similarly situated, :

Plaintiffs, : Civil Action
 17-CV-00563-JMF

v. :

JPMORGAN CHASE BANK, NATIONAL :
 ASSOCIATION, JPMORGAN CHASE & :
 COMPANY, *et al.*, :

Defendants. :

----- x

**DECLARATION OF ERIN M. RILEY IN SUPPORT OF
PLAINTIFFS’ MOTION FOR ATTORNEYS’ FEES, EXPENSES, AND
PLAINTIFFS’ INCENTIVE AWARDS**

I, Erin M. Riley, herby submit this Declaration in support of Plaintiffs’ Motion for Attorneys’ Fees, Expenses, and Plaintiffs’ Incentive Awards in *Beach v. JPMorgan Chase Bank, N.A., et al.*, 17-CV-00563-JMF (S.D.N.Y.) (the “Action”).

Professional Overview

1. I am a partner with the law firm of Keller Rohrback L.L.P. (“Keller Rohrback”). My firm is one of Plaintiffs’ Counsel in the Action.
2. I am currently licensed in good standing to practice law in the states of Washington and Wisconsin. I have also been admitted to practice in several federal district courts and appellate courts across the country. A list of jurisdictions and courts in which I am admitted is set forth below:

U.S. Supreme Court
Washington State Supreme Court
W.D. Washington

- *In re AIG ERISA Litig.*, No. 04-09387 (S.D.N.Y.) and *In re AIG II ERISA Litig.*, No. 08-05722 (S.D.N.Y.);
- *In re Merrill Lynch & Co., Inc. Securities, Derivative & ERISA Litig.*, No. 07-10268 (S.D.N.Y.);
- *In re State Street Bank and Trust Co. ERISA Litig.*, No. 07-08488 (S.D.N.Y.);
- *Braden v. Wal-Mart Stores, Inc.*, No. 08-3109 (W.D. Mo.);
- *Madoff Direct & Feeder Fund Litig.*, No. 09-8278 (S.D.N.Y.);
- *In re Express Scripts / Anthem ERISA Litig.*, No. 16-3399 (S.D.N.Y.); and,
- *In re EpiPen ERISA Litigation*, No. 17-1884 (D. Minn.).

9. A copy of Keller Rohrback's firm resume, including select attorney biographies, is attached hereto as Exhibit A.

Work Performed by Keller Rohrback

10. As a result of my firm's experience in litigating ERISA and other class action cases, we were able to efficiently and effectively prosecute this action along with the other Plaintiffs' Counsel and at the direction of Class Counsel.

11. Keller Rohrback has dedicated over 2,120 hours of time to this case. Among other things, we:

- Conducted an investigation of claims and filed a complaint;
- Assisted in drafting the consolidated complaint;
- Assisted in drafting opposition to motion to dismiss;
- Assisted in drafting class certification motion and attendant filings;

- Assisted in drafting motion for partial summary judgment and attendant filings and assisted in drafting oppositions to Defendants' partial motions for summary judgment;
- Assisted in drafting responses to Defendants' motions to exclude expert testimony;
- Assisted in drafting and responding to discovery requests;
- Reviewed documents produced by Defendants;
- Deposed a defendant member of EPIC;
- Deposed a member of RPIG;
- Deposed one of Defendants' expert witnesses;
- Second-chaired the deposition of a defendant member of EPIC;
- Second-chaired the deposition of Rule 30(b)(6) company representative;
- Second-chaired (defending) three Named Plaintiff Depositions;
- Attended in-person hearings; and
- Participated in mediation.

12. The work summarized above required the efforts of numerous attorneys and professional staff. As reflected by this summary and detailed below, as of July 21, 2020, our attorneys have expended 1999.50 hours pursuing this matter, and our professional staff (including paralegals and other professional staff) have expended an additional 120.75 hours, for a total of 2,120.25 hours.

13. The hourly rates for these attorneys, paralegals and other professional staff, as set forth below, are their 2020 rates.¹ These hourly rates are subject to annual review and increases, and are set by the firm’s Managing Partner and Executive Committee after a thorough review of costs, prevailing rates, and other market indicia. These rates are the same rates used by Keller Rohrback in comparable class actions and other complex litigation. These hourly rates are the same as, or comparable to, rates submitted by my firm and accepted by courts in other complex class actions for purposes of “cross-checking” lodestar against a proposed fee based on the percentage of the fund method, as well as determining a reasonable fee under the lodestar method.

Timekeeper	Hours	Rate	Lodestar
Partners:			
Erin Riley	323.60	\$815.00	\$263,734.00
Gretchen Obrist	130.60	\$765.00	\$99,909.00
David Preminger	27.00	\$975.00	\$26,325.00
Lynn Sarko	20.50	\$1,035.00	\$21,217.50
Associates:			
Tanya Korkhov	1,296.20	\$650.00	\$842,530.00
Kash Karmand	201.60	\$400.00	\$80,640.00
Total Attorneys	1,999.50		\$1,334,355
Professionals:			
Jason Kolcun	55.50	\$325.00	\$18,037.50
Brian Spangler	30.70	\$285.00	\$8,749.50
Cathy Hopkins	14.75	\$260.00	\$3,835.00
Carley Eyler	7.90	\$230.00	\$1,817.00
Katie Rodenburg	6.50	\$225.00	\$1,462.50
Amanda Gonzalez	5.40	\$250.00	\$1,350.00
Total Professionals	120.75		\$35,251.50
Total Attorneys & Professionals	2,120.25		\$1,369,606.50

¹ The rates reflected on this chart are the firm’s 2020 rates, except if time keeper left the firm, in which case we have used their historic hourly rates.

This schedule was prepared from contemporaneous, daily time records prepared and maintained by my firm. We have not included time keepers who billed five hours or less to this case.

14. In my professional opinion, and based on my personal knowledge of the work that was performed and the requirements of this case and similar cases, the time expended on this action by my firm was reasonable and necessary.² Throughout this litigation, Class Counsel allocated work to maximize efficiency, assigning tasks based on a number of considerations and with the goal of minimizing duplication of effort, thereby minimizing fees in the case.

15. The time entries above do not include future time spent on this case to, among other things, communicate with class members, respond to any objections to the Settlement, monitor Defendants' compliance with the Settlement, and take other actions necessary to support the Settlement until the conclusion of the Settlement Period. Based on my experience supporting and supervising similar settlements, I estimate that Keller Rohrback will spend an additional 50-100 hours of professional time after the date of this Declaration.

Keller Rohrback's Costs and Expenses

16. In connection with the prosecution of this Action, Keller Rohrback also advanced and incurred \$111,558.72 in costs and expenses from inception through and including the date of this Declaration. These expenses were incurred on behalf of Plaintiffs and the Class by my firm and, because my firm handed this Action on a contingent basis, have not yet been reimbursed.

17. These expenses are detailed below:

² Details supporting the time records referenced in this declaration are available upon the request of the Court.

EXHIBIT 6

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
 TERRE BEACH, *et al.*, individually and on behalf
 of themselves and all others similarly situated, :

Plaintiffs, : Civil Action
 : 1:17-CV-00563-JMF

v. :

JPMORGAN CHASE BANK, NATIONAL :
 ASSOCIATION, JPMORGAN CHASE & :
 COMPANY, *et al.*, :

Defendants. :

----- X

**DECLARATION OF EVAN J. KAUFMAN IN SUPPORT OF PLAINTIFFS’ MOTION
FOR ATTORNEYS’ FEES AND EXPENSES**

I, EVAN J. KAUFMAN, hereby submit this Declaration in support of Plaintiffs’ Motion for Attorneys’ Fees and Expenses in *Beach v. JPMorgan Chase Bank, N.A., et al.*, 1:17-CV-00563-JMF (S.D.N.Y.) (the “Action”).

Professional Overview

1. I am a member of the law firm of Robbins Geller Rudman & Dowd LLP (“Robbins Geller”). My firm is one of Plaintiffs’ Counsel in the Action.
2. I am currently licensed in good standing to practice law in the State of New York and have also been admitted to practice in several federal district courts and appellate courts across the country. I am in good standing in every jurisdiction in which I am admitted to practice. A list of jurisdictions and courts in which I am admitted is set forth below:

- *The Bd. of Tr. of the City of Birmingham Emps. ' Ret. Sys. v. Comerica Bank*, No. 2:09-cv-13201-SJM (E.D. Mich.) (\$11 million recovery).

Firm Overview

6. Robbins Geller is one of the world's leading complex litigation firms representing plaintiffs in securities litigation, antitrust, ERISA, corporate mergers and acquisitions, consumer and insurance fraud, multi-district litigation, and whistleblower protection cases. With 200 lawyers in nine offices, Robbins Geller has obtained many of the largest securities, antitrust, and consumer class action recoveries in history, recovering tens of billions of dollars for victims of fraud and corporate wrongdoing. Robbins Geller attorneys are consistently recognized by courts, professional organizations and the media as leading lawyers in their fields of practice.

7. A copy of Robbins Geller's firm resume is attached hereto as **Exhibit A**.

Work Performed by Robbins Geller

8. As a result of my firm's experience in litigating ERISA and other class action cases, we were able to efficiently and effectively prosecute this Action along with the other Plaintiffs' Counsel and at the direction of Class Counsel.

9. Robbins Geller has dedicated 1,016.90 hours of time to this case. Robbins Geller was involved throughout this Action. Among other things, we: (i) reviewed and analyzed the Plan and Plan documents, as well as the investment performance of each Plan option relative to investment benchmarks and investment alternatives; (ii) researched the applicable law with respect to the claims asserted in the Action and the potential defenses thereto; (iii) researched, analyzed, and ultimately drafted the allegations contained in Plaintiff Ferdinand Orellana's class action complaint; (iv) assisted Class Counsel with the drafting of Plaintiffs' consolidated amended complaint and second amended complaint; and (v) assisted with the drafting of Plaintiffs' oppositions to Defendants' motions to dismiss. We were involved with class certification, by among other things: (i) reviewing

and producing documents on behalf of Plaintiff Orellana; (ii) preparing Plaintiff Orellana for and defending his deposition; and (iii) assisting Class Counsel with the class certification papers. We were involved with other aspects of the case, including: (i) preparing for and taking the deposition of one of Defendants' experts; (ii) drafting an opposition to Defendants' motion to preclude the testimony of Plaintiffs' damages expert, Cynthia Jones; (iii) assisting with the opposition to Defendants' motion for summary judgment and Plaintiffs' motion for summary judgment; and (iv) assisting with various aspects of settlement negotiations.

10. The work summarized above required the efforts of numerous attorneys and professional staff. As reflected by this summary and detailed below, eight attorneys have expended 857.40 hours pursuing this matter through the date of this Declaration, and 13 professional staff (including paralegals, investigators, and other professional staff) have expended an additional 159.50 hours, for a total of 1,016.90 hours.

11. The hourly rates for these attorneys, paralegals and other professional staff, as set forth below, are their standard rates. These hourly rates are the same as, or comparable to, rates submitted by my firm and accepted by courts in other complex class actions for purposes of "cross-checking" lodestar against a proposed fee based on the percentage of the fund method, as well as determining a reasonable fee under the lodestar method. The hourly rates shown below are the usual and customary rates used for each individual in all of our cases. A breakdown of the lodestar is as follows:

<i>NAME</i>		<i>HOURS</i>	<i>RATE</i>	<i>LODESTAR</i>
Cochran, Brian E.	(P)	61.60	760	\$ 46,816.00
Kaufman, Evan J.	(P)	197.50	995	196,512.50
Rudman, Samuel	(P)	6.70	1,325	8,877.50
Dolan, Carissa J.	(A)	55.00	520	28,600.00
Mamorsky, Jordan D.	(A)	112.30	575	64,572.50
Merenda, Philip T.	(A)	95.20	425	40,460.00
Schwartz, Andrew L.	(A)	91.00	460	41,860.00
Karam, Francis P.	(OC)	238.10	1,175	279,767.50
Wilhelmy, David E.	(RA)	2.35	295	693.25
Brandon, Kelley T.	(I)	11.50	290	3,335.00
McDonald, Andrew A.	(I)	3.50	290	1,015.00
Paralegals		84.10	275-350	26,265.00
Document Clerk		56.75	150	8,512.50
Shareholder Relations		1.30	100	130.00
TOTAL		1,016.90		\$ 747,416.75

(P) Partner

(A) Associate

(OC) Of Counsel

(RA) Research Analyst

(I) Investigator

12. In my professional opinion, and based on my personal knowledge of the work that was performed and the requirements of this case and similar cases, the time expended on this Action by my firm was reasonable and necessary.¹ Throughout this Action, Class Counsel allocated work to maximize efficiency, assigning tasks based on a number of considerations and with the goal of vigorously prosecuting the case, while also minimizing duplication of effort, thereby minimizing fees in the case.

13. The time entries above do not include future time spent on this case to, among other things, communicate with Class Members, respond to any objections to the Settlement, monitor

¹ Details supporting the time records referenced in this Declaration are available upon the request of the Court.

Defendants' compliance with the Settlement, and take other actions necessary to support the Settlement until the conclusion of the Settlement Period.

Robbins Geller's Expenses and Charges

14. In connection with the prosecution of this Action, Robbins Geller also expended \$87,955.53 in expenses and charges from inception through and including the date of this Declaration. These expenses and charges were made on behalf of the Class by my firm and, because my firm handled this Action on a contingent basis, have not yet been compensated.

15. These expenses and charges are detailed below:

<i>CATEGORY</i>	<i>AMOUNT</i>
Filing, Witness and Other Fees	\$ 4,466.00
Transportation, Hotels & Meals	2,136.98
Telephone	5.63
Postage	19.34
Messenger, Overnight Delivery	119.42
Court Hearing and Deposition Reporting, and Transcripts	2,637.00
Consultant (ERISA Benefits Consulting, Inc.)	1,600.00
In-House Black and White Photocopies (18 copies at \$0.15 per page)	2.70
Online Legal and Financial Research	1,752.30
Litigation Fund Contribution	75,000.00
Publication/Subscriptions	216.16
<i>TOTAL</i>	<i>\$ 87,955.53</i>

EXHIBIT 7

Valeo 2018 Attorney
Hourly Rate Report

2018

An exclusive report by



Executive Summary

The Valeo 2018 Attorney Hourly Rate Report is the most in-depth look at Attorney hourly rates for large, middle-market and small Law Firms globally. The Report details the hourly rates of Partners, Counsel, Associates and Support Staff for 2012 - 2016 and Forecasts 2018 Rates. The Report has 4 main Sections: 1) Rates by Firm Annual Revenue Groups 2) Rates by Individual Law Firms (Overall, by Practice Areas) with Associate Class Year rates and 3) Magic Circle Firm Rates and 4) Dentons (separately since it opted out of the revenue group surveys).

A word on Valeo's research and compilation methodology. Valeo has a Research Team that identifies hourly rates that are publicly disclosed. About 2,000 hourly rates per week of Attorneys and Support Staff for over 1,200 Law Firms globally are added to the database. Further research is required to "connect the dots" by adding detailed Attorney Profile information and linking the legal work performed to specific Clients and Client Industries. Through this process we are able to provide actionable data to users – Law Firms and Corporate Counsel - of the Valeo Attorney Hourly Rates and our Analytical Reports, including this one, to make important monetary decisions in terms of legal services offered and purchased. In terms of the Report, not all timekeepers will appear in every year so sometimes average rates may vary; in this case the trend line and averages over the 2012 – 2017 period are the best indicators. In the event that Valeo has no rates for a given field (Year or Position), an algorithm is used to estimate a rate or rates. Upon the request from Clients to complete the Rate Cards for most large Law Firms, we estimated some rates for various Associate Class Years and other Positions, these are marked with "E" for estimate. Valeo considers Senior Partners to be ones with 25+ years of experiencing (Law School Graduation Year of 1989 or sooner), Partners with 24 years or less experience and Senior Associates with 5 years or more experience. Of course, those experience levels may vary by Firm but seem to work for both Large Law Firms and Middle-Market ones.

Valeo takes no responsibility for the information obtained from public or private sources in compiling this Report or for the errors and omissions of its Research staff. This Report is for internal purposes only. Any other use by the purchaser of this Report, for example use in any Court or Mediation or in the Media, is prohibited except with the prior written consent of Valeo Partners. All comments, feedback and questions are welcomed and should be directed to Chuck Chandler, Partner of the Legal Consulting Practice Group of Valeo Partners, at cchandler@valeopartners.com.

ERISA

Practice Area	2012	2103	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
Skadden, Arps, Slate, Meagher & Flom LLP													
Senior Partner	\$ 1,149	\$ 1,178	3%	\$ 1,211	3%	\$ 1,242	3%	\$ 1,275	3%	\$ 1,311	3%	\$ 1,347	3%
Partner(E)	\$ 1,031	\$ 1,053	2%	\$ 1,095	4%	\$ 1,122	2%	\$ 1,169	4%	\$ 1,202	3%	\$ 1,233	3%
Counsel	\$ 895	\$ 923	3%	\$ 978	6%	\$ 995	2%	\$ 1,040	5%	\$ 1,070	3%	\$ 1,094	2%
Senior Associate	\$ 634	\$ 666	5%	\$ 719	8%	\$ 783	9%	\$ 841	7%	\$ 923	10%	\$ 1,005	9%
8th Year Associate(E)	\$ 497	\$ 545	10%	\$ 596	9%	\$ 641	8%	\$ 683	6%	\$ 756	11%	\$ 805	7%
7th Year Associate(E)	\$ 417	\$ 469	12%	\$ 497	6%	\$ 560	13%	\$ 602	8%	\$ 658	9%	\$ 700	7%
6th Year Associate(E)	\$ 389	\$ 427	10%	\$ 476	12%	\$ 514	8%	\$ 543	5%	\$ 585	8%	\$ 637	9%
5th Year Associate(E)	\$ 355	\$ 380	7%	\$ 405	7%	\$ 442	9%	\$ 481	9%	\$ 509	6%	\$ 554	9%
4th Year Associate(E)	\$ 272	\$ 304	12%	\$ 337	11%	\$ 369	9%	\$ 404	10%	\$ 448	11%	\$ 488	9%
3rd Year Associate(E)	\$ 254	\$ 281	11%	\$ 296	5%	\$ 327	11%	\$ 351	7%	\$ 399	14%	\$ 434	9%
2nd Year Associate(E)	\$ 237	\$ 242	2%	\$ 269	11%	\$ 286	6%	\$ 313	9%	\$ 347	11%	\$ 378	9%
1st Year Associate(E)	\$ 188	\$ 210	12%	\$ 236	12%	\$ 266	12%	\$ 281	6%	\$ 319	13%	\$ 337	5%
Overall	\$526	\$557	6%	\$593	7%	\$629	6%	\$665	6%	\$711	7%	\$751	6%

Energy

Practice Area	2012	2103	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
Skadden, Arps, Slate, Meagher & Flom LLP													
Senior Partner(E)	\$ 1,150	\$ 1,197	4%	\$ 1,256	5%	\$ 1,322	5%	\$ 1,364	3%	\$ 1,399	3%	\$ 1,443	3%
Partner	\$ 1,044	\$ 1,069	2%	\$ 1,108	4%	\$ 1,147	4%	\$ 1,200	5%	\$ 1,249	4%	\$ 1,277	2%
Counsel	\$ 814	\$ 832	2%	\$ 871	5%	\$ 904	4%	\$ 938	4%	\$ 974	4%	\$ 994	2%
Senior Associate	\$ 560	\$ 599	7%	\$ 648	8%	\$ 694	7%	\$ 785	13%	\$ 853	9%	\$ 920	8%
8th Year Associate(E)	\$ 434	\$ 444	2%	\$ 496	12%	\$ 556	12%	\$ 628	13%	\$ 706	12%	\$ 770	9%
7th Year Associate(E)	\$ 386	\$ 397	3%	\$ 446	12%	\$ 506	13%	\$ 572	13%	\$ 649	14%	\$ 708	9%
6th Year Associate(E)	\$ 347	\$ 365	5%	\$ 406	11%	\$ 450	11%	\$ 515	14%	\$ 585	14%	\$ 638	9%
5th Year Associate	\$ 309	\$ 321	4%	\$ 353	10%	\$ 401	13%	\$ 448	12%	\$ 509	14%	\$ 555	9%
4th Year Associate(E)	\$ 281	\$ 293	4%	\$ 318	9%	\$ 369	16%	\$ 407	11%	\$ 453	11%	\$ 494	9%
3rd Year Associate	\$ 253	\$ 266	5%	\$ 283	6%	\$ 321	13%	\$ 354	11%	\$ 398	12%	\$ 430	8%
2nd Year Associate(E)	\$ 220	\$ 237	8%	\$ 258	9%	\$ 289	12%	\$ 323	12%	\$ 350	9%	\$ 387	10%
1st Year Associate(E)	\$ 203	\$ 206	2%	\$ 234	14%	\$ 263	12%	\$ 297	13%	\$ 322	9%	\$ 336	4%
Overall	\$500	\$519	4%	\$557	7%	\$602	8%	\$653	8%	\$704	8%	\$746	6%

Corporate Transactions and Securities

Practice Area	2012 Rate	2103 Rate	%	2014 Rate	%	2015 Rate	%	2016 Rate	%	2017 Rate	%	2018e Rate	%
DLA Piper													
Senior Partner	\$ 816	\$ 881	8%	\$ 901	2%	\$ 946	5%	\$ 1,006	6%	\$ 1,024	2%	\$ 1,065	4%
Partner	\$ 756	\$ 794	5%	\$ 812	2%	\$ 853	5%	\$ 890	4%	\$ 923	4%	\$ 960	4%
Counsel	\$ 583	\$ 612	5%	\$ 630	3%	\$ 647	3%	\$ 660	2%	\$ 675	2%	\$ 699	4%
Senior Associate	\$ 441	\$ 457	4%	\$ 485	6%	\$ 541	12%	\$ 589	9%	\$ 636	8%	\$ 676	6%
8th Year Associate(E)	\$ 339	\$ 374	11%	\$ 398	6%	\$ 442	11%	\$ 471	7%	\$ 509	8%	\$ 556	9%
7th Year Associate(E)	\$ 299	\$ 335	12%	\$ 364	8%	\$ 389	7%	\$ 415	7%	\$ 458	11%	\$ 504	10%
6th Year Associate(E)	\$ 272	\$ 285	5%	\$ 317	11%	\$ 355	12%	\$ 382	7%	\$ 403	6%	\$ 441	9%
5th Year Associate	\$ 245	\$ 254	4%	\$ 279	10%	\$ 327	17%	\$ 340	4%	\$ 367	8%	\$ 392	7%
4th Year Associate	\$ 220	\$ 228	4%	\$ 248	9%	\$ 284	15%	\$ 306	7%	\$ 323	6%	\$ 361	12%
3rd Year Associate	\$ 192	\$ 206	7%	\$ 216	5%	\$ 262	21%	\$ 275	5%	\$ 297	8%	\$ 321	8%
2nd Year Associate	\$ 171	\$ 179	5%	\$ 192	7%	\$ 228	19%	\$ 245	8%	\$ 259	6%	\$ 283	9%
1st Year Associate(E)	\$ 148	\$ 157	6%	\$ 171	9%	\$ 198	16%	\$ 225	14%	\$ 228	1%	\$ 251	10%
Overall	\$373	\$397	6%	\$418	5%	\$456	9%	\$484	6%	\$509	5%	\$542	7%

ERISA

Practice Area	2012 Rate	2103 Rate	%	2014 Rate	%	2015 Rate	%	2016 Rate	%	2017 Rate	%	2018e Rate	%
DLA Piper													
Senior Partner	\$ 823	\$ 843	2%	\$ 864	2%	\$ 900	4%	\$ 945	5%	\$ 966	2%	\$ 1,009	4%
Partner(E)	\$ 717	\$ 755	5%	\$ 786	4%	\$ 817	4%	\$ 842	3%	\$ 879	4%	\$ 908	3%
Counsel(E)	\$ 641	\$ 656	2%	\$ 686	5%	\$ 704	3%	\$ 740	5%	\$ 765	3%	\$ 790	3%
Senior Associate(E)	\$ 467	\$ 526	13%	\$ 567	8%	\$ 603	6%	\$ 666	10%	\$ 696	4%	\$ 765	10%
8th Year Associate(E)	\$ 375	\$ 398	6%	\$ 443	11%	\$ 469	6%	\$ 510	9%	\$ 545	7%	\$ 569	5%
7th Year Associate(E)	\$ 317	\$ 345	9%	\$ 364	5%	\$ 404	11%	\$ 449	11%	\$ 490	9%	\$ 523	7%
6th Year Associate(E)	\$ 302	\$ 320	6%	\$ 341	6%	\$ 363	6%	\$ 408	13%	\$ 436	7%	\$ 471	8%
5th Year Associate(E)	\$ 248	\$ 276	11%	\$ 298	8%	\$ 322	8%	\$ 363	13%	\$ 384	6%	\$ 414	8%
4th Year Associate(E)	\$ 230	\$ 256	11%	\$ 279	9%	\$ 295	5%	\$ 316	7%	\$ 342	8%	\$ 365	7%
3rd Year Associate(E)	\$ 203	\$ 220	8%	\$ 246	12%	\$ 268	9%	\$ 294	10%	\$ 314	7%	\$ 336	7%
2nd Year Associate(E)	\$ 176	\$ 192	9%	\$ 212	10%	\$ 229	8%	\$ 254	11%	\$ 283	11%	\$ 309	9%
1st Year Associate(E)	\$ 162	\$ 179	11%	\$ 193	8%	\$ 218	13%	\$ 232	6%	\$ 249	8%	\$ 278	12%
Overall	\$389	\$414	7%	\$440	6%	\$466	6%	\$502	8%	\$529	5%	\$562	6%

eMatters

Practice Area	2012 Rate	2103 Rate	%	2014 Rate	%	2015 Rate	%	2016 Rate	%	2017 Rate	%	2018e Rate	%
Jones Day													
Senior Partner	\$ 739	\$ 774	5%	\$ 811	5%	\$ 834	3%	\$ 875	5%	\$ 896	2%	\$ 933	4%
Partner	\$ 598	\$ 614	3%	\$ 644	5%	\$ 671	4%	\$ 688	2%	\$ 703	2%	\$ 733	4%
Counsel(E)	\$ 555	\$ 569	3%	\$ 587	3%	\$ 599	2%	\$ 613	2%	\$ 636	4%	\$ 670	5%
Senior Associate	\$ 396	\$ 404	2%	\$ 432	7%	\$ 487	13%	\$ 525	8%	\$ 557	6%	\$ 594	7%
8th Year Associate(E)	\$ 296	\$ 333	13%	\$ 358	8%	\$ 386	8%	\$ 402	4%	\$ 426	6%	\$ 471	10%
7th Year Associate(E)	\$ 252	\$ 273	8%	\$ 294	8%	\$ 317	8%	\$ 352	11%	\$ 375	6%	\$ 423	13%
6th Year Associate(E)	\$ 226	\$ 246	9%	\$ 264	7%	\$ 283	7%	\$ 307	8%	\$ 334	9%	\$ 377	13%
5th Year Associate(E)	\$ 200	\$ 214	7%	\$ 231	8%	\$ 260	12%	\$ 280	8%	\$ 297	6%	\$ 332	12%
4th Year Associate	\$ 274	\$ 293	7%	\$ 320	9%	\$ 339	6%	\$ 375	11%	\$ 405	8%	\$ 446	10%
3rd Year Associate	\$ 241	\$ 254	5%	\$ 279	10%	\$ 300	8%	\$ 313	4%	\$ 342	9%	\$ 371	8%
2nd Year Associate(E)	\$ 235	\$ 242	3%	\$ 255	5%	\$ 273	7%	\$ 285	4%	\$ 311	9%	\$ 337	8%
1st Year Associate(E)	\$ 178	\$ 188	5%	\$ 207	10%	\$ 225	9%	\$ 251	11%	\$ 274	9%	\$ 303	11%
Overall	\$349	\$367	5%	\$390	6%	\$415	6%	\$439	6%	\$463	6%	\$499	8%

ERISA

Practice Area	2012 Rate	2103 Rate	%	2014 Rate	%	2015 Rate	%	2016 Rate	%	2017 Rate	%	2018e Rate	%
Jones Day													
Senior Partner	\$ 772	\$ 804	4%	\$ 847	5%	\$ 874	3%	\$ 900	3%	\$ 944	5%	\$ 983	4%
Partner	\$ 674	\$ 700	4%	\$ 725	4%	\$ 761	5%	\$ 775	2%	\$ 797	3%	\$ 831	4%
Counsel	\$ 484	\$ 500	3%	\$ 510	2%	\$ 528	3%	\$ 550	4%	\$ 561	2%	\$ 589	5%
Senior Associate	\$ 500	\$ 550	10%	\$ 628	14%	\$ 700	11%	\$ 755	8%	\$ 823	9%	\$ 879	7%
8th Year Associate(E)	\$ 475	\$ 526	11%	\$ 558	6%	\$ 600	8%	\$ 635	6%	\$ 681	7%	\$ 748	10%
7th Year Associate(E)	\$ 390	\$ 405	4%	\$ 428	6%	\$ 472	10%	\$ 532	13%	\$ 606	14%	\$ 647	7%
6th Year Associate(E)	\$ 375	\$ 410	9%	\$ 443	8%	\$ 488	10%	\$ 522	7%	\$ 558	7%	\$ 609	9%
5th Year Associate(E)	\$ 344	\$ 368	7%	\$ 393	7%	\$ 421	7%	\$ 460	9%	\$ 491	7%	\$ 524	7%
4th Year Associate(E)	\$ 309	\$ 324	5%	\$ 354	9%	\$ 391	10%	\$ 424	8%	\$ 447	5%	\$ 472	6%
3rd Year Associate(E)	\$ 276	\$ 291	6%	\$ 316	8%	\$ 339	7%	\$ 377	11%	\$ 411	9%	\$ 437	6%
2nd Year Associate(E)	\$ 253	\$ 266	5%	\$ 291	10%	\$ 310	6%	\$ 334	8%	\$ 366	10%	\$ 395	8%
1st Year Associate(E)	\$ 220	\$ 237	7%	\$ 262	10%	\$ 277	6%	\$ 293	6%	\$ 318	9%	\$ 333	5%
Overall	\$423	\$448	6%	\$480	7%	\$513	7%	\$546	6%	\$584	7%	\$621	6%

ERISA

Practice Area	2012	2103	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
Sidley Austin LLP													
Senior Partner	\$ 775	\$ 802	3%	\$ 828	3%	\$ 844	2%	\$ 880	4%	\$ 899	2%	\$ 931	4%
Partner(E)	\$ 682	\$ 722	6%	\$ 761	5%	\$ 799	5%	\$ 826	3%	\$ 865	5%	\$ 906	5%
Counsel(E)	\$ 627	\$ 657	5%	\$ 670	2%	\$ 701	5%	\$ 732	4%	\$ 741	1%	\$ 759	2%
Senior Associate(E)	\$ 417	\$ 428	2%	\$ 480	12%	\$ 513	7%	\$ 558	9%	\$ 599	7%	\$ 679	13%
8th Year Associate(E)	\$ 320	\$ 340	6%	\$ 381	12%	\$ 402	6%	\$ 454	13%	\$ 490	8%	\$ 538	10%
7th Year Associate(E)	\$ 287	\$ 308	7%	\$ 342	11%	\$ 363	6%	\$ 400	10%	\$ 426	7%	\$ 479	12%
6th Year Associate(E)	\$ 264	\$ 293	11%	\$ 308	5%	\$ 332	8%	\$ 360	8%	\$ 380	6%	\$ 414	9%
5th Year Associate(E)	\$ 235	\$ 242	3%	\$ 258	7%	\$ 288	12%	\$ 313	9%	\$ 342	9%	\$ 371	9%
4th Year Associate	\$ 214	\$ 218	2%	\$ 227	4%	\$ 253	12%	\$ 278	10%	\$ 301	8%	\$ 334	11%
3rd Year Associate(E)	\$ 190	\$ 200	5%	\$ 200	0%	\$ 223	12%	\$ 248	11%	\$ 265	7%	\$ 301	14%
2nd Year Associate(E)	\$ 173	\$ 178	3%	\$ 178	0%	\$ 205	15%	\$ 221	8%	\$ 230	4%	\$ 270	18%
1st Year Associate(E)	\$ 158	\$ 160	2%	\$ 160	0%	\$ 189	18%	\$ 201	6%	\$ 205	2%	\$ 243	19%
Overall	\$362	\$379	5%	\$399	5%	\$426	7%	\$456	7%	\$478	5%	\$519	8%

Energy

Practice Area	2012	2103	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
Sidley Austin LLP													
Senior Partner	\$ 979	\$ 1,016	4%	\$ 1,050	3%	\$ 1,100	5%	\$ 1,137	3%	\$ 1,161	2%	\$ 1,188	2%
Partner	\$ 736	\$ 764	4%	\$ 786	3%	\$ 803	2%	\$ 827	3%	\$ 850	3%	\$ 876	3%
Counsel	\$ 531	\$ 548	3%	\$ 577	5%	\$ 592	3%	\$ 619	4%	\$ 638	3%	\$ 656	3%
Senior Associate	\$ 455	\$ 481	6%	\$ 514	7%	\$ 563	10%	\$ 615	9%	\$ 671	9%	\$ 708	5%
8th Year Associate(E)	\$ 363	\$ 394	9%	\$ 425	8%	\$ 441	4%	\$ 487	11%	\$ 544	12%	\$ 586	8%
7th Year Associate(E)	\$ 322	\$ 347	8%	\$ 370	7%	\$ 383	4%	\$ 434	13%	\$ 495	14%	\$ 534	8%
6th Year Associate(E)	\$ 253	\$ 287	14%	\$ 306	6%	\$ 333	9%	\$ 377	13%	\$ 430	14%	\$ 459	7%
5th Year Associate(E)	\$ 254	\$ 281	10%	\$ 317	13%	\$ 351	11%	\$ 371	6%	\$ 392	5%	\$ 418	7%
4th Year Associate(E)	\$ 205	\$ 217	6%	\$ 241	11%	\$ 264	9%	\$ 302	14%	\$ 345	14%	\$ 380	10%
3rd Year Associate(E)	\$ 187	\$ 200	7%	\$ 218	9%	\$ 232	6%	\$ 266	14%	\$ 303	14%	\$ 346	14%
2nd Year Associate(E)	\$ 189	\$ 202	7%	\$ 214	6%	\$ 240	12%	\$ 256	6%	\$ 273	7%	\$ 308	13%
1st Year Associate(E)	\$ 169	\$ 174	3%	\$ 183	5%	\$ 195	6%	\$ 214	10%	\$ 240	12%	\$ 268	11%
Overall	\$387	\$409	6%	\$433	6%	\$458	6%	\$492	7%	\$529	7%	\$560	6%

ERISA

Practice Area	2012	2013	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
Morgan, Lewis & Bockius LLP													
Senior Partner	\$ 659	\$ 683	4%	\$ 712	4%	\$ 730	3%	\$ 755	3%	\$ 783	4%	\$ 813	4%
Partner(E)	\$ 577	\$ 605	5%	\$ 633	5%	\$ 660	4%	\$ 693	5%	\$ 712	3%	\$ 743	4%
Counsel(E)	\$ 513	\$ 539	5%	\$ 560	4%	\$ 583	4%	\$ 608	4%	\$ 634	4%	\$ 661	4%
Senior Associate	\$ 268	\$ 293	9%	\$ 309	6%	\$ 329	6%	\$ 357	9%	\$ 378	6%	\$ 408	8%
8th Year Associate(E)	\$ 183	\$ 194	6%	\$ 208	7%	\$ 231	11%	\$ 260	13%	\$ 290	11%	\$ 316	9%
7th Year Associate(E)	\$ 183	\$ 200	10%	\$ 213	6%	\$ 235	10%	\$ 252	7%	\$ 261	4%	\$ 278	7%
6th Year Associate(E)	\$ 166	\$ 172	4%	\$ 192	11%	\$ 204	7%	\$ 222	8%	\$ 240	8%	\$ 256	7%
5th Year Associate(E)	\$ 139	\$ 148	7%	\$ 163	10%	\$ 178	9%	\$ 195	9%	\$ 216	11%	\$ 235	9%
4th Year Associate(E)	\$ 127	\$ 133	4%	\$ 148	12%	\$ 158	6%	\$ 175	11%	\$ 188	7%	\$ 199	6%
3rd Year Associate(E)	\$ 109	\$ 119	9%	\$ 131	10%	\$ 149	14%	\$ 160	7%	\$ 169	6%	\$ 177	5%
2nd Year Associate(E)	\$ 108	\$ 116	8%	\$ 123	6%	\$ 131	6%	\$ 139	6%	\$ 152	9%	\$ 164	8%
1st Year Associate(E)	\$ 90	\$ 94	4%	\$ 103	10%	\$ 117	13%	\$ 128	10%	\$ 135	6%	\$ 142	5%
Overall	\$260	\$275	6%	\$291	6%	\$309	6%	\$329	6%	\$346	5%	\$366	6%

Environmental

Practice Area	2012	2013	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
Morgan, Lewis & Bockius LLP													
Senior Partner	\$ 858	\$ 891	4%	\$ 958	7%	\$ 990	3%	\$ 1,035	4%	\$ 1,064	3%	\$ 1,053	-1%
Partner	\$ 787	\$ 818	4%	\$ 863	6%	\$ 909	5%	\$ 924	2%	\$ 976	6%	\$ 966	-1%
Counsel	\$ 729	\$ 750	3%	\$ 785	5%	\$ 811	3%	\$ 832	3%	\$ 864	4%	\$ 886	3%
Senior Associate	\$ 471	\$ 508	8%	\$ 550	8%	\$ 592	8%	\$ 651	10%	\$ 715	10%	\$ 764	7%
8th Year Associate(E)	\$ 370	\$ 407	10%	\$ 446	10%	\$ 464	4%	\$ 516	11%	\$ 566	10%	\$ 605	7%
7th Year Associate(E)	\$ 332	\$ 350	5%	\$ 397	13%	\$ 422	6%	\$ 459	9%	\$ 515	12%	\$ 553	7%
6th Year Associate(E)	\$ 276	\$ 308	12%	\$ 349	13%	\$ 388	11%	\$ 422	9%	\$ 448	6%	\$ 490	9%
5th Year Associate(E)	\$ 282	\$ 288	2%	\$ 319	11%	\$ 357	12%	\$ 372	4%	\$ 390	5%	\$ 426	9%
4th Year Associate(E)	\$ 234	\$ 249	7%	\$ 279	12%	\$ 318	14%	\$ 338	6%	\$ 351	4%	\$ 375	7%
3rd Year Associate(E)	\$ 225	\$ 248	10%	\$ 275	11%	\$ 289	5%	\$ 304	5%	\$ 319	5%	\$ 341	7%
2nd Year Associate(E)	\$ 184	\$ 195	6%	\$ 221	13%	\$ 252	14%	\$ 274	9%	\$ 284	4%	\$ 307	8%
1st Year Associate(E)	\$ 160	\$ 178	11%	\$ 197	11%	\$ 222	13%	\$ 238	7%	\$ 256	7%	\$ 282	10%
Overall	\$409	\$432	6%	\$470	9%	\$501	7%	\$531	6%	\$562	6%	\$587	4%

ERISA

Practice Area	2012	2013	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
Norton Rose Fulbright LLP													
Senior Partner	\$ 787	\$ 820	4%	\$ 853	4%	\$ 881	3%	\$ 906	3%	\$ 927	2%	\$ 972	5%
Partner(E)	\$ 748	\$ 766	2%	\$ 782	2%	\$ 810	4%	\$ 825	2%	\$ 853	3%	\$ 884	4%
Counsel(E)	\$ 621	\$ 639	3%	\$ 666	4%	\$ 685	3%	\$ 717	5%	\$ 751	5%	\$ 796	6%
Senior Associate	\$ 320	\$ 338	6%	\$ 368	9%	\$ 402	9%	\$ 429	7%	\$ 469	9%	\$ 516	10%
8th Year Associate(E)	\$ 274	\$ 302	10%	\$ 322	6%	\$ 339	5%	\$ 363	7%	\$ 392	8%	\$ 427	9%
7th Year Associate(E)	\$ 235	\$ 255	8%	\$ 287	12%	\$ 302	5%	\$ 333	10%	\$ 353	6%	\$ 371	5%
6th Year Associate(E)	\$ 200	\$ 217	8%	\$ 238	10%	\$ 255	7%	\$ 280	10%	\$ 314	12%	\$ 338	8%
5th Year Associate(E)	\$ 173	\$ 195	12%	\$ 205	5%	\$ 232	13%	\$ 253	9%	\$ 283	12%	\$ 308	9%
4th Year Associate(E)	\$ 167	\$ 188	12%	\$ 205	9%	\$ 221	7%	\$ 234	6%	\$ 249	7%	\$ 283	14%
3rd Year Associate(E)	\$ 153	\$ 162	6%	\$ 179	10%	\$ 193	8%	\$ 208	8%	\$ 222	6%	\$ 236	6%
2nd Year Associate(E)	\$ 122	\$ 136	11%	\$ 143	5%	\$ 154	8%	\$ 173	13%	\$ 195	12%	\$ 211	8%
1st Year Associate(E)	\$ 112	\$ 121	8%	\$ 132	9%	\$ 146	10%	\$ 159	9%	\$ 174	9%	\$ 190	9%
Overall	\$326	\$345	6%	\$365	6%	\$385	5%	\$407	6%	\$432	6%	\$461	7%

Energy

Practice Area	2012	2013	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
Norton Rose Fulbright LLP													
Senior Partner	\$ 714	\$ 773	8%	\$ 790	2%	\$ 817	3%	\$ 842	3%	\$ 893	6%	\$ 903	1%
Partner(E)	\$ 655	\$ 690	5%	\$ 712	3%	\$ 736	3%	\$ 773	5%	\$ 804	4%	\$ 836	4%
Counsel	\$ 596	\$ 607	2%	\$ 627	3%	\$ 641	2%	\$ 688	7%	\$ 700	2%	\$ 769	10%
Senior Associate	\$ 421	\$ 444	5%	\$ 493	11%	\$ 550	11%	\$ 585	6%	\$ 631	8%	\$ 687	9%
8th Year Associate(E)	\$ 337	\$ 381	13%	\$ 409	7%	\$ 444	8%	\$ 484	9%	\$ 505	4%	\$ 556	10%
7th Year Associate(E)	\$ 292	\$ 305	4%	\$ 335	10%	\$ 371	11%	\$ 402	8%	\$ 449	12%	\$ 512	14%
6th Year Associate(E)	\$ 264	\$ 287	9%	\$ 308	7%	\$ 343	11%	\$ 362	6%	\$ 396	9%	\$ 445	13%
5th Year Associate(E)	\$ 228	\$ 247	8%	\$ 277	12%	\$ 298	8%	\$ 317	6%	\$ 356	12%	\$ 387	9%
4th Year Associate(E)	\$ 210	\$ 229	9%	\$ 246	7%	\$ 267	9%	\$ 283	6%	\$ 313	11%	\$ 337	8%
3rd Year Associate(E)	\$ 182	\$ 205	12%	\$ 216	5%	\$ 240	11%	\$ 265	10%	\$ 282	6%	\$ 300	6%
2nd Year Associate(E)	\$ 154	\$ 166	8%	\$ 185	11%	\$ 208	12%	\$ 234	13%	\$ 251	7%	\$ 270	8%
1st Year Associate(E)	\$ 147	\$ 151	3%	\$ 160	6%	\$ 180	12%	\$ 199	11%	\$ 221	11%	\$ 248	12%
Overall	\$350	\$374	7%	\$396	6%	\$425	7%	\$453	7%	\$483	7%	\$521	8%

Corporate Transactions and Securities

Practice Area	2012	2013	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
Gibson, Dunn & Crutcher LLP													
Senior Partner	\$ 994	\$ 1,014	2%	\$ 1,060	5%	\$ 1,125	6%	\$ 1,165	4%	\$ 1,188	2%	\$ 1,224	3%
Partner	\$ 883	\$ 914	4%	\$ 958	5%	\$ 986	3%	\$ 1,028	4%	\$ 1,073	4%	\$ 1,115	4%
Counsel	\$ 729	\$ 752	3%	\$ 778	3%	\$ 811	4%	\$ 830	2%	\$ 847	2%	\$ 868	2%
Senior Associate	\$ 552	\$ 607	10%	\$ 661	9%	\$ 754	14%	\$ 786	4%	\$ 842	7%	\$ 907	8%
8th Year Associate(E)	\$ 481	\$ 496	3%	\$ 547	10%	\$ 591	8%	\$ 661	12%	\$ 697	5%	\$ 750	8%
7th Year Associate(E)	\$ 429	\$ 462	8%	\$ 487	5%	\$ 523	7%	\$ 567	9%	\$ 613	8%	\$ 653	6%
6th Year Associate(E)	\$ 391	\$ 412	5%	\$ 438	7%	\$ 478	9%	\$ 528	10%	\$ 564	7%	\$ 601	6%
5th Year Associate	\$ 356	\$ 362	2%	\$ 399	10%	\$ 440	10%	\$ 470	7%	\$ 491	4%	\$ 541	10%
4th Year Associate	\$ 324	\$ 322	0%	\$ 363	13%	\$ 400	10%	\$ 423	6%	\$ 437	3%	\$ 492	13%
3rd Year Associate	\$ 285	\$ 287	1%	\$ 327	14%	\$ 364	12%	\$ 368	1%	\$ 398	8%	\$ 438	10%
2nd Year Associate(E)	\$ 256	\$ 258	1%	\$ 288	11%	\$ 335	17%	\$ 331	-1%	\$ 354	7%	\$ 385	9%
1st Year Associate(E)	\$ 231	\$ 238	3%	\$ 265	11%	\$ 302	14%	\$ 305	1%	\$ 318	5%	\$ 355	11%
Overall	\$493	\$510	4%	\$548	7%	\$592	8%	\$622	5%	\$652	5%	\$694	6%

ERISA

Practice Area	2012	2013	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
Gibson, Dunn & Crutcher LLP													
Senior Partner	\$ 786	\$ 824	5%	\$ 842	2%	\$ 864	3%	\$ 904	5%	\$ 934	3%	\$ 957	2%
Partner(E)	\$ 709	\$ 742	5%	\$ 750	1%	\$ 761	1%	\$ 787	3%	\$ 813	3%	\$ 848	4%
Counsel(E)	\$ 613	\$ 642	5%	\$ 663	3%	\$ 684	3%	\$ 716	5%	\$ 739	3%	\$ 775	5%
Senior Associate(E)	\$ 423	\$ 480	14%	\$ 530	10%	\$ 589	11%	\$ 639	9%	\$ 680	6%	\$ 748	10%
8th Year Associate(E)	\$ 353	\$ 392	11%	\$ 437	11%	\$ 467	7%	\$ 516	11%	\$ 576	12%	\$ 632	10%
7th Year Associate(E)	\$ 359	\$ 384	7%	\$ 421	10%	\$ 458	9%	\$ 483	5%	\$ 530	10%	\$ 566	7%
6th Year Associate(E)	\$ 328	\$ 335	2%	\$ 377	12%	\$ 414	10%	\$ 453	9%	\$ 482	6%	\$ 520	8%
5th Year Associate(E)	\$ 285	\$ 303	6%	\$ 335	10%	\$ 359	7%	\$ 393	9%	\$ 443	13%	\$ 468	5%
4th Year Associate(E)	\$ 266	\$ 301	13%	\$ 318	6%	\$ 352	10%	\$ 379	8%	\$ 399	5%	\$ 425	6%
3rd Year Associate(E)	\$ 237	\$ 247	4%	\$ 278	12%	\$ 296	7%	\$ 330	11%	\$ 347	5%	\$ 371	7%
2nd Year Associate(E)	\$ 218	\$ 234	7%	\$ 251	8%	\$ 266	6%	\$ 286	7%	\$ 306	7%	\$ 327	7%
1st Year Associate(E)	\$ 176	\$ 197	12%	\$ 212	8%	\$ 225	6%	\$ 253	12%	\$ 275	9%	\$ 290	5%
Overall	\$396	\$423	7%	\$451	7%	\$478	6%	\$512	7%	\$544	6%	\$577	6%

ERISA

Practice Area	2012 Rate	2013 Rate	%	2014 Rate	%	2015 Rate	%	2016 Rate	%	2017 Rate	%	2018e Rate	%
Ropes & Gray LLP													
Senior Partner	\$ 1,103	\$ 1,155	5%	\$ 1,185	3%	\$ 1,210	2%	\$ 1,222	1%	\$ 1,280	5%	\$ 1,331	4%
Partner(E)	\$ 952	\$ 973	2%	\$ 1,011	4%	\$ 1,041	3%	\$ 1,084	4%	\$ 1,113	3%	\$ 1,161	4%
Counsel(E)	\$ 828	\$ 857	4%	\$ 907	6%	\$ 952	5%	\$ 979	3%	\$ 1,024	5%	\$ 1,078	5%
Senior Associate(E)	\$ 729	\$ 771	6%	\$ 826	7%	\$ 866	5%	\$ 901	4%	\$ 932	4%	\$ 981	5%
8th Year Associate(E)	\$ 466	\$ 484	4%	\$ 545	13%	\$ 596	9%	\$ 648	9%	\$ 730	13%	\$ 794	9%
7th Year Associate(E)	\$ 487	\$ 543	12%	\$ 569	5%	\$ 590	4%	\$ 642	9%	\$ 672	5%	\$ 731	9%
6th Year Associate(E)	\$ 408	\$ 452	11%	\$ 483	7%	\$ 513	6%	\$ 571	11%	\$ 598	5%	\$ 629	5%
5th Year Associate(E)	\$ 346	\$ 393	14%	\$ 418	6%	\$ 452	8%	\$ 497	10%	\$ 526	6%	\$ 561	7%
4th Year Associate(E)	\$ 323	\$ 360	11%	\$ 385	7%	\$ 406	6%	\$ 432	6%	\$ 473	10%	\$ 503	6%
3rd Year Associate(E)	\$ 269	\$ 300	12%	\$ 317	6%	\$ 335	6%	\$ 376	12%	\$ 417	11%	\$ 463	11%
2nd Year Associate(E)	\$ 248	\$ 260	5%	\$ 290	11%	\$ 326	12%	\$ 360	11%	\$ 383	6%	\$ 403	5%
1st Year Associate(E)	\$ 224	\$ 240	7%	\$ 260	8%	\$ 283	9%	\$ 308	9%	\$ 333	8%	\$ 351	5%
Overall	\$532	\$566	6%	\$600	6%	\$631	5%	\$668	6%	\$707	6%	\$749	6%

Equities

Practice Area	2012 Rate	2013 Rate	%	2014 Rate	%	2015 Rate	%	2016 Rate	%	2017 Rate	%	2018e Rate	%
Ropes & Gray LLP													
Senior Partner	\$ 964	\$ 1,015	5%	\$ 1,056	4%	\$ 1,099	4%	\$ 1,147	4%	\$ 1,199	4%	\$ 1,250	4%
Partner	\$ 899	\$ 921	2%	\$ 952	3%	\$ 981	3%	\$ 1,003	2%	\$ 1,029	3%	\$ 1,057	3%
Counsel	\$ 660	\$ 685	4%	\$ 704	3%	\$ 724	3%	\$ 740	2%	\$ 775	5%	\$ 800	3%
Senior Associate	\$ 441	\$ 489	11%	\$ 533	9%	\$ 583	9%	\$ 626	7%	\$ 681	9%	\$ 740	9%
8th Year Associate(E)	\$ 381	\$ 391	3%	\$ 425	9%	\$ 477	12%	\$ 512	7%	\$ 551	8%	\$ 584	6%
7th Year Associate(E)	\$ 318	\$ 334	5%	\$ 359	7%	\$ 397	11%	\$ 446	12%	\$ 496	11%	\$ 540	9%
6th Year Associate(E)	\$ 278	\$ 301	8%	\$ 334	11%	\$ 360	8%	\$ 392	9%	\$ 431	10%	\$ 464	7%
5th Year Associate(E)	\$ 255	\$ 277	8%	\$ 292	5%	\$ 314	8%	\$ 349	11%	\$ 393	12%	\$ 413	5%
4th Year Associate(E)	\$ 245	\$ 275	12%	\$ 290	5%	\$ 306	6%	\$ 321	5%	\$ 361	12%	\$ 381	5%
3rd Year Associate(E)	\$ 213	\$ 226	6%	\$ 252	12%	\$ 276	9%	\$ 295	7%	\$ 318	8%	\$ 343	8%
2nd Year Associate(E)	\$ 204	\$ 215	5%	\$ 232	8%	\$ 248	7%	\$ 263	6%	\$ 283	8%	\$ 306	8%
1st Year Associate(E)	\$ 170	\$ 190	12%	\$ 206	8%	\$ 216	5%	\$ 242	12%	\$ 260	8%	\$ 286	10%
Overall	\$419	\$443	6%	\$469	6%	\$498	6%	\$528	6%	\$565	7%	\$597	6%

Corporate Transactions and Securities

Practice Area	2012 Rate	2103 Rate	%	2014 Rate	%	2015 Rate	%	2016 Rate	%	2017 Rate	%	2018e Rate	%
Weil, Gotshal & Manges LLP													
Senior Partner	\$ 1,078	\$ 1,123	4%	\$ 1,150	2%	\$ 1,189	3%	\$ 1,244	5%	\$ 1,305	5%	\$ 1,352	4%
Partner	\$ 863	\$ 887	3%	\$ 910	3%	\$ 938	3%	\$ 993	6%	\$ 1,036	4%	\$ 1,058	2%
Counsel	\$ 859	\$ 898	5%	\$ 926	3%	\$ 946	2%	\$ 980	4%	\$ 1,024	4%	\$ 1,064	4%
Senior Associate	\$ 606	\$ 682	12%	\$ 722	6%	\$ 805	11%	\$ 847	5%	\$ 900	6%	\$ 953	6%
8th Year Associate(E)	\$ 522	\$ 533	2%	\$ 585	10%	\$ 624	7%	\$ 694	11%	\$ 737	6%	\$ 801	9%
7th Year Associate(E)	\$ 430	\$ 464	8%	\$ 515	11%	\$ 568	10%	\$ 624	10%	\$ 670	7%	\$ 731	9%
6th Year Associate(E)	\$ 394	\$ 437	11%	\$ 468	7%	\$ 499	6%	\$ 562	13%	\$ 610	9%	\$ 669	10%
5th Year Associate	\$ 351	\$ 389	11%	\$ 426	10%	\$ 459	8%	\$ 517	13%	\$ 531	3%	\$ 602	13%
4th Year Associate	\$ 316	\$ 350	11%	\$ 388	11%	\$ 418	8%	\$ 475	14%	\$ 488	3%	\$ 548	12%
3rd Year Associate	\$ 278	\$ 315	13%	\$ 357	13%	\$ 376	5%	\$ 423	13%	\$ 434	3%	\$ 504	16%
2nd Year Associate(E)	\$ 250	\$ 287	15%	\$ 325	13%	\$ 338	4%	\$ 368	9%	\$ 391	6%	\$ 454	16%
1st Year Associate(E)	\$ 228	\$ 249	10%	\$ 299	20%	\$ 294	-1%	\$ 320	9%	\$ 352	10%	\$ 404	15%
Overall	\$515	\$551	7%	\$589	7%	\$621	5%	\$671	8%	\$706	5%	\$762	8%

ERISA

Practice Area	2012 Rate	2103 Rate	%	2014 Rate	%	2015 Rate	%	2016 Rate	%	2017 Rate	%	2018e Rate	%
Weil, Gotshal & Manges LLP													
Senior Partner	\$ 900	\$ 921	2%	\$ 962	4%	\$ 990	3%	\$ 1,031	4%	\$ 1,053	2%	\$ 1,080	2%
Partner(E)	\$ 874	\$ 907	4%	\$ 948	5%	\$ 980	3%	\$ 1,020	4%	\$ 1,057	4%	\$ 1,082	2%
Counsel	\$ 831	\$ 875	5%	\$ 916	5%	\$ 950	4%	\$ 990	4%	\$ 1,040	5%	\$ 1,062	2%
Senior Associate(E)	\$ 629	\$ 702	12%	\$ 739	5%	\$ 801	8%	\$ 891	11%	\$ 946	6%	\$ 1,019	8%
8th Year Associate(E)	\$ 537	\$ 552	3%	\$ 591	7%	\$ 626	6%	\$ 675	8%	\$ 724	7%	\$ 783	8%
7th Year Associate(E)	\$ 460	\$ 485	5%	\$ 519	7%	\$ 564	9%	\$ 596	6%	\$ 637	7%	\$ 705	11%
6th Year Associate(E)	\$ 385	\$ 393	2%	\$ 434	10%	\$ 479	10%	\$ 538	12%	\$ 580	8%	\$ 627	8%
5th Year Associate(E)	\$ 316	\$ 341	8%	\$ 384	13%	\$ 425	11%	\$ 466	10%	\$ 505	8%	\$ 565	12%
4th Year Associate(E)	\$ 315	\$ 339	7%	\$ 358	6%	\$ 379	6%	\$ 411	8%	\$ 449	9%	\$ 497	11%
3rd Year Associate(E)	\$ 272	\$ 295	9%	\$ 322	9%	\$ 353	10%	\$ 372	5%	\$ 400	8%	\$ 452	13%
2nd Year Associate(E)	\$ 242	\$ 249	3%	\$ 273	9%	\$ 306	12%	\$ 330	8%	\$ 348	5%	\$ 376	8%
1st Year Associate(E)	\$ 218	\$ 219	1%	\$ 244	11%	\$ 272	11%	\$ 288	6%	\$ 320	11%	\$ 366	14%
Overall	\$498	\$523	5%	\$557	7%	\$594	7%	\$634	7%	\$671	6%	\$718	7%

ERISA

Practice Area	2012 Rate	2103 Rate	%	2014 Rate	%	2015 Rate	%	2016 Rate	%	2017 Rate	%	2018e Rate	%
Paul, Weiss, Rifkind, Wharton & Garrison LLP													
Senior Partner	\$ 1,154	\$ 1,215	5%	\$ 1,242	2%	\$ 1,278	3%	\$ 1,330	4%	\$ 1,363	2%	\$ 1,406	3%
Partner(E)	\$ 984	\$ 1,034	5%	\$ 1,079	4%	\$ 1,116	3%	\$ 1,142	2%	\$ 1,200	5%	\$ 1,251	4%
Counsel(E)	\$ 907	\$ 934	3%	\$ 958	3%	\$ 1,005	5%	\$ 1,041	4%	\$ 1,080	4%	\$ 1,126	4%
Senior Associate(E)	\$ 655	\$ 692	6%	\$ 754	9%	\$ 815	8%	\$ 916	12%	\$ 983	7%	\$ 1,036	5%
8th Year Associate(E)	\$ 515	\$ 589	14%	\$ 624	6%	\$ 682	9%	\$ 767	12%	\$ 814	6%	\$ 868	7%
7th Year Associate(E)	\$ 498	\$ 538	8%	\$ 571	6%	\$ 615	8%	\$ 675	10%	\$ 708	5%	\$ 755	7%
6th Year Associate(E)	\$ 435	\$ 471	8%	\$ 522	11%	\$ 566	8%	\$ 614	9%	\$ 637	4%	\$ 679	7%
5th Year Associate(E)	\$ 392	\$ 409	4%	\$ 457	12%	\$ 496	9%	\$ 542	9%	\$ 573	6%	\$ 610	6%
4th Year Associate(E)	\$ 371	\$ 400	8%	\$ 441	10%	\$ 468	6%	\$ 492	5%	\$ 510	4%	\$ 550	8%
3rd Year Associate(E)	\$ 326	\$ 346	6%	\$ 378	9%	\$ 405	7%	\$ 438	8%	\$ 469	7%	\$ 499	6%
2nd Year Associate(E)	\$ 293	\$ 305	4%	\$ 336	10%	\$ 378	13%	\$ 398	5%	\$ 413	4%	\$ 435	5%
1st Year Associate(E)	\$ 267	\$ 283	6%	\$ 301	6%	\$ 327	9%	\$ 347	6%	\$ 368	6%	\$ 396	8%
Overall	\$566	\$601	6%	\$639	6%	\$679	6%	\$725	7%	\$760	5%	\$801	5%

Environmental

Practice Area	2012 Rate	2103 Rate	%	2014 Rate	%	2015 Rate	%	2016 Rate	%	2017 Rate	%	2018e Rate	%
Paul, Weiss, Rifkind, Wharton & Garrison LLP													
Senior Partner	\$ 1,186	\$ 1,223	3%	\$ 1,270	4%	\$ 1,312	3%	\$ 1,330	1%	\$ 1,397	5%	\$ 1,465	5%
Partner(E)	\$ 1,044	\$ 1,075	3%	\$ 1,107	3%	\$ 1,130	2%	\$ 1,150	2%	\$ 1,204	5%	\$ 1,251	4%
Counsel	\$ 789	\$ 835	6%	\$ 880	5%	\$ 925	5%	\$ 948	2%	\$ 987	4%	\$ 1,012	2%
Senior Associate	\$ 578	\$ 657	14%	\$ 712	8%	\$ 790	11%	\$ 865	9%	\$ 951	10%	\$ 1,045	10%
8th Year Associate(E)	\$ 494	\$ 510	3%	\$ 569	11%	\$ 633	11%	\$ 720	14%	\$ 770	7%	\$ 809	5%
7th Year Associate(E)	\$ 454	\$ 482	6%	\$ 534	11%	\$ 563	5%	\$ 616	9%	\$ 700	14%	\$ 743	6%
6th Year Associate(E)	\$ 395	\$ 425	8%	\$ 456	7%	\$ 496	9%	\$ 548	11%	\$ 609	11%	\$ 663	9%
5th Year Associate(E)	\$ 376	\$ 387	3%	\$ 431	11%	\$ 469	9%	\$ 523	12%	\$ 561	7%	\$ 609	9%
4th Year Associate(E)	\$ 350	\$ 373	7%	\$ 401	8%	\$ 433	8%	\$ 460	6%	\$ 510	11%	\$ 538	5%
3rd Year Associate(E)	\$ 314	\$ 327	4%	\$ 362	11%	\$ 387	7%	\$ 425	10%	\$ 464	9%	\$ 495	7%
2nd Year Associate(E)	\$ 286	\$ 290	2%	\$ 322	11%	\$ 364	13%	\$ 389	7%	\$ 418	8%	\$ 451	8%
1st Year Associate(E)	\$ 239	\$ 258	8%	\$ 290	12%	\$ 319	10%	\$ 344	8%	\$ 380	11%	\$ 407	7%
Overall	\$542	\$570	5%	\$611	7%	\$652	7%	\$693	6%	\$746	8%	\$791	6%

Electronic Discovery

Practice Area	2012	2103	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
Paul Hastings LLP													
Senior Partner(E)	\$ 959	\$ 1,000	4%	\$ 1,050	5%	\$ 1,076	2%	\$ 1,130	5%	\$ 1,145	1%	\$ 1,194	4%
Partner	\$ 840	\$ 860	2%	\$ 900	5%	\$ 943	5%	\$ 1,000	6%	\$ 1,022	2%	\$ 1,053	3%
Counsel(E)	\$ 773	\$ 765	-1%	\$ 819	7%	\$ 820	0%	\$ 880	7%	\$ 940	7%	\$ 947	1%
Senior Associate	\$ 711	\$ 666	-6%	\$ 729	10%	\$ 738	1%	\$ 810	10%	\$ 827	2%	\$ 862	4%
8th Year Associate(E)	\$ 557	\$ 557	0%	\$ 583	5%	\$ 585	0%	\$ 655	12%	\$ 641	-2%	\$ 714	11%
7th Year Associate(E)	\$ 512	\$ 513	0%	\$ 525	2%	\$ 538	2%	\$ 596	11%	\$ 577	-3%	\$ 650	13%
6th Year Associate(E)	\$ 445	\$ 472	6%	\$ 457	-3%	\$ 479	5%	\$ 531	11%	\$ 513	-3%	\$ 591	15%
5th Year Associate(E)	\$ 392	\$ 420	7%	\$ 397	-5%	\$ 426	7%	\$ 483	13%	\$ 446	-8%	\$ 526	18%
4th Year Associate(E)	\$ 349	\$ 369	6%	\$ 362	-2%	\$ 379	5%	\$ 430	13%	\$ 397	-8%	\$ 484	22%
3rd Year Associate(E)	\$ 317	\$ 325	2%	\$ 322	-1%	\$ 349	8%	\$ 396	13%	\$ 346	-13%	\$ 431	25%
2nd Year Associate(E)	\$ 286	\$ 293	2%	\$ 280	-4%	\$ 317	13%	\$ 360	13%	\$ 315	-13%	\$ 392	25%
1st Year Associate(E)	\$ 260	\$ 260	0%	\$ 255	-2%	\$ 282	11%	\$ 317	12%	\$ 289	-9%	\$ 361	25%
Overall	\$533	\$541	2%	\$557	3%	\$578	4%	\$632	9%	\$622	-2%	\$684	10%

ERISA

Practice Area	2012	2103	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
Paul Hastings LLP													
Senior Partner	\$ 995	\$ 1,015	2%	\$ 1,023	1%	\$ 1,050	3%	\$ 1,097	4%	\$ 1,131	3%	\$ 1,177	4%
Partner	\$ 922	\$ 963	4%	\$ 1,014	5%	\$ 1,038	2%	\$ 1,090	5%	\$ 1,117	2%	\$ 1,145	2%
Counsel(E)	\$ 832	\$ 870	5%	\$ 901	4%	\$ 924	3%	\$ 955	3%	\$ 1,005	5%	\$ 1,031	2%
Senior Associate(E)	\$ 576	\$ 623	8%	\$ 674	8%	\$ 758	12%	\$ 830	10%	\$ 915	10%	\$ 963	5%
8th Year Associate(E)	\$ 501	\$ 527	5%	\$ 594	13%	\$ 638	7%	\$ 694	9%	\$ 733	6%	\$ 785	7%
7th Year Associate(E)	\$ 405	\$ 440	9%	\$ 491	12%	\$ 529	8%	\$ 586	11%	\$ 652	11%	\$ 712	9%
6th Year Associate(E)	\$ 365	\$ 413	13%	\$ 435	5%	\$ 489	12%	\$ 549	12%	\$ 580	6%	\$ 615	6%
5th Year Associate	\$ 325	\$ 376	16%	\$ 396	5%	\$ 440	11%	\$ 489	11%	\$ 505	3%	\$ 565	12%
4th Year Associate(E)	\$ 299	\$ 335	12%	\$ 356	6%	\$ 383	8%	\$ 440	15%	\$ 465	6%	\$ 498	7%
3rd Year Associate(E)	\$ 269	\$ 298	11%	\$ 313	5%	\$ 352	12%	\$ 405	15%	\$ 423	4%	\$ 458	8%
2nd Year Associate(E)	\$ 242	\$ 268	11%	\$ 276	3%	\$ 317	15%	\$ 352	11%	\$ 380	8%	\$ 421	11%
1st Year Associate(E)	\$ 220	\$ 236	7%	\$ 248	5%	\$ 285	15%	\$ 310	9%	\$ 335	8%	\$ 371	11%
Overall	\$496	\$530	7%	\$560	6%	\$600	7%	\$650	8%	\$687	6%	\$728	6%

Corporate Transactions and Securities

Practice Area	2012	2013	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
Akin Gump Strauss Hauer & Feld LLP													
Senior Partner	\$ 887	\$ 927	4%	\$ 962	4%	\$ 988	3%	\$ 1,040	5%	\$ 1,065	2%	\$ 1,092	2%
Partner	\$ 695	\$ 710	2%	\$ 735	4%	\$ 754	3%	\$ 786	4%	\$ 815	4%	\$ 842	3%
Counsel	\$ 596	\$ 626	5%	\$ 660	5%	\$ 695	5%	\$ 705	1%	\$ 723	2%	\$ 739	2%
Senior Associate	\$ 463	\$ 500	8%	\$ 534	7%	\$ 563	5%	\$ 628	12%	\$ 683	9%	\$ 745	9%
8th Year Associate(E)	\$ 341	\$ 367	8%	\$ 407	11%	\$ 456	12%	\$ 507	11%	\$ 560	10%	\$ 617	10%
7th Year Associate(E)	\$ 310	\$ 346	11%	\$ 375	8%	\$ 419	12%	\$ 465	11%	\$ 504	8%	\$ 549	9%
6th Year Associate(E)	\$ 309	\$ 339	10%	\$ 367	8%	\$ 387	5%	\$ 427	10%	\$ 453	6%	\$ 505	11%
5th Year Associate	\$ 284	\$ 299	5%	\$ 334	12%	\$ 348	4%	\$ 371	7%	\$ 394	6%	\$ 449	14%
4th Year Associate	\$ 256	\$ 269	5%	\$ 304	13%	\$ 306	1%	\$ 323	5%	\$ 359	11%	\$ 395	10%
3rd Year Associate(E)	\$ 233	\$ 247	6%	\$ 270	9%	\$ 267	-1%	\$ 297	12%	\$ 327	10%	\$ 356	9%
2nd Year Associate(E)	\$ 212	\$ 222	5%	\$ 238	7%	\$ 243	2%	\$ 274	13%	\$ 284	4%	\$ 324	14%
1st Year Associate(E)	\$ 186	\$ 198	6%	\$ 219	11%	\$ 221	1%	\$ 249	13%	\$ 250	0%	\$ 298	19%
Overall	\$398	\$421	6%	\$450	7%	\$471	4%	\$506	8%	\$535	6%	\$576	8%

ERISA

Practice Area	2012	2013	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
Akin Gump Strauss Hauer & Feld LLP													
Senior Partner	\$ 774	\$ 808	4%	\$ 848	5%	\$ 883	4%	\$ 925	5%	\$ 957	3%	\$ 977	2%
Partner(E)	\$ 677	\$ 698	3%	\$ 728	4%	\$ 765	5%	\$ 812	6%	\$ 835	3%	\$ 862	3%
Counsel	\$ 586	\$ 614	5%	\$ 636	4%	\$ 650	2%	\$ 682	5%	\$ 696	2%	\$ 730	5%
Senior Associate	\$ 534	\$ 565	6%	\$ 553	-2%	\$ 578	5%	\$ 601	4%	\$ 627	4%	\$ 657	5%
8th Year Associate(E)	\$ 437	\$ 447	2%	\$ 443	-1%	\$ 474	7%	\$ 497	5%	\$ 491	-1%	\$ 526	7%
7th Year Associate(E)	\$ 398	\$ 403	1%	\$ 407	1%	\$ 422	3%	\$ 438	4%	\$ 427	-2%	\$ 484	13%
6th Year Associate(E)	\$ 350	\$ 362	4%	\$ 375	3%	\$ 384	2%	\$ 385	0%	\$ 393	2%	\$ 426	8%
5th Year Associate(E)	\$ 318	\$ 322	1%	\$ 337	5%	\$ 345	2%	\$ 347	0%	\$ 346	0%	\$ 383	11%
4th Year Associate(E)	\$ 283	\$ 284	0%	\$ 293	3%	\$ 318	8%	\$ 302	-5%	\$ 308	2%	\$ 349	13%
3rd Year Associate(E)	\$ 261	\$ 255	-2%	\$ 264	3%	\$ 292	11%	\$ 268	-8%	\$ 280	4%	\$ 317	13%
2nd Year Associate(E)	\$ 227	\$ 225	-1%	\$ 238	6%	\$ 263	11%	\$ 244	-7%	\$ 255	4%	\$ 276	8%
1st Year Associate(E)	\$ 200	\$ 198	-1%	\$ 219	11%	\$ 229	5%	\$ 215	-6%	\$ 229	7%	\$ 249	8%
Overall	\$420	\$432	3%	\$445	3%	\$467	5%	\$476	2%	\$487	2%	\$520	7%

ERISA

Practice Area	2012 Rate	2103 Rate	%	2014 Rate	%	2015 Rate	%	2016 Rate	%	2017 Rate	%	2018e Rate	%
Goodwin Procter LLP													
Senior Partner	\$ 962	\$ 1,010	5%	\$ 1,047	4%	\$ 1,094	4%	\$ 1,120	2%	\$ 1,161	4%	\$ 1,214	4%
Partner(E)	\$ 847	\$ 899	6%	\$ 942	5%	\$ 973	3%	\$ 1,030	6%	\$ 1,057	3%	\$ 1,080	2%
Counsel(E)	\$ 791	\$ 813	3%	\$ 841	3%	\$ 882	5%	\$ 917	4%	\$ 972	6%	\$ 994	2%
Senior Associate	\$ 594	\$ 634	7%	\$ 681	7%	\$ 734	8%	\$ 784	7%	\$ 858	10%	\$ 933	9%
8th Year Associate(E)	\$ 451	\$ 491	9%	\$ 552	12%	\$ 588	7%	\$ 656	12%	\$ 710	8%	\$ 756	6%
7th Year Associate(E)	\$ 428	\$ 452	6%	\$ 485	7%	\$ 511	5%	\$ 577	13%	\$ 618	7%	\$ 650	5%
6th Year Associate(E)	\$ 356	\$ 398	12%	\$ 422	6%	\$ 450	7%	\$ 514	14%	\$ 538	5%	\$ 591	10%
5th Year Associate(E)	\$ 340	\$ 358	5%	\$ 385	7%	\$ 405	5%	\$ 431	6%	\$ 468	8%	\$ 520	11%
4th Year Associate(E)	\$ 278	\$ 293	5%	\$ 315	8%	\$ 354	12%	\$ 375	6%	\$ 412	10%	\$ 448	9%
3rd Year Associate(E)	\$ 239	\$ 250	4%	\$ 280	12%	\$ 298	6%	\$ 325	9%	\$ 358	10%	\$ 386	8%
2nd Year Associate(E)	\$ 192	\$ 213	11%	\$ 234	10%	\$ 257	10%	\$ 278	8%	\$ 312	12%	\$ 339	9%
1st Year Associate(E)	\$ 202	\$ 210	4%	\$ 222	6%	\$ 248	12%	\$ 265	7%	\$ 287	8%	\$ 314	10%
Overall	\$473	\$502	6%	\$534	6%	\$566	6%	\$606	7%	\$646	7%	\$685	6%

Environmental

Practice Area	2012 Rate	2103 Rate	%	2014 Rate	%	2015 Rate	%	2016 Rate	%	2017 Rate	%	2018e Rate	%
Goodwin Procter LLP													
Senior Partner	\$ 604	\$ 627	4%	\$ 655	4%	\$ 673	3%	\$ 699	4%	\$ 716	2%	\$ 740	3%
Partner(E)	\$ 564	\$ 577	2%	\$ 602	4%	\$ 619	3%	\$ 636	3%	\$ 651	2%	\$ 679	4%
Counsel(E)	\$ 492	\$ 505	3%	\$ 518	2%	\$ 531	3%	\$ 549	3%	\$ 566	3%	\$ 579	2%
Senior Associate	\$ 399	\$ 426	7%	\$ 448	5%	\$ 485	8%	\$ 528	9%	\$ 571	8%	\$ 628	10%
8th Year Associate(E)	\$ 298	\$ 304	2%	\$ 343	13%	\$ 380	11%	\$ 418	10%	\$ 442	6%	\$ 497	13%
7th Year Associate(E)	\$ 272	\$ 290	7%	\$ 316	9%	\$ 343	9%	\$ 363	6%	\$ 385	6%	\$ 438	14%
6th Year Associate(E)	\$ 224	\$ 243	9%	\$ 268	10%	\$ 294	10%	\$ 323	10%	\$ 346	7%	\$ 378	9%
5th Year Associate(E)	\$ 218	\$ 236	8%	\$ 250	6%	\$ 271	8%	\$ 276	2%	\$ 312	13%	\$ 330	6%
4th Year Associate(E)	\$ 185	\$ 204	10%	\$ 217	7%	\$ 238	9%	\$ 259	9%	\$ 277	7%	\$ 303	9%
3rd Year Associate(E)	\$ 169	\$ 175	4%	\$ 191	9%	\$ 214	12%	\$ 244	14%	\$ 255	5%	\$ 273	7%
2nd Year Associate(E)	\$ 153	\$ 171	12%	\$ 195	14%	\$ 210	8%	\$ 224	7%	\$ 235	5%	\$ 249	6%
1st Year Associate(E)	\$ 135	\$ 149	10%	\$ 166	11%	\$ 184	11%	\$ 200	9%	\$ 214	7%	\$ 243	14%
Overall	\$309	\$326	5%	\$347	7%	\$370	7%	\$393	6%	\$414	5%	\$445	7%

Corporate Transactions and Securities

Practice Area	2012 Rate	2103 Rate	%	2014 Rate	%	2015 Rate	%	2016 Rate	%	2017 Rate	%	2018e Rate	%
Alston & Bird LLP													
Senior Partner	\$ 745	\$ 749	1%	\$ 803	7%	\$ 807	0%	\$ 842	4%	\$ 887	5%	\$ 911	3%
Partner	\$ 671	\$ 687	2%	\$ 711	3%	\$ 740	4%	\$ 766	3%	\$ 785	2%	\$ 820	4%
Counsel	\$ 641	\$ 663	3%	\$ 678	2%	\$ 707	4%	\$ 738	4%	\$ 766	4%	\$ 785	2%
Senior Associate	\$ 393	\$ 440	12%	\$ 481	9%	\$ 516	7%	\$ 547	6%	\$ 592	8%	\$ 631	6%
8th Year Associate(E)	\$ 340	\$ 360	6%	\$ 385	7%	\$ 409	6%	\$ 433	6%	\$ 480	11%	\$ 512	7%
7th Year Associate(E)	\$ 304	\$ 321	5%	\$ 350	9%	\$ 372	6%	\$ 390	5%	\$ 427	10%	\$ 450	5%
6th Year Associate(E)	\$ 267	\$ 289	8%	\$ 315	9%	\$ 335	6%	\$ 355	6%	\$ 393	11%	\$ 431	10%
5th Year Associate(E)	\$ 236	\$ 254	8%	\$ 290	14%	\$ 308	6%	\$ 331	7%	\$ 361	9%	\$ 389	8%
4th Year Associate(E)	\$ 213	\$ 231	9%	\$ 252	9%	\$ 268	6%	\$ 303	13%	\$ 322	6%	\$ 350	9%
3rd Year Associate(E)	\$ 188	\$ 204	8%	\$ 215	5%	\$ 238	11%	\$ 254	6%	\$ 286	13%	\$ 307	7%
2nd Year Associate(E)	\$ 156	\$ 170	9%	\$ 180	6%	\$ 202	12%	\$ 218	8%	\$ 249	14%	\$ 262	5%
1st Year Associate(E)	\$ 150	\$ 154	3%	\$ 163	5%	\$ 182	12%	\$ 203	11%	\$ 219	8%	\$ 233	7%
Overall	\$359	\$377	5%	\$402	7%	\$424	5%	\$448	6%	\$481	7%	\$507	5%

ERISA

Practice Area	2012 Rate	2103 Rate	%	2014 Rate	%	2015 Rate	%	2016 Rate	%	2017 Rate	%	2018e Rate	%
Alston & Bird LLP													
Senior Partner	\$ 715	\$ 743	4%	\$ 769	3%	\$ 802	4%	\$ 825	3%	\$ 855	4%	\$ 897	5%
Partner	\$ 551	\$ 569	3%	\$ 581	2%	\$ 608	5%	\$ 622	2%	\$ 636	2%	\$ 659	4%
Counsel(E)	\$ 491	\$ 502	2%	\$ 533	6%	\$ 565	6%	\$ 595	5%	\$ 617	4%	\$ 648	5%
Senior Associate	\$ 396	\$ 425	7%	\$ 475	12%	\$ 511	8%	\$ 556	9%	\$ 586	5%	\$ 624	6%
8th Year Associate(E)	\$ 318	\$ 340	7%	\$ 389	14%	\$ 423	9%	\$ 445	5%	\$ 479	8%	\$ 523	9%
7th Year Associate(E)	\$ 275	\$ 310	12%	\$ 354	14%	\$ 377	6%	\$ 405	8%	\$ 422	4%	\$ 460	9%
6th Year Associate(E)	\$ 258	\$ 285	11%	\$ 312	9%	\$ 335	8%	\$ 360	8%	\$ 380	5%	\$ 404	6%
5th Year Associate(E)	\$ 235	\$ 248	5%	\$ 265	7%	\$ 286	8%	\$ 314	10%	\$ 338	8%	\$ 367	9%
4th Year Associate(E)	\$ 195	\$ 216	10%	\$ 247	14%	\$ 259	5%	\$ 285	10%	\$ 311	9%	\$ 341	10%
3rd Year Associate(E)	\$ 174	\$ 194	12%	\$ 215	11%	\$ 233	9%	\$ 260	11%	\$ 271	4%	\$ 295	9%
2nd Year Associate(E)	\$ 153	\$ 171	11%	\$ 189	11%	\$ 205	8%	\$ 228	12%	\$ 249	9%	\$ 267	7%
1st Year Associate(E)	\$ 149	\$ 165	10%	\$ 180	10%	\$ 194	8%	\$ 210	8%	\$ 229	9%	\$ 248	8%
Overall	\$326	\$347	7%	\$376	8%	\$400	6%	\$425	6%	\$448	5%	\$478	7%

ERISA

Practice Area	2012 Rate	2103 Rate	%	2014 Rate	%	2015 Rate	%	2016 Rate	%	2017 Rate	%	2018e Rate	%
O'Melveny & Myers LLP													
Senior Partner	\$ 994	\$ 1,031	4%	\$ 1,054	2%	\$ 1,098	4%	\$ 1,125	2%	\$ 1,161	3%	\$ 1,188	2%
Partner(E)	\$ 876	\$ 920	5%	\$ 957	4%	\$ 998	4%	\$ 1,024	3%	\$ 1,068	4%	\$ 1,114	4%
Counsel(E)	\$ 823	\$ 844	3%	\$ 882	5%	\$ 899	2%	\$ 921	2%	\$ 940	2%	\$ 980	4%
Senior Associate(E)	\$ 522	\$ 572	9%	\$ 623	9%	\$ 696	12%	\$ 751	8%	\$ 837	11%	\$ 897	7%
8th Year Associate(E)	\$ 456	\$ 473	4%	\$ 509	8%	\$ 569	12%	\$ 628	10%	\$ 655	4%	\$ 705	8%
7th Year Associate(E)	\$ 391	\$ 446	14%	\$ 483	8%	\$ 534	11%	\$ 565	6%	\$ 603	7%	\$ 645	7%
6th Year Associate(E)	\$ 360	\$ 377	5%	\$ 424	12%	\$ 469	11%	\$ 503	7%	\$ 524	4%	\$ 566	8%
5th Year Associate(E)	\$ 312	\$ 321	3%	\$ 360	12%	\$ 401	11%	\$ 447	12%	\$ 477	7%	\$ 510	7%
4th Year Associate(E)	\$ 284	\$ 299	5%	\$ 333	11%	\$ 374	12%	\$ 398	7%	\$ 420	5%	\$ 458	9%
3rd Year Associate(E)	\$ 245	\$ 261	6%	\$ 292	12%	\$ 322	10%	\$ 358	11%	\$ 378	6%	\$ 402	6%
2nd Year Associate(E)	\$ 226	\$ 236	4%	\$ 263	11%	\$ 283	8%	\$ 310	9%	\$ 333	7%	\$ 351	5%
1st Year Associate(E)	\$ 193	\$ 212	10%	\$ 236	12%	\$ 255	8%	\$ 287	12%	\$ 306	7%	\$ 327	7%
Overall	\$474	\$499	5%	\$535	7%	\$575	8%	\$610	6%	\$642	5%	\$679	6%

Finance

Practice Area	2012 Rate	2103 Rate	%	2014 Rate	%	2015 Rate	%	2016 Rate	%	2017 Rate	%	2018e Rate	%
O'Melveny & Myers LLP													
Senior Partner	\$ 878	\$ 919	5%	\$ 963	5%	\$ 999	4%	\$ 1,020	2%	\$ 1,068	5%	\$ 1,110	4%
Partner	\$ 863	\$ 890	3%	\$ 911	2%	\$ 933	2%	\$ 975	4%	\$ 995	2%	\$ 1,029	3%
Counsel	\$ 686	\$ 707	3%	\$ 741	5%	\$ 770	4%	\$ 791	3%	\$ 815	3%	\$ 850	4%
Senior Associate(E)	\$ 486	\$ 505	4%	\$ 570	13%	\$ 636	11%	\$ 690	9%	\$ 741	7%	\$ 800	8%
8th Year Associate(E)	\$ 381	\$ 415	9%	\$ 457	10%	\$ 477	4%	\$ 520	9%	\$ 574	10%	\$ 630	10%
7th Year Associate(E)	\$ 363	\$ 377	4%	\$ 416	10%	\$ 445	7%	\$ 480	8%	\$ 517	8%	\$ 562	9%
6th Year Associate(E)	\$ 297	\$ 331	12%	\$ 370	12%	\$ 406	10%	\$ 439	8%	\$ 475	8%	\$ 521	10%
5th Year Associate(E)	\$ 299	\$ 324	8%	\$ 351	9%	\$ 379	8%	\$ 410	8%	\$ 428	4%	\$ 462	8%
4th Year Associate(E)	\$ 254	\$ 282	11%	\$ 299	6%	\$ 338	13%	\$ 369	9%	\$ 385	4%	\$ 420	9%
3rd Year Associate(E)	\$ 213	\$ 228	7%	\$ 249	9%	\$ 277	11%	\$ 306	10%	\$ 343	12%	\$ 371	8%
2nd Year Associate(E)	\$ 198	\$ 218	10%	\$ 236	8%	\$ 257	9%	\$ 280	9%	\$ 305	9%	\$ 321	5%
1st Year Associate(E)	\$ 165	\$ 182	10%	\$ 195	7%	\$ 216	10%	\$ 238	10%	\$ 268	13%	\$ 283	5%
Overall	\$423	\$448	6%	\$480	7%	\$511	6%	\$543	6%	\$576	6%	\$613	6%

Creditor's Rights

Practice Area	2012	2103	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
Foley & Lardner LLP													
Senior Partner	\$ 675	\$ 685	1%	\$ 703	3%	\$ 725	3%	\$ 750	3%	\$ 767	2%	\$ 785	2%
Partner(E)	\$ 560	\$ 585	4%	\$ 616	5%	\$ 637	3%	\$ 664	4%	\$ 690	4%	\$ 707	2%
Counsel(E)	\$ 535	\$ 542	1%	\$ 563	4%	\$ 587	4%	\$ 614	5%	\$ 628	2%	\$ 655	4%
Senior Associate	\$ 440	\$ 460	5%	\$ 490	7%	\$ 535	9%	\$ 567	6%	\$ 602	6%	\$ 658	9%
8th Year Associate(E)	\$ 344	\$ 364	6%	\$ 388	7%	\$ 428	10%	\$ 459	7%	\$ 488	6%	\$ 557	14%
7th Year Associate(E)	\$ 288	\$ 324	13%	\$ 342	5%	\$ 362	6%	\$ 400	10%	\$ 444	11%	\$ 490	10%
6th Year Associate(E)	\$ 251	\$ 282	12%	\$ 295	5%	\$ 331	12%	\$ 368	11%	\$ 386	5%	\$ 436	13%
5th Year Associate(E)	\$ 257	\$ 271	5%	\$ 296	9%	\$ 322	9%	\$ 338	5%	\$ 351	4%	\$ 388	10%
4th Year Associate(E)	\$ 215	\$ 231	8%	\$ 260	13%	\$ 281	8%	\$ 304	9%	\$ 323	6%	\$ 353	9%
3rd Year Associate(E)	\$ 186	\$ 206	10%	\$ 217	5%	\$ 244	13%	\$ 265	9%	\$ 288	9%	\$ 318	10%
2nd Year Associate(E)	\$ 163	\$ 171	5%	\$ 191	12%	\$ 215	13%	\$ 236	10%	\$ 262	11%	\$ 289	10%
1st Year Associate(E)	\$ 146	\$ 162	11%	\$ 173	7%	\$ 189	9%	\$ 207	10%	\$ 228	10%	\$ 240	5%
Overall	\$338	\$357	6%	\$378	6%	\$405	7%	\$431	7%	\$455	5%	\$490	8%

ERISA

Practice Area	2012	2103	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
Foley & Lardner LLP													
Senior Partner(E)	\$ 546	\$ 571	5%	\$ 593	4%	\$ 608	2%	\$ 622	2%	\$ 627	1%	\$ 663	6%
Partner	\$ 467	\$ 486	4%	\$ 509	5%	\$ 530	4%	\$ 550	4%	\$ 570	4%	\$ 597	5%
Counsel(E)	\$ 446	\$ 467	5%	\$ 488	5%	\$ 513	5%	\$ 535	4%	\$ 568	6%	\$ 596	5%
Senior Associate	\$ 412	\$ 425	3%	\$ 447	5%	\$ 476	6%	\$ 509	7%	\$ 554	9%	\$ 582	5%
8th Year Associate(E)	\$ 328	\$ 325	-1%	\$ 366	13%	\$ 390	6%	\$ 412	6%	\$ 449	9%	\$ 472	5%
7th Year Associate(E)	\$ 266	\$ 283	6%	\$ 310	9%	\$ 329	6%	\$ 359	9%	\$ 400	11%	\$ 433	8%
6th Year Associate(E)	\$ 217	\$ 242	11%	\$ 263	9%	\$ 286	9%	\$ 316	10%	\$ 348	10%	\$ 373	7%
5th Year Associate(E)	\$ 194	\$ 208	7%	\$ 223	7%	\$ 246	10%	\$ 275	12%	\$ 306	11%	\$ 325	6%
4th Year Associate(E)	\$ 177	\$ 194	9%	\$ 206	6%	\$ 228	10%	\$ 253	11%	\$ 269	7%	\$ 296	10%
3rd Year Associate(E)	\$ 161	\$ 177	10%	\$ 197	11%	\$ 220	11%	\$ 230	5%	\$ 240	4%	\$ 272	14%
2nd Year Associate(E)	\$ 144	\$ 152	5%	\$ 172	13%	\$ 183	7%	\$ 200	9%	\$ 218	9%	\$ 239	10%
1st Year Associate(E)	\$ 135	\$ 138	3%	\$ 151	9%	\$ 162	7%	\$ 182	12%	\$ 190	4%	\$ 211	11%
Overall	\$291	\$306	5%	\$327	7%	\$347	6%	\$370	7%	\$395	7%	\$422	7%

ERISA

Practice Area	2012	2103	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
Sheppard, Mullin, Richter & Hampton LLP													
Senior Partner	\$ 566	\$ 592	4%	\$ 605	2%	\$ 630	4%	\$ 652	3%	\$ 668	2%	\$ 693	4%
Partner(E)	\$ 494	\$ 490	-1%	\$ 516	5%	\$ 544	5%	\$ 541	0%	\$ 564	4%	\$ 599	6%
Counsel(E)	\$ 437	\$ 450	3%	\$ 469	4%	\$ 486	4%	\$ 501	3%	\$ 517	3%	\$ 539	4%
Senior Associate	\$ 384	\$ 409	6%	\$ 408	0%	\$ 442	8%	\$ 456	3%	\$ 476	4%	\$ 491	3%
8th Year Associate(E)	\$ 311	\$ 328	5%	\$ 331	1%	\$ 354	7%	\$ 361	2%	\$ 364	1%	\$ 372	2%
7th Year Associate(E)	\$ 280	\$ 298	6%	\$ 294	-1%	\$ 308	5%	\$ 321	4%	\$ 335	4%	\$ 334	0%
6th Year Associate(E)	\$ 249	\$ 263	5%	\$ 265	1%	\$ 280	6%	\$ 296	5%	\$ 308	4%	\$ 294	-5%
5th Year Associate(E)	\$ 217	\$ 231	6%	\$ 236	2%	\$ 252	7%	\$ 272	8%	\$ 271	0%	\$ 265	-2%
4th Year Associate(E)	\$ 191	\$ 213	11%	\$ 217	2%	\$ 229	6%	\$ 247	8%	\$ 247	0%	\$ 230	-7%
3rd Year Associate(E)	\$ 168	\$ 193	15%	\$ 197	2%	\$ 204	4%	\$ 228	11%	\$ 225	-1%	\$ 203	-10%
2nd Year Associate(E)	\$ 155	\$ 170	10%	\$ 180	5%	\$ 182	1%	\$ 207	14%	\$ 204	-1%	\$ 182	-11%
1st Year Associate(E)	\$ 134	\$ 151	13%	\$ 158	4%	\$ 162	2%	\$ 180	11%	\$ 184	2%	\$ 168	-9%
Overall	\$299	\$316	6%	\$323	2%	\$339	5%	\$355	5%	\$364	2%	\$364	0%

Entertainment

Practice Area	2012	2103	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
Sheppard, Mullin, Richter & Hampton LLP													
Senior Partner	\$ 690	\$ 704	2%	\$ 725	3%	\$ 744	3%	\$ 775	4%	\$ 791	2%	\$ 815	3%
Partner(E)	\$ 626	\$ 641	2%	\$ 662	3%	\$ 687	4%	\$ 718	5%	\$ 740	3%	\$ 763	3%
Counsel	\$ 550	\$ 565	3%	\$ 586	4%	\$ 616	5%	\$ 646	5%	\$ 674	4%	\$ 696	3%
Senior Associate	\$ 293	\$ 309	5%	\$ 345	12%	\$ 385	12%	\$ 412	7%	\$ 435	6%	\$ 457	5%
8th Year Associate(E)	\$ 232	\$ 250	8%	\$ 270	8%	\$ 293	9%	\$ 317	8%	\$ 337	6%	\$ 379	12%
7th Year Associate(E)	\$ 207	\$ 219	6%	\$ 238	9%	\$ 262	10%	\$ 281	7%	\$ 300	7%	\$ 321	7%
6th Year Associate(E)	\$ 180	\$ 197	9%	\$ 216	10%	\$ 244	13%	\$ 258	6%	\$ 270	5%	\$ 294	9%
5th Year Associate(E)	\$ 152	\$ 169	11%	\$ 184	9%	\$ 210	14%	\$ 225	7%	\$ 248	11%	\$ 269	8%
4th Year Associate(E)	\$ 139	\$ 158	14%	\$ 168	6%	\$ 185	11%	\$ 207	12%	\$ 216	5%	\$ 235	9%
3rd Year Associate(E)	\$ 128	\$ 141	10%	\$ 154	9%	\$ 168	9%	\$ 182	8%	\$ 192	6%	\$ 205	7%
2nd Year Associate(E)	\$ 115	\$ 128	11%	\$ 147	14%	\$ 155	5%	\$ 162	5%	\$ 169	5%	\$ 185	9%
1st Year Associate(E)	\$ 100	\$ 114	14%	\$ 121	6%	\$ 132	9%	\$ 140	6%	\$ 151	8%	\$ 163	8%
Overall	\$284	\$300	5%	\$318	6%	\$340	7%	\$360	6%	\$377	5%	\$398	6%

Discrimination and Harassment

Practice Area	2012	2103	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
Littler Mendelson P.C.													
Senior Partner(E)	\$ 438	\$ 489	12%	\$ 487	0%	\$ 540	11%	\$ 603	12%	\$ 615	2%	\$ 689	12%
Partner	\$ 388	\$ 437	13%	\$ 451	3%	\$ 487	8%	\$ 548	13%	\$ 544	-1%	\$ 620	14%
Counsel	\$ 346	\$ 386	12%	\$ 399	3%	\$ 438	10%	\$ 490	12%	\$ 504	3%	\$ 559	11%
Senior Associate	\$ 321	\$ 351	10%	\$ 370	5%	\$ 395	7%	\$ 433	10%	\$ 467	8%	\$ 495	6%
8th Year Associate(E)	\$ 241	\$ 258	7%	\$ 284	10%	\$ 313	10%	\$ 343	10%	\$ 365	6%	\$ 387	6%
7th Year Associate(E)	\$ 226	\$ 233	3%	\$ 257	10%	\$ 278	8%	\$ 312	12%	\$ 336	8%	\$ 358	6%
6th Year Associate(E)	\$ 196	\$ 215	10%	\$ 236	10%	\$ 253	7%	\$ 275	9%	\$ 306	11%	\$ 335	10%
5th Year Associate(E)	\$ 184	\$ 200	9%	\$ 218	9%	\$ 230	6%	\$ 253	10%	\$ 281	11%	\$ 303	8%
4th Year Associate(E)	\$ 164	\$ 179	10%	\$ 191	6%	\$ 210	10%	\$ 233	11%	\$ 250	8%	\$ 264	5%
3rd Year Associate(E)	\$ 159	\$ 163	2%	\$ 177	9%	\$ 187	5%	\$ 212	13%	\$ 230	9%	\$ 245	6%
2nd Year Associate(E)	\$ 134	\$ 141	5%	\$ 158	12%	\$ 168	6%	\$ 188	12%	\$ 203	8%	\$ 219	8%
1st Year Associate(E)	\$ 118	\$ 124	5%	\$ 136	10%	\$ 151	11%	\$ 166	10%	\$ 178	8%	\$ 188	5%
Overall	\$243	\$265	9%	\$280	6%	\$304	9%	\$338	11%	\$357	6%	\$388	9%

ERISA

Practice Area	2012	2103	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
Littler Mendelson P.C.													
Senior Partner	\$ 625	\$ 648	4%	\$ 679	5%	\$ 700	3%	\$ 724	3%	\$ 756	4%	\$ 778	3%
Partner(E)	\$ 571	\$ 593	4%	\$ 613	3%	\$ 630	3%	\$ 666	6%	\$ 695	4%	\$ 725	4%
Counsel(E)	\$ 550	\$ 573	4%	\$ 593	4%	\$ 613	3%	\$ 626	2%	\$ 640	2%	\$ 667	4%
Senior Associate	\$ 216	\$ 238	10%	\$ 251	6%	\$ 275	9%	\$ 300	9%	\$ 321	7%	\$ 337	5%
8th Year Associate(E)	\$ 169	\$ 179	6%	\$ 199	11%	\$ 220	11%	\$ 243	10%	\$ 254	5%	\$ 279	10%
7th Year Associate(E)	\$ 151	\$ 169	12%	\$ 180	6%	\$ 203	13%	\$ 224	10%	\$ 234	5%	\$ 251	7%
6th Year Associate(E)	\$ 140	\$ 151	7%	\$ 167	11%	\$ 180	8%	\$ 197	9%	\$ 211	7%	\$ 221	5%
5th Year Associate(E)	\$ 122	\$ 134	10%	\$ 146	9%	\$ 164	13%	\$ 179	9%	\$ 189	6%	\$ 203	7%
4th Year Associate(E)	\$ 110	\$ 123	12%	\$ 133	9%	\$ 148	11%	\$ 159	8%	\$ 172	8%	\$ 183	6%
3rd Year Associate(E)	\$ 103	\$ 107	4%	\$ 116	8%	\$ 128	11%	\$ 139	8%	\$ 150	8%	\$ 161	7%
2nd Year Associate(E)	\$ 86	\$ 97	12%	\$ 102	5%	\$ 113	11%	\$ 128	13%	\$ 138	8%	\$ 145	5%
1st Year Associate(E)	\$ 81	\$ 89	10%	\$ 94	6%	\$ 105	11%	\$ 115	10%	\$ 126	9%	\$ 137	9%
Overall	\$244	\$258	6%	\$273	6%	\$290	6%	\$308	6%	\$324	5%	\$341	5%

ERISA

Practice Area	2012	2103	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
Venable LLP													
Senior Partner	\$ 641	\$ 668	4%	\$ 699	5%	\$ 720	3%	\$ 752	4%	\$ 790	5%	\$ 827	5%
Partner(E)	\$ 588	\$ 613	4%	\$ 641	5%	\$ 663	3%	\$ 688	4%	\$ 718	4%	\$ 749	4%
Counsel	\$ 524	\$ 545	4%	\$ 571	5%	\$ 593	4%	\$ 611	3%	\$ 633	3%	\$ 657	4%
Senior Associate(E)	\$ 358	\$ 404	13%	\$ 448	11%	\$ 483	8%	\$ 521	8%	\$ 550	6%	\$ 592	7%
8th Year Associate(E)	\$ 300	\$ 322	8%	\$ 357	11%	\$ 383	7%	\$ 416	9%	\$ 431	4%	\$ 453	5%
7th Year Associate(E)	\$ 237	\$ 270	14%	\$ 292	8%	\$ 319	9%	\$ 351	10%	\$ 375	7%	\$ 403	8%
6th Year Associate(E)	\$ 200	\$ 224	12%	\$ 242	8%	\$ 272	13%	\$ 301	11%	\$ 337	12%	\$ 367	9%
5th Year Associate(E)	\$ 201	\$ 209	4%	\$ 233	11%	\$ 259	11%	\$ 288	11%	\$ 310	8%	\$ 337	9%
4th Year Associate(E)	\$ 174	\$ 190	9%	\$ 211	11%	\$ 226	7%	\$ 240	6%	\$ 270	13%	\$ 291	8%
3rd Year Associate(E)	\$ 156	\$ 171	9%	\$ 189	11%	\$ 209	10%	\$ 225	7%	\$ 238	6%	\$ 270	14%
2nd Year Associate(E)	\$ 138	\$ 147	6%	\$ 165	12%	\$ 185	12%	\$ 204	10%	\$ 216	6%	\$ 233	8%
1st Year Associate(E)	\$ 130	\$ 134	3%	\$ 146	9%	\$ 157	8%	\$ 173	10%	\$ 188	8%	\$ 206	9%
Overall	\$304	\$325	7%	\$349	8%	\$373	7%	\$398	7%	\$421	6%	\$449	7%

Environmental

Practice Area	2012	2103	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
Venable LLP													
Senior Partner	\$ 904	\$ 925	2%	\$ 935	1%	\$ 982	5%	\$ 1,007	3%	\$ 1,055	5%	\$ 1,084	3%
Partner(E)	\$ 752	\$ 790	5%	\$ 811	3%	\$ 850	5%	\$ 873	3%	\$ 907	4%	\$ 940	4%
Counsel	\$ 625	\$ 640	2%	\$ 670	5%	\$ 701	5%	\$ 721	3%	\$ 742	3%	\$ 776	5%
Senior Associate	\$ 335	\$ 358	7%	\$ 388	8%	\$ 424	9%	\$ 463	9%	\$ 508	10%	\$ 550	8%
8th Year Associate(E)	\$ 272	\$ 297	9%	\$ 310	5%	\$ 348	12%	\$ 388	11%	\$ 416	7%	\$ 455	10%
7th Year Associate(E)	\$ 256	\$ 273	7%	\$ 296	8%	\$ 323	9%	\$ 352	9%	\$ 378	8%	\$ 405	7%
6th Year Associate(E)	\$ 216	\$ 232	8%	\$ 249	7%	\$ 281	13%	\$ 307	9%	\$ 341	11%	\$ 365	7%
5th Year Associate(E)	\$ 201	\$ 229	14%	\$ 249	9%	\$ 280	12%	\$ 297	6%	\$ 313	6%	\$ 328	5%
4th Year Associate(E)	\$ 187	\$ 208	11%	\$ 222	7%	\$ 247	11%	\$ 273	11%	\$ 288	5%	\$ 302	5%
3rd Year Associate(E)	\$ 171	\$ 185	8%	\$ 202	9%	\$ 219	8%	\$ 236	8%	\$ 254	7%	\$ 272	7%
2nd Year Associate(E)	\$ 171	\$ 175	2%	\$ 193	10%	\$ 204	6%	\$ 214	5%	\$ 226	5%	\$ 242	7%
1st Year Associate(E)	\$ 130	\$ 143	10%	\$ 152	6%	\$ 168	11%	\$ 184	9%	\$ 203	10%	\$ 222	9%
Overall	\$352	\$371	6%	\$390	5%	\$419	7%	\$443	6%	\$469	6%	\$495	6%

ERISA

Practice Area	2012	2103	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
Nixon Peabody LLP													
Senior Partner	\$ 259	\$ 271	5%	\$ 290	7%	\$ 291	0%	\$ 311	7%	\$ 320	3%	\$ 340	6%
Partner(E)	\$ 233	\$ 246	6%	\$ 259	5%	\$ 269	4%	\$ 282	5%	\$ 296	5%	\$ 309	4%
Counsel(E)	\$ 214	\$ 222	4%	\$ 231	4%	\$ 240	4%	\$ 250	4%	\$ 262	5%	\$ 273	4%
Senior Associate	\$ 188	\$ 200	6%	\$ 213	6%	\$ 212	-1%	\$ 230	9%	\$ 238	4%	\$ 240	1%
8th Year Associate(E)	\$ 151	\$ 155	2%	\$ 170	10%	\$ 173	2%	\$ 192	11%	\$ 189	-2%	\$ 193	2%
7th Year Associate(E)	\$ 137	\$ 139	1%	\$ 157	13%	\$ 151	-4%	\$ 175	16%	\$ 166	-5%	\$ 171	3%
6th Year Associate(E)	\$ 126	\$ 125	-1%	\$ 136	9%	\$ 131	-4%	\$ 156	19%	\$ 145	-7%	\$ 153	6%
5th Year Associate	\$ 115	\$ 115	0%	\$ 120	4%	\$ 118	-2%	\$ 136	15%	\$ 132	-3%	\$ 139	6%
4th Year Associate(E)	\$ 102	\$ 104	1%	\$ 109	5%	\$ 107	-2%	\$ 119	11%	\$ 114	-4%	\$ 121	6%
3rd Year Associate(E)	\$ 93	\$ 94	1%	\$ 99	5%	\$ 99	-1%	\$ 110	11%	\$ 100	-9%	\$ 110	10%
2nd Year Associate(E)	\$ 84	\$ 83	-1%	\$ 88	6%	\$ 91	3%	\$ 97	6%	\$ 87	-10%	\$ 101	17%
1st Year Associate(E)	\$ 74	\$ 74	0%	\$ 80	8%	\$ 80	0%	\$ 86	7%	\$ 77	-10%	\$ 93	21%
Overall	\$148	\$152	3%	\$163	7%	\$163	0%	\$179	9%	\$177	-1%	\$187	6%

Energy

Practice Area	2012	2103	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
Nixon Peabody LLP													
Senior Partner	\$ 402	\$ 414	3%	\$ 430	4%	\$ 448	4%	\$ 464	4%	\$ 480	3%	\$ 489	2%
Partner(E)	\$ 347	\$ 360	4%	\$ 377	5%	\$ 393	4%	\$ 409	4%	\$ 417	2%	\$ 440	6%
Counsel(E)	\$ 304	\$ 316	4%	\$ 325	3%	\$ 342	5%	\$ 356	4%	\$ 371	4%	\$ 387	4%
Senior Associate	\$ 268	\$ 291	9%	\$ 292	1%	\$ 311	6%	\$ 320	3%	\$ 331	3%	\$ 337	2%
8th Year Associate(E)	\$ 207	\$ 238	15%	\$ 226	-5%	\$ 258	14%	\$ 262	2%	\$ 274	4%	\$ 279	2%
7th Year Associate(E)	\$ 182	\$ 217	19%	\$ 206	-5%	\$ 232	13%	\$ 241	4%	\$ 244	1%	\$ 251	3%
6th Year Associate(E)	\$ 164	\$ 199	21%	\$ 181	-9%	\$ 206	14%	\$ 210	2%	\$ 217	3%	\$ 218	1%
5th Year Associate(E)	\$ 143	\$ 175	23%	\$ 163	-7%	\$ 188	15%	\$ 182	-3%	\$ 197	8%	\$ 197	0%
4th Year Associate(E)	\$ 127	\$ 158	24%	\$ 149	-6%	\$ 167	13%	\$ 166	-1%	\$ 176	6%	\$ 171	-3%
3rd Year Associate(E)	\$ 116	\$ 141	22%	\$ 129	-8%	\$ 150	16%	\$ 146	-3%	\$ 162	11%	\$ 149	-8%
2nd Year Associate(E)	\$ 106	\$ 128	20%	\$ 114	-11%	\$ 132	16%	\$ 130	-2%	\$ 141	8%	\$ 129	-8%
1st Year Associate(E)	\$ 98	\$ 114	16%	\$ 99	-13%	\$ 117	18%	\$ 114	-2%	\$ 126	11%	\$ 118	-7%
Overall	\$205	\$229	12%	\$224	-2%	\$245	9%	\$250	2%	\$261	4%	\$264	1%

PRACTICE AREAS

Bankruptcy

Practice Area	2012 Rate	2103 Rate	%	2014 Rate	%	2015 Rate	%	2016 Rate	%	2017 Rate	%	2018e Rate	%
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.													
Senior Partner(E)	\$ 904	\$ 954	5%	\$ 981	3%	\$ 1,041	6%	\$ 1,065	2%	\$ 1,129	6%	\$ 1,178	4%
Partner	\$ 837	\$ 875	4%	\$ 900	3%	\$ 938	4%	\$ 977	4%	\$ 999	2%	\$ 1,023	2%
Counsel(E)	\$ 612	\$ 649	6%	\$ 673	4%	\$ 707	5%	\$ 740	5%	\$ 769	4%	\$ 797	4%
Senior Associate	\$ 375	\$ 411	10%	\$ 432	5%	\$ 461	7%	\$ 488	6%	\$ 523	7%	\$ 556	6%
8th Year Associate(E)	\$ 276	\$ 309	12%	\$ 327	6%	\$ 369	13%	\$ 393	6%	\$ 438	11%	\$ 471	8%
7th Year Associate(E)	\$ 259	\$ 277	7%	\$ 298	8%	\$ 329	10%	\$ 371	13%	\$ 398	7%	\$ 433	9%
6th Year Associate(E)	\$ 228	\$ 249	9%	\$ 277	11%	\$ 303	9%	\$ 337	11%	\$ 362	8%	\$ 389	7%
5th Year Associate(E)	\$ 228	\$ 246	8%	\$ 271	10%	\$ 288	6%	\$ 316	10%	\$ 333	5%	\$ 352	6%
4th Year Associate(E)	\$ 193	\$ 214	11%	\$ 230	8%	\$ 250	9%	\$ 274	9%	\$ 300	10%	\$ 323	8%
3rd Year Associate(E)	\$ 181	\$ 192	6%	\$ 211	10%	\$ 225	7%	\$ 244	8%	\$ 270	11%	\$ 287	6%
2nd Year Associate(E)	\$ 158	\$ 169	7%	\$ 191	12%	\$ 207	9%	\$ 228	10%	\$ 248	9%	\$ 269	8%
1st Year Associate(E)	\$ 152	\$ 158	4%	\$ 168	7%	\$ 180	7%	\$ 194	7%	\$ 216	12%	\$ 236	9%
Overall	\$367	\$392	7%	\$413	5%	\$442	7%	\$469	6%	\$499	6%	\$526	5%

ERISA

Practice Area	2012 Rate	2103 Rate	%	2014 Rate	%	2015 Rate	%	2016 Rate	%	2017 Rate	%	2018e Rate	%
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.													
Senior Partner	\$ 605	\$ 635	5%	\$ 650	2%	\$ 673	4%	\$ 694	3%	\$ 718	3%	\$ 750	4%
Partner(E)	\$ 598	\$ 613	3%	\$ 626	2%	\$ 647	3%	\$ 673	4%	\$ 699	4%	\$ 724	4%
Counsel	\$ 555	\$ 575	4%	\$ 590	3%	\$ 608	3%	\$ 638	5%	\$ 667	4%	\$ 684	3%
Senior Associate	\$ 285	\$ 310	9%	\$ 333	7%	\$ 353	6%	\$ 382	8%	\$ 412	8%	\$ 434	5%
8th Year Associate(E)	\$ 215	\$ 241	12%	\$ 264	9%	\$ 276	5%	\$ 313	13%	\$ 345	10%	\$ 375	9%
7th Year Associate(E)	\$ 210	\$ 217	4%	\$ 237	9%	\$ 249	5%	\$ 279	12%	\$ 307	10%	\$ 334	9%
6th Year Associate(E)	\$ 185	\$ 193	5%	\$ 205	6%	\$ 224	9%	\$ 254	13%	\$ 267	5%	\$ 284	6%
5th Year Associate(E)	\$ 156	\$ 165	6%	\$ 183	10%	\$ 197	8%	\$ 214	9%	\$ 233	9%	\$ 256	10%
4th Year Associate(E)	\$ 124	\$ 139	11%	\$ 155	12%	\$ 171	10%	\$ 186	9%	\$ 205	10%	\$ 223	9%
3rd Year Associate(E)	\$ 127	\$ 138	9%	\$ 156	13%	\$ 168	8%	\$ 179	6%	\$ 186	4%	\$ 203	9%
2nd Year Associate(E)	\$ 107	\$ 113	5%	\$ 127	13%	\$ 142	12%	\$ 155	9%	\$ 168	8%	\$ 183	9%
1st Year Associate(E)	\$ 103	\$ 112	9%	\$ 119	6%	\$ 126	6%	\$ 137	8%	\$ 146	7%	\$ 155	6%
Overall	\$273	\$288	6%	\$304	6%	\$319	5%	\$342	7%	\$363	6%	\$384	6%

Corporate Transactions and Securities

Practice Area	2012	2103	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
Kilpatrick Townsend & Stockton LLP													
Senior Partner	\$ 615	\$ 639	4%	\$ 658	3%	\$ 685	4%	\$ 710	4%	\$ 727	2%	\$ 748	3%
Partner(E)	\$ 539	\$ 563	4%	\$ 583	4%	\$ 609	4%	\$ 623	2%	\$ 647	4%	\$ 673	4%
Counsel(E)	\$ 491	\$ 501	2%	\$ 527	5%	\$ 553	5%	\$ 575	4%	\$ 582	1%	\$ 607	4%
Senior Associate	\$ 318	\$ 336	6%	\$ 362	8%	\$ 396	9%	\$ 419	6%	\$ 458	9%	\$ 483	5%
8th Year Associate(E)	\$ 231	\$ 247	7%	\$ 274	11%	\$ 297	8%	\$ 320	8%	\$ 354	11%	\$ 387	9%
7th Year Associate(E)	\$ 208	\$ 229	10%	\$ 241	5%	\$ 271	12%	\$ 293	8%	\$ 312	7%	\$ 340	9%
6th Year Associate(E)	\$ 155	\$ 169	9%	\$ 190	12%	\$ 213	12%	\$ 240	13%	\$ 271	13%	\$ 289	7%
5th Year Associate(E)	\$ 162	\$ 167	3%	\$ 187	12%	\$ 205	10%	\$ 216	5%	\$ 239	10%	\$ 258	8%
4th Year Associate(E)	\$ 135	\$ 152	13%	\$ 167	10%	\$ 184	10%	\$ 205	12%	\$ 217	6%	\$ 231	6%
3rd Year Associate(E)	\$ 133	\$ 137	3%	\$ 150	9%	\$ 164	9%	\$ 183	12%	\$ 198	8%	\$ 223	13%
2nd Year Associate(E)	\$ 113	\$ 118	5%	\$ 130	10%	\$ 141	8%	\$ 156	11%	\$ 176	13%	\$ 191	9%
1st Year Associate(E)	\$ 100	\$ 107	7%	\$ 119	11%	\$ 130	10%	\$ 142	9%	\$ 160	13%	\$ 170	6%
Overall	\$267	\$280	5%	\$299	7%	\$321	7%	\$340	6%	\$362	6%	\$383	6%

ERISA

Practice Area	2012	2103	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
Kilpatrick Townsend & Stockton LLP													
Senior Partner	\$ 694	\$ 724	4%	\$ 743	3%	\$ 780	5%	\$ 797	2%	\$ 831	4%	\$ 855	3%
Partner	\$ 496	\$ 520	5%	\$ 545	5%	\$ 571	5%	\$ 585	2%	\$ 603	3%	\$ 631	5%
Counsel	\$ 429	\$ 448	4%	\$ 467	4%	\$ 483	3%	\$ 495	2%	\$ 516	4%	\$ 539	4%
Senior Associate	\$ 353	\$ 377	7%	\$ 414	10%	\$ 452	9%	\$ 487	8%	\$ 531	9%	\$ 575	8%
8th Year Associate(E)	\$ 273	\$ 288	5%	\$ 324	12%	\$ 354	9%	\$ 390	10%	\$ 406	4%	\$ 451	11%
7th Year Associate(E)	\$ 244	\$ 262	8%	\$ 296	13%	\$ 315	6%	\$ 347	10%	\$ 362	4%	\$ 410	13%
6th Year Associate(E)	\$ 206	\$ 228	11%	\$ 241	6%	\$ 264	9%	\$ 282	7%	\$ 315	11%	\$ 331	5%
5th Year Associate(E)	\$ 179	\$ 184	2%	\$ 206	12%	\$ 224	9%	\$ 252	12%	\$ 274	9%	\$ 288	5%
4th Year Associate(E)	\$ 155	\$ 170	10%	\$ 186	9%	\$ 202	9%	\$ 225	11%	\$ 238	6%	\$ 257	8%
3rd Year Associate(E)	\$ 125	\$ 137	9%	\$ 154	12%	\$ 166	8%	\$ 186	12%	\$ 207	11%	\$ 221	7%
2nd Year Associate(E)	\$ 133	\$ 145	9%	\$ 154	6%	\$ 162	6%	\$ 171	5%	\$ 186	9%	\$ 198	6%
1st Year Associate(E)	\$ 111	\$ 118	7%	\$ 132	12%	\$ 143	8%	\$ 152	7%	\$ 172	13%	\$ 183	6%
Overall	\$283	\$300	6%	\$322	7%	\$343	7%	\$364	6%	\$387	6%	\$412	6%

ERISA

Practice Area	2012	2103	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
Jackson Lewis LLP													
Senior Partner(E)	\$ 591	\$ 622	5%	\$ 653	5%	\$ 706	8%	\$ 725	3%	\$ 757	4%	\$ 786	4%
Partner	\$ 526	\$ 553	5%	\$ 594	7%	\$ 621	5%	\$ 667	7%	\$ 673	1%	\$ 691	3%
Counsel(E)	\$ 479	\$ 503	5%	\$ 535	6%	\$ 553	3%	\$ 601	9%	\$ 613	2%	\$ 601	-2%
Senior Associate	\$ 431	\$ 453	5%	\$ 476	5%	\$ 509	7%	\$ 553	9%	\$ 539	-2%	\$ 535	-1%
8th Year Associate(E)	\$ 341	\$ 371	9%	\$ 373	0%	\$ 398	7%	\$ 458	15%	\$ 413	-10%	\$ 410	-1%
7th Year Associate(E)	\$ 304	\$ 327	8%	\$ 328	0%	\$ 347	6%	\$ 403	16%	\$ 363	-10%	\$ 373	3%
6th Year Associate(E)	\$ 264	\$ 294	11%	\$ 292	-1%	\$ 319	9%	\$ 362	14%	\$ 316	-13%	\$ 336	6%
5th Year Associate(E)	\$ 238	\$ 259	9%	\$ 269	4%	\$ 293	9%	\$ 319	9%	\$ 278	-13%	\$ 309	11%
4th Year Associate(E)	\$ 207	\$ 230	11%	\$ 236	3%	\$ 264	12%	\$ 281	6%	\$ 248	-12%	\$ 269	9%
3rd Year Associate(E)	\$ 190	\$ 205	8%	\$ 206	0%	\$ 230	12%	\$ 258	12%	\$ 225	-13%	\$ 247	10%
2nd Year Associate(E)	\$ 173	\$ 186	8%	\$ 179	-4%	\$ 202	13%	\$ 227	12%	\$ 198	-13%	\$ 227	15%
1st Year Associate(E)	\$ 158	\$ 166	5%	\$ 165	-1%	\$ 180	9%	\$ 200	11%	\$ 182	-9%	\$ 205	12%
Overall	\$325	\$347	7%	\$359	3%	\$385	7%	\$421	9%	\$400	-5%	\$416	4%

Labor and Employment

Practice Area	2012	2103	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
Jackson Lewis LLP													
Senior Partner	\$ 618	\$ 633	2%	\$ 654	3%	\$ 677	4%	\$ 695	3%	\$ 722	4%	\$ 744	3%
Partner	\$ 401	\$ 410	2%	\$ 423	3%	\$ 428	1%	\$ 449	5%	\$ 461	3%	\$ 480	4%
Counsel	\$ 349	\$ 363	4%	\$ 379	4%	\$ 395	4%	\$ 409	3%	\$ 420	3%	\$ 441	5%
Senior Associate	\$ 264	\$ 281	6%	\$ 305	9%	\$ 323	6%	\$ 344	6%	\$ 375	9%	\$ 406	8%
8th Year Associate(E)	\$ 190	\$ 214	13%	\$ 233	9%	\$ 246	6%	\$ 272	10%	\$ 293	8%	\$ 321	10%
7th Year Associate(E)	\$ 192	\$ 203	6%	\$ 227	12%	\$ 241	6%	\$ 256	6%	\$ 267	4%	\$ 286	7%
6th Year Associate(E)	\$ 178	\$ 186	5%	\$ 209	12%	\$ 219	5%	\$ 230	5%	\$ 243	5%	\$ 260	7%
5th Year Associate(E)	\$ 145	\$ 162	12%	\$ 182	12%	\$ 195	7%	\$ 205	5%	\$ 223	9%	\$ 240	8%
4th Year Associate(E)	\$ 130	\$ 140	7%	\$ 151	8%	\$ 161	6%	\$ 178	11%	\$ 201	13%	\$ 220	10%
3rd Year Associate(E)	\$ 120	\$ 131	9%	\$ 142	8%	\$ 157	11%	\$ 169	7%	\$ 185	10%	\$ 194	5%
2nd Year Associate(E)	\$ 113	\$ 121	7%	\$ 128	6%	\$ 144	12%	\$ 158	10%	\$ 168	6%	\$ 184	9%
1st Year Associate(E)	\$ 94	\$ 102	8%	\$ 111	10%	\$ 119	7%	\$ 132	11%	\$ 146	11%	\$ 158	8%
Overall	\$233	\$245	5%	\$262	7%	\$275	5%	\$291	6%	\$309	6%	\$328	6%

ERISA

Practice Area	2012	2103	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
Step toe & Johnson LLP													
Senior Partner	\$ 768	\$ 808	5%	\$ 827	2%	\$ 852	3%	\$ 890	4%	\$ 930	4%	\$ 953	2%
Partner(E)	\$ 686	\$ 717	4%	\$ 753	5%	\$ 768	2%	\$ 804	5%	\$ 828	3%	\$ 863	4%
Counsel(E)	\$ 655	\$ 680	4%	\$ 694	2%	\$ 719	4%	\$ 740	3%	\$ 762	3%	\$ 794	4%
Senior Associate(E)	\$ 422	\$ 480	14%	\$ 512	6%	\$ 572	12%	\$ 624	9%	\$ 663	6%	\$ 700	6%
8th Year Associate(E)	\$ 369	\$ 379	3%	\$ 404	7%	\$ 431	7%	\$ 475	10%	\$ 525	10%	\$ 557	6%
7th Year Associate(E)	\$ 351	\$ 364	4%	\$ 394	8%	\$ 423	7%	\$ 450	6%	\$ 477	6%	\$ 515	8%
6th Year Associate(E)	\$ 287	\$ 323	13%	\$ 342	6%	\$ 376	10%	\$ 396	5%	\$ 430	9%	\$ 462	8%
5th Year Associate(E)	\$ 269	\$ 280	4%	\$ 295	5%	\$ 331	12%	\$ 348	5%	\$ 391	12%	\$ 422	8%
4th Year Associate(E)	\$ 240	\$ 263	10%	\$ 293	11%	\$ 316	8%	\$ 333	5%	\$ 348	5%	\$ 369	6%
3rd Year Associate(E)	\$ 217	\$ 237	9%	\$ 253	7%	\$ 271	7%	\$ 296	9%	\$ 313	6%	\$ 337	8%
2nd Year Associate(E)	\$ 202	\$ 210	4%	\$ 228	9%	\$ 245	7%	\$ 267	9%	\$ 279	5%	\$ 302	8%
1st Year Associate(E)	\$ 158	\$ 168	6%	\$ 188	12%	\$ 205	9%	\$ 235	14%	\$ 256	9%	\$ 280	9%
Overall	\$385	\$409	6%	\$432	6%	\$459	6%	\$488	6%	\$517	6%	\$546	6%

Energy

Practice Area	2012	2103	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
Step toe & Johnson LLP													
Senior Partner	\$ 709	\$ 731	3%	\$ 751	3%	\$ 777	3%	\$ 803	3%	\$ 834	4%	\$ 862	3%
Partner(E)	\$ 624	\$ 637	2%	\$ 662	4%	\$ 686	4%	\$ 700	2%	\$ 726	4%	\$ 759	5%
Counsel(E)	\$ 540	\$ 552	2%	\$ 571	4%	\$ 583	2%	\$ 614	5%	\$ 646	5%	\$ 668	3%
Senior Associate	\$ 393	\$ 430	9%	\$ 460	7%	\$ 495	8%	\$ 524	6%	\$ 568	8%	\$ 619	9%
8th Year Associate(E)	\$ 282	\$ 309	9%	\$ 338	9%	\$ 369	9%	\$ 406	10%	\$ 435	7%	\$ 465	7%
7th Year Associate(E)	\$ 287	\$ 303	6%	\$ 320	6%	\$ 338	5%	\$ 361	7%	\$ 396	10%	\$ 436	10%
6th Year Associate(E)	\$ 220	\$ 249	13%	\$ 274	10%	\$ 292	6%	\$ 318	9%	\$ 356	12%	\$ 388	9%
5th Year Associate(E)	\$ 227	\$ 245	8%	\$ 274	12%	\$ 286	4%	\$ 305	7%	\$ 328	8%	\$ 346	6%
4th Year Associate(E)	\$ 194	\$ 209	7%	\$ 227	9%	\$ 254	12%	\$ 272	7%	\$ 298	10%	\$ 327	10%
3rd Year Associate(E)	\$ 165	\$ 182	10%	\$ 205	13%	\$ 221	8%	\$ 245	11%	\$ 268	10%	\$ 284	6%
2nd Year Associate(E)	\$ 168	\$ 178	6%	\$ 193	9%	\$ 203	5%	\$ 228	12%	\$ 244	7%	\$ 259	6%
1st Year Associate(E)	\$ 135	\$ 145	8%	\$ 161	10%	\$ 180	12%	\$ 203	13%	\$ 225	11%	\$ 238	6%
Overall	\$329	\$347	6%	\$370	6%	\$390	6%	\$415	6%	\$444	7%	\$471	6%

ERISA

Practice Area	2012	2103	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
Buchanan Ingersoll & Rooney PC													
Senior Partner	\$ 519	\$ 532	3%	\$ 558	5%	\$ 570	2%	\$ 582	2%	\$ 596	2%	\$ 621	4%
Partner	\$ 525	\$ 537	2%	\$ 550	2%	\$ 561	2%	\$ 577	3%	\$ 606	5%	\$ 629	4%
Counsel(E)	\$ 455	\$ 466	2%	\$ 489	5%	\$ 499	2%	\$ 525	5%	\$ 557	6%	\$ 566	2%
Senior Associate(E)	\$ 353	\$ 381	8%	\$ 415	9%	\$ 439	6%	\$ 462	5%	\$ 501	9%	\$ 547	9%
8th Year Associate(E)	\$ 266	\$ 278	5%	\$ 307	11%	\$ 336	9%	\$ 370	10%	\$ 393	6%	\$ 412	5%
7th Year Associate(E)	\$ 242	\$ 266	10%	\$ 290	9%	\$ 306	5%	\$ 322	5%	\$ 342	6%	\$ 371	9%
6th Year Associate(E)	\$ 205	\$ 221	8%	\$ 233	5%	\$ 256	10%	\$ 283	10%	\$ 304	7%	\$ 341	12%
5th Year Associate(E)	\$ 196	\$ 194	-1%	\$ 219	13%	\$ 232	6%	\$ 252	9%	\$ 277	10%	\$ 314	13%
4th Year Associate(E)	\$ 159	\$ 175	10%	\$ 192	9%	\$ 203	6%	\$ 229	13%	\$ 249	9%	\$ 279	12%
3rd Year Associate(E)	\$ 152	\$ 167	10%	\$ 179	7%	\$ 199	11%	\$ 211	6%	\$ 224	6%	\$ 251	12%
2nd Year Associate(E)	\$ 139	\$ 144	4%	\$ 158	9%	\$ 173	9%	\$ 186	7%	\$ 199	7%	\$ 224	12%
1st Year Associate(E)	\$ 117	\$ 125	7%	\$ 138	10%	\$ 152	10%	\$ 167	10%	\$ 174	4%	\$ 197	14%
Overall	\$277	\$291	5%	\$311	7%	\$327	5%	\$347	6%	\$368	6%	\$396	7%

Energy

Practice Area	2012	2103	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
Buchanan Ingersoll & Rooney PC													
Senior Partner	\$ 435	\$ 446	2%	\$ 465	4%	\$ 486	4%	\$ 510	5%	\$ 529	4%	\$ 548	4%
Partner(E)	\$ 402	\$ 412	2%	\$ 426	3%	\$ 445	4%	\$ 466	5%	\$ 482	3%	\$ 501	4%
Counsel	\$ 361	\$ 370	2%	\$ 378	2%	\$ 395	4%	\$ 413	4%	\$ 424	3%	\$ 443	4%
Senior Associate	\$ 207	\$ 222	7%	\$ 249	12%	\$ 280	13%	\$ 298	6%	\$ 325	9%	\$ 358	10%
8th Year Associate(E)	\$ 171	\$ 184	8%	\$ 198	8%	\$ 217	9%	\$ 244	12%	\$ 260	7%	\$ 293	12%
7th Year Associate(E)	\$ 154	\$ 169	10%	\$ 180	6%	\$ 193	7%	\$ 207	7%	\$ 226	9%	\$ 249	10%
6th Year Associate(E)	\$ 142	\$ 148	4%	\$ 158	7%	\$ 178	12%	\$ 195	10%	\$ 208	7%	\$ 237	14%
5th Year Associate(E)	\$ 127	\$ 143	13%	\$ 151	6%	\$ 162	7%	\$ 180	11%	\$ 190	6%	\$ 208	10%
4th Year Associate(E)	\$ 108	\$ 122	13%	\$ 129	5%	\$ 141	9%	\$ 153	9%	\$ 165	8%	\$ 176	7%
3rd Year Associate(E)	\$ 95	\$ 107	12%	\$ 113	6%	\$ 122	8%	\$ 133	9%	\$ 150	13%	\$ 159	6%
2nd Year Associate(E)	\$ 102	\$ 107	5%	\$ 116	8%	\$ 122	6%	\$ 131	7%	\$ 138	6%	\$ 150	9%
1st Year Associate(E)	\$ 80	\$ 90	13%	\$ 96	7%	\$ 105	8%	\$ 114	9%	\$ 127	12%	\$ 137	8%
Overall	\$199	\$210	6%	\$222	5%	\$237	7%	\$254	7%	\$269	6%	\$288	7%

Corporate Transactions and Securities

Practice Area	2012 Rate	2103 Rate	%	2014 Rate	%	2015 Rate	%	2016 Rate	%	2017 Rate	%	2018e Rate	%
Arent Fox LLP													
Senior Partner	\$ 700	\$ 734	5%	\$ 763	4%	\$ 798	5%	\$ 829	4%	\$ 872	5%	\$ 897	3%
Partner	\$ 631	\$ 663	5%	\$ 680	3%	\$ 705	4%	\$ 720	2%	\$ 744	3%	\$ 759	2%
Counsel(E)	\$ 581	\$ 596	3%	\$ 610	2%	\$ 631	4%	\$ 658	4%	\$ 691	5%	\$ 727	5%
Senior Associate	\$ 433	\$ 480	11%	\$ 510	6%	\$ 545	7%	\$ 583	7%	\$ 625	7%	\$ 681	9%
8th Year Associate(E)	\$ 310	\$ 330	6%	\$ 369	12%	\$ 416	13%	\$ 457	10%	\$ 484	6%	\$ 551	14%
7th Year Associate(E)	\$ 267	\$ 299	12%	\$ 329	10%	\$ 371	13%	\$ 398	7%	\$ 430	8%	\$ 491	14%
6th Year Associate(E)	\$ 260	\$ 296	14%	\$ 315	6%	\$ 339	8%	\$ 378	12%	\$ 396	5%	\$ 441	11%
5th Year Associate(E)	\$ 238	\$ 267	12%	\$ 286	7%	\$ 301	5%	\$ 333	10%	\$ 348	5%	\$ 370	6%
4th Year Associate(E)	\$ 197	\$ 216	10%	\$ 233	8%	\$ 258	11%	\$ 276	7%	\$ 303	10%	\$ 323	6%
3rd Year Associate(E)	\$ 178	\$ 194	9%	\$ 209	8%	\$ 228	9%	\$ 242	6%	\$ 270	11%	\$ 288	7%
2nd Year Associate(E)	\$ 173	\$ 183	5%	\$ 197	8%	\$ 220	11%	\$ 231	5%	\$ 246	6%	\$ 267	9%
1st Year Associate(E)	\$ 170	\$ 180	6%	\$ 193	7%	\$ 202	5%	\$ 210	4%	\$ 223	6%	\$ 240	8%
Overall	\$345	\$370	7%	\$391	6%	\$418	7%	\$443	6%	\$469	6%	\$503	7%

ERISA

Practice Area	2012 Rate	2103 Rate	%	2014 Rate	%	2015 Rate	%	2016 Rate	%	2017 Rate	%	2018e Rate	%
Arent Fox LLP													
Senior Partner	\$ 589	\$ 605	3%	\$ 635	5%	\$ 658	4%	\$ 678	3%	\$ 701	3%	\$ 734	5%
Partner	\$ 553	\$ 570	3%	\$ 582	2%	\$ 602	3%	\$ 628	4%	\$ 642	2%	\$ 663	3%
Counsel(E)	\$ 433	\$ 445	3%	\$ 464	4%	\$ 486	5%	\$ 516	6%	\$ 542	5%	\$ 572	5%
Senior Associate	\$ 275	\$ 302	10%	\$ 333	10%	\$ 360	8%	\$ 395	10%	\$ 432	9%	\$ 469	9%
8th Year Associate(E)	\$ 224	\$ 237	6%	\$ 259	9%	\$ 288	11%	\$ 313	8%	\$ 350	12%	\$ 372	6%
7th Year Associate(E)	\$ 203	\$ 221	9%	\$ 246	11%	\$ 262	7%	\$ 275	5%	\$ 311	13%	\$ 335	8%
6th Year Associate(E)	\$ 185	\$ 210	14%	\$ 221	5%	\$ 236	7%	\$ 245	4%	\$ 271	11%	\$ 308	14%
5th Year Associate(E)	\$ 157	\$ 179	14%	\$ 192	8%	\$ 205	7%	\$ 225	10%	\$ 244	8%	\$ 274	12%
4th Year Associate(E)	\$ 136	\$ 143	5%	\$ 159	11%	\$ 178	12%	\$ 193	8%	\$ 212	10%	\$ 223	5%
3rd Year Associate(E)	\$ 128	\$ 144	12%	\$ 158	10%	\$ 172	9%	\$ 185	7%	\$ 193	4%	\$ 219	14%
2nd Year Associate(E)	\$ 114	\$ 124	9%	\$ 137	10%	\$ 145	5%	\$ 161	11%	\$ 170	6%	\$ 183	8%
1st Year Associate(E)	\$ 97	\$ 109	12%	\$ 121	10%	\$ 132	9%	\$ 140	6%	\$ 151	8%	\$ 166	10%
Overall	\$258	\$274	6%	\$292	7%	\$310	6%	\$329	6%	\$351	7%	\$376	7%

Corporate Transactions and Securities

Practice Area	2012 Rate	2103 Rate	%	2014 Rate	%	2015 Rate	%	2016 Rate	%	2017 Rate	%	2018e Rate	%
Quarles & Brady LLP													
Senior Partner	\$ 440	\$ 453	3%	\$ 465	3%	\$ 484	4%	\$ 500	3%	\$ 519	4%	\$ 544	5%
Partner(E)	\$ 377	\$ 396	5%	\$ 412	4%	\$ 425	3%	\$ 435	2%	\$ 462	6%	\$ 490	6%
Counsel(E)	\$ 354	\$ 368	4%	\$ 386	5%	\$ 395	2%	\$ 408	3%	\$ 420	3%	\$ 441	5%
Senior Associate(E)	\$ 281	\$ 300	7%	\$ 324	8%	\$ 337	4%	\$ 356	6%	\$ 387	9%	\$ 407	5%
8th Year Associate(E)	\$ 215	\$ 230	7%	\$ 245	7%	\$ 262	7%	\$ 288	10%	\$ 299	4%	\$ 314	5%
7th Year Associate(E)	\$ 179	\$ 196	9%	\$ 218	12%	\$ 239	10%	\$ 254	6%	\$ 273	7%	\$ 299	10%
6th Year Associate(E)	\$ 152	\$ 167	10%	\$ 180	8%	\$ 196	9%	\$ 221	13%	\$ 240	9%	\$ 260	8%
5th Year Associate(E)	\$ 144	\$ 159	11%	\$ 177	11%	\$ 189	7%	\$ 203	7%	\$ 216	6%	\$ 239	11%
4th Year Associate(E)	\$ 117	\$ 130	12%	\$ 139	6%	\$ 155	12%	\$ 171	10%	\$ 190	11%	\$ 208	10%
3rd Year Associate(E)	\$ 112	\$ 127	14%	\$ 135	7%	\$ 140	4%	\$ 157	12%	\$ 173	10%	\$ 181	5%
2nd Year Associate(E)	\$ 104	\$ 109	6%	\$ 118	8%	\$ 127	8%	\$ 140	10%	\$ 152	9%	\$ 167	10%
1st Year Associate(E)	\$ 91	\$ 102	11%	\$ 108	7%	\$ 114	5%	\$ 123	8%	\$ 132	8%	\$ 145	10%
Overall	\$214	\$228	7%	\$242	6%	\$255	5%	\$271	6%	\$289	6%	\$308	7%

ERISA

Practice Area	2012 Rate	2103 Rate	%	2014 Rate	%	2015 Rate	%	2016 Rate	%	2017 Rate	%	2018e Rate	%
Quarles & Brady LLP													
Senior Partner	\$ 430	\$ 442	3%	\$ 455	3%	\$ 469	3%	\$ 486	4%	\$ 500	3%	\$ 521	4%
Partner(E)	\$ 398	\$ 407	2%	\$ 419	3%	\$ 437	4%	\$ 455	4%	\$ 468	3%	\$ 479	2%
Counsel(E)	\$ 345	\$ 356	3%	\$ 368	3%	\$ 380	3%	\$ 393	4%	\$ 414	5%	\$ 432	4%
Senior Associate(E)	\$ 235	\$ 249	6%	\$ 271	9%	\$ 302	11%	\$ 325	8%	\$ 364	12%	\$ 391	7%
8th Year Associate(E)	\$ 195	\$ 211	8%	\$ 236	12%	\$ 251	6%	\$ 279	11%	\$ 295	6%	\$ 314	7%
7th Year Associate(E)	\$ 171	\$ 186	9%	\$ 206	11%	\$ 225	9%	\$ 245	9%	\$ 260	6%	\$ 275	6%
6th Year Associate(E)	\$ 152	\$ 157	4%	\$ 174	11%	\$ 191	9%	\$ 214	12%	\$ 228	7%	\$ 246	8%
5th Year Associate(E)	\$ 135	\$ 153	13%	\$ 165	8%	\$ 174	6%	\$ 181	4%	\$ 199	10%	\$ 212	7%
4th Year Associate(E)	\$ 126	\$ 132	5%	\$ 144	9%	\$ 159	10%	\$ 172	8%	\$ 181	5%	\$ 191	5%
3rd Year Associate(E)	\$ 113	\$ 123	9%	\$ 131	7%	\$ 139	6%	\$ 152	10%	\$ 161	6%	\$ 172	7%
2nd Year Associate(E)	\$ 99	\$ 102	3%	\$ 114	12%	\$ 124	9%	\$ 130	4%	\$ 142	9%	\$ 151	7%
1st Year Associate(E)	\$ 91	\$ 98	7%	\$ 103	6%	\$ 111	7%	\$ 117	6%	\$ 130	12%	\$ 137	5%
Overall	\$207	\$218	5%	\$232	7%	\$247	6%	\$262	6%	\$278	6%	\$293	5%

ERISA

Practice Area	2012 Rate	2013 Rate	%	2014 Rate	%	2015 Rate	%	2016 Rate	%	2017 Rate	%	2018e Rate	%
Jackson Walker LLP													
Senior Partner	\$ 454	\$ 473	4%	\$ 493	4%	\$ 504	2%	\$ 525	4%	\$ 542	3%	\$ 554	2%
Partner(E)	\$ 400	\$ 415	4%	\$ 434	5%	\$ 449	4%	\$ 470	5%	\$ 484	3%	\$ 497	3%
Counsel	\$ 338	\$ 348	3%	\$ 366	5%	\$ 385	5%	\$ 405	5%	\$ 416	3%	\$ 430	3%
Senior Associate(E)	\$ 286	\$ 301	5%	\$ 329	9%	\$ 354	8%	\$ 369	4%	\$ 383	4%	\$ 404	6%
8th Year Associate(E)	\$ 202	\$ 211	5%	\$ 232	10%	\$ 248	7%	\$ 279	12%	\$ 313	12%	\$ 336	7%
7th Year Associate(E)	\$ 194	\$ 213	10%	\$ 229	8%	\$ 250	9%	\$ 278	11%	\$ 288	4%	\$ 307	7%
6th Year Associate(E)	\$ 176	\$ 192	9%	\$ 210	9%	\$ 230	10%	\$ 255	11%	\$ 265	4%	\$ 289	9%
5th Year Associate(E)	\$ 148	\$ 167	12%	\$ 181	8%	\$ 202	12%	\$ 221	9%	\$ 241	9%	\$ 259	7%
4th Year Associate(E)	\$ 131	\$ 147	12%	\$ 158	8%	\$ 176	11%	\$ 197	12%	\$ 215	9%	\$ 230	7%
3rd Year Associate(E)	\$ 115	\$ 128	11%	\$ 141	10%	\$ 155	10%	\$ 174	12%	\$ 198	14%	\$ 209	6%
2nd Year Associate(E)	\$ 106	\$ 112	6%	\$ 128	14%	\$ 138	7%	\$ 158	15%	\$ 174	10%	\$ 191	10%
1st Year Associate(E)	\$ 95	\$ 102	7%	\$ 114	12%	\$ 121	6%	\$ 144	19%	\$ 153	6%	\$ 175	15%
Overall	\$220	\$234	6%	\$251	7%	\$268	7%	\$290	8%	\$306	6%	\$323	6%

Energy

Practice Area	2012 Rate	2013 Rate	%	2014 Rate	%	2015 Rate	%	2016 Rate	%	2017 Rate	%	2018e Rate	%
Jackson Walker LLP													
Senior Partner	\$ 593	\$ 615	4%	\$ 635	3%	\$ 652	3%	\$ 671	3%	\$ 691	3%	\$ 724	5%
Partner(E)	\$ 539	\$ 560	4%	\$ 581	4%	\$ 605	4%	\$ 623	3%	\$ 650	4%	\$ 665	2%
Counsel(E)	\$ 469	\$ 487	4%	\$ 510	5%	\$ 524	3%	\$ 531	1%	\$ 547	3%	\$ 570	4%
Senior Associate	\$ 290	\$ 312	8%	\$ 341	9%	\$ 370	9%	\$ 401	8%	\$ 422	5%	\$ 448	6%
8th Year Associate(E)	\$ 228	\$ 242	6%	\$ 259	7%	\$ 290	12%	\$ 325	12%	\$ 338	4%	\$ 371	10%
7th Year Associate(E)	\$ 211	\$ 222	5%	\$ 245	10%	\$ 264	8%	\$ 292	11%	\$ 311	6%	\$ 330	6%
6th Year Associate(E)	\$ 180	\$ 196	9%	\$ 223	14%	\$ 235	5%	\$ 269	14%	\$ 283	5%	\$ 300	6%
5th Year Associate(E)	\$ 165	\$ 180	9%	\$ 197	9%	\$ 216	10%	\$ 239	11%	\$ 252	5%	\$ 276	10%
4th Year Associate(E)	\$ 151	\$ 167	11%	\$ 181	8%	\$ 195	8%	\$ 220	13%	\$ 229	4%	\$ 241	5%
3rd Year Associate(E)	\$ 135	\$ 152	12%	\$ 163	7%	\$ 173	6%	\$ 189	9%	\$ 208	10%	\$ 223	7%
2nd Year Associate(E)	\$ 121	\$ 134	11%	\$ 143	7%	\$ 156	9%	\$ 178	14%	\$ 185	4%	\$ 203	10%
1st Year Associate(E)	\$ 108	\$ 124	14%	\$ 130	5%	\$ 142	9%	\$ 157	11%	\$ 171	9%	\$ 181	6%
Overall	\$266	\$282	6%	\$301	6%	\$318	6%	\$341	7%	\$357	5%	\$378	6%

ERISA

Practice Area	2012 Rate	2013 Rate	%	2014 Rate	%	2015 Rate	%	2016 Rate	%	2017 Rate	%	2018e Rate	%
Vedder Price PC													
Senior Partner	\$ 550	\$ 578	5%	\$ 602	4%	\$ 625	4%	\$ 645	3%	\$ 672	4%	\$ 691	3%
Partner(E)	\$ 513	\$ 530	3%	\$ 548	3%	\$ 575	5%	\$ 587	2%	\$ 592	1%	\$ 617	4%
Counsel(E)	\$ 447	\$ 469	5%	\$ 493	5%	\$ 517	5%	\$ 522	1%	\$ 533	2%	\$ 553	4%
Senior Associate(E)	\$ 303	\$ 333	10%	\$ 354	6%	\$ 391	11%	\$ 416	6%	\$ 463	11%	\$ 503	9%
8th Year Associate(E)	\$ 233	\$ 263	13%	\$ 286	9%	\$ 315	10%	\$ 335	6%	\$ 359	7%	\$ 385	7%
7th Year Associate(E)	\$ 207	\$ 225	9%	\$ 247	10%	\$ 263	6%	\$ 295	12%	\$ 326	11%	\$ 350	7%
6th Year Associate(E)	\$ 193	\$ 207	7%	\$ 228	10%	\$ 242	6%	\$ 267	11%	\$ 287	7%	\$ 322	12%
5th Year Associate(E)	\$ 184	\$ 195	7%	\$ 214	9%	\$ 229	7%	\$ 253	10%	\$ 264	4%	\$ 297	12%
4th Year Associate(E)	\$ 149	\$ 169	13%	\$ 179	6%	\$ 198	11%	\$ 212	7%	\$ 230	8%	\$ 258	12%
3rd Year Associate(E)	\$ 146	\$ 157	8%	\$ 173	10%	\$ 184	7%	\$ 198	8%	\$ 207	4%	\$ 220	6%
2nd Year Associate(E)	\$ 136	\$ 140	3%	\$ 150	7%	\$ 160	6%	\$ 175	9%	\$ 188	8%	\$ 209	11%
1st Year Associate(E)	\$ 111	\$ 116	5%	\$ 126	9%	\$ 138	9%	\$ 155	13%	\$ 168	8%	\$ 183	9%
Overall	\$264	\$282	7%	\$300	6%	\$320	7%	\$338	6%	\$357	6%	\$382	7%

Intellectual Property Litigation

Practice Area	2012 Rate	2013 Rate	%	2014 Rate	%	2015 Rate	%	2016 Rate	%	2017 Rate	%	2018e Rate	%
Vedder Price PC													
Senior Partner(E)	\$ 633	\$ 652	3%	\$ 661	1%	\$ 683	3%	\$ 706	3%	\$ 733	4%	\$ 754	3%
Partner	\$ 565	\$ 577	2%	\$ 596	3%	\$ 610	2%	\$ 636	4%	\$ 654	3%	\$ 680	4%
Counsel	\$ 310	\$ 322	4%	\$ 334	4%	\$ 348	4%	\$ 362	4%	\$ 374	3%	\$ 392	5%
Senior Associate(E)	\$ 216	\$ 242	12%	\$ 258	7%	\$ 277	7%	\$ 301	9%	\$ 333	10%	\$ 361	8%
8th Year Associate(E)	\$ 187	\$ 196	5%	\$ 211	8%	\$ 232	10%	\$ 261	13%	\$ 276	6%	\$ 295	7%
7th Year Associate(E)	\$ 154	\$ 164	6%	\$ 180	10%	\$ 198	10%	\$ 219	11%	\$ 243	11%	\$ 269	11%
6th Year Associate(E)	\$ 138	\$ 149	8%	\$ 156	5%	\$ 180	15%	\$ 190	6%	\$ 221	16%	\$ 245	11%
5th Year Associate(E)	\$ 127	\$ 134	5%	\$ 139	4%	\$ 156	12%	\$ 173	11%	\$ 192	11%	\$ 213	11%
4th Year Associate(E)	\$ 111	\$ 121	9%	\$ 123	2%	\$ 138	12%	\$ 158	15%	\$ 177	12%	\$ 185	5%
3rd Year Associate(E)	\$ 97	\$ 109	11%	\$ 113	4%	\$ 120	6%	\$ 143	20%	\$ 161	12%	\$ 163	1%
2nd Year Associate(E)	\$ 85	\$ 100	18%	\$ 103	3%	\$ 107	4%	\$ 131	22%	\$ 148	13%	\$ 143	-3%
1st Year Associate(E)	\$ 75	\$ 91	20%	\$ 94	4%	\$ 95	1%	\$ 115	21%	\$ 130	13%	\$ 129	-1%
Overall	\$225	\$238	6%	\$247	4%	\$262	6%	\$283	8%	\$303	7%	\$319	5%

ERISA

Practice Area	2012 Rate	2103 Rate	%	2014 Rate	%	2015 Rate	%	2016 Rate	%	2017 Rate	%	2018e Rate	%
Fisher & Phillips LLP													
Senior Partner	\$ 412	\$ 432	5%	\$ 452	5%	\$ 473	5%	\$ 492	4%	\$ 510	4%	\$ 524	3%
Partner(E)	\$ 371	\$ 376	1%	\$ 398	6%	\$ 421	6%	\$ 443	5%	\$ 464	5%	\$ 484	4%
Counsel(E)	\$ 328	\$ 345	5%	\$ 353	2%	\$ 370	5%	\$ 390	5%	\$ 408	5%	\$ 429	5%
Senior Associate	\$ 292	\$ 317	9%	\$ 307	-3%	\$ 333	9%	\$ 343	3%	\$ 375	10%	\$ 391	4%
8th Year Associate(E)	\$ 229	\$ 262	15%	\$ 243	-7%	\$ 261	7%	\$ 275	5%	\$ 297	8%	\$ 303	2%
7th Year Associate(E)	\$ 208	\$ 239	15%	\$ 216	-9%	\$ 235	9%	\$ 250	6%	\$ 262	5%	\$ 275	5%
6th Year Associate(E)	\$ 183	\$ 215	17%	\$ 188	-12%	\$ 207	10%	\$ 220	6%	\$ 228	4%	\$ 248	9%
5th Year Associate(E)	\$ 159	\$ 198	24%	\$ 171	-13%	\$ 186	9%	\$ 198	6%	\$ 205	4%	\$ 216	5%
4th Year Associate(E)	\$ 139	\$ 182	31%	\$ 151	-17%	\$ 166	10%	\$ 180	9%	\$ 188	5%	\$ 192	2%
3rd Year Associate(E)	\$ 126	\$ 166	31%	\$ 139	-16%	\$ 144	4%	\$ 166	15%	\$ 168	1%	\$ 177	5%
2nd Year Associate(E)	\$ 112	\$ 147	31%	\$ 125	-15%	\$ 125	0%	\$ 149	19%	\$ 148	-1%	\$ 159	8%
1st Year Associate(E)	\$ 100	\$ 130	30%	\$ 110	-15%	\$ 112	2%	\$ 137	23%	\$ 128	-6%	\$ 141	10%
Overall	\$222	\$251	13%	\$238	-5%	\$253	6%	\$270	7%	\$282	4%	\$295	5%

Labor and Employment

Practice Area	2012 Rate	2103 Rate	%	2014 Rate	%	2015 Rate	%	2016 Rate	%	2017 Rate	%	2018e Rate	%
Fisher & Phillips LLP													
Senior Partner	\$ 550	\$ 573	4%	\$ 597	4%	\$ 615	3%	\$ 627	2%	\$ 652	4%	\$ 677	4%
Partner	\$ 305	\$ 319	5%	\$ 327	3%	\$ 340	4%	\$ 356	5%	\$ 374	5%	\$ 386	3%
Counsel	\$ 280	\$ 293	5%	\$ 291	-1%	\$ 299	3%	\$ 324	8%	\$ 325	0%	\$ 344	6%
Senior Associate	\$ 244	\$ 261	7%	\$ 265	2%	\$ 272	3%	\$ 295	8%	\$ 293	-1%	\$ 316	8%
8th Year Associate(E)	\$ 193	\$ 209	8%	\$ 210	0%	\$ 211	0%	\$ 231	10%	\$ 224	-3%	\$ 253	13%
7th Year Associate(E)	\$ 174	\$ 186	7%	\$ 193	4%	\$ 188	-3%	\$ 213	13%	\$ 206	-3%	\$ 233	13%
6th Year Associate(E)	\$ 160	\$ 169	6%	\$ 176	4%	\$ 163	-7%	\$ 185	13%	\$ 188	1%	\$ 210	12%
5th Year Associate	\$ 147	\$ 152	4%	\$ 153	0%	\$ 142	-7%	\$ 168	18%	\$ 167	-1%	\$ 193	16%
4th Year Associate(E)	\$ 130	\$ 140	8%	\$ 139	-1%	\$ 131	-6%	\$ 150	15%	\$ 152	1%	\$ 168	11%
3rd Year Associate(E)	\$ 118	\$ 125	6%	\$ 122	-2%	\$ 120	-2%	\$ 135	12%	\$ 135	0%	\$ 148	9%
2nd Year Associate(E)	\$ 108	\$ 109	0%	\$ 107	-2%	\$ 105	-2%	\$ 117	12%	\$ 122	4%	\$ 134	11%
1st Year Associate(E)	\$ 99	\$ 96	-3%	\$ 93	-3%	\$ 94	2%	\$ 106	12%	\$ 107	1%	\$ 121	13%
Overall	\$209	\$219	5%	\$223	2%	\$223	0%	\$242	8%	\$245	1%	\$265	8%

Creditor's Rights

Practice Area	2012	2103	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
GrayRobinson PA													
Senior Partner	\$ 491	\$ 503	2%	\$ 515	2%	\$ 527	2%	\$ 543	3%	\$ 557	2%	\$ 578	4%
Partner(E)	\$ 412	\$ 430	4%	\$ 448	4%	\$ 469	5%	\$ 473	1%	\$ 495	5%	\$ 517	4%
Counsel(E)	\$ 390	\$ 398	2%	\$ 409	3%	\$ 419	3%	\$ 434	4%	\$ 456	5%	\$ 468	3%
Senior Associate	\$ 221	\$ 242	9%	\$ 261	8%	\$ 279	7%	\$ 303	9%	\$ 332	9%	\$ 353	6%
8th Year Associate(E)	\$ 176	\$ 187	6%	\$ 198	6%	\$ 214	8%	\$ 232	9%	\$ 257	11%	\$ 276	8%
7th Year Associate(E)	\$ 158	\$ 170	8%	\$ 180	5%	\$ 190	6%	\$ 202	6%	\$ 229	13%	\$ 240	5%
6th Year Associate(E)	\$ 126	\$ 138	10%	\$ 155	12%	\$ 169	10%	\$ 186	10%	\$ 208	12%	\$ 223	7%
5th Year Associate(E)	\$ 122	\$ 135	10%	\$ 144	7%	\$ 161	12%	\$ 171	6%	\$ 185	8%	\$ 200	8%
4th Year Associate(E)	\$ 111	\$ 118	6%	\$ 128	8%	\$ 141	10%	\$ 156	10%	\$ 168	8%	\$ 185	10%
3rd Year Associate(E)	\$ 97	\$ 101	4%	\$ 113	13%	\$ 126	11%	\$ 137	9%	\$ 152	11%	\$ 165	9%
2nd Year Associate(E)	\$ 91	\$ 96	6%	\$ 103	8%	\$ 116	12%	\$ 125	7%	\$ 136	9%	\$ 150	10%
1st Year Associate(E)	\$ 86	\$ 95	10%	\$ 101	7%	\$ 108	7%	\$ 115	6%	\$ 123	7%	\$ 132	7%
Overall	\$207	\$218	5%	\$230	5%	\$243	6%	\$256	5%	\$275	7%	\$291	6%

ERISA

Practice Area	2012	2103	%	2014	%	2015	%	2016	%	2017	%	2018e	%
	Rate	Rate		Rate		Rate		Rate		Rate		Rate	
GrayRobinson PA													
Senior Partner(E)	\$ 319	\$ 330	4%	\$ 345	4%	\$ 362	5%	\$ 374	4%	\$ 390	4%	\$ 404	3%
Partner	\$ 301	\$ 315	4%	\$ 329	4%	\$ 336	2%	\$ 350	4%	\$ 361	3%	\$ 374	3%
Counsel(E)	\$ 254	\$ 261	3%	\$ 277	6%	\$ 289	4%	\$ 307	6%	\$ 325	6%	\$ 343	6%
Senior Associate	\$ 189	\$ 202	7%	\$ 219	9%	\$ 237	8%	\$ 258	9%	\$ 282	9%	\$ 305	8%
8th Year Associate(E)	\$ 146	\$ 161	10%	\$ 170	5%	\$ 180	6%	\$ 200	11%	\$ 218	9%	\$ 238	9%
7th Year Associate(E)	\$ 126	\$ 141	12%	\$ 153	9%	\$ 161	5%	\$ 174	8%	\$ 190	9%	\$ 201	6%
6th Year Associate(E)	\$ 117	\$ 126	8%	\$ 135	7%	\$ 149	10%	\$ 160	8%	\$ 175	9%	\$ 192	10%
5th Year Associate(E)	\$ 100	\$ 107	8%	\$ 121	13%	\$ 132	9%	\$ 139	5%	\$ 157	13%	\$ 168	7%
4th Year Associate(E)	\$ 93	\$ 100	8%	\$ 108	8%	\$ 115	6%	\$ 124	8%	\$ 138	12%	\$ 145	5%
3rd Year Associate(E)	\$ 82	\$ 91	11%	\$ 96	6%	\$ 102	6%	\$ 113	10%	\$ 123	9%	\$ 135	9%
2nd Year Associate(E)	\$ 76	\$ 83	9%	\$ 88	6%	\$ 93	6%	\$ 102	9%	\$ 110	8%	\$ 118	7%
1st Year Associate(E)	\$ 66	\$ 75	12%	\$ 80	8%	\$ 86	7%	\$ 91	7%	\$ 95	4%	\$ 104	9%
Overall	\$156	\$166	7%	\$177	7%	\$187	6%	\$199	7%	\$214	7%	\$227	6%

Electronic Discovery

Practice Area	2012 Rate	2103 Rate	%	2014 Rate	%	2015 Rate	%	2016 Rate	%	2017 Rate	%	2018e Rate	%
Lane Powell PC													
Senior Partner(E)	\$ 437	\$ 448	2%	\$ 476	6%	\$ 495	4%	\$ 515	4%	\$ 526	2%	\$ 551	5%
Partner	\$ 401	\$ 415	3%	\$ 429	3%	\$ 450	5%	\$ 464	3%	\$ 474	2%	\$ 487	3%
Counsel(E)	\$ 379	\$ 391	3%	\$ 400	2%	\$ 414	3%	\$ 427	3%	\$ 431	1%	\$ 444	3%
Senior Associate(E)	\$ 245	\$ 257	5%	\$ 287	11%	\$ 320	12%	\$ 349	9%	\$ 379	9%	\$ 408	8%
8th Year Associate(E)	\$ 220	\$ 233	6%	\$ 254	9%	\$ 276	9%	\$ 298	8%	\$ 311	4%	\$ 333	7%
7th Year Associate(E)	\$ 181	\$ 190	5%	\$ 210	10%	\$ 228	9%	\$ 247	8%	\$ 270	9%	\$ 291	8%
6th Year Associate(E)	\$ 162	\$ 175	8%	\$ 190	9%	\$ 209	10%	\$ 221	6%	\$ 243	10%	\$ 268	10%
5th Year Associate(E)	\$ 149	\$ 153	2%	\$ 170	11%	\$ 191	13%	\$ 212	11%	\$ 221	4%	\$ 243	10%
4th Year Associate(E)	\$ 138	\$ 144	5%	\$ 162	13%	\$ 171	5%	\$ 191	11%	\$ 199	4%	\$ 224	12%
3rd Year Associate(E)	\$ 118	\$ 124	6%	\$ 136	10%	\$ 149	9%	\$ 166	11%	\$ 183	10%	\$ 197	8%
2nd Year Associate(E)	\$ 117	\$ 120	3%	\$ 128	6%	\$ 139	8%	\$ 153	10%	\$ 169	10%	\$ 177	5%
1st Year Associate(E)	\$ 100	\$ 103	3%	\$ 116	12%	\$ 130	12%	\$ 145	12%	\$ 155	7%	\$ 164	6%
Overall	\$221	\$229	4%	\$246	7%	\$264	7%	\$282	7%	\$297	5%	\$316	6%

ERISA

Practice Area	2012 Rate	2103 Rate	%	2014 Rate	%	2015 Rate	%	2016 Rate	%	2017 Rate	%	2018e Rate	%
Lane Powell PC													
Senior Partner	\$ 542	\$ 565	4%	\$ 581	3%	\$ 607	4%	\$ 623	3%	\$ 649	4%	\$ 666	3%
Partner	\$ 352	\$ 366	4%	\$ 383	5%	\$ 391	2%	\$ 400	2%	\$ 411	3%	\$ 428	4%
Counsel(E)	\$ 310	\$ 318	3%	\$ 332	4%	\$ 348	5%	\$ 356	2%	\$ 365	3%	\$ 385	5%
Senior Associate(E)	\$ 201	\$ 224	11%	\$ 241	7%	\$ 268	11%	\$ 291	8%	\$ 318	9%	\$ 339	7%
8th Year Associate(E)	\$ 156	\$ 163	4%	\$ 182	12%	\$ 197	8%	\$ 213	9%	\$ 241	13%	\$ 262	9%
7th Year Associate(E)	\$ 135	\$ 150	11%	\$ 166	11%	\$ 183	10%	\$ 201	10%	\$ 212	5%	\$ 233	10%
6th Year Associate(E)	\$ 122	\$ 130	7%	\$ 146	12%	\$ 164	12%	\$ 181	11%	\$ 193	6%	\$ 203	5%
5th Year Associate(E)	\$ 110	\$ 124	12%	\$ 134	8%	\$ 146	9%	\$ 161	11%	\$ 173	8%	\$ 184	6%
4th Year Associate(E)	\$ 97	\$ 104	8%	\$ 116	11%	\$ 126	9%	\$ 135	7%	\$ 151	12%	\$ 163	8%
3rd Year Associate(E)	\$ 85	\$ 93	9%	\$ 98	5%	\$ 103	6%	\$ 117	13%	\$ 131	13%	\$ 145	10%
2nd Year Associate(E)	\$ 78	\$ 81	5%	\$ 86	5%	\$ 97	13%	\$ 108	12%	\$ 117	8%	\$ 133	14%
1st Year Associate(E)	\$ 72	\$ 74	3%	\$ 78	5%	\$ 87	11%	\$ 96	11%	\$ 106	11%	\$ 121	14%
Overall	\$188	\$199	6%	\$212	6%	\$226	7%	\$240	6%	\$256	6%	\$272	6%

EXHIBIT 8

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA**

ROBERT J. STENGL, DANIEL)
WILL, RONALD F. KOSEWICZ,)
GARY K. COLLEY, LESLIE D.)
DIAZ, AMAYA JOHNSON,)
WILLIAM A. MCKINLEY and)
JOHN KARIPAS, individually and)
on behalf of all others similarly)
situated,)

**CASE NO:
6:22-cv-00572-PGB-LHP**

Plaintiffs,)

v.)

L3HARRIS TECHNOLOGIES,)
INC., THE BOARD OF)
DIRECTORS OF L3HARRIS)
TECHNOLOGIES, INC., THE)
INVESTMENT COMMITTEE OF)
L3HARRIS TECHNOLOGIES,)
INC. and JOHN DOES 1-30.)

Defendants.)

**DECLARATION OF ROBERT J. STENGL IN SUPPORT OF
PLAINTIFFS’ MOTION FOR AWARD OF
ATTORNEYS’ FEES, REIMBURSEMENT OF EXPENSES, AND CASE
CONTRIBUTION AWARDS TO THE NAMED PLAINTIFFS**

I, Robert J. Stengl, make this Declaration pursuant to 28 U.S.C. § 1746, and hereby declare as follows:

1. I am a Plaintiff in this action, listed in the operative Complaint.
2. I was appointed as a Settlement Class Representative by this Court in its March 11, 2024 Order Granting Preliminary Approval of Class Action Settlement, Preliminarily Certifying a Class for Settlement Purposes, Approving Form and

Manner of Settlement Notice, Plan of Allocation, Preliminarily Certifying a Class for Settlement Purposes, and Scheduling a Fairness Hearing (ECF No. 118).

3. I currently reside in Cascade, CO, and have lived there during the entirety of this action.

4. From the inception of this case, I have been represented by the Pennsylvania law firm of Capozzi Adler, P.C.

5. I worked at L3Harris Technologies, Inc. from 2016 through 2019. While employed at L3Harris Technologies, Inc., I participated in the L3Harris Retirement Savings Plan (the “Plan”).


6. I joined the L3Harris Technologies, Inc. lawsuit because I felt I could contribute to the cause. I understood the lawsuit was on behalf of the Plan and a class of people just like me who were participants in the Plan. I wanted to be a Plaintiff in this case because I believed that L3Harris Technologies, Inc. had not been doing a good enough job managing the Plan. In joining this lawsuit, I hoped to obtain a monetary recovery for myself and all other similarly situated participants in the Plan.

7. I have spent many hours on this litigation conferring regularly with my attorneys at Capozzi Adler. I also receive written updates on the litigation by email and letters. My attorneys and I also discussed the events surrounding the settlement negotiations. I discussed and will continue to discuss in more detail the proposed Settlement as the settlement proceeds through the final approval process. I have also

gathered relevant documents and provided them to my attorneys throughout the litigation. I attended a deposition on May 12, 2023. Had this litigation continued, I was fully prepared to appear at trial, if necessary.

I declare under penalty of perjury that the forgoing is true and correct.

Executed on 5/17/2024

DocuSigned by:

6FE97D2F70714A6...

ROBERT J. STENGL

EXHIBIT 9

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA**

ROBERT J. STENGL, DANIEL)
WILL, RONALD F. KOSEWICZ,)
GARY K. COLLEY, LESLIE D.)
DIAZ, AMAYA JOHNSON,)
WILLIAM A. MCKINLEY and)
JOHN KARIPAS, individually and)
on behalf of all others similarly)
situated,)

**CASE NO:
6:22-cv-00572-PGB-LHP**

Plaintiffs,)

v.)

L3HARRIS TECHNOLOGIES,)
INC., THE BOARD OF)
DIRECTORS OF L3HARRIS)
TECHNOLOGIES, INC., THE)
INVESTMENT COMMITTEE OF)
L3HARRIS TECHNOLOGIES,)
INC. and JOHN DOES 1-30.)

Defendants.)

**DECLARATION OF DANIEL WILL IN SUPPORT OF
PLAINTIFFS’ MOTION FOR AWARD OF
ATTORNEYS’ FEES, REIMBURSEMENT OF EXPENSES, AND CASE
CONTRIBUTION AWARDS TO THE NAMED PLAINTIFFS**

I, Daniel Will, make this Declaration pursuant to 28 U.S.C. § 1746, and hereby declare as follows:

1. I am a Plaintiff in this action, listed in the operative Complaint.
2. I was appointed as a Settlement Class Representative by this Court in its March 11, 2024 Order Granting Preliminary Approval of Class Action Settlement, Preliminarily Certifying a Class for Settlement Purposes, Approving Form and

Manner of Settlement Notice, Plan of Allocation, Preliminarily Certifying a Class for Settlement Purposes, and Scheduling a Fairness Hearing (ECF No. 118).

3. I currently reside in West Chester, PA, and have lived there during the entirety of this action.

4. From the inception of this case, I have been represented by the Pennsylvania law firm of Capozzi Adler, P.C.

5. I worked at L3Harris Technologies, Inc. from 2016 through 2020. While employed at L3Harris Technologies, Inc., I participated in the L3Harris Retirement Savings Plan (the “Plan”).

6. I joined the L3Harris Technologies, Inc. lawsuit because I felt I could contribute to the cause. I understood the lawsuit was on behalf of the Plan and a class of people just like me who were participants in the Plan. I wanted to be a Plaintiff in this case because I believed that L3Harris Technologies, Inc. had not been doing a good enough job managing the Plan. In joining this lawsuit, I hoped to obtain a monetary recovery for myself and all other similarly situated participants in the Plan.

7. I have spent many hours on this litigation conferring regularly with my attorneys at Capozzi Adler. I also receive written updates on the litigation by email and letters. My attorneys and I also discussed the events surrounding the settlement negotiations. I discussed and will continue to discuss in more detail the proposed Settlement as the settlement proceeds through the final approval process. I have also gathered relevant documents and provided them to my attorneys throughout the

litigation. I attended a deposition on May 10, 2023. Had this litigation continued, I was fully prepared to appear at trial, if necessary.

I declare under penalty of perjury that the forgoing is true and correct.

Executed on 5/16/2024

DocuSigned by:
Daniel Will
120A753B6DDB41E...

DANIEL WILL

EXHIBIT 10

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA**

ROBERT J. STENGL, DANIEL)
WILL, RONALD F. KOSEWICZ,)
GARY K. COLLEY, LESLIE D.)
DIAZ, AMAYA JOHNSON,)
WILLIAM A. MCKINLEY and)
JOHN KARIPAS, individually and)
on behalf of all others similarly)
situated,)

**CASE NO:
6:22-cv-00572-PGB-LHP**

Plaintiffs,)

v.)

L3HARRIS TECHNOLOGIES,)
INC., THE BOARD OF)
DIRECTORS OF L3HARRIS)
TECHNOLOGIES, INC., THE)
INVESTMENT COMMITTEE OF)
L3HARRIS TECHNOLOGIES,)
INC. and JOHN DOES 1-30.)

Defendants.)

**DECLARATION OF GARY K. COLLEY IN SUPPORT OF
PLAINTIFFS' MOTION FOR AWARD OF
ATTORNEYS' FEES, REIMBURSEMENT OF EXPENSES, AND CASE
CONTRIBUTION AWARDS TO THE NAMED PLAINTIFFS**

I, Gary K. Colley, make this Declaration pursuant to 28 U.S.C. § 1746, and hereby declare as follows:

1. I am a Plaintiff in this action, listed in the operative Complaint.
2. I was appointed as a Settlement Class Representative by this Court in its March 11, 2024 Order Granting Preliminary Approval of Class Action Settlement, Preliminarily Certifying a Class for Settlement Purposes, Approving Form and

Manner of Settlement Notice, Plan of Allocation, Preliminarily Certifying a Class for Settlement Purposes, and Scheduling a Fairness Hearing (ECF No. 118).

3. I currently reside in Harriman, TN, and have lived there during the entirety of this action.

4. From the inception of this case, I have been represented by the Pennsylvania law firm of Capozzi Adler, P.C.

5. I worked at L3Harris Technologies, Inc. from 2010 through 2020. While employed at L3Harris Technologies, Inc., I participated in the L3Harris Retirement Savings Plan (the “Plan”).

6. I joined the L3Harris Technologies, Inc. lawsuit because I felt I could contribute to the cause. I understood the lawsuit was on behalf of the Plan and a class of people just like me who were participants in the Plan. I wanted to be a Plaintiff in this case because I believed that L3Harris Technologies, Inc. had not been doing a good enough job managing the Plan. In joining this lawsuit, I hoped to obtain a monetary recovery for myself and all other similarly situated participants in the Plan.

7. I have spent many hours on this litigation conferring regularly with my attorneys at Capozzi Adler. I also receive written updates on the litigation by email and letters. My attorneys and I also discussed the events surrounding the settlement negotiations. I discussed and will continue to discuss in more detail the proposed Settlement as the settlement proceeds through the final approval process. I have also gathered relevant documents and provided them to my attorneys throughout the

litigation. I attended a deposition on May 1, 2023. Had this litigation continued, I was fully prepared to appear at trial, if necessary.

I declare under penalty of perjury that the forgoing is true and correct.

Executed on 5/16/2024

DocuSigned by:
Gary Colley
23F2324A79FA447...

GARY K. COLLEY

EXHIBIT 11

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA**

ROBERT J. STENGL, DANIEL)
WILL, RONALD F. KOSEWICZ,)
GARY K. COLLEY, LESLIE D.)
DIAZ, AMAYA JOHNSON,)
WILLIAM A. MCKINLEY and)
JOHN KARIPAS, individually and)
on behalf of all others similarly)
situated,)

**CASE NO:
6:22-cv-00572-PGB-LHP**

Plaintiffs,)

v.)

L3HARRIS TECHNOLOGIES,)
INC., THE BOARD OF)
DIRECTORS OF L3HARRIS)
TECHNOLOGIES, INC., THE)
INVESTMENT COMMITTEE OF)
L3HARRIS TECHNOLOGIES,)
INC. and JOHN DOES 1-30.)

Defendants.)

**DECLARATION OF LESLIE D. DIAZ IN SUPPORT OF
PLAINTIFFS’ MOTION FOR AWARD OF
ATTORNEYS’ FEES, REIMBURSEMENT OF EXPENSES, AND CASE
CONTRIBUTION AWARDS TO THE NAMED PLAINTIFFS**

I, Leslie D. Diaz, make this Declaration pursuant to 28 U.S.C. § 1746, and hereby declare as follows:

1. I am a Plaintiff in this action, listed in the operative Complaint.
2. I was appointed as a Settlement Class Representative by this Court in its March 11, 2024 Order Granting Preliminary Approval of Class Action Settlement, Preliminarily Certifying a Class for Settlement Purposes, Approving Form and

Manner of Settlement Notice, Plan of Allocation, Preliminarily Certifying a Class for Settlement Purposes, and Scheduling a Fairness Hearing (ECF No. 118).

3. I currently reside in North Andover, MA, and have lived there during the entirety of this action.

4. From the inception of this case, I have been represented by the Pennsylvania law firm of Capozzi Adler, P.C.

5. I worked at L3Harris Technologies, Inc. from 2017 through 2020. While employed at L3Harris Technologies, Inc., I participated in the L3Harris Retirement Savings Plan (the “Plan”).

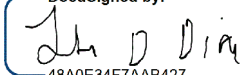
6. I joined the L3Harris Technologies, Inc. lawsuit because I felt I could contribute to the cause. I understood the lawsuit was on behalf of the Plan and a class of people just like me who were participants in the Plan. I wanted to be a Plaintiff in this case because I believed that L3Harris Technologies, Inc. had not been doing a good enough job managing the Plan. In joining this lawsuit, I hoped to obtain a monetary recovery for myself and all other similarly situated participants in the Plan.

7. I have spent many hours on this litigation conferring regularly with my attorneys at Capozzi Adler. I also receive written updates on the litigation by email and letters. My attorneys and I also discussed the events surrounding the settlement negotiations. I discussed and will continue to discuss in more detail the proposed Settlement as the settlement proceeds through the final approval process. I have also

gathered relevant documents and provided them to my attorneys throughout the litigation. I attended a deposition on May 3, 2023. Had this litigation continued, I was fully prepared to appear at trial, if necessary.

I declare under penalty of perjury that the forgoing is true and correct.

Executed on 5/16/2024

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LESLIE D. DIAZ

EXHIBIT 12

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA**

ROBERT J. STENGL, DANIEL)
WILL, RONALD F. KOSEWICZ,)
GARY K. COLLEY, LESLIE D.)
DIAZ, AMAYA JOHNSON,)
WILLIAM A. MCKINLEY and)
JOHN KARIPAS, individually and)
on behalf of all others similarly)
situated,)

**CASE NO:
6:22-cv-00572-PGB-LHP**

Plaintiffs,)

v.)

L3HARRIS TECHNOLOGIES,)
INC., THE BOARD OF)
DIRECTORS OF L3HARRIS)
TECHNOLOGIES, INC., THE)
INVESTMENT COMMITTEE OF)
L3HARRIS TECHNOLOGIES,)
INC. and JOHN DOES 1-30.)

Defendants.)

**DECLARATION OF AMAYA JOHNSON IN SUPPORT OF
PLAINTIFFS’ MOTION FOR AWARD OF
ATTORNEYS’ FEES, REIMBURSEMENT OF EXPENSES, AND CASE
CONTRIBUTION AWARDS TO THE NAMED PLAINTIFFS**

I, Amaya Johnson, make this Declaration pursuant to 28 U.S.C. § 1746, and hereby declare as follows:

1. I am a Plaintiff in this action, listed in the operative Complaint.
2. I was appointed as a Settlement Class Representative by this Court in its March 11, 2024 Order Granting Preliminary Approval of Class Action Settlement, Preliminarily Certifying a Class for Settlement Purposes, Approving Form and

Manner of Settlement Notice, Plan of Allocation, Preliminarily Certifying a Class for Settlement Purposes, and Scheduling a Fairness Hearing (ECF No. 118).

3. I currently reside in Reno, NV, and have lived there during the entirety of this action.

4. From the inception of this case, I have been represented by the Pennsylvania law firm of Capozzi Adler, P.C.

5. I worked at L3Harris Technologies, Inc. from 2010 through 2019. While employed at L3Harris Technologies, Inc., I participated in the L3Harris Retirement Savings Plan (the "Plan").

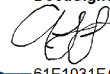
6. I joined the L3Harris Technologies, Inc. lawsuit because I felt I could contribute to the cause. I understood the lawsuit was on behalf of the Plan and a class of people just like me who were participants in the Plan. I wanted to be a Plaintiff in this case because I believed that L3Harris Technologies, Inc. had not been doing a good enough job managing the Plan. In joining this lawsuit, I hoped to obtain a monetary recovery for myself and all other similarly situated participants in the Plan.

7. I have spent many hours on this litigation conferring regularly with my attorneys at Capozzi Adler. I also receive written updates on the litigation by email and letters. My attorneys and I also discussed the events surrounding the settlement negotiations. I discussed and will continue to discuss in more detail the proposed Settlement as the settlement proceeds through the final approval process. I have also gathered relevant documents and provided them to my attorneys throughout the

litigation. I attended a deposition on May 2, 2023. Had this litigation continued, I was fully prepared to appear at trial, if necessary.

I declare under penalty of perjury that the forgoing is true and correct.

Executed on 5/17/2024

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AMAYA JOHNSON

EXHIBIT 13

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA**

ROBERT J. STENGL, DANIEL)
WILL, RONALD F. KOSEWICZ,)
GARY K. COLLEY, LESLIE D.)
DIAZ, AMAYA JOHNSON,)
WILLIAM A. MCKINLEY and)
JOHN KARIPAS, individually and)
on behalf of all others similarly)
situated,)

**CASE NO:
6:22-cv-00572-PGB-LHP**

Plaintiffs,)

v.)

L3HARRIS TECHNOLOGIES,)
INC., THE BOARD OF)
DIRECTORS OF L3HARRIS)
TECHNOLOGIES, INC., THE)
INVESTMENT COMMITTEE OF)
L3HARRIS TECHNOLOGIES,)
INC. and JOHN DOES 1-30.)

Defendants.)

**DECLARATION OF WILLIAM A. MCKINLEY IN SUPPORT OF
PLAINTIFFS' MOTION FOR AWARD OF
ATTORNEYS' FEES, REIMBURSEMENT OF EXPENSES, AND CASE
CONTRIBUTION AWARDS TO THE NAMED PLAINTIFFS**

I, William A. McKinley, make this Declaration pursuant to 28 U.S.C. § 1746, and hereby declare as follows:

1. I am a Plaintiff in this action, listed in the operative Complaint.
2. I was appointed as a Settlement Class Representative by this Court in its March 11, 2024 Order Granting Preliminary Approval of Class Action Settlement, Preliminarily Certifying a Class for Settlement Purposes, Approving Form and

Manner of Settlement Notice, Plan of Allocation, Preliminarily Certifying a Class for Settlement Purposes, and Scheduling a Fairness Hearing (ECF No. 118).

3. I currently reside in Hebron, OH, and have lived there during the entirety of this action.

4. From the inception of this case, I have been represented by the Pennsylvania law firm of Capozzi Adler, P.C.

5. I worked at L3Harris Technologies, Inc. from 2016 through 2020. While employed at L3Harris Technologies, Inc., I participated in the L3Harris Retirement Savings Plan (the “Plan”).

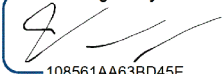
6. I joined the L3Harris Technologies, Inc. lawsuit because I felt I could contribute to the cause. I understood the lawsuit was on behalf of the Plan and a class of people just like me who were participants in the Plan. I wanted to be a Plaintiff in this case because I believed that L3Harris Technologies, Inc. had not been doing a good enough job managing the Plan. In joining this lawsuit, I hoped to obtain a monetary recovery for myself and all other similarly situated participants in the Plan.

7. I have spent many hours on this litigation conferring regularly with my attorneys at Capozzi Adler. I also receive written updates on the litigation by email and letters. My attorneys and I also discussed the events surrounding the settlement negotiations. I discussed and will continue to discuss in more detail the proposed Settlement as the settlement proceeds through the final approval process. I have also

gathered relevant documents and provided them to my attorneys throughout the litigation. I attended a deposition on May 8, 2023. Had this litigation continued, I was fully prepared to appear at trial, if necessary.

I declare under penalty of perjury that the forgoing is true and correct.

Executed on 5/16/2024

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WILLIAM A. MCKINLEY

EXHIBIT 14

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA**

ROBERT J. STENGL, DANIEL)
WILL, RONALD F. KOSEWICZ,)
GARY K. COLLEY, LESLIE D.)
DIAZ, AMAYA JOHNSON,)
WILLIAM A. MCKINLEY and)
JOHN KARIPAS, individually and)
on behalf of all others similarly)
situated,)

**CASE NO:
6:22-cv-00572-PGB-LHP**

Plaintiffs,)

v.)

L3HARRIS TECHNOLOGIES,)
INC., THE BOARD OF)
DIRECTORS OF L3HARRIS)
TECHNOLOGIES, INC., THE)
INVESTMENT COMMITTEE OF)
L3HARRIS TECHNOLOGIES,)
INC. and JOHN DOES 1-30.)

Defendants.)

**DECLARATION OF JOHN KARIPAS IN SUPPORT OF
PLAINTIFFS’ MOTION FOR AWARD OF
ATTORNEYS’ FEES, REIMBURSEMENT OF EXPENSES, AND CASE
CONTRIBUTION AWARDS TO THE NAMED PLAINTIFFS**

I, John Karipas, make this Declaration pursuant to 28 U.S.C. § 1746, and hereby declare as follows:

1. I am a Plaintiff in this action, listed in the operative Complaint.
2. I was appointed as a Settlement Class Representative by this Court in its March 11, 2024 Order Granting Preliminary Approval of Class Action Settlement, Preliminarily Certifying a Class for Settlement Purposes, Approving Form and

Manner of Settlement Notice, Plan of Allocation, Preliminarily Certifying a Class for Settlement Purposes, and Scheduling a Fairness Hearing (ECF No. 118).

3. I currently reside in Commack, NY, and have lived there during the entirety of this action.

4. From the inception of this case, I have been represented by the Pennsylvania law firm of Capozzi Adler, P.C.

5. I worked at L3Harris Technologies, Inc. from 1999 through 2023. While employed at L3Harris Technologies, Inc., I participated in the L3Harris Retirement Savings Plan (the “Plan”).

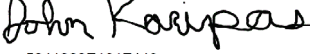
6. I joined the L3Harris Technologies, Inc. lawsuit because I felt I could contribute to the cause. I understood the lawsuit was on behalf of the Plan and a class of people just like me who were participants in the Plan. I wanted to be a Plaintiff in this case because I believed that L3Harris Technologies, Inc. had not been doing a good enough job managing the Plan. In joining this lawsuit, I hoped to obtain a monetary recovery for myself and all other similarly situated participants in the Plan.

7. I have spent many hours on this litigation conferring regularly with my attorneys at Capozzi Adler. I also receive written updates on the litigation by email and letters. My attorneys and I also discussed the events surrounding the settlement negotiations. I discussed and will continue to discuss in more detail the proposed Settlement as the settlement proceeds through the final approval process. I have also gathered relevant documents and provided them to my attorneys throughout the

litigation. I attended a deposition on May 15, 2023. Had this litigation continued, I was fully prepared to appear at trial, if necessary.

I declare under penalty of perjury that the forgoing is true and correct.

Executed on 5/17/2024

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JOHN KARIPAS

EXHIBIT 15

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

DEMARLAND DEAN, KIMBERLY
VAN DECREEK, BRADLEY KIRK,
REYNOLD LEUTZ, TONDARIUS
ROTHCHILD, JASON JONES and
JOHN W. BOWER, individually and
on behalf of all others similarly
situated,

Plaintiffs,

v.

CUMULUS MEDIA, INC., and JOHN
DOES 1-10.,

Defendants.

CIVIL ACTION FILE

Case No.: 1:22-cv-04956-TWT

**ORDER AWARDING PLAINTIFFS' COUNSEL ATTORNEYS' FEES AND
REIMBURSEMENT OF EXPENSES AND
PLAINTIFFS' CASE CONTRIBUTION AWARDS**

This matter having come before the Court on **July 10, 2023**, on the application of Class Counsel for an award of attorneys' fees and reimbursement of expenses incurred in the Action and for Case Contribution Awards for the Named Plaintiffs, having considered all papers filed and proceedings conducted herein, having found the settlement for this Action to be fair, reasonable and adequate and otherwise being fully informed in the premises and good cause appearing therefore:

IT IS HEREBY ORDERED AND ADJUDGED:

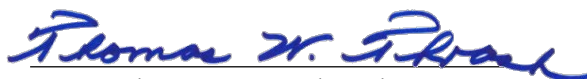
1. All of the capitalized terms used herein shall have the same meanings as set forth in the Class Action Settlement Agreement (“Settlement Agreement”) executed on February 14, 2023, and filed with the Court.

2. This Court has jurisdiction over the subject matter of this application and all matters relating thereto, including all members of the Settlement Class.

3. Plaintiffs’ Class Counsel are hereby awarded attorneys’ fees of **\$333,300.00** and reimbursement of expenses in the sum of **\$20,984.81** (the “Attorneys’ Fees and Expenses”), to be paid from the Gross Settlement Amount. The Court finds that the amount of fees awarded is appropriate and that the amount of fees awarded are fair and reasonable given the substantial risks of non-recovery, the time and effort involved, and the result obtained for the Settlement Class.

4. Each of the Named Plaintiffs and Former Named Plaintiffs is awarded **\$5,000.00** as a Case Contribution Award, as defined in the Settlement Agreement, in recognition of their contributions to this Action.

SO ORDERED this 10th day of July, 2023.


Hon. Thomas W. Thrash, Jr.
United States District Judge