UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

RETIREE BENEFIT TRUST OF THE CITY OF BALTIMORE, Individually and on Behalf of All Others Similarly Situated, Plaintiff, vs. MALIBU BOATS, INC., JACK SPRINGER, BRUCE BECKMAN, DAVID BLACK, and WAYNE WILSON, Defendants.	No. 1:24-cv-03254-LGS **CLASS ACTION**

DECLARATION OF JOSHUA H. SALTZMAN IN SUPPORT OF (I) UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND PLAN OF ALLOCATION; AND (II) MOTION FOR AN AWARD OF ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES

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B	Declaration of Kathleen Brauns Regarding: (A) Mailing of the Postcard Notice; (B) Publication of the Summary Notice; (C) Establishment of the Settlement Website and Call Services; and (D) Report on Exclusions and Objections
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I, Joshua H. Saltzman, of the law firm Saxena White P.A. ("Saxena White" or "Lead Counsel"), respectfully submit this declaration in support of Lead Plaintiff's motion for final approval of the proposed Settlement with Defendants and approval of the Plan of Allocation ("Final Approval Motion"), as well as Lead Counsel's motion for approval of attorneys' fees and reimbursement of Litigation Expenses ("Fee Motion").[1]

I. PRELIMINARY STATEMENT

1. Saxena White is the Court-appointed Lead Counsel in this action for Lead Plaintiff Retiree Benefit Trust of the City of Baltimore ("OPEB" or the "OPEB Trust"). I am a Director of my firm and have actively supervised and participated in the prosecution of this Action.

2. On October 8, 2025, the Court granted preliminary approval of the proposed $7.8 million cash settlement with Defendants. ECF No. 73. Since then, the Court-approved Claims Administrator has notified potential members of the Settlement Class of the Settlement by mail and email in accordance with the Preliminary Approval Order. Summary Notice was also published in *Investor's Business Daily* and over the *PR Newswire.* Defendants have also caused the $7.8 million Settlement Amount to be deposited into an escrow account for the benefit of the Settlement Class.

3. Under any measure, the Settlement is excellent. Indeed, the $7.8 million Settlement Amount represents approximately 11% to 32% of the Class's likely maximum recoverable damages of $24.5 million to $70.45 million—substantially greater than the typical recovery in

[1] Unless otherwise indicated, capitalized terms have the meanings set forth in the Stipulation and Agreement of Settlement (the "Settlement Agreement" or "Stipulation," ECF No. 61), all emphasis has been added, and internal quotation marks have been omitted. All references to "Ex." are to the exhibits hereto. All references to the "Final Approval Memorandum" are to the memorandum in support of the Final Approval Motion. All references to the "Fee Memorandum" are to the memorandum in support of the Fee Motion.

securities class actions. The recovery is even more noteworthy when weighed against the risks of continued litigation. As set forth more fully below, MBI's limited available cash and actively eroding Directors' and Officers' ("D&O") liability insurance policies made a larger recovery highly improbable and speculative at best. For example, at the time of Settlement, the Company had only approximately $39 million in cash, and MBI's most recent earnings release had reduced the Company's guidance to predict a 3-5% year-over-year decline in net sales. Thus, as a practical matter, the primary source of funds available for the Settlement was MBI's rapidly wasting D&O insurance. The Settlement recovers the majority of Defendants' available insurance funds (which were simultaneously being depleted in other litigations), while avoiding the diversion of this critical source of funds to pay defense costs, rather than compensating the Settlement Class.

4. Additionally, Defendants raised credible arguments that (1) Plaintiff's "channel stuffing" theory would either be insufficient to survive a motion to dismiss or would not find adequate factual support in discovery, and (2) much, if not all, of the decline in the price of MBI shares that occurred following the alleged corrective disclosures was not attributable to the alleged fraud, as three of the four alleged corrective disclosures (those in January, February, and May 2024) did not refer to Tommy's at all, and MBI's April 2024 press release did not constitute a concession that the allegations in Tommy's complaint corrected any prior misstatement. Defendants would likely have presented evidence from a well-qualified expert who would opine that the Class's damages were small or non-existent.

5. While Plaintiff had arguments to respond to these points, there is no question that there was meaningful risk that some or all of Defendants' arguments could have been accepted by this Court at the motion to dismiss stage or at summary judgment, or by a jury at trial. Accordingly, even if, years from now, Plaintiff prevailed at trial, it is highly questionable whether Plaintiff would

have recovered more than (or even as much as) the Settlement Amount.

6. Considering these arguments and the other risks inherent in continued litigation, Lead Counsel respectfully submits that the Settlement represents an outstanding recovery for the Settlement Class that is supported by the factors that courts in the Second Circuit consider in the settlement approval process, as set forth in Federal Rule of Civil Procedure 23(e) and *City of Detroit v. Grinnell Corp.*, 495 F.2d 448 (2d Cir. 1974). This is especially true given that the Settlement was obtained long before trial, offering a certain, immediate, and substantial cash recovery for the Settlement Class.

7. Additionally, the Settlement is the result of Plaintiff's and Lead Counsel's extensive litigation efforts, including: (i) an in-depth investigation into the claims giving rise to the complaint; (ii) the preparation of a detailed complaint, including the 96-page Amended Class Action Complaint (the "Complaint"); (iii) opposing Defendants' motion to dismiss, which meaningfully challenged every major element of Plaintiff's claims; (iv) the preparation of a comprehensive mediation statement, and materials in response to Defendants' mediation statement that raised significant challenges on the key issues of materiality, loss causation and damages; and (v) consultation with experts on accounting and on the issues of materiality, loss causation and damages. The Parties reached an agreement to settle only after a year of litigation, arms'-length settlement negotiations and an all-day mediation session before an independent and experienced mediator, Jed D. Melnick of JAMS.

8. In addition to seeking the Court's final approval of the Settlement, Lead Plaintiff seeks approval of the proposed Plan of Allocation ("Plan") as fair and reasonable. To prepare the Plan of Allocation, Lead Plaintiff engaged Peregrine Economics, a well-recognized firm of economics and finance consulting professionals. Under the proposed Plan of Allocation, the Net

Settlement Fund will be distributed on a *pro rata* basis to members of the Settlement Class who timely submit valid proofs of claim based on their "Recognized Loss" amount as calculated pursuant to the Plan.

9. Lead Counsel also requests an award of attorneys' fees for its efforts, which resulted in a substantial recovery for the Class in the face of significant risks, and for reimbursement of its litigation expenses. Specifically, Lead Counsel is applying for an attorneys' fee award of 30% of the $7.8 million Settlement Amount, or $2.34 million, and for reimbursement of Litigation Expenses in the amount of $115,601.47, plus interest earned thereon, to be paid from the Settlement Fund. Lead Counsel's requested fee is well within the range of fees routinely approved by courts in this Circuit in comparable securities class actions with settlement funds of similar sizes, and is amply supported by each of the factors set forth in *Goldberger v. Integrated Res., Inc.*, 209 F.3d 43 (2d Cir. 2000). The reasonableness of Lead Counsel's requested 30% fee is also confirmed by a lodestar cross-check, which yields a multiplier of 1.34, which is at the lower end of the range of multipliers commonly awarded in comparable securities class actions.

10. Likewise, Lead Counsel's requested out-of-pocket litigation costs of $115,601.47, and Plaintiff's requested reimbursement of costs pursuant to the PSLRA, including lost wages and time, in the amount of $1,500 to Plaintiff, are also fair and reasonable. Accordingly, for the reasons set forth in the Fee Memorandum and for the additional reasons set forth herein, Lead Counsel respectfully submits that the request for attorneys' fees and reimbursement of litigation expenses should be approved.

II. PROSECUTION OF THE ACTION

A. The Commencement of the Action and the Appointment of Lead Plaintiff

11. The initial complaint in this Action was filed on April 29, 2024. On August 15, 2024, this Court appointed OPEB as Lead Plaintiff and approved Lead Plaintiff's selection of

Saxena White as Lead Counsel for the proposed class.

12. Lead Counsel conducted an extensive investigation into the Class's claims, including reviewing and analyzing, *inter alia*: (a) MBI's public SEC filings, press releases, and investor conference calls; (b) news articles and research reports prepared by securities and financial analysts about the Company; (c) the Verified Complaint and other filings in *Tommy's Castaic, LLC, et al. v. Malibu Boats, Inc. et al.,* Case No. 3:24-cv-00166 (E.D. Tenn. April 10, 2024) (ECF No. 1); (d) the signed Declaration of Matthew Borisch in Support of Debtors' Motion to Enforce Automatic Stay and Punitive Damages for Willful Violations of the Automatic Stay Against Malibu Boats, Inc. and Malibu Boats, LLC, filed in *In re Tommy's Fort Worth, LLC, et al.,* No. 24-90000- elm11 (Bankr. N.D. Tex. June 4, 2024) (ECF No. 113); (e) the complaint filed in *Matthew Allen Borisch v. Malibu Boats, Inc., et al.,* Case No. 3:24-cv-339 (E.D. Tenn. August 16, 2024) (ECF No. 1); and (f) other filings in the aforementioned court proceedings.

13. In addition, Lead Counsel and their investigators conducted interviews of former employees of MBI, Tommy's Boats, and third-party dealers within MBI's dealer network, and had multiple conversations with litigation counsel for Matthew Borisch, President and owner of Tommy's, regarding his lawsuit against MBI and Tommy's bankruptcy proceedings.

14. Following this thorough investigation, and after Lead Counsel consulted with experts on loss causation and damages, Lead Plaintiff filed its Amended Complaint on October 4, 2024 asserting claims against Defendants under Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rule 10b-5 promulgated thereunder, and against the Individual Defendants under Section 20(a) of the Exchange Act. The Amended Complaint alleged, among other things, that throughout the Class Period, MBI and its executives made materially false and misleading statements to assure the market that MBI's performance was insulated from the post-

COVID recreational boat market downturn, that it was appropriately managing inventory levels at its third-party dealers, and that its dealer network remained healthy. The Amended Complaint further alleged that as a result of Defendants' actions, MBI's stock price was artificially inflated. The Amended Complaint further alleged that when the truth regarding Defendants' misrepresentations was revealed through several partial corrective disclosures, the price of the Company's stock plummeted.

B. The Pleading Stage

15. On November 8, 2024, Defendants filed their motion to dismiss the Amended Complaint and accompanying documents. ECF Nos. 50-52. Lead Plaintiff filed its opposition on December 6, 2024 (ECF No. 55), and Defendants filed their reply on December 20, 2024 (ECF No. 57). The Court had not yet ruled on the motion to dismiss when the Parties agreed to begin settlement negotiations.

C. Mediation and Settlement

16. On May 16, 2025, the Parties and Defendants' insurance carriers participated in an initial in-person mediation session with nationally recognized mediator Jed D. Melnick. In advance of the mediation, the Parties prepared and exchanged detailed mediation statements addressing the facts and law of the case, including, among other things, Defendants' defenses on the issues of loss causation and falsity.

17. After a full day of extensive, hard-fought, arm's length negotiations before Mr. Melnick, the Parties reached an agreement in principle to settle the Action for $7,800,000 in cash for the benefit of the Settlement Class. The Parties informed the Court of the settlement in principle that same evening.

18. After a hearing, this Court entered the Order Preliminarily Approving Settlement and Providing for Notice (ECF No. 73) on October 8, 2025 (the "Preliminary Approval Order").

III. REASONS FOR THE SETTLEMENT

19. Lead Plaintiff and Lead Counsel fully endorse the Settlement. *See* Ex. A (Declaration of David Randall, hereafter "Randall Declaration"). Lead Plaintiff is a sophisticated institutional investor who has actively overseen the prosecution of this Action and who understood its fiduciary duty to act in the best interest of the Settlement Class.

20. Lead Counsel is a law firm that specializes in complex securities class action litigation, and is highly experienced in such litigation. *See* Ex. E (Saxena White firm resume). Based on their experience, and knowledge of the facts and applicable law in this Action, Lead Counsel and Lead Plaintiff have determined that the Settlement is in the best interest of the Settlement Class.

21. Although Plaintiff and Lead Counsel believe that the claims asserted in this Action are meritorious, continued litigation against Defendants posed significant risks that made any recovery from them uncertain. For example, Plaintiff was aware of the significant challenges Defendants raised on motion to dismiss and in their mediation statement on the key issues of falsity, scienter, loss causation, and damages. Indeed, even if Plaintiff were able to survive a motion to dismiss, these risks would arise at every stage of the litigation—at class certification, on summary judgment, at trial, and on appeal.

22. Plaintiff's expert has opined that, if Plaintiff were to fully prevail on all of its claims, realistic maximum damages would be approximately $68.4 million for common stockholders and $2 million (or zero if options were not certified) for option holders. This estimate reflects that two of the alleged corrective disclosures (the January 30, 2024 and May 2, 2024 disclosures) were earnings announcements that, even under assumptions most favorable to Plaintiff, contained significant amounts of information unrelated to the alleged fraud. Had Defendants successfully argued that a greater amount of the price declines on those dates was unrelated to the fraud,

damages would have been reduced further. Defendants raised several credible arguments that could have significantly reduced or eliminated damages. This included claiming that three of the corrective disclosures had nothing whatsoever to do with Tommy's; according to Plaintiff's expert, if that theory were accepted, it would reduce damages to just $24 million for common stockholders and less than $500,000 (or zero if options were not certified) for option holders.

23. And Plaintiff was further aware that Defendants were likely to dispute even these damages calculations, which would undoubtedly result in a "battle of the experts" at trial with no certainty as to which of the experts the jury would credit. Thus, there were very significant risks attendant to the continued prosecution of the Action against Defendants.

24. Moreover, the Settlement Amount constitutes the majority of MBI's D&O insurance that remained available to fund a recovery in this Action, which was being depleted from this and other litigations. In addition, MBI's limited cash position and overall financial condition meant it would likely have limited if any funds available to contribute to a settlement. In other words, the Settlement is an excellent result when considering the Company's financial condition and actively eroding liability insurance policies, which made a larger recovery highly unlikely and speculative at best.

25. The Settlement eliminates these substantial risks and guarantees the Settlement Class a favorable cash recovery. As such, Lead Counsel firmly believes that settling the Action with Defendants at this stage of the litigation is in the best interest of the Settlement Class.

IV. <u>THE PLAN OF ALLOCATION IS FAIR, REASONABLE, AND ADEQUATE</u>

26. Plaintiff developed the proposed Plan of Allocation in consultation with experts from Peregrine Economics after careful consideration of its theories of liability and alleged damages under the Exchange Act. In developing the Plan, Peregrine Economics experts calculated the estimated amount of artificial inflation allegedly caused by Defendants' alleged

misrepresentations and omissions, considering price changes in MBI common stock and MBI call and put options in reaction to certain public announcements allegedly revealing the truth concerning Defendants' alleged misrepresentations and material omissions, adjusting for price changes that were attributable to market or industry forces.

27. Under the Plan of Allocation, a Recognized Loss Amount will be calculated for each purchase or acquisition of MBI common stock or option by an eligible Settlement Class Member in order to derive the amount of each Authorized Claimant's Recognized Claim, and the Net Settlement Fund will be allocated to Authorized Claimants on a *pro rata* basis based on the relative size of their Recognized Claims. As detailed in the Final Approval Memorandum, Courts routinely approve substantially similar methods of distributing recoveries in securities class actions such as this one, and Lead Plaintiff and Lead Counsel respectfully submit that this Court should approve the Plan of Allocation submitted here.

V. NOTICE TO THE SETTLEMENT CLASS SATISFIES RULE 23 AND DUE PROCESS AND IS REASONABLE

28. As required by the Court's Preliminary Approval Order, beginning on November 6, 2025, Lead Plaintiff, through the Court-approved Claims Administrator A.B. Data, Ltd. ("A.B. Data"), notified potential members of the Settlement Class of the Settlement by mailing a copy of the Postcard Notice to potential members of the Settlement Class and their nominees. *See* Ex. B (Declaration of Kathleen Brauns, hereafter "Brauns Declaration").

29. A.B. Data used several sources of data to reasonably identify members of the Settlement Class. For example, MBI provided A.B. Data records reasonably available to MBI or its transfer agent concerning the identity and last known address of Settlement Class Members. A.B. Data also emailed and mailed the Postcard Notice to entities identified on a proprietary list maintained by A.B. Data of the most common banks, brokers, and other nominees, and the

Depository Trust Company, which acts as a clearinghouse to process and settle trades in securities. *See* Brauns Declaration at ¶¶5-10.

30. The Preliminary Approval Order also requires brokers/nominees, within seven days, to either (i) request additional copies of the Postcard Notice to send to the beneficial owners of the securities, or (ii) to provide to A.B. Data the names and addresses of such persons.

31. In the aggregate, as of December 23, 2025, A.B. Data has disseminated over 25,000 copies of the Postcard Notice to potential members of the Settlement Class and their nominees. Ex. B ¶11.

32. In addition, on November 17, 2025, the Summary Notice was published in the national edition of *Investor's Business Daily* and transmitted over the *PR Newswire*. Information regarding the Settlement, including copies of the Postcard Notice, Notice, Summary Notice, Claim Form, and Plan of Allocation were posted on the website established by A.B. Data specifically for this Settlement. *Id.* at ¶12. This method of giving notice, previously approved by the Court, is appropriate because it directs notice in a "reasonable manner to all class members who would be bound by the propos[ed judgment]." Fed. R. Civ. P. 23(e)(1).

33. The Postcard Notice, Summary Notice, and Notice advise members of the Settlement Class of the essential terms of the Settlement, set forth the procedures for objecting to or opting out of the Settlement, and provide specifics on the date, time and place for the Final Approval Hearing. The Notice also contains information regarding Lead Counsel's fee application and the proposed plan of allocating the Settlement proceeds among members of the Settlement Class.

34. As explained in the accompanying Final Approval Memorandum, this notice plan fairly apprises members of the Settlement Class of their rights with respect to the Settlement and

therefore is the best notice practicable under the circumstances, and complies with the Court's Preliminary Approval Order, Federal Rule of Civil Procedure 23, and due process.

35. In addition, Lead Counsel were informed that Defendants caused the notice contemplated by the Class Action Fairness Act of 1995 ("CAFA") to be served on August 8, 2025.

VI. THE FEE AND EXPENSE APPLICATION

36. In addition to seeking final approval of the Settlement and Plan of Allocation, Lead Counsel is applying to the Court for an award of attorneys' fees of 30% of the Settlement Amount (plus interest earned at the same rate as the Settlement Fund). Lead Counsel also requests an award of expenses incurred in connection with the prosecution of the Action in the amount of $115,601.47 (plus interest earned at the same rate as the Settlement Fund). Finally, Lead Plaintiff requests an award in the amount of $1,500 in connection with its representation of the Class. The legal authorities supporting the requested 30% fee award and expense awards are set forth in the accompanying Fee Memorandum, filed contemporaneously herewith.

37. As detailed above, the recovery obtained for the Settlement Class was the result of thorough and diligent prosecutorial and investigative efforts, motion practice, and hard-fought settlement negotiations. As a result of this Settlement, thousands of Settlement Class Members will benefit and receive compensation for their losses and avoid the very substantial risk of no recovery (or a significantly lower recovery) in the absence of a settlement.

38. The prosecution of the Action was significantly labor-intensive, and as is often the case with complex securities class actions, the attorneys involved would routinely have to spend significant stretches of their time focusing exclusively or near-exclusively on litigating this Action. As with all contingency fee cases, Lead Counsel ran a substantial risk that they would obtain no fee whatsoever. As aptly stated by Chief Judge McMahon of the Southern District of New York, "Lead Counsel understood from the outset that they were embarking on a complex, and potentially

expensive and lengthy litigation, which would require the investment of thousands of hours of attorney time, with no guarantee of ever being compensated for their investment of such time and money." *Guevoura Fund Ltd. v. Sillerman, et. al*., 2019 WL 6889901, at *19 (S.D.N.Y. Dec. 18, 2019) (McMahon, J.). Had Lead Counsel not willingly and vigorously undertaken the responsibility of representing the Settlement Class's interests here, the Settlement Class could well have recovered nothing for their claims.

39. Thus, with no promise of recovery, the financial burden on contingent-fee counsel is far greater than on a firm that is paid on an ongoing basis. Securities class actions require substantial upfront costs. In undertaking that responsibility, Lead Counsel was obligated to ensure that sufficient resources were dedicated to the prosecution of the Action, and that funds were available to compensate staff and to cover the considerable litigation costs that a case like this requires. Lead Counsel not only had to pay for its standard overhead expenses during the entirety of the litigation—including the time of several highly qualified and experienced attorneys—but had to advance all costs and expenses, all without a guarantee of any recovery. With an average lag time of years for these cases to conclude, the financial burden on contingent-fee counsel is far greater than on a firm that is paid on an ongoing basis, which strongly supports the requested fee.

40. Additionally, the risks undertaken, and difficulties presented in a complex securities class action such as this one, favor approval of the requested fee award. As detailed above, and in the Final Approval Memorandum and Fee Memorandum, the Action—asserting violations of §§10(b) and 20(a) of the Exchange Act—involved challenging issues of law and fact that presented considerable risk to Plaintiff's case. Thus, when Lead Counsel undertook this engagement, there was no assurance that Lead Counsel would recover any payment for their services. *See In re: Genworth Financial Sec. Litig.*, 210 F. Supp. 3d 837, 844 (E.D. Va. 2016) ("Even before trial, []

54% of securities class actions cases are dismissed").

41. In addition, the quality of the work performed by Lead Counsel in attaining the Settlement should also be evaluated in light of the quality of the opposition. Here, the named defendants were represented by Cooley LLP, a global law firm with approximately 1,400 attorneys and 19 offices worldwide—including over 100 lawyers focused on securities litigation (as described on the firm website)—with a well-deserved reputation for vigorous advocacy in the defense of complex civil cases. Despite this opposition, Lead Counsel was able to attain this outstanding Settlement.

42. Furthermore, courts in this Circuit and District, including this Court frequently award attorneys' fees of 30% or even more of a common fund in class actions. *See Stein v. Eagle Bancorp, Inc.*, 2022 WL 407367, at *2 (S.D.N.Y. Feb. 10, 2022) (Schofield, J.) (approving 30% of the $7.5 million settlement amount as "fair and reasonable and consistent with awards in similar cases"); *In re PPDAI Group Inc. Sec. Litig.*, 2022 WL 198491, at *9 (E.D.N.Y. Jan. 21, 2022), 2022 WL 198491, at *16 (approving one-third of $9 million settlement as "[I]t is very common to see 33% contingency fees in cases with funds of less than $10 million"); *Lea v. Tal Educ. Grp.,* 2021 WL 5578665, at *12-13 (S.D.N.Y. Nov. 30, 2021) (approving one-third of $7.5 million settlement as "one-third – is a percent that has been approved as reasonable in this Circuit"). Here, Lead Counsel's request for an award of 30% of the Settlement Fund is inherently reasonable given that it is well in line with fees recently awarded in similar securities and other complex actions in this Circuit and around the country. *See* Fee Memorandum at 7-8 and cases cited therein.

43. Moreover, as demonstrated by data from the National Economic Research Associates, for securities class actions settled between 1996 and 2014 and between 2015 and 2024, with a settlement value ranging from $5 million to $10 million, the median of plaintiffs' attorneys'

fees as a percentage of settlement value was 30%. *See* ECF No. 62-3 at 30.

44. A lodestar "cross-check" also confirms the reasonableness of Lead Counsel's fee request. As set forth in Exhibit C (the "Lodestar Chart"), Lead Counsel expended a total of 2,665.50 hours in the investigation, prosecution, and resolution of this Action from inception up through December 22, 2024. The resulting lodestar is $1,741,373.75, consisting of $1,367,025.00 for attorney time and $374,348.75 for professional support staff time.[2]

45. The Lodestar Chart was prepared from contemporaneous daily time records regularly prepared and maintained by Saxena White. I am a Director who oversaw and/or conducted the day-to-day activities in the Action, and I reviewed these reports (and back-up documentation where necessary or appropriate) in connection with the preparation of this declaration. The purpose of this review was to confirm both the accuracy of the entries as well as the necessity for, and reasonableness of, the time and expenses committed to the Action. As a result of this review, reductions were made to both time and expenses in the exercise of billing judgment. Based on this review and the adjustments made, I believe that the time reflected in Saxena White's lodestar calculation and the expenses for which payment is sought herein are reasonable and were necessary for the effective and efficient prosecution and resolution of the Action.

46. Saxena White's hourly rates are set based on periodic analysis of rates charged by firms performing comparable work both on the plaintiff and defense side. Different timekeepers

[2] The lodestar figure contains only the time of Saxena White attorneys and professional staff that billed more than ten hours to the Action. Time expended on the Fee Motion and Memorandum has not been included in the lodestar. Nor does the lodestar include any of the time that will be spent preparing for and attending the Final Approval Hearing, overseeing the claims administration process, responding to Settlement Class Members' inquiries, and briefing the Motion for Class Distribution Order. No additional compensation will be sought for this work.

within the same employment category (e.g., directors, attorneys, paralegals, etc.) may have different rates based on a variety of factors, including years of practice, years at Saxena White, years in the current position (e.g., years as a director), relevant experience, relative expertise, and the rates of similarly experienced peers at Saxena White or other firms. For personnel who are no longer employed by Saxena White, the "current rate" used for the lodestar calculation is based upon the rate for that person in his or her final year of employment with the Firm.

47. The hourly rates for the attorneys and professional support staff are similar to the rates that have been accepted by other Courts, including in the Second Circuit in the context of a lodestar cross-check in other securities litigation. *See* Fee Memorandum at 16-17 and cases cited therein.

48. The requested fee of 30% of the Settlement Fund yields a multiplier of 1.34—at the lower end of the range of multipliers awarded in this Circuit and around the country in comparable contingent securities and other complex class actions. *See id*. and cases cited therein. A fee equivalent to this modest multiplier of Lead Counsel's lodestar would appropriately compensate Lead Counsel for the risk it assumed in devoting attorney and staff time and resources to effectively prosecuting this Action against much larger and better-resourced, compensated defense counsel, all without any guarantee of ever receiving any payment. *See, e.g., Guevoura Fund*, 2019 WL 6889901, at *18 ("counsel may be entitled to a 'multiplier' of their lodestar rate to compensate them for the risk assumed by them").[3]

[3] Such a result is also consistent with the public policy aims of the PSLRA, which recognizes that vigorous private enforcement of the federal securities laws can only occur if private plaintiffs, and particularly institutional investors, take an active role in protecting the interests of investors. If this important public policy is to be carried out, Lead Counsel should be "adequately compensated" taking into account the substantial risks undertaken in prosecuting securities class actions. *See McIntosh v. Katapult Holdings, Inc.*, 2024 WL 5118192, at *13 (S.D.N.Y. Dec. 13, 2024) ("Courts in this Circuit have recognized the importance of private enforcement actions and the

49. Each attorney that prosecuted this Action performed substantive work that directly benefited the Settlement Class. The time spent by each attorney was reasonable and beneficial to effective and efficient litigation, and was important to Lead Counsel's and Lead Plaintiff's ability to understand the strengths and weaknesses of the case in order to negotiate intelligently and evaluate the Settlement, which ultimately led to the successful and favorable resolution of the case.

50. In sum, based on the excellent results achieved for the Settlement Class, the quality of the work performed, and the risks of prosecuting the Action against Defendants, Lead Counsel submit that their request for a 30% fee award is fair, reasonable, and consistent with other similar fee awards in this Circuit. I respectfully submit that given the time and labor invested in this case by Lead Counsel, the requested fee is reasonable under either a percentage-of-the-fund or lodestar analysis and should be approved.

51. Lead Counsel also seek reimbursement of $115,601.47 in litigation expenses, well below the $150,000 upper limit set forth in the Notice mailed to the Class. Those expenses and charges are summarized by category in Exhibit D. The expenses pertaining to this case are reflected in the books and records of Saxena White. These books and records are prepared from receipts, expense vouchers, check records, and other documents and are an accurate record of the expenses.

52. Lead Counsel respectfully submit that these expenses were reasonable and necessary in light of the complexity and length of this Litigation, and that reimbursement of these expenses would be appropriate and fair to the Settlement Class. *See* Fee Memorandum at 17-18 and cases cited therein. Lead Counsel incurred these expenses at substantial risk to themselves and

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corresponding need to incentivize attorneys to pursue such actions on a contingency fee basis"); *see also Toure v Amerigroup, Corp*., 2012 WL 3240461, at *5 (S.D.N.Y. Aug. 6, 2012) ("Attorneys who fill the private attorney general role must be adequately compensated for their efforts").

with no guarantee of receiving any reimbursement, or, indeed, any remuneration whatsoever. Lead Counsel could not have effectively prosecuted this Action without incurring these expenses.

53. The following is additional information regarding certain of these expenses:

a. Experts and Consultants: $81,106.25. Saxena White made payments to Peregrine Economics LLC ("Peregrine"), an economic consulting firm, to analyze data and provide expert opinions, consultations and analyses regarding the issues of loss causation and damages. The Peregrine team also assisted in developing the Plan of Allocation.

b. Online Legal and Financial Research: $12,000.14. This category includes vendors such as LexisNexis and Thomson Reuters. These resources were used to obtain access to SEC filings, factual databases, legal research, and for proofreading and "blue-booking" court filings (including checking all legal authorities cited and quoted in briefs). This category represents the expenses incurred by Saxena White for use of these services in connection with this Action. The charges for these vendors vary depending upon the type of services requested. For example, Saxena White has flat-rate contracts with some of these providers for use of their services. When Saxena White utilizes online services provided by a vendor with a flat-rate contract, access to the service is by a billing code entered for the specific case being litigated. At the end of each billing period in which such service is used, Saxena White's costs for such services are allocated to specific cases based on the percentage of use in connection with that specific case in the billing period. As a result of the contracts negotiated by Saxena White with certain providers, the Class enjoys substantial savings in comparison with the "market-rate" for a la carte use of such services which some law firms pass on to their clients. For example, the "market-rate" charged to others by LexisNexis for the types of services used by Saxena White is more expensive than the rates negotiated by Saxena White.

c. Mediation Fees: $17,500.00. The mediator in this Action, Jed D. Melnick, is a highly respected mediator with extensive experience in complex securities litigation. Mr. Melnick facilitated the settlement negotiations, ultimately leading to the Settlement of this Action.

d. Transportation, Meals & Meetings, and Lodging: $3,704.58. In connection with the prosecution of this case, Saxena White has paid for travel, hotel, transportation, and meal expenses to attend a court hearing, client meetings, mediation, and to otherwise undertake the Action.

e. Printing and photocopies: $362.97. Each time an in-house printer or copy machine is used, our billing system requires that a case or administrative billing code be entered and that is how the number of in-house copies were identified as related to the Litigation.

54. In accordance with the PSLRA, Lead Plaintiff also seeks reimbursement of its reasonable costs and expenses incurred directly in connection with its representation of the Class,

in the amount of $1,500.[4] *See* Fee Memorandum at 18-19 and cases cited therein. The amount of time and effort devoted to this Action by the representatives of Lead Plaintiff—who expended time and effort actively supervising the litigation, including by reviewing pleadings and participating in settlement discussions—is described in the accompanying Lead Plaintiff declaration. *See* Randall Declaration.

VII. THE WHOLLY POSITIVE REACTION OF THE SETTLEMENT CLASS AND LEAD PLAINTIFF'S APPROVAL

54. As mentioned above, consistent with the Preliminary Approval Order, a total of 25,226 Postcard Notices have been mailed or emailed to potential Settlement Class Members advising them that Lead Counsel would seek an award of attorneys' fees not to exceed 30% of the Settlement Fund and payment of expenses in an amount not greater than $150,000, and that this amount might include an application for reimbursement of the reasonable costs and expenses incurred by Lead Plaintiff directly related to its representation of the Settlement Class. Additionally, the Summary Notice was published in *Investor's Business Daily* and transmitted over the *PR Newswire*. The Notice has also been available on the settlement website maintained by the Claims Administrator.

55. Significantly, to date, not a single member of the Settlement Class has filed an objection to the Settlement, Plan of Allocation, or motion for an award of attorneys' fees and reimbursement of Litigation Expenses.[5] *See Guevoura Fund*, 2019 WL 6889901, at *22 (a "lack of objections" to a fee request, "in this day and age, is not only remarkable, but militates in favor of approval of the Fees as requested"); *Vaccaro v. New Source Energy Partners L.P.*, 2017

[4] As reflected in Lead Plaintiff's preliminary approval motion, Lead Plaintiff seeks an award of the capped amount of $1,500. ECF No. 60 at 25. The actual amount of time expended by Lead Plaintiff multiplied by Lead Plaintiff's hourly rate is equal to $3,503.24. *See* Randall Declaration at ¶ 14.

[5] The deadline to file objections is January 6, 2026.

WL6398636, at *8 (S.D.N.Y. Dec. 14, 2017) (the "fact that no class members have explicitly objected to these attorneys' fees supports their award"). This is particularly noteworthy given that the majority of the Class is comprised of sophisticated institutional investors who have the resources, professional staff, and financial motivation to object to the requested fee, if such an objection was warranted.

56. Moreover, Lead Plaintiff is a sophisticated institutional investor that closely supervised and monitored the prosecution and the settlement of the Action. As discussed in the Randall Declaration, OPEB has evaluated Lead Counsel's fee and expense application and believes that Lead Counsel's requested fee is fair and reasonable in light of the work counsel performed, the risks of the litigation, and the results achieved.[6] The support and approval of court-appointed Lead Plaintiff weighs heavily in favor of approval of a fee request. *See, e.g.*, *In re Genworth Fin. Sec. Litig.*, 2016 WL 7187290, at *2 (E.D. Va. Sep. 26, 2016) ("Lead Plaintiffs are sophisticated institutional investors that have been directly and extensively involved in the prosecution and resolution of the Action and have a substantial interest in ensuring that any fees paid to the Plaintiffs' Counsel are duly earned and not excessive"); *In re Veeco Instruments Inc. Sec. Litig.,* 2007 WL 4115808, at *8 (S.D.N.Y. Nov. 7, 2007) ("[P]ublic policy considerations support the award in this case because the Lead Plaintiff . . . a large public pension fund—conscientiously supervised the work of lead counsel and has approved the fee request.").

VIII. CONCLUSION

57. In light of the significant recovery to the Class and the substantial risks of this litigation, Lead Plaintiff and Lead Counsel respectfully submit that the Settlement should be

[6] Lead Plaintiff's retainer agreement provided that Lead Counsel could seek a 30% fee. After the agreement to settle the Action was reached, Lead Plaintiff again evaluated and approved Lead Counsel's proposed 30% fee request. *See* Randall Declaration at ¶10.

approved as fair, reasonable, and adequate, and that the Plan of Allocation should likewise be approved as fair, reasonable, and adequate. In light of the significant recovery in the face of substantial risks, the quality of work performed, the contingent nature of the fee, and the experience of Lead Counsel, Lead Counsel respectfully request that the Court award attorneys' fees in the amount of 30% of the Settlement Fund and expenses in the amount of $115,601.47, plus the interest earned thereon. In addition, Lead Counsel respectfully submit that Lead Plaintiff should be awarded the total sum of $1,500 related to its active participation in the Action.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 23rd day of December, 2025 in White Plains, NY.

/s/ Joshua H. Saltzman
Joshua H. Saltzman