

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

CHARLES COPLEY, JASON EVANS,
HUMBERTO GARCIA, LUZ ANGELINA
GARCIA, JOAN MCDONALD, JOHN
PETERSON, BETTY PRESSLEY, NATALIE
ROBERTS, NORMAN SKARE, individually and as
personal representative for BETTY SKARE,
DAVID STONE, and KAYE WINK, individually
and as next of kin of DONALD WINK, individually
and on behalf of all others similarly situated,

Plaintiffs,

v.

BACTOLAC PHARMACEUTICAL, INC.;
NATURMED, INC. d/b/a INSTITUTE FOR
VIBRANT LIVING; and INDEPENDENT VITAL
LIFE, LLC,

Defendants.

No.: 2:18-cv-00575-FB-PK

Consolidated with

No. 2:20-cv-01338-FB-PK

JEFFREY FARIS, ANTONIA HAMPTON, RAUL
ROBLES, and KATHLEEN CANNON, Individually
and on behalf of all others similarly situated,

Plaintiffs,

v.

BACTOLAC PHARMACEUTICAL, INC.;
NATURMED, INC. d/b/a INSTITUTE FOR
VIBRANT LIVING; and INDEPENDENT VITAL
LIFE, LLC,

Defendants.

**DECLARATION OF CLASS COUNSEL IN SUPPORT OF FINAL APPROVAL OF THE
CLASS SETTLEMENT, CERTIFICATION OF THE SETTLEMENT CLASS, AND
APPROVAL OF ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS**

I, James J. Bilborrow, declare and state as follows:

1. I am an attorney duly licensed to practice law in New York State and am a partner at the law firm of Weitz & Luxenberg, P.C. I am fully familiar with the facts and circumstances surrounding this action. I make this declaration in support of Plaintiffs' Motion for Final Approval of Class Settlement, Certification of the Settlement Class, and Approval of Attorneys' Fees, Expenses, and Service Awards.

2. On January 10, 2022, I was appointed Class Counsel by this Court pursuant to Federal Rule of Civil Procedure 23(g)(3). (*See* Preliminary Approval Order, Dkt. 248 ¶ 37.)

3. In support of Plaintiffs' Motion for Preliminary Approval of Class Settlement, Preliminary Certification of Settlement Class, and Approval of Notice Plan (hereafter, "Preliminary Approval Motion"), I submitted, *inter alia*, the Declaration of James J. Bilborrow in Support of Plaintiffs' Motion for Preliminary Approval of Class Settlement, Preliminary Certification of Settlement Class, and Approval of Notice Plan (hereafter, "Preliminary Approval Declaration"). Rather than repeat the information set forth in the Preliminary Approval Declaration, I incorporate that declaration herein by reference and supplement the declaration as follows:

Progress of the Settlement Since the Court Granted Preliminary Approval¹

4. The Court granted Preliminary Approval to the proposed Settlement on January 10, 2022, appointed Postlethwaite & Netterville ("P&N") as Claims Administrator, and ordered the Notice Program to be implemented as set forth in the Settlement. (Preliminary Approval Order, Dkt. 248 ¶¶ 27, 42.)

¹ All capitalized terms in this declaration shall have the same meanings as those defined in the Settlement Agreement unless defined differently herein.

5. On January 25, 2022, the Settling Defendants deposited \$1,725,000 into the Escrow Account to create the Settlement Fund. The Settlement Fund has been used to pay for the Notice Program, to process claims filed by Claimants, and to process opt-outs and objections. Pursuant to Section 2(b)(ii) of the Settlement, Class Counsel has reviewed and approved the Settlement Administration Costs incurred by the Claims Administrator to date and submits that these expenses have been reasonable.

6. Pursuant to the Preliminary Approval Order, the Claims Administrator commenced the Notice Program on February 9, 2022. (Preliminary Approval Order, Dkt. ¶ 55.) The Settlement required the Claims Administrator to mail the Short Form Notice to all individuals identified in the Recalled Lots Customer List. (Settlement, Dkt. 247-2 § 10(a).) The Recalled Lots Customer List consists of the list of customers who purchased one or more canisters of ADEG from the Recalled Lots and were mailed a recall letter by NaturMed in March 2016.² (*Id.* § 1(rr).) This list totaled 213,044 unique individuals. Out of an abundance of caution, the Claims Administrator mailed Notice to all individuals on the Recalled Lots Customer List even though that list contained some customers who received refunds or Replacement Product and are thus excluded from the Settlement.³

² The Settlement defines the Recalled Lots Customer List as “the list of customers who, according to IVL2’s records, purchased one or more canisters of ADEG from the Recalled Lots, were mailed a recall letter by NaturMed in March 2016, *and did not receive either a cash refund or Replacement Product in the NaturMed Recall.*” (Settlement, Dkt. 247-2 § 1(rr) (emphasis added).) After the Settlement was reached, however, Class Counsel obtained from IVL2 the list of customers who purchased one or more ADEG canisters from the Recalled Lots and a separate list of customers who received refunds. In other words, customers who received refunds are included in the Recalled Lots Customer List.

³ Individuals receiving refunds or Replacement Product are excluded from the class definition. (Settlement, Dkt. 247-2 § 1(u).) IVL2 provided a list of such individuals, called the Recalled Lots Refund List, which consists of 24,103 individuals. This means the class consists of approximately 188,897 persons (213,044 from the Recalled Lots Customer List minus 24,103 from the Recalled Lots Refund List).

7. Following commencement of the Notice Program, and as detailed in the accompanying Declaration of Bradley Madden Regarding Notice Plan Implementation and Settlement Administration (hereafter “Madden Declaration”), the Claims Administrator conducted subsequent outreach both by US mail and via electronic means in an effort to notify all potential class members of the proposed Settlement. As a result of these extensive efforts, the Claims Administrator opines that 203,785 of 213,044 individuals identified in the Recalled Lots Customer List, or 95.7 percent of the individuals on this list, received direct notice.

8. On February 8, 2022, the Claims Administrator established the Settlement Website (www.NaturMedIVLSettlement.com), which reproduces the Short Form Notice mailed to potential Settlement Class Members, as well as the Long Form Notice with more detail about the Settlement, the Settlement Agreement, other key documents in the case, and provides critical dates, a list of frequently asked questions, Class Counsel’s contact information, and contact information for the Claims Administrator.

9. The Short Form Notice mailed to potential Settlement Class Members contained a Claim Form that could be completed and returned via US mail at no cost to the Claimant. According to the Claims Administrator, over 90 percent of claims have been submitted in this manner. The Settlement Website also contains a link to an online portal where Claimants may file their claim electronically. All that is required to file a claim for nearly all Settlement Class Members is submission of their name and address information.

10. As of May 9, 2022, the Claims Administrator has received a total of 10,373 submitted claims. Of these, 4,237 claims have requested Settlement Credit and 6,136 claims have request Alternative Payments. The Enrollment Period closes on May 20, 2022, meaning more claims will likely be filed following the date of this submission.

11. Under the Settlement, those Claimants who elect to receive an Alternative Payment are entitled to receive a cash payment of \$5 from the Alternative Payment Fund. If monies remain in the Alternative Payment Fund after payment of \$5 to each Settlement Class Member electing an Alternative Payment, the excess will be distributed pro rata to all such Settlement Class Members. Accordingly, based on the number of claims requesting an Alternative Payment as of May 9, 2022, each Alternative Payment would be \$16.29. This payment amount is subject to change following final computation of valid claims by the Claims Administrator.

Opt-Out Requests and Objections Received by Class Counsel

12. Requests by Settlement Class Members to opt out of the Settlement were required to be postmarked and sent to the Claims Administrator by April 11, 2022. (Preliminary Approval Order, Dkt. 248 ¶ 55.) The Claims Administrator received one opt-out request, which is attached as Exhibit C to the Madden Declaration.

13. Settlement Class Members wishing to object to the Settlement were required to do so by April 11, 2022. (*Id.*) Class Counsel received one objection from an individual named James Henson. (*See* Dkt. 249-1.) Mr. Henson is represented by Attorney Robert Joyce. (*Id.*) Mr. Henson does not object to the substance of the Settlement or its benefits; nor does he object to the attorneys' fees or litigation expense requests, or to the proposed Service Awards. Rather, Mr. Henson claims that he obtained a default judgment in the amount of \$57,313 against NaturMed in the United States District Court for the District of Maryland and he asserts that his judgment should be paid from the Settlement prior to any distribution to the Settlement Class. (*Id.*) Mr. Henson provides no legal authority for his position.

14. On May 4, 2022, Class Counsel deposed Mr. Henson via videoconference. The allegations set forth in Mr. Henson's underlying lawsuit are recounted in a Report and

Recommendation from the magistrate judge. (*See* Report and Recommendation, Dkt. 249-1 at 5.) In short, Mr. Henson commenced suit in April 2018, alleging that he suffered serious gastrointestinal illness after consuming ADEG from the Recalled Lots. The court concluded that Mr. Henson did not submit evidence to support this claim. (*Id.* at 10.) The court concluded, however, that Mr. Henson suffered \$7,735.77 in economic damages because he sought medical treatment after receiving NaturMed’s recall notice, and \$50,000 in non-economic damages related to the pain and suffering and mental anguish he experienced after receiving the recall notice. (*Id.* at 13-14.) At his deposition, Mr. Henson was very clear, testifying that he sued NaturMed in 2018 to “get compensation for the episode of sickness” he experienced in 2016. (Henson Dep. Tr. at 19:14-17, attached hereto as **Exhibit A**.)

15. There is no evidence that either Mr. Henson or his lawyer has done anything to collect the default judgment. When asked, Mr. Henson testified that he “left that in my lawyer’s hands.” (Henson Dep. Tr. at 30:19-21.) There is no evidence in the record that Attorney Joyce attempted to file a lien against any property or to take any other steps to collect the judgment.

16. Mr. Henson testified that he had little understanding of the class action lawsuit or the claims for which the class action proceeding is providing compensation to Settlement Class Members. Mr. Henson testified that he did not review the Settlement Agreement or any court orders regarding the Settlement and did not review any information on the Settlement Website. (*Id.* at 25:22-26:11.) Mr. Henson testified that he did not know whether this Action, unlike his underlying suit, was compensating class members for health problems, emotional distress or anxiety. (*Id.* at 28:19-29:22.) Simply put, Mr. Henson objected to this Settlement because he feels it is “unfair” that Settlement Class Members may receive Settlement benefits when he has been

unable to get compensation from NaturMed in his separate lawsuit. (*Id.* at 27:25-28:12.) He does not know how much, if any, cash NaturMed contributed to the Settlement. (*Id.* at 31:18-25.)

17. Neither Mr. Henson nor his attorney have cited any legal authority entitling Mr. Henson to payment from the Settlement Fund. Class Counsel attempted to locate authority relating to Mr. Henson's objection but also could find none. The burden is Mr. Henson's, as the proponent of the objection, to identify authority entitling him to collect his default judgment from an unrelated class action Settlement. Because Mr. Henson has come forth with no such authority, the Court should deny the objection.

CLASS COUNSEL'S TIME AND EXPENSES

18. Class Counsel devoted significant time and resources to this litigation. To date, Class Counsel has expended 1,813.65 hours. The current number of hours worked, hourly rates, years of experience, and lodestar for the attorneys and staff members who worked on this case for Weitz & Luxenberg, PC are as follows:

a. James Bilsborrow – Associate with 9 years of practice experience in 2018 at case commencement - \$600 per hour – 1329 hours (Sept. 2017 – Mar. 2021) – **Lodestar: \$797,400;**

b. James Bilsborrow – Partner with 13 years of practice experience in December 2021 when employment at Weitz & Luxenberg resumed - \$695 per hour – 68.6 hours (Dec. 2021 – present) – **Lodestar: \$47,677;**

c. Katherine Hansson – Associate with 3 years of practice experience in December 2019 when she began working on the Action - \$350 per hour – 342.15 hours (Dec. 2019 – Jan. 2021) – **Lodestar: \$119,752.50.**

19. In addition, the undersigned left Weitz & Luxenberg, PC in April 2021 to become a Partner at Seeger Weiss LLP. During this time, I continued to serve as lead plaintiffs' counsel in this matter. The current number of hours worked, hourly rates, and years of experience for the attorneys and staff members who worked on this case for Seeger Weiss LLP are as follows:

a. James Bilsborrow – Partner with 12 years of practice experience in April 2021 - \$695 per hour – 73.9 hours (Apr. 2021 – Dec. 2021) – **Lodestar: \$51,360.50.**

20. It is conservatively anticipated that from the date of this filing forward, Class Counsel will spend at least 25-50 additional hours, which includes, *inter alia*, preparing for and attending the Final Approval Hearing, periodic oversight of the Settlement, work to ensure the Settlement proceeds are properly distributed to Settlement Class Members, and responding to Settlement Class Members' inquiries.

21. Class Counsel's total lodestar is \$1,016,190. If Class Counsel includes the 25-50 additional anticipated hours, the total lodestar is as much as \$1,050,940. However, Class Counsel is requesting less than the total lodestar. Class Counsel is requesting attorneys' fees of \$992,421, which is based on common benefit time incurred through April 2022, or a total of 1,778.45 hours.

22. Should the Court require detailed billing by task code, Class Counsel will promptly submit it *in camera*. Class Counsel reviewed all common benefit time submitted to ensure its accuracy and necessity. Furthermore, Class Counsel reviewed the hourly rates set forth above and those hourly rates are commensurate with the rates charged by class action practitioners in this district with similar experience. Indeed, Class Counsel's rates, which are the same rates charged here, were recently approved in the class action settlements captioned *Baker v. Saint-Gobain Performance Plastics Corp.*, No. 16-cv-917 (N.D.N.Y.), and *Burdick v. Tonoga, Inc.*, Index No. EF2016-00253835 (Sup. Ct. Rensselaer Cnty.).

23. Class Counsel's request for attorneys' fees equal to \$992,421 is less than the lodestar in this case. This request also does not account for a lodestar multiplier. Courts in the Second Circuit routinely grant class counsel a multiplier on their lodestar in a successful class resolution.

24. Class Counsel incurred \$202,236.34 in actual litigation costs during the course of this lawsuit. Specifically, those costs and expenses consist of filing fees and service of process (\$1,675.04); expenses associated with percipient witness and expert witness depositions (\$50,930.43); travel and lodging expenses primarily associated with witness depositions (\$16,601.40); litigation support vendors (\$35,984.80); expert witnesses (\$82,070.86); and general litigation-related expenses, including expenses related to discovery (\$14,973.81). Should the Court require detailed expense reports, Class Counsel will promptly submit them *in camera*.

THE CLASS REPRESENTATIVE PLAINTIFFS' TIME AND EFFORTS

25. Each of the Plaintiffs actively participated in the litigation, assisting Class Counsel in pre-filing inquiries, reviewing multiple versions of the complaint, timely responding to written discovery requests, and producing responsive documents and electronically stored information. The class representative Plaintiffs also provided Class Counsel with important factual information regarding the representations conveyed in Defendants' marketing material and the impact of those representations on their purchasing behavior. Each class representative also prepared for and sat for a full-day deposition that inquired, *inter alia*, into personal medical details that were at times of a sensitive nature. Plaintiffs also provided important feedback to Class Counsel prior to settlement and approved the terms of the Settlement after it was negotiated. Plaintiffs' efforts were indispensable to the success of the litigation and their efforts inure to the benefit of all Settlement Class Members.

26. Class Counsel believes the Settlement represents a fair and significant result for the Settlement Class and respectfully requests that the Court grant final approval, certify the Settlement Class, approve the request for attorneys' fees and costs, and grant each class representative Plaintiff a Service Award of \$5,000.

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

Dated: May 16, 2022
New York, New York

/s/ James J. Bilborrow

EXHIBIT A

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
NO: 2:18-cv-00575-FB-PK
(Hon. Judge Frederic Block)
(Hon. Mag. Judge Peggy Kuo)

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CHARLES COPLEY, JASON EVANS, HUMBERTO GARCIA,)
LUZ ANGELINA GARCIA, JOAN MCDONALD, JOHN PETERSON,)
BETTY PRESSLEY, NATALIE ROBERTS, NORMAN SKARE,)
individually and as personal representative for)
BETTY SKARE, DAVID STONE, AND KAYE WINK, individually)
and as next of kin of DONALD WINK,)
Plaintiffs)

-v-

BACTOLAC PHARMACEUTICAL, INC.; NATURMED, INC., d/b/a)
INSTITUTE FOR VIBRANT LIVING; and INDEPENDENT VITAL)
LIFE, LLC,)
Defendants.)

-----x
NATURMED, INC., d/b/a INSTITUTE FOR VIBRANT LIVING; and)
WILLIAM D. RUBLE,)
Crossclaimants)

-v-

BACTOLAC PHARMACEUTICAL, INC.,)
Crossdefendant.)
-----x

TRANSCRIPT of the Deposition of the witness,
JAMES HENSON, taken by Plaintiff, called for Oral Examination in
the above-captioned matter, said deposition being taken pursuant
to Federal Rules of Civil Procedure by and before, ELEANOR
SEKULIC, a Notary Public on Wednesday, May 4, 2022, commencing
at 9:27 a.m.
Job Number: 5212396

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James Henson - Direct

you when you described the symptoms that you were experiencing?

A. He wanted me to go see an ear nose and throat specialist.

Q. Okay. And so he referred to an ear nose and throat specialist; is that right?

A. Right.

Q. And what did the ear nose and throat specialist tell you when you described your condition to him or her?

A. She said it was something down in my throat. I can't remember just what she called it. Anyway, she put me on this medication, two different medications, she told me it was the strongest thing that she could prescribe for whatever I had. So I was taking that. I had to see her every month to look for her to check on it. And I was losing my voice and it wasn't pleasant.

Q. Do you recall what the name of the medication was that you were placed on?

A. Yes. Because I still take one of them. It was Omeprazole and Ranitidine. My doctor didn't want me to take it. He really wants me to stop taking it because he says it's a strong medication.

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James Henson - Direct

Living was the company that was legally called NaturMed?

A. Yes, sir, through my lawyer I found that out.

Q. Okay. Fair enough. But why did you decide to sue NaturMed back in, I think your lawsuit was filed in 2018?

A. I really didn't know which way my life was going to go. I felt like I might be dying. It was that bad on my system. So I wanted to get some kind of security for my family if possible from this episode of sickness that I was going through. I didn't know if I was going to live or die.

Q. Is it fair to say, Mr. Henson, that the reason that you sued NaturMed was to get compensation for the episode of sickness that you just described?

A. Yes, sir.

Q. Were there any reasons other than the episode of sickness that you described that you decided to sue NaturMed in 2018?

A. No. I was just angry. Like I say, I was taking it for health reasons and was under the impression that it was making my body better. But it was tearing my body down. I was kind of mad about that.

1 James Henson - Direct

2 Q. And do you have any understanding of whether
3 those companies, Bactolac Pharmaceutical or
4 Independent Vital Life, were ever involved in your
5 lawsuit for you health condition?

6 A. No, I don't.

7 Q. Okay. So let me ask you some questions about
8 the class action, okay?

9 A. Okay.

10 Q. You're aware that there's a class action
11 settlement that's been proposed in federal court in
12 New York; is that right?

13 A. Yes.

14 Q. And do you have an understanding of what
15 companies are named as defendants in the class
16 action lawsuit?

17 A. Yes, I saw it in the card that was sent to me
18 about -- it was class action. I'm sorry. Yeah,
19 they sent a letter about the class action.

20 Q. Right. You got a letter in the mail about the
21 class action, right?

22 A. Yes.

23 Q. Was it a letter or was it a postcard?

24 A. A postcard.

25 Q. All right. So you received a postcard in the

1 James Henson - Direct

2 Q. You have an understanding that you are
3 objecting to this settlement?

4 A. Yes.

5 Q. Okay.

6 A. When you say objecting to the settlement,
7 you're talking about the information they sent me on
8 the postcard?

9 Q. Well, let me ask you. Do you understand that
10 you're objecting to the settlement?

11 A. Yes, I understand.

12 Q. Okay. And so let me back up a minute. When
13 you received the postcard, you said you talked to
14 your lawyer and ultimately you decided to object.
15 But do you recall that the postcard contained some
16 information about the settlement?

17 A. Yes.

18 Q. And do you recall whether the postcard
19 directed you to a website where you could learn more
20 information about the settlement and the court case?

21 A. Yes. And a phone number too.

22 Q. And a phone number too. Did you go to the
23 website that was identified on the postcard?

24 A. No.

25 Q. Okay. Did you make an effort to take a look

1 James Henson - Direct

2 at the settlement agreement for the class action
3 settlement?

4 A. No, sir.

5 Q. So sitting here today you have not reviewed
6 the settlement agreement for the settlement you're
7 objecting to; is that right?

8 A. Right.

9 Q. And did you make any attempt to read any of
10 the court orders regarding this settlement?

11 A. No.

12 Q. Okay. So sitting here today --

13 A. My lawyer.

14 Q. Okay. So, sitting here today, you haven't
15 looked at any of the paperwork other than the
16 paperwork that describes the settlement; is that
17 right?

18 A. Right.

19 Q. Do you have an understanding of what the class
20 action settlement is intended to provide to the
21 class members?

22 A. Yes, compensation.

23 Q. Okay. And do you have an understanding of the
24 amount of the compensation that is proposed in the
25 class action settlement?

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James Henson - Direct

let me ask you a couple questions about what you just said. So am I correct that your objection to the settlement is that you feel that it's unfair that class members are being compensated through the settlement when you were not able to get compensation from NaturMed as a result of your lawsuit. Is that fair?

A. Exactly. Because we filed a lawsuit years ago, you know, so there was money around and I felt like I should have been awarded for the damage that was done to me.

Q. Am I correct, Mr. Henson, that you don't have any problems with the way the settlement is structured for the class members, do you?

A. I'm not sure. I thought it was kind of a measly settlement, you know, for five or \$10 and what I went through that's a slap in the face.

Q. Do you have an understanding that the settlement, the class action settlement is compensating people for any health conditions?

A. I don't know if it's compensating people for health conditions. Like I just said, that seems kind of crazy that people would go through -- I'm not sure who went through what, but, if they had any

1 James Henson - Direct

2 illness like I had, I would think that was kind of
3 unfair.

4 Q. So sitting here today you don't know whether
5 the class action settlement is compensating people
6 for their health conditions; is that fair?

7 A. Right. I never knew that word health was
8 included in that. They just said this is a class
9 action suit.

10 Q. Okay. Do you understand that the class action
11 settlement is not compensating class members for
12 emotion distress or anxiety?

13 A. I don't know what the class action.

14 Q. Do you know if the classes action suit -- I'm
15 sorry.

16 A. I don't know the specific reasoning for the
17 class action suit. And I don't think it was
18 explained in that postcard either. It said class
19 action suit.

20 Q. Well, you agree with me though that the
21 postcard provided a website where you could obtain
22 mor information, correct?

23 A. Right.

24 Q. And you didn't go to the website, did you?

25 A. I don't know any information.

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James Henson - Direct

Q. Okay. Do you know whether the class action settlement is compensating anyone for the medical bills they incurred for taking All Day Energy Greens and getting sick?

A. Like I said, I don't know what the reason of the class action suit is and what they're giving to people for.

Q. Okay. So the real reason for your objection is that there's a settlement in the class action suit and class members are receiving benefits and you had a lawsuit where you didn't receive benefits; is that a fair summary?

A. Yes.

Q. So, let me ask you, you had a lawsuit and the judge held NaturMed in default and awarded some money, right?

A. Yes.

Q. What did you do to try collect that money?

A. I left that in my lawyer's hands. That's his job.

Q. Okay. So do you have any knowledge of any steps that were taken to try to collect the money that the judge awarded you in your lawsuit?

A. No. I just listened to what my lawyer said

1 James Henson - Direct

2 that there was no money.

3 Q. Okay. Why do you believe that you should be
4 paid from proceeds of the class action settlement?

5 A. Because I suffered through a very bad period
6 in my life because of this drink that I was taking.
7 And if the judge awarded me money and there was no
8 money, I had to deal with that, I had to live with
9 that. But to my knowledge there is money, there's
10 \$1,700,000 in this lawsuit, class action suit, so I
11 felt like I should have been awarded.

12 Q. Mr. Henson, you're aware that there are other
13 companies that are involved in the class action suit
14 besides NaturMed, right?

15 A. Yeah. Like I said, I don't know all the
16 names, but I did see maybe four, five companies
17 involved.

18 Q. So do you know how much of the \$1.7 million
19 was contributed to the settlement by NaturMed?

20 A. No, sir, I don't.

21 Q. Do you know if NaturMed contributed any money
22 to the one \$1.7 million settlement?

23 A. I don't know for sure, but, I just assume
24 since the name was included with the rest that
25 everybody has a part to play in this.