EXHIBIT G

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE NO. 1:09-MD-02036-JLK

IN RE: CHECKING ACCOUNT OVERDRAFT LITIGATION

MDL No. 2036

THIS DOCUMENT RELATES TO:

Waters, et al. v. U.S. Bank, N.A.
S.D. Fla. Case No. 1:09-cv-23034-JLK
N.D. Cal. Case No. 09-2071-JSW

Speers, et al. v. U.S. Bank, N.A.
S.D. Fla. Case No. 1:09-cv-23126-JLK
D. Or. Case No. 3:09-cv-00409-HU

Brown v. U.S. Bank, N.A.
S.D. Fla. Case No. 1:10-24147-JLK
E.D. Wash. Case No. 2:10-00356-RMP

DECLARATION OF THOMAS E. SCOTT

1. My name is Thomas E. Scott. I make this declaration in support of Class Counsel's Application for Attorney's Fees arising from the Amended and Restated Settlement Agreement and Release (the "Settlement") with Defendant U.S. Bank National Association ("U.S. Bank" or the "Bank").

2. I have been licensed to practice law in the State of Florida since 1972, and I am actively engaged in such practice throughout the State of Florida. I have had extensive experience in handling complex commercial cases and have presided

over cases similar to the above-styled case. My curriculum *vitae* is attached as Exhibit A.

3. I served almost five years as a Circuit Judge for the Eleventh Judicial Circuit, State of Florida, and five years as a United States District Judge for the Southern District of Florida. For over three years, I was the United States Attorney for the Southern District of Florida. I served as the Chairman of the Grievance Committee for United States District Court for the Southern District of Florida, on the Standing Committee on Professionalism of The Florida Bar, and as Co-Chairman of the American Bar Association Committee on Discovery Under the Litigation Section.

4. I have been in private practice for over twenty years, not including government service. My practice has to a large extent involved federal court litigation, including class actions. From my experience as both a practitioner, and state and federal judge, I am familiar with the fees charged by attorneys in this jurisdiction, including fees requested and awarded in class action cases. I am also familiar with the case law regarding the reasonableness of attorney's fees in the Eleventh Circuit and, in particular, *Camden I Condo. Ass'n. v. Dunkle*, 946 F.2d 768 (11th Cir. 1991), which established that attorney's fees awarded from a common fund would be based on a percentage of the fund created for the class.

5. I have been asked by Class Counsel in this case to render an opinion on their request for attorney's fees arising from the Settlement between a class of U.S. Bank consumer account holders (the "Settlement Class") and the Bank. Specifically, I have been asked whether Class Counsel's request for attorney's fees equal to thirty percent (30%) of the fifty-five million dollar ($55,000,000) common fund secured through the Settlement is reasonable under the law and the facts of this case.

6. In rendering my opinion, I have reviewed various materials filed in this case including:

a. Plaintiffs' and Class Counsel's Unopposed Motion for Preliminary Approval of Class Settlement (w/exhibits) (DE # 3543);

b. Order Granting Plaintiffs' Unopposed Motion for Preliminary Approval of Class Settlement (DE # 3559);

c. Fourth Amended Class Action Complaint in *Waters, et al. v. U.S. Bank, N.A.* (DE # 464);

d. Answer to Fourth Amended Class Action Complaint in *Waters, et al. v. U.S. Bank, N.A.* (DE # 499);

e. Second Amended Class Action Complaint in *Speers, et al. v. U.S. Bank, N.A.* (DE # 466);

f. Answer to Second Amended Class Action Complaint in *Speers et al. v. U.S. Bank, N.A.* (DE # 498);

g. Defendant's Motion for An Order Compelling Arbitration and Staying Proceedings in *Speers and Waters, et al v. U.S. Bank* (DE # 632);

h. Plaintiffs' Response in Opposition to Defendant's Motion for An Order Compelling Arbitration and Staying Proceedings in *Speers and Waters, et al v. U.S. Bank* (DE # 723);

i. Order Denying Motion to Compel Arbitration in *Speers and Waters, et al v. U.S. Bank* (DE # 855);

j. Defendant's Notice of Appeal in *Speers and Waters, et al v. U.S. Bank* (DE # 856);

k. Order Denying Defendant's Motion for Stay Pending Appeal (DE # 874);

l. Notice of Eleventh Circuit Court's Order Granting Defendant's Motion to Stay of Proceedings Pending Appeal (DE # 1019);

m. Brief of Appellant in *Speers and Waters, et al v. U.S. Bank*, Eleventh Circuit Court Case # 10-15040-D;

n. Brief of Appellees in *Speers and Waters, et al v. U.S. Bank*, Eleventh Circuit Court Case # 10-15040-D;

o. Reply Brief for Appellant in *Speers and Waters, et al v. U.S. Bank*, Eleventh Circuit Court Case # 10-15040-D;

p. Joint Motion to Stay Proceedings in *Speers and Waters, et al v. U.S. Bank*, Eleventh Circuit Court Case # 10-15040-D;

q. Order Granting Joint Motion to Stay Proceedings in *Speers and Waters, et al v. U.S. Bank*, Eleventh Circuit Court Case # 10-15040-D;

r. Class Action Complaint and Jury Demand in *Brown et al. v. U.S. Bank, N.A.*(DE # 1);

s. Defendant's Motion to Compel Arbitration and Stay Proceedings in *Brown et al. v. U.S. Bank, N.A.* (DE # 1406);

t. Defendant's Memorandum of Law In Support of Its Motion to Compel Arbitration and Stay Proceedings in *Brown et al. v. U.S. Bank, N.A.* (DE # 1407);

u. Plaintiffs' Response in Opposition to Defendant's Motion to Compel Arbitration in *Brown et al. v. U.S. Bank, N.A.* (DE # 1491);

v. Plaintiffs' Motion to Defer Ruling on Defendant's Motion to Compel Arbitration and Stay Proceedings Pending Completion of Limited Arbitration-Related Discovery in *Brown et al. v. U.S. Bank, N.A.* (DE # 1493);

w. Order Deferring Ruling on Motion to Compel Arbitration, Granting Time to Conduct Limited Arbitration-Related Discovery in *Brown et al. v. U.S. Bank, N.A.* (DE # 1673);

x. Defendant's Notice of Appeal in *Brown et al. v. U.S. Bank, N.A.* (DE # 1676);

y. Defendant's Motion to Stay Proceedings Pending Appeal in *Brown et al. v. U.S. Bank, N.A.* (DE # 1682);

z. Order Denying Defendant's Motion to Stay in *Brown et al. v. U.S. Bank, N.A.* (DE # 1750);

aa. Motion to Dismiss Appeal in Brown et al v. U.S. Bank, N.A., Eleventh Circuit Court Case # 11-13126;

bb. Order Dismissing Appeal in Brown et al v. U.S. Bank, N.A., Eleventh Circuit Court Case # 11-13126

cc. Defendant's Memorandum of Law In Support of Its Successor Motion to Compel Arbitration and Stay Proceedings in *Brown et al. v. U.S. Bank, N.A.* (DE # 2220);

dd. Plaintiffs' Motion to Strike Defendant's Memorandum of Law In Support of Its Successor Motion to Compel Arbitration and Stay Proceedings in *Brown et al. v. U.S. Bank, N.A.* (DE # 2282);

ee. Joint Motion to Suspend Briefing Schedule on Defendant's Motion to Compel Arbitration and Stay Proceedings in *Brown et al. v. U.S. Bank, N.A.* (DE # 2412);

ff. Order Granting Joint Motion to Suspend Briefing Schedule on Defendant's Motion to Compel Arbitration and Stay Proceedings in *Brown et al. v. U.S. Bank, N.A.* (DE # 2417);

gg. Joint Motion to Continue Temporary Suspension of Briefing Schedule on Defendant's Motion to Compel Arbitration and Stay Proceedings in *Brown et al. v. U.S. Bank, N.A.* (DE # 2412);

hh. Joint Notice of Settlement (DE # 2805); and

ii. Order Suspending Deadlines for Supplemental Arbitration Briefing Pending Filing of Settlement Agreement (DE # 2812).

7. I have also reviewed the Declaration of Professor Brian T. Fitzpatrick of Vanderbilt University that will be submitted in support of the Settlement and Class Counsel's application for fees.

8. Having served as an expert in support of fee applications submitted in connection with a number of settlements previously approved by this Court as part of MDL 2036, I am also familiar with my prior declarations and those of Professor Fitzpatrick, Professor Geoffrey Miller, Professor Samuel Issacharoff, and Professor Charles Silver, all nationally recognized scholars on class actions and attorneys'

fees, and this Court's prior Orders awarding attorneys' fees equal to thirty percent (30%) of the common funds secured through those settlements. *See, e.g., In re Checking Account Overdraft Litigation*, 830 F. Supp. 2d 1330, 1358-68 (S.D. Fla. 2011).

9. In connection with rendering my opinion, I have also spoken to Settlement Class Counsel to obtain specific background about this case and the Settlement.

10. Based on my review of the materials, my experience with the award of attorney's fees – both as a judge and a practitioner – and the law in our Circuit, it is my opinion that Class Counsel's request for attorney's fees of thirty percent (30%) of the fifty-five million dollar ($55,000,000) common fund created by the Settlement in this case is reasonable and well justified.

11. In *Camden I*, the Eleventh Circuit announced that in cases where a common fund has been created, attorney's fees were to be awarded based on a percentage of the fund that had been created for the benefit of the class, and not the lodestar method: "[h]enceforth in this [C]ircuit, attorney's fees awarded from a common fund shall be based upon a reasonable percentage of the fund established for the benefit of the class." *Camden I,* 946 F.2d at 774. The Eleventh Circuit went on to note that while twenty-five percent (25%) appeared to be the

"benchmark" percentage for a fee award, that benchmark "may be adjusted in accordance with the individual circumstances of each case." *Id.* at 775.

12. *Camden I* also concluded that in determining the appropriate percentage, a District Court should consider the factors identified in *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714, 717-19 (5th Cir. 1974). Those factors are the following:

a. time and labor required;

b. novelty and difficulty of the questions involved;

c. the skill requisite to perform the legal services properly;

d. the preclusion of other employment by the attorney due to acceptance of the case;

e. the customary fee;

f. whether the fee is fixed or contingent;

g. time limitations imposed by the client or the circumstances;

h. the amount involved and the results obtained;

i. the experience, reputation, and ability of the attorneys;

j. the undesirability of the case;

k. the nature and length of the professional relationship with the client; and

l. awards in similar cases.

13. In my opinion, an analysis of these factors strongly supports Class Counsel's request for a fee equal to thirty percent (30%) of the fifty-five million dollar ($55,000,000) common fund that resulted from their efforts in this case.

14. ***Time and labor required*:**

It is quite evident and beyond legitimate dispute that substantial time and labor were required of Class Counsel in this case.

The history of this litigation is detailed in Plaintiffs' and Class Counsel's Unopposed Motion for Preliminary Approval of Class Settlement (DE # 3543), and will be re-counted in Plaintiffs' and Class Counsel's Motion for Final Approval of Class Settlement, and Application for Service Awards, Attorneys' Fees and Expenses. For the sake of brevity, I summarize the history of the proceedings here.

Plaintiffs challenged U.S. Bank's systematic practice of posting debit card transactions in high-to-low order in a manner that Plaintiffs alleged was designed to increase the number of overdraft fees incurred by its customers. Plaintiffs alleged that as a result of U.S. Bank's manipulation of the order in which debit card transactions were posted, customers' funds were depleted more rapidly than they should have been, and that Plaintiffs and settlement class members paid more overdraft fees than they should have paid.

U.S. Bank's denied Plaintiffs' allegations of wrongdoing. From the outset, the Bank defended its conduct by, *inter alia*, arguing that Plaintiffs' claims were

preempted by the National Bank Act ("NBA"), and that language in the relevant Account agreements expressly advised customers of and permitted the high-to-low posting practice at issue. Additionally, beginning in mid-2010, the Bank asserted that its right to compel *individual* arbitration precluded Plaintiffs and all Settlement Class Members from pursuing litigation challenging its overdraft fee policies and practices, individually or as a class action.

In 2009, Plaintiffs Speers and Waters filed class action complaints, alleging unfair assessment and collection of overdraft fees and seeking monetary damages, restitution, and equitable relief. U.S. Bank, together with a number of other banks that were part of the First Tranche in MDL 2036, filed an omnibus motion to dismiss and/or for judgment on the pleadings. Following extensive briefing and oral argument, the District Court denied the omnibus motion to dismiss and/or for judgment on the pleadings in March 2010. In May 2010, Plaintiffs filed their Fourth Amended Complaint in *Waters*, adding additional named Plaintiffs. Also, in May 2010, Plaintiff filed a Second Amended Class Action Complaint in *Speers*.

In July 2010, U.S. Bank moved to compel arbitration and to stay proceedings as to Plaintiffs in *Speers* and *Waters*. The Plaintiffs opposed the Bank's motion. In October 2010, the District Court denied U.S. Bank's motion to compel arbitration. The Bank appealed that Order the following day, and asked the District Court to stay further proceedings pending the outcome of its appeal. The

District Court denied the motion to stay, but the Eleventh Circuit subsequently granted U.S. Bank's motion for a stay pending appeal. In early 2011, U.S. Bank and the Plaintiffs/Appellees in *Speers* and *Waters* filed their appellate briefs in the Eleventh Circuit.

Meanwhile, in October 2010, two more Plaintiffs filed the *Brown* action against U.S. Bank, asserting substantially similar allegations to those asserted in *Speers* and *Waters*. In May 2011, following transfer of the *Brown* action to MDL 2036, U.S. Bank filed a motion to compel arbitration and stay proceedings against the Plaintiffs in *Brown*. The Plaintiffs moved to defer ruling on the arbitration motion and also filed their opposition. In June 2011, the District Court granted the Plaintiffs' motion to defer ruling on the arbitration motion in *Brown*, and ordered the parties to conduct limited arbitration-related discovery. U.S. Bank appealed the Order deferring ruling on the arbitration motion in *Brown*. In October 2011, the Eleventh Circuit dismissed U.S. Bank's appeal for lack of jurisdiction. In December 2011, the Bank filed a successor motion to compel arbitration and stay proceedings in *Brown*, and the Plaintiffs moved to strike the Bank's successor motion.

Beginning in late 2011, Settlement Class Counsel and counsel for U.S. Bank initiated preliminary settlement discussions that led to the scheduling of mediation in the Spring of 2012. As a result of the planned mediation, in early 2012, the

Eleventh Circuit granted the parties' joint motion to stay further proceedings in the appeal from the Order denying the motion to compel arbitration in *Speers* and *Waters*. The Eleventh Circuit subsequently extended the stay several times during the settlement process. Likewise, in early 2012, the parties in *Brown* filed a joint motion asking the District Court to suspend briefing on U.S. Bank's successor motion to compel arbitration to facilitate the forthcoming mediation. The District Court granted that joint motion, and subsequently extended the temporary suspension.

In May 2012, Class Counsel and U.S. Bank participated in mediation. Although the parties did not reach an agreement at mediation, they continued their settlement discussions with the assistance of the mediator. In late June 2012, the parties reached an agreement in principle and executed a Summary Agreement that memorialized the material terms of the Settlement. In mid-July 2012, the parties filed a joint notice of settlement. Following further negotiations that spanned many months, the parties resolved all remaining issues, culminating in the Settlement. In July2013, Plaintiffs and Class Counsel filed their motion for preliminary approval. The Court entered the Preliminary Approval Order in late July 2013.

Undoubtedly, the time and labor required and expended by Class Counsel warrant the requested fee of thirty percent (30%) of the fifty-five million dollar ($55,000,000) common fund.

15. ***The novelty and difficulty of the questions involved*:** This factor, along with the results obtained, are the most compelling factors supporting the attorney's fees requested in this case. This was no ordinary class action. The novelty and difficulty of the issues involved created significant risks for Class Counsel. The risks were several, three of which are discussed below.

First, U.S. Bank asserted that its right to compel *individual* arbitration precluded Plaintiffs and all Settlement Class Members from pursuing litigation challenging its overdraft fee policies and practices, individually or as a class action. If U.S. Bank ultimately prevailed on this issue, it would have effectively spelled the end of the efforts by Plaintiffs to successfully prosecute this class action in federal court, and Plaintiffs and all Settlement Class Members would have been forced to pursue these claims through *individual* arbitration proceedings. Unquestionably, the arbitration issue posed a significant risk to Class Counsel in pursuing this action.

Second, U.S. Bank's argued that the Plaintiffs' and putative class' state law claims were preempted by the NBA. Although the Court rejected this argument in denying the omnibus motion filed by U.S. Bank and other defendants, this Court

made it expressly clear that it was rejecting the preemption argument at "this stage" of the litigation, indicating that a different result was possible once discovery was completed. The fact that preemption was a significant risk was underscored when, during the course of MDL 2036, the Eleventh Circuit held that a Florida statute banning check-cashing fees was preempted by the NBA and its implementing regulations. *See Baptista v. J.P. Morgan Chase Bank, N.A.* 640 F.3d 1194 (11th Cir. 2011). *Baptista* prompted several banks in MDL 2036 to renew their motions for dismissal, albeit unsuccessfully, on the grounds of NBA preemption; *see also Gutierrez v Wells Fargo Bank, NA*, 704 F.3d 712 (9th Cir. 2012), where the United States Court of Appeals for the Ninth Circuit vacated and remanded the $203 million judgment recovered on behalf of Wells Fargo's California customers based on that bank's high-to-low posting practices, on the ground that certain provisions of California's Unfair Competition Law are preempted by federal laws and regulations, further highlighting the substantial risks undertaken by Class Counsel in pursuing this action.

A third issue that generated significant risk involved U.S. Bank's argument that its deposit agreement expressly informed its customers that the Bank would generally process and post items from the highest to lowest dollar amount. As a result, U.S. Bank had a colorable argument that its customers were aware of and

had consented to the challenged practice of posting debits from highest to lowest dollar amount.

These and other issues presented significant risks that Class Counsel undertook when accepting this representation.

16. ***The skill requisite to perform the legal services properly, and the reputation and experience of the attorneys***:[1] Undoubtedly, Class Counsel had the skill required to perform the services required in this complex class action. I have known the Co-Lead Counsel Aaron Podhurst and Bruce Rogow for many years. They are among the finest lawyers in our District, if not the country. Their reputation as highly skilled and ethical advocates precedes them. I am also very familiar with some of the other lawyers and firms that serve on the Plaintiffs' Executive Committee, including Robert Josefsberg and Peter Prieto of Podhurst Orseck, P.A., and Robert Gilbert and Stuart Grossman of Grossman Roth, P.A. They are all known for the high quality of their work, especially in complex and sophisticated litigation, including class actions. Working closely with the other firms that comprise Class Counsel, this talented team of lawyers accomplished outstanding results for the Settlement Class in the face of substantial risks. Had they not had the requisite skill to perform the necessary services, it is highly

[1] For the sake of brevity and because they overlap, I have consolidated the two factors dealing with the skills, experience and reputation of the attorneys handling the case into a single discussion.

doubtful Class Counsel could have achieved the results obtained for the Settlement Class in this case.

17. ***Preclusion of other employment because of this case:*** I understand from my discussions with Class Counsel that this case has taken up a significant amount of time of a number of the firms designated as Class Counsel, precluding Class Counsel's involvement in or acceptance of other work. This, in my opinion, is not surprising given the complexity and difficulty of the issues involved, as well as the amount at stake.

18. ***The customary fee:*** In contingency cases such as this one, the fees agreed between client and counsel normally range between twenty-five percent (25%) and forty percent (40%). Accordingly, the request of thirty percent (30%) being made by Class Counsel is within the range of customary fees for similar work in our community.

19. ***A contingent or fixed fee:*** This case, like virtually all consumer class actions, was undertaken – with great risk I might add – on a contingency basis. Up to this point, Class Counsel have spent an enormous of their time and advanced substantial dollars in expenses without receiving any compensation. Given their work and the result in this case, it is now time they be compensated appropriately.

20. ***Time limitations:*** This complex class action was resolved following contested motions to dismiss and compel arbitration, and protracted settlement

discussions. Generally, these cases tend to take longer to resolve. The tradition in this District, and in this Court in particular, however, is to resolve cases effectively, yet efficiently. Clearly, and based on my conversations with Class Counsel, they met all of the deadlines that this Court established to ensure that this case was litigated expeditiously. All deadlines and time limitations imposed by this Court, which is well known for its diligence and efficiency, were met and is another factor that should be considered.

21. ***Amount involved and results obtained:*** The result obtained in this case, when coupled with the risks undertaken by Class Counsel, are the most significant factors to be considered when assessing Class Counsel's fee request.

Under the Settlement, U.S. Bank's will pay fifty-five million dollars ($55,000,000) in cash. This sum represents the common fund created for the benefit of the Settlement Class. *See Camden I,* 946 F.2d at 774. According to Class Counsel, the fifty-five million dollar ($55,000,000) common fund represents approximately thirteen percent (13%) of the damages sustained by the Settlement Class under the most probable damage theory, assuming this case were to successfully proceed to final judgment in favor of the Settlement Class and that judgment was affirmed on appeal.

In spite of the risks I discussed previously, the results obtained by Class Counsel in this case for the Settlement Class are excellent. Class Counsel are to be commended, as well as appropriately compensated, for such a result.

22. ***The undesirability of the case:*** This case was undesirable not because it was controversial, but because of the number of significant legal risks it presented. Very few lawyers, when this case was first brought, would have placed their reputations and finances at risk, given the obstacles in the case. That Class Counsel did so in light of those risks should weigh in favor of their fee request.

23. ***The nature and length of the professional relationship with the client:*** In some cases, having either a longstanding or strong relationship with a client justifies accepting a case with significant risks because other benefits may come from the relationship. In this case, however, no such client relationship previously existed with virtually any of the named Plaintiffs. This lack of an existing relationship with the clients heightened the risks since Class Counsel did not know their clients prior to this case. The lack of an existing relationship also made it unlikely that any other benefit would result from the representation.

24. ***Awards in similar cases:*** Based on my experience as a judge and a long-time practitioner in this District, I believe that Class Counsel's fee request of thirty percent (30%) of the fifty-five million dollar ($55,000,000) common fund in

this case is consistent with other fee awards in MDL 2036 and in other cases in this District. Those other fee awards include, but are not limited to, the following:

a. *In re Checking Account Overdraft Litigation*, 830 F. Supp. 2d 1330, 1358-68 (S.D. Fla. 2011) (awarding fees of 30% on settlement of $410 million);

b. *Case v. Bank of Oklahoma, N.A.*, S.D. Fla. Case No. 1:11-cv-20815-JLK (awarding fees of 30% on settlement of $19 million);

c. *Larsen et al. v. Union Bank, N.A.*, S.D. Fla. Case No. 1:09-cv-23235-JLK (awarding fees on 30% on settlement of $35 million);

d. *Dee v. Bank of the West, N.A.*, S.D. Fla. Case No. 1:10-cv-22985-JLK (awarding fees of 30% on settlement of $18 million);

e. *Lopez v. JPMorgan Chase Bank, N.A.*, S.D. Fla. Case No. 1:09-cv-23127-JLK (awarding fees of 30% on settlement with total value of $162 million);

f. *Duval v. Citizens Financial Group, Inc.*, S.D. Fla. Case No. 1:10-cv-21080-JLK (awarding fees of 30% on settlement of $137.5 million);

g. *Mosser v. TD Bank, N.A.*, S.D. Fla. Case No. 10-cv-21386-JLK (awarding fees of 30% on settlement of $62 million);

h. *Casayuran v. PNC Bank, N.A.*, S.D. Fla. Case No. 10-cv-20496-JLK (awarding fees of 30% on settlement of $90 million);

i. *Anderson v. Compass Bank*, S.D. Fla. Case No. 1:11-cv-20436-JLK (awarding fees of 30% on settlement of $11.5 million);

j. *Harris v. Associated Bank, N.A.*, S.D. Fla. Case No. 1:10-cv-22948-JLK (awarding fees of 30% on settlement of $13 million);

k. *Wolfgeher v. Commerce Bank, N.A.,* S.D. FL Case No. 1:10-cv-22017-JLK (awarding fees of 30% on settlement with total value of $23.2 million);

l. *McKinley v. Great Western Bank*, S.D. Fla. Case No. 1:10-cv-22770-JLK (awarding fees of 30% on settlement of $2.2 million);

m. *Blahut v. Harris Bank, N.A.,* S.D. FL Case No. 1:10-cv-21821-JLK (awarding fees of 30% on settlement of $9.4 million);

n. *Eno v. M & I Marshall & Ilsley Bank,* S.D. FL Case No. 1:10-cv-22730-JLK (awarding fees of 30% on settlement of $4 million);

o. *Allapattah Servs., Inc. v. Exxon Corp.,* 454 F. Supp. 2d 1185 (S.D. Fla. 2006), (awarding fees of 31 1/3 % on settlement of $1.06 billion);

p. *In re: Terazosin Hydrochloride Antitrust Litigation,* 99-1317-MDL-Seitz (S.D. Fla. April 19, 2005) (awarding fees of 33.3% on settlement of over $30 million);

q. *In re: Managed Care Litig. v. Aetna,* MDL No. 1334, 2003 WL 22850070 (S.D. Fla. Oct. 24, 2003) (awarding fees and costs of 35.5% on settlement of $100 million);

r. *Gutter v. E.I. Dupont De Nemours & Co.,* 95-2152-Civ-Gold (S.D. Fla. May 30, 2003) (awarding fees of 33.3% on settlement of $77.5 million); and

s. *Waters v. Int'l Precious Metals Corp.,* 190 F.3d 1291 (11th Cir. 1999) (affirming fee award of 33.3% on settlement of $40 million).

25. In awarding fees equal to thirty percent (30%) of the recovery in the settlements with Bank of America, Bank of Oklahoma, Union Bank, Bank of the West, JPMorgan Chase, Citizens Financial, TD Bank, PNC Bank, Compass Bank, Commerce Bank, M&I Marshall & Ilsley Bank, Harris, N.A., Associated Bank, and Great Western Bank in this multidistrict litigation, the Court relied, in part, on my declarations supporting class counsel's fee requests in many of those cases.

26. In conclusion, based on my experience and my assessment of the work done by Class Counsel, their fee request of thirty percent (30%) of the fifty-five million dollar ($55,000,000) common fund is reasonable and justified. Class Counsel undertook an incredibly risky and undesirable case, and through their diligence, perseverance and skill, obtained an outstanding result for the Settlement Class. Class Counsel are to be commended for such an excellent result, and should be compensated in accord with their request because it is warranted and reasonable given similar fee awards.

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

Dated: October 21, 2013

Thomas E. Scott, Esq.

EXHIBIT A

THOMAS E. SCOTT, ESQ.

JUDICIAL POSITIONS	United States District Judge, Southern District of Florida (Miami Division)	**1985-1990**
	Circuit Judge, Eleventh Judicial Circuit, State of Florida (Dade County)	**1980-1984**
	Chairman, Grievance Committee United States District Court Southern District of Florida	**1994-1997**
GOVERNMENT POSITIONS	United States Attorney, Southern District of Florida	**8/29/97-5/30/00**
	Honorable James W. Kehoe, Circuit Judge Eleventh Judicial Circuit, State of Florida (Dade County) Law Clerk/Bailiff	**1970-1971**
MILITARY SERVICE	United States Army First Lieutenant Military Intelligence	
PRIVATE PRACTICE	Cole, Scott & Kissane, P.A., Partner, Miami, FL	**2001- Present**
	Shook, Hardy & Bacon L.L.P, Partner, Miami, FL	**2000-2001**
	Davis, Scott, Weber & Edwards, Managing Partner, Miami, FL	**1992-1997**
	Steel, Hector & Davis, Partner, Miami, FL	**1990-1992**
	Kimbrell, Hamann, Jennings, Womack, Carlson & Kniskern, P.A. Member of the firm, Miami, FL	**1984-1985** **1977-1980**
	Huebner, Shaw & Bannel, Ft. Lauderdale, FL	**1976-1977**
	Bradford, Williams, McKay, Kimbrell, Hamann & Jennings, P.A. Associate and them member of the firm, Miami, FL	**1972-1976**
EDUCATION	University of Virginia, Charlottesville, VA LL.M., Judicial Process	**1989**
	University of Miami, Coral Gables, FL J.D.	**1972**
	B.A., Economics	**1969**

PROFESSIONAL ASSOCIATIONS

Florida Bar Association

American Bar Association

Who's Who in American Law

TEACHING POSITIONS

Instructor, Professional Responsibility, St. Thomas University School of Law

Instructor, Product Liability, St. Thomas University School of Law

Adjunct Professor, Litigation Skills Program, University of Miami School of Law

Instructor, NITA Program, University of Florida Law School

Instructor, Trial Advocacy Program, Nova University Law School

AWARDS AND ACTIVITIES

Judicial Nominating Committee, Northern, Southern and Middle Districts

Member and Fellow, Product Liability Advisory Council Foundation

Co-Chairman, American Bar Association Committee on Discovery Under the Litigation Section

Chairman, Standing Committee on Professionalism, Florida Bar Association

Past Chairman, Security Committee, United States District Court
Southern District of Florida

Outstanding Jurist Award, Young Lawyers' Section Dade County Bar Association

AV Rating, Martindale-Hubbell

PUBLICATIONS

"Pretrial Detention Under the Bail Reform Act of 1984: An Empirical Analysis," American Criminal Law Review (Georgetown Law Center) (Fall 1990)

"A Compact for Bench and Bar." 6 Trial Advocate Quarterly 9 (January 1987)
Judges' Handbook on Florida Law (Chapter on FELA and Jones Act)

Florida Defense Counsel (Fall 1981) (article on products liability and crash worthiness doctrine).