UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN

CAROL CHESEMORE, DANIEL DONKLE, THOMAS GIECK, MARTIN ROBBINS, and NANNETTE STOFLET, on behalf of themselves, Individually, and on Behalf of All Others Similarly Situated,

Plaintiffs,

v.

ALLIANCE HOLDINGS, INC., A.H.I., INC., AH TRANSITION CORPORATION, DAVID B. FENKELL, PAMELA KLUTE, JAMES MASTRANGELO, STEPHEN W. PAGELOW, JEFFREY A. SEEFELDT, ALPHA INVESTMENT CONSULTING GROUP, LLC, and JOHN MICHAEL MAIER

Defendants,

And

TRACHTE BUILDING SYSTEMS, INC. EMPLOYEE STOCK OWNERSHIP PLAN and ALLIANCE HOLDINGS, INC. EMPLOYEE STOCK OWNERSHIP PLAN,

Nominal Defendants.

Civil Action No. 09-CV-00413-wmc
Judge William M. Conley

PLAINTIFFS' MOTION FOR PAYMENT OF INCENTIVE AWARDS TO THE CLASS REPRESENTATIVES

Plaintiffs, by and through their undersigned counsel, respectfully submit this Motion for Payment of Incentive Awards to the Class Representatives.

INTRODUCTION

As Judge Posner succinctly expressed in explaining the rationale for service awards to plaintiffs willing to serve as class representatives: "[W]ithout a named plaintiff there can be no

class action." *Matter of Cont'l Illinois Sec. Litig.*, 962 F.2d 566, 571 (7th Cir. 1992). This case centered on Trachte Building Systems ("Trachte"), a relatively small, closely-held Wisconsin company, located in the small community of Sun Prairie, Wisconsin, where most of the members of the class as well as three of the defendants lived. In this case, each of the Plaintiffs reluctantly stepped forward to serve as a class representative because they thought it was the right thing to do. Declaration of Carol Chesemore ("Chesemore Decl.") ¶ 23; Declaration of Daniel Donkle ("Donkle Decl.") ¶ 24; Declaration of Thomas Gieck ("Gieck Decl.") ¶ 18; Declaration of Martin Robbins ("Robbins Decl.") ¶ 25; and Declaration of Nannette Stoflet ("Stoflet Decl.") ¶ 31. They did so knowing that to serve the interests of the class, they would probably need to file suit against multiple individual Defendants who they knew personally and for a long time. *E.g.*, Robbins Dep. 55:20-56:24 (testifying that he considered Defendant Pagelow a friend, but that he had "not seen Mr. Pagelow since this litigation started."). Given the nature of the case, these Plaintiffs knew that the case might make the newspaper, and it did. Tyler Lamb, "Trachte Workers Involved in ESOP Lawsuit," Sun Prairie Star, Oct. 12, 2011. At all times, these Plaintiffs had the ultimate goal of achieving results not only on behalf of themselves, but on behalf of all of their fellow employees. To do so, they expended hundreds of hours of their own time. By doing so, they helped to achieve an outstanding result for all employees. As the courage, initiative, and commitment to the litigation shown by Carol Chesemore, Daniel Donkle, Thomas Gieck, Martin Robbins and Nannette Stoflet were vital to the success of the case, each should be granted an incentive award based on the risk they took and the investment of time they made on behalf of all Class Members.

ARGUMENT

I. Incentive Awards to the Named Plaintiffs Are Merited

"Incentive awards for class representatives are common." *Hawkins v. Securitas Sec. Servs. USA, Inc.*, 280 F.R.D. 388, 395 (N.D. Ill. 2011). Such awards provide compensation to the class representative for time spent testifying at deposition and perhaps at trial, and also for subjecting herself to the "risk of being made liable for sanctions, costs, or other fees should the suit go dangerously awry." *Id.* (quoting, in part, *In re Cont'l Ill.*, 962 F.2d at 572). "Incentive payments sufficient to induce a named plaintiff to participate in the lawsuit are appropriate within the Seventh Circuit." *In re AT & T Mobility Wireless Data Servs. Sales Tax Litig.*, 792 F. Supp. 2d 1028, 1041 (N.D. Ill. 2011). In deciding whether an incentive award is proper and, if so, in what amount, courts may consider several factors, including "the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefitted from those actions, and the amount of time and effort the plaintiff expended in pursuing the litigation." *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998). This case is unlike many consumer class actions, which the Seventh Circuit has described as cases in which the "attorneys are the real principals and the class representative/clients their agents[.]" *Phillips v. Asset Acceptance, LLC*, 736 F.3d 1076, 1080 (7th Cir. 2013) (internal quotation marks omitted). In short, this was no "lawyer-driven" litigation.

This lawsuit did not arise as a result of a lawyer looking for a violation and finding a client who could serve as a figure-head in a lawsuit. This lawsuit was a result of the reaction of a group of employees to the 2007 Town Hall presentation and their instinct that what their employers planned to do with their hard-earned pensions was not right. Despite being told that they would get no say and no vote, these employees decided "We're not gonna take it" without a fight. Even though the Town Hall meeting video demonstrated that many employees voiced

objections to the transaction, and some – such as Jamie Lindau, Larry Jenkins and Tom Temperly – voiced those objections outside the meeting as well, only a handful were willing to organize to find a lawyer who could assist them, and even fewer were willing to put themselves forward as plaintiffs. Most importantly, these employees chose not to simply assert these rights or these claims for themselves or even for some small subgroup of employees (and perhaps extract a pre-litigation settlement), but decided instead to file suit on behalf of all employees.

Contrary to the assertions by some "tort reform" groups, most individuals do not like to file lawsuits or be involved in litigation. As the Seventh Circuit has acknowledged, except when the suit is a "clear winner," a named plaintiff bears the risk of being liable for "sanctions, costs, or other fees" if the litigation goes "awry." *In re Cont'l Ill.*, 962 F.2d at 571-72. In ERISA cases, the Seventh Circuit has upheld awards of costs in ERISA fiduciary breach cases in favor of a prevailing defendant and against a losing participant. *Loomis v. Exelon Corp.*, 658 F.3d 667, 674 (7th Cir. 2011) (upholding district court's award of $42,000 in costs). Because ERISA's fee-shifting statute permits an award to either party that achieves success on the merits, courts have sometimes awarded *attorneys' fees* to prevailing defendants. *E.g.*, *Dublin Eye Assocs., P.C. v. Mass. Mut. Life Ins. Co.*, No. 5:11-cv-128-KSF, 2014 WL 1217664 (E.D. Ky. Mar. 24, 2014) (awarding fees to defendant in unsuccessful breach of fiduciary duty case).

In addition to the normal risks of litigation, employees who file lawsuits concerning their pensions against their current or former employers face the risk of retaliation or the potential impairment of future employment. *See Tuten v. United Airlines, Inc.*, No. 12-CV-1561-WJM-MEH, 2014 WL 2057769, at *5 (D. Colo. May 19, 2014) (finding that employee who filed a pension lawsuit against his long-time employer shows his commitment and the risks undertaken and merited a $15,000 service award). A number of courts have recognized that current and

even former employees take substantial risk in suing current or former employers. *See Frank v. Eastman Kodak Co.*, 228 F.R.D. 174, 187 (W.D.N.Y. 2005) (noting that service awards are especially appropriate in employment litigation where "the plaintiff is often a former or current employee of the defendant, and thus, by lending his name to the litigation, he has, for the benefit of the class as a whole, undertaken the risk of adverse actions by the employer or co-workers."); *Silberblatt v. Morgan Stanley*, 524 F. Supp. 2d 425, 435 (S.D.N.Y. 2007) ("A class representative who has been exposed to a demonstrable risk of employer retaliation or whose future employability has been impaired may be worthy of receiving an additional payment, lest others be dissuaded."). As another court in this Circuit observed, "ERISA litigation against an employee's current or former employer carries unique risks and fortitude, including alienation from employers or peers." *Beesley v. Int'l Paper Co.*, No. 3:06-CV-703-DRH-CJP, 2014 WL 375432, at *4 (S.D. Ill. Jan. 31, 2014) (approving $25,000 incentive awards to each plaintiff). Even if their employer does not take any adverse action against them, these employees face the possibility that future employers will consider them less desirable because they previously sued an employer. This is particularly the case here, when the employer was not a small company, but a sizeable company – with approximately 200 employees – in a small town.

This was a risk borne by each of the Plaintiffs except for Mr. Donkle. Ms. Stoflet was, at the time the suit was filed, and continues to be an employee of Trachte, although she did experience a layoff during the course of the litigation. Stoflet Decl. ¶¶ 3, 21. Messrs. Robbins and Gieck were current employees when their involvement first began; while they were not employed at Trachte at the time that the litigation was filed, each was unemployed and actively seeking work and concerned about the impact the pending litigation would have on their job search and future employability. Robbins Decl. ¶¶ 7, 13-14; Gieck Decl. ¶ 8. Added to that, all

the Plaintiffs (including Mr. Donkle) were suing the current fiduciaries who had control over their pensions, which represented significant portions of each of their retirement savings and net worth. Chesemore Decl. ¶ 4; Donkle Decl. ¶ 4; Gieck Decl. ¶ 4; Robbins Decl. ¶ 4; Stoflet Decl. ¶ 4. Volunteering to act as a Plaintiff was not easy or without risk and the Plaintiffs here should be rewarded for their service.

II. Class Representatives Invested a Substantial Amount of Time and Effort in Acting to Protect the Interests of the Class and Subclass

Courts in this Circuit have awarded payments for service to class representatives when they have done far less than the Plaintiffs in this litigation. *E.g.*, *Heekin v. Anthem, Inc.*, No. 1:05-CV-01908-TWP, 2012 WL 5878032, at *1 (S.D. Ind. Nov. 20, 2012) (awarding $25,000 each to plaintiffs because both had "conferred and participated with Class Counsel to make key litigation decisions, traveled to Indianapolis to attend hearings, and reviewed the Settlement to ensure it was a fair recovery for the Class."); *Great Neck Capital Appreciation Inv. P'ship, L.P. v. PricewaterhouseCoopers, L.L.P.*, 212 F.R.D. 400, 412 (E.D. Wis. 2002) (finding award appropriate in securities case where plaintiffs were "required to respond to discovery requests, produce documents, meet with counsel in preparation for their depositions and undergo depositions.") . The Seventh Circuit has approved incentive award payments even where the plaintiff's role was quite minimal. *E.g.*, *In re AT & T Mobility*, 792 F. Supp. 2d at 1041 (approving incentive awards even though the case settled *prior to commencement of formal discovery* because plaintiffs participated in the settlement negotiation and were "willing[] to take a more-active role if necessary"). In a recent settlement of ERISA litigation, another court in this Circuit awarded $25,000 to each of the plaintiffs because they "devoted substantial amounts of their own time to benefit the class by responding to document requests, reviewing pleadings, assisting discovery and submitting to lengthy depositions." *Beesley*, 2014 WL 375432, at *4.

This was not the type of litigation where the class representatives simply produced a handful of documents, gave a deposition that lasted "a few hours," and then waited for the litigation to settle. These Plaintiffs were actively involved in this litigation from start to finish. Nann Stoflet and Marty Robbins were the initial persons to contact attorneys following the 2007 Town Hall Meeting to obtain some legal advice about the nature of the Transaction. Stoflet Decl. ¶¶ 9-10; Robbins Decl. ¶ 8; Declaration of Nannette Stoflet ("Prior Stoflet Decl.") (ECF No. 243) ¶ 6. Prior to the litigation being filed, Ms. Stoflet and, sometimes, Mr. Robbins were in regular contact with Cohen Milstein. Stoflet Decl. ¶¶ 10-11; Robbins Decl. ¶¶ 9, 13. Once Cohen Milstein had reviewed and analyzed the documents, Ms. Stoflet organized and invited a number of employees to a meeting at her house. Stoflet Decl. ¶ 12. At that meeting, Joseph Barton from Cohen Milstein provided an overview and analysis, explained the scope of prospective litigation, including the mechanics and risks of a class action, and also discussed arrangements regarding attorneys' fees and expenses. Chesemore Decl. ¶¶ 7-8; Donkle Decl. ¶¶ 9-10; Robbins Decl. ¶¶ 10-11; Stoflet Decl. ¶¶ 12-13. At that meeting, it was also explained that some of the employees would need to serve as class representatives. *Id.* No one was eager to do so. *Id*. In particular, a number of employees were concerned about their jobs or job prospects if they sued high-level management at their current employer or even about suing a former employer. Donkle Decl. ¶ 7; Gieck Decl. ¶ 8; Robbins Decl. ¶¶ 7, 13-14; Stoflet Decl. ¶¶ 7, 15. Ultimately, the five Plaintiffs who served as Class Representatives agreed to serve as Plaintiffs and Class Representatives despite reservations in doing so and concerns about their employment. Chesemore Decl. ¶ 10; Donkle Decl. ¶ 12; Gieck Decl. ¶ 8; Robbins Decl. ¶ 13; Stoflet Decl. ¶ 15.

To assist counsel in drafting the complaint, Plaintiffs provided a wide variety of information and documents. Chesemore Decl. ¶ 11; Donkle Decl. ¶ 13; Gieck Decl. ¶ 9; Robbins Decl. ¶ 15; Stoflet Decl. ¶ 16. Once the litigation was filed, each of the Plaintiffs remained in regular communication with Plaintiffs' counsel and actively participated in the litigation in numerous ways.[1] Each of the Plaintiffs engaged in the types of activities normally expected of parties to litigation – they responded to discovery requests and interrogatories. Chesemore Decl. ¶ 14; Donkle Decl. ¶ 14; Gieck Decl. ¶ 11; Robbins Decl. ¶ 18; Stoflet Decl. ¶ 18. Plaintiffs also made themselves available for deposition, and met with counsel prior to the depositions to prepare. Chesemore Decl. ¶ 15; Donkle Decl. ¶ 15; Gieck Decl. ¶ 12; Robbins Decl. ¶ 19; Stoflet Decl. ¶ 19. Their depositions were not just a few hours long (as is typical with most class representative depositions); instead, each was questioned by multiple defense counsel and most of these depositions lasted all day – in fact, the depositions of four of the five Plaintiffs lasted 6 hours or more. Stoflet Decl. ¶ 19 (approximately 7.5 hours); Chesemore Decl. ¶ 15 (approximately 7 hours); Robbins Decl. ¶ 19 (approximately 7 hours); Gieck Decl. ¶ 12 (approximately 6 hours); Donkle Decl. ¶ 15 (approximately 3 hours). Plaintiffs were often asked duplicative and irrelevant questions. *E.g.*, Stoflet Decl. ¶ 19; Chesemore Decl. ¶ 15.

Throughout the litigation, Plaintiffs were in regular contact with counsel. Plaintiffs were sent and reviewed a number of the important decisions in the case, including the decision on the motions to dismiss and class certification. Chesemore Decl. ¶¶ 13, 17; Donkle Decl. ¶¶ 13, 16; Gieck Decl. ¶¶ 10, 13; Robbins Decl. ¶¶ 17, 20; Stoflet Decl. ¶¶ 17, 22.

Some of the Plaintiffs also attended the depositions of some of the other witnesses deposed here in Madison. *E.g.*, Stoflet Decl. ¶ 20 (attended 6 depositions); Chesemore Decl. ¶

[1] A complete description of each Class Representative's participation in the litigation is described in their respective declarations.

16 (attended 1 deposition). Plaintiffs were also instrumental in identifying other witnesses for Plaintiffs' counsel to interview and/or depose, including Jamie Lindau, Larry Jenkins, Don Ketelboeter, Rolf Killingstad, Tom Temperly, and Walter Smith. Stoflet Decl. ¶ 16. As a result of Plaintiffs' identification and assistance, Plaintiffs' counsel was able to obtain declarations from Rolf Killingstad (ECF No. 377), Tom Temperly (ECF No. 248-7), David Goodspeed (ECF No. 249-6), and Don Ketelboeter (ECF No. 376), as well as a number of other employees who were interviewed or provided declarations but whose testimony ultimately was not used. These efforts by Plaintiffs not only assisted counsel but reduced expense by allowing Plaintiffs' counsel to conduct informal discovery rather than depositions.

Nearly all of the Plaintiffs attended some portion of both trials. In fact, Mr. Donkle attended every day of both the Liability and Remedies trials and Ms. Stoflet attended every day of the Liability trial. Donkle Decl. ¶¶ 17, 19; Stoflet Decl. ¶ 23. And Ms. Stoflet encouraged other members of the class to attend the trials as well. Stoflet Decl. ¶¶ 23, 25. As a result, during every hour of the trial, there were members of the Class in the courtroom. Each of the Plaintiffs was willing to testify at trial; however, Class Counsel made the decision to call only a limited number. Chesemore Decl. ¶ 18; Donkle Decl. ¶ 17; Gieck Decl. ¶ 14; Robbins Decl. ¶ 21; Stoflet Decl. ¶ 23. Following each of the trial decisions, Plaintiffs were sent copies of the decision and engaged in significant telephone conferences regarding the decisions, their import and impact. Chesemore Decl. ¶¶ 19, 21; Donkle Decl. ¶¶ 18, 20; Gieck Decl. ¶¶ 14, 15; Robbins Decl. ¶¶ 22, 23; Stoflet Decl. ¶¶ 24, 26.

Plaintiffs also participated in numerous discussions regarding settlement. Chesemore Decl. ¶ 22; Donkle Decl. ¶ 22; Gieck Decl. ¶ 17; Robbins Decl. ¶ 24; Stoflet Decl. ¶ 28. Prior to trial and during trial, there were settlement discussions and the Plaintiffs were not only informed

about these, but actively discussed the scope of settlement discussions with Class Counsel. *Id.* Ms. Chesemore, Mr. Donkle, Mr. Gieck, and Ms. Stoflet attended the mediation session with Magistrate Judge Openeer in September 2012. Chesemore Decl. ¶ 22; Donkle Decl. ¶ 21; Gieck Decl. ¶ 16; Stoflet Decl. ¶ 27. In connection with each of the settlements reached, Plaintiffs participated in a number of conference calls to discuss that settlement. Chesemore Decl. ¶ 22; Donkle Decl. ¶ 22; Gieck Decl. ¶ 17; Robbins Decl. ¶ 24; Stoflet Decl. ¶ 28. Mr. Donkle and Ms. Stoflet attended the mediation with Retired Judge Wayne Andersen. Donkle Decl. ¶ 23; Stoflet Decl. ¶ 28. Finally, Ms. Stoflet attended the hearing on the motion for preliminary approval of the settlements on February 18, 2014. Stoflet Decl. ¶ 29.

In short, these Class Representatives also invested considerable time in the case through their attendance at the Phase One and Phase Two trials, as well as their participation in the settlement negotiations with multiple Defendants that lasted for over a year. Each Class Representative showed extraordinary commitment to the case – and to the interests of the Class and Subclass – throughout the litigation.

III. The Class Benefitted Significantly from the Class Representatives' Efforts

There is no question that the efforts of the Class Representatives resulted in a substantial benefit to the rest of the Class. This was certainly not a case that was a "clear winner" – at least not in the eyes of Defendants, who did not make *any* settlement offer until shortly before trial and did not make more than a nuisance value settlement offer until after the case had been tried *twice*. Ultimately, the efforts of Plaintiffs resulted in this Court awarding $17.2 million plus prejudgment interest. *Chesemore v. Alliance Holdings, Inc.*, 948 F. Supp. 2d 928, 950 (W.D. Wis. 2013). These settlements will restore to the accounts of the members of the Subclass the amounts in their accounts prior to the 2007 Transaction plus some prejudgment interest. As

illustrated by the size of the Plaintiffs' ESOP accounts, this settlement will restore up to several *hundreds of thousands* of dollars to some of the members of the Class. Chesemore Decl. ¶ 4; Donkle Decl. ¶ 4; Gieck Decl. ¶ 4; Robbins Decl. ¶ 4; Stoflet Decl. ¶ 4. Plaintiffs have recovered for approximately 50% of what the Court concluded to be the amount of the Trachte ESOP's overpayment, and those amounts, minus fees and expenses, will be distributed to the Class. *See Chesemore*, 948 F. Supp. 2d at 944-45. Plaintiffs will have disgorged David Fenkell of the benefit that he received after taxes from the Phantom Stock Payment and most of his Alliance ESOP account, thereby depriving him of virtually any direct benefit he received from the 2007 Transaction. Partial Settlement Term Sheet with David B. Fenkell (ECF No. 908) at 2. Additionally, Plaintiffs have secured important relief for Trachte in the form of the return of the Sellers' Notes (as well as a portion of the Phantom Stock Payment), which will benefit the Class by helping to ensure that Trachte, in which the Class continues to have an ownership interest, continues to exist. Declaration of Jeff Burbach ¶¶ 12, 14. Finally, Plaintiffs have secured orders and agreements that none of the Defendants will ever again serve as fiduciaries of these ESOPs.

IV. The Size of the Requested Awards Are Appropriate

Class Representatives' work on behalf of Class Members – which amounts to a multi-year investment of time and a long-term commitment to the case – more than merits the incentive awards requested. In *Cook v. Niedert*, 142 F.3d 1004 (7th Cir. 1998), the Seventh Circuit affirmed the district court's grant of a $25,000 incentive award in an ERISA case to a plaintiff whose suit resulted in structural reforms to the plan and a $13 million recovery. *Id*. at 1016. Among the factors that the Seventh Circuit concluded was relevant was the fact that the plaintiff spent "hundreds of hours" with his attorneys in preparing the case, and that the plaintiff reasonably feared workplace retaliation due to his participation in the lawsuit. *Id*. Other courts

in this Circuit have awarded $25,000 to the class representatives in cases where those plaintiffs did far less, and had less at risk, than these Plaintiffs. *E.g.*, *Am. Int'l Grp., Inc. v. ACE INA Holdings, Inc.*, No. 07 CV 2898, 2012 WL 651727, at *17 (N.D. Ill. Feb. 28, 2012) (finding $25,000 award per plaintiff reasonable), *appeal dismissed*, 710 F.3d 754 (7th Cir. 2013); *Beesley*, 2014 WL 375432, at *4 (awarding $25,000 to each plaintiff in ERISA litigation); *Berger v. Xerox Corp. Ret. Income Guarantee Plan*, No. 00-584-DRH, 2004 WL 287902, at *3 (S.D. Ill. Jan. 22, 2004) (awarding incentive fees of $20,000 to each plaintiff).

There is no requirement that each class representative receive the same amount; indeed, courts should and do asses the contributions of different class representatives differently. *E.g.*, *Morlan v. Universal Guar. Life Ins. Co.*, No. Civ. 99-274-GPM, 2003 WL 22764868, at *2 (S.D. Ill. Nov. 20, 2003) (awarding $25,000 to one Class Representative, $20,000 each to two others, and $5,000 to a third); *In re Dun & Bradstreet Credit Services Customer Litig.*, 130 F.R.D. 366, 374 (S.D. Ohio 1990) (approving two incentive awards of $55,000 and three of $35,000 to the five class representatives). After the settlements were achieved, Class Counsel discussed the amount of the service award with Plaintiffs and both Class Counsel and the Class Representative uniformly agreed that one of the Plaintiffs deserved special recognition and remuneration for her commitment to the case and to the protection of the Class Members' interests – Nannette Stoflet.

Ms. Stoflet undertook the search for legal counsel for Class Members back in 2007, shortly after the 2007 Transaction occurred. Stoflet Decl. ¶¶ 8-9. After retaining Cohen Milstein, Ms. Stoflet assisted with reaching out to potential Class Representatives, and thereafter acted as an invaluable point of contact for Class Members and Class Counsel, all while she continued to work for Trachte. *Id.* ¶¶ 12, 16, 17, 23, 25, 28, 30. In December 2010, Ms. Stoflet was laid off from Trachte. Prior Stoflet Decl. (ECF No. 243) ¶¶ 4-5; Stoflet Decl. ¶¶ 3, 21. Ms.

Stoflet also testified at trial on behalf of Class Members. Stoflet Decl. ¶ 23. Following the trials, Ms. Stoflet participated in the settlement negotiation process, and attended both the mediation in Madison and in Chicago. *Id*. ¶ 27-29. In short, Ms. Stoflet has been consistently available to do whatever was necessary for this litigation.

As a result, Class Counsel recommends that each of the Class Representatives be awarded the following amounts:

- Nannette Stoflet: $25,000
- Carol Chesemore: $10,000
- Martin Robbins: $10,000
- Thomas Gieck: $10,000
- Daniel Donkle: $10,000

Because Class Representatives played an integral role in obtaining the significant relief in this case, they are deserving of incentive awards for their efforts.

CONCLUSION

For the foregoing reasons, Plaintiffs' motion should be granted.

Dated: June 12, 2014

Respectfully submitted,

/s/ R. Joseph Barton

R. Joseph Barton
Mary J. Bortscheller
COHEN MILSTEIN SELLERS & TOLL, PLLC
1100 New York Avenue, NW
East Tower, Suite 500
Washington, DC 20005-3934
(202) 408-4600 Telephone
(202) 408-4699 Facsimile
jbarton@cohenmilstein.com
mbortscheller@cohenmilstein.com

Marie A. Stanton
Andrew W. Erlandson
HURLEY, BURISH & STANTON, S.C.
33 East Main Street, Suite 400
Madison, WI 53703
(608) 257-0945 Telephone
(608) 257-5764 Facsimile
mstanton@hbslawfirm.com
aerlandson@hbslawfirm.com

Counsel for Plaintiffs & the Class