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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

BABAK HATAMIAN and LUSSA DENNJ
SALVATORE, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

ADVANCED MICRO DEVICES, INC.,
RORY P. READ, THOMAS J. SEIFERT,
RICHARD A. BERGMAN, AND LISA T.
SU,

Defendants.

CASE NO. 4:14-cv-00226-YGR (JSC)

CLASS ACTION

**CLASS COUNSEL'S NOTICE OF
MOTION AND MOTION FOR AN
AWARD OF ATTORNEYS' FEES AND
PAYMENT OF EXPENSES AND
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Date: February 27, 2018
Time: 2:00 p.m.
Place: Courtroom 1, 4th Floor
Judge: The Hon. Yvonne Gonzalez Rogers

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 28

1 **NOTICE OF MOTION**

2 TO: ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

3 PLEASE TAKE NOTICE that on February 27, 2018, at 2:00 p.m., or as soon thereafter
4 as they may be heard, Labaton Sucharow LLP (“Labaton Sucharow”) and Motley Rice LLC
5 (“Motley Rice,” and collectively with Labaton Sucharow, “Class Counsel”), on behalf of
6 themselves and all plaintiffs’ counsel, will move for an order: (i) awarding attorneys’ fees of
7 25% of the Settlement Fund; (ii) awarding payment of their litigation expenses; and (iii)
8 approving Class Representatives’ request for payment of their costs and expenses related to their
9 representation of the Class, pursuant to the Private Securities Litigation Reform Act of 1995
10 (“PSLRA”), 15 U.S.C. § 78u-4(a)(4).

11 This motion is based upon the following Memorandum in support thereof; the Joint
12 Declaration of Jonathan Gardner and James M. Hughes in Support of Class Representatives’
13 Motion for Final Approval of Class Action Settlement and Plan of Allocation and Class
14 Counsel’s Motion for an Award of Attorneys’ Fees and Payment of Expenses (“Joint
15 Declaration” or “Joint Decl.”), dated January 23, 2018, with annexed exhibits; the Stipulation
16 and Agreement of Settlement, dated as of October 9, 2017 (ECF No. 333-1) (“Stipulation”); all
17 of the prior pleadings and papers in this Action; and such additional information or argument as
18 may be required by the Court.

19 A proposed order will be submitted with Class Counsel’s reply submission on February
20 13, 2018, after the February 6, 2018 deadline for requesting exclusion or objecting has passed.

21 **STATEMENT OF ISSUES TO BE DECIDED**

- 22
- 23 1. Whether the Court should approve Class Counsel’s application for an award of
24 attorneys’ fees;
 - 25 2. Whether the Court should approve Class Counsel’s application for payment of
26 expenses; and
 - 27 3. Whether the Court should approve Class Representatives’ requests for payment of
28 their reasonable costs and expenses related to their representation of the Class, pursuant to the

1 PSLRA, 15 U.S.C. § 78u-4(a)(4).

2
3 **MEMORANDUM OF POINTS AND AUTHORITIES**

4 Class Counsel respectfully submit this memorandum of points and authorities in support
5 of their application, on behalf of all plaintiffs’ counsel, for: (i) an award of attorneys’ fees of
6 25% of the Settlement Fund; (ii) payment of their litigation expenses in the amount of
7 \$2,812,817.52; and (iii) reimbursement in the aggregate amount of \$23,223.25 to the Class
8 Representatives, for their representation of the Class, pursuant to the Private Securities Litigation
9 Reform Act of 1995 (“PSLRA”), 15 U.S.C. § 78u-4(a)(4).¹

10 **PRELIMINARY STATEMENT**

11 As detailed in the Stipulation, Advanced Micro Devices, Inc. (“AMD” or the
12 “Company”), Rory P. Read, Thomas J. Seifert, Richard A. Bergman, and Lisa T. Su
13 (collectively, the “Individual Defendants” and, with AMD, the “Defendants”) have agreed to pay
14 or cause to be paid \$29,500,000 to secure a settlement of the claims in this class action (the
15 “Settlement”). This recovery is a very good result for the Class when evaluated in light of all the
16 relevant circumstances – most notably the complicated nature of the claims and the risks of
17 pursuing the Action through a decision on summary judgment and trial.

18 Class Counsel have not received any compensation for their successful prosecution of
19 this case, which required four years of vigorous advocacy and approximately 62,765 hours of
20 time. Class Counsel respectfully request that plaintiffs’ counsel be awarded an attorneys’ fee of
21 25% of the Settlement Fund, which will include any accrued interest, and that they be paid out of
22 the Settlement Fund for litigation expenses in the amount of \$2,812,817.52. This 25% fee
23 request is consistent with the Ninth Circuit’s “benchmark” for contingent fees and, as discussed
24 below, would provide no multiplier of plaintiffs’ counsel’s lodestar. *See, e.g., In re Pac. Enters.*
25 *Sec. Litig.*, 47 F.3d 373, 379 (9th Cir. 1995) (“Twenty-five percent is the ‘benchmark’ that
26 district courts should award in common fund cases.”).

27
28 ¹ All capitalized terms not otherwise defined herein shall have the same meanings as those set forth in the Stipulation.

1 The requested fee has been approved by the Class Representatives, Arkansas Teacher
 2 Retirement System (“ATRS”) and KBC Asset Management NV (“KBC”). See Ex. 1 ¶¶6, 13; Ex.
 3 2 ¶¶6, 10.² The Class Representatives were actively involved in the litigation and believe that
 4 the Settlement represents a very good recovery for the Class. Ex. 1 ¶¶4-5, 13; Ex. 2 ¶¶4-5, 10.

5 As discussed herein, as well as in the Joint Declaration, it is respectfully submitted that
 6 the requested fee is fair and reasonable when considered under the applicable standards in the
 7 Ninth Circuit and is well within the range of awards in class actions in the Ninth Circuit and
 8 courts nationwide, particularly in view of the substantial risks of pursuing the Action, the
 9 considerable litigation efforts, and the results achieved for the Class. Moreover, the expenses
 10 requested are reasonable in amount and were necessarily incurred for the successful prosecution
 11 of the Action. As such, the requested fees and expenses should be awarded in full.

12 ARGUMENT

13 **I. CLASS COUNSEL’S REQUEST FOR ATTORNEYS’ FEES OF 25% OF THE 14 COMMON FUND SHOULD BE APPROVED**

15 **A. Counsel Are Entitled to an Award of Attorneys’ Fees 16 from the Common Fund**

17 It is well settled that attorneys who represent a class and achieve a benefit for class
 18 members are entitled to a reasonable fee as compensation for their services. The Supreme Court
 19 has recognized that “a lawyer who recovers a common fund for the benefit of persons other than
 20 himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.” *Boeing
 21 Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); see also *Vincent v. Reser*, No. C-11-03572 CRB,

22 ² All exhibits referenced herein are annexed to the Joint Declaration of Jonathan Gardner
 23 and James M. Hughes in Support of Class Representatives’ Motion for Final Approval of Class
 24 Action Settlement and Plan of Allocation and Class Counsel’s Motion for an Award of
 25 Attorneys’ Fees and Payment of Expenses (“Joint Declaration” or “Joint Decl.”). For clarity,
 26 citations to exhibits that themselves have attached exhibits, will be referenced herein as “Ex. __-
 27 __.” The first numerical reference is to the designation of the entire exhibit attached to the Joint
 28 Declaration and the second alphabetical reference is to the exhibit designation within the exhibit
 itself.

26 The Joint Declaration is an integral part of this motion and is incorporated herein by
 27 reference. For the sake of brevity, the Court is respectfully referred to the Joint Declaration for,
 28 *inter alia*, a detailed description of the allegations and claims, the procedural history of the
 Action, the risks faced by the Class in pursuing litigation, the negotiations that led to a
 settlement, and a description of the services provided by plaintiffs’ counsel.

1 2013 WL 621865, at *4 (N.D. Cal. Feb. 19, 2013) (quoting *Boeing*, 444 U.S. at 478). Indeed,
2 the Ninth Circuit has expressly reasoned that “a private plaintiff, or his attorney, whose efforts
3 create, discover, increase or preserve a fund to which others also have a claim is entitled to
4 recover from the fund the costs of his litigation, including attorneys’ fees.” *Vincent v. Hughes*
5 *Air W., Inc.*, 557 F.2d 759, 769 (9th Cir. 1977). The purpose of this rule, known as the “common
6 fund doctrine,” is to prevent unjust enrichment so that “those who benefit from the creation of
7 the fund should share the wealth with the lawyers whose skill and effort helped create it.” *In re*
8 *Wash. Pub. Power Supply Sys. Sec. Litig. (WPPSS)*, 19 F.3d 1291, 1300 (9th Cir. 1994), *aff’d in*
9 *part, Class Plaintiffs v. Jaffe Schlesinger P.A.* 19 F.3d 1306 (9th Cir. 1994).

10 **B. A Reasonable Percentage of the Fund Recovered Is the Appropriate**
11 **Method for Awarding Attorneys’ Fees in Common Fund Cases**

12 In *Blum v. Stenson*, 465 U.S. 886 (1984), the Supreme Court recognized that under the
13 common fund doctrine a reasonable fee may be based “on a percentage of the fund bestowed on
14 the class. . . .” *Id.* at 900 n.16. In this Circuit, a district court has discretion to award fees in
15 common fund cases based on either the so-called lodestar/multiplier method or the percentage-
16 of-the-fund method. *WPPSS*, 19 F.3d at 1296. However, the percentage-of-recovery method has
17 become the prevailing method in the Ninth Circuit. *See Vizcaino v. Microsoft Corp.*, 290 F.3d
18 1043 (9th Cir. 2002). Other circuits have similarly endorsed the percentage-of-recovery method.

19 The rationale for compensating counsel in common fund cases on a percentage basis is
20 sound. Principally, it more closely aligns the lawyers’ interest in being paid a fair fee with the
21 interest of the class in achieving the maximum possible recovery in the shortest amount of time.
22 Indeed, one of the nation’s leading scholars in the field of class actions and attorneys’ fees,
23 Professor Charles Silver of the University of Texas School of Law, has concluded that the
24 percentage method of awarding fees is the only method of fee awards that is consistent with class
25 members’ due process rights. Professor Silver notes:

26 *The consensus that the contingent percentage approach creates a closer harmony of*
27 *interests between class counsel and absent plaintiffs than the lodestar method is*
28 *strikingly broad.* It includes leading academics, researchers at the RAND Institute for
Civil Justice, and many judges, including those who contributed to the Manual for
Complex Litigation, the Report of the Federal Courts Study Committee, and the report of
the Third Circuit Task Force. Indeed, it is difficult to find anyone who contends

1 otherwise. No one writing in the field today is defending the lodestar on the ground that
 2 it minimizes conflicts between class counsel and absent claimants.

3 ***In view of this, it is as clear as it possibly can be that judges should not apply the***
 4 ***lodestar method in common fund class actions.*** The Due Process Clause requires them
 to minimize conflicts between absent claimants and their representatives. The contingent
 percentage approach accomplishes this.

5 Charles Silver, Class Actions In The Gulf South Symposium, *Due Process and the Lodestar*
 6 *Method: You Can't Get There From Here*, 74 Tul. L. Rev. 1809, 1819-20 (2000) (emphasis
 7 added and footnotes omitted). This is particularly appropriate in cases under the PSLRA where
 8 Congress recognized the propriety of the percentage method of fee awards. *See* 15 U.S.C. § 78u-
 9 4(a)(6) (“Total attorneys’ fees and expenses awarded by the court to counsel for the plaintiff
 10 class shall not exceed a reasonable percentage of the amount of any damages and prejudgment
 11 interest actually paid to the class”).

12 **C. Analysis Under the Percentage Method and the *Vizcaino* Factors**
 13 **Justify a Fee Award of 25% in this Case**

14 In *Paul, Johnson, Alston & Hunt v. Graulity*, 886 F.2d 268 (9th Cir. 1989), the Ninth
 15 Circuit established 25% of a common fund as the “benchmark” award for attorneys’ fees. *See*
 16 *also Torrissi v. Tucson Elec. Power Co.*, 8 F.3d 1370, 1376-77 (9th Cir. 1993) (reaffirming 25%
 17 benchmark); *Powers v. Eichen*, 229 F.3d 1249, 1256 (9th Cir. 2000) (same); *see also Destefano*
 18 *v. Zynga Inc.*, No. 12-cv-04007-JSC, 2016 WL 537946, at *17 (N.D. Cal. Feb. 11, 2016) (citing
 19 *Vizcaino*, 290 F.3d at 1047) (“In common fund cases, the ‘benchmark’ percentage award is 25
 20 percent of the recovery obtained, with 20 to 30 percent as the usual range.”)

21 The guiding principle in this Circuit is that a fee award be “reasonable under the
 22 circumstances.” *WPPSS*, 19 F.3d at 1296 (citation and emphasis omitted). In employing the
 23 percentage method, courts may perform a lodestar cross-check to confirm the reasonableness of
 24 the requested fee. *Vizcaino*, 290 F.3d at 1047 (affirming use of percentage method and applying
 25 the lodestar method as a cross-check). Here, as discussed in detail below, counsel have
 26 dedicated 62,765.80 hours to the prosecution of the case over the past four years, with a lodestar
 27 value of \$31,122,958.75. *See* Ex. 8. Accordingly the requested fee, if granted, would be a
 28 fraction of counsel’s lodestar in the case. Overall, in view of the substantial amount of work

1 dedicated to the case, the excellent result obtained, the contingent fee risk, the lodestar cross-
2 check, and other relevant factors, an award of 25% of the recovery obtained for the Class would
3 be appropriate under circumstances here.

4 The fee request readily satisfies the five *Vizcaino* factors that are often used by courts
5 within the Ninth Circuit to evaluate the reasonableness of a requested fee: (1) the result
6 achieved; (2) the risk of litigation; (3) the skill required and quality of the work; (4) awards made
7 in similar cases; and (5) the contingent nature of the fee and financial burden carried by counsel.
8 *Vizcaino*, 290 F.3d at 1048-50. The Ninth Circuit has explained that these factors should not be
9 used as a rigid checklist or weighed individually, but, rather, should be evaluated in light of the
10 totality of the circumstances. *Id.* As set forth below, all of the *Vizcaino* factors militate in favor
11 of approving the requested fee.

12 **1. The Result Achieved**

13 Courts have consistently recognized that the result achieved is an important factor to be
14 considered in making a fee award. *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983) (noting ‘the
15 most critical factor is the degree of success obtained’); *Vizcaino*, 290 F.3d at 1048 n.7 (noting
16 “[e]xceptional results are a relevant circumstance” in awarding attorneys’ fees). Class Counsel
17 submit that the \$29.5 million proposed Settlement is an excellent result for the Class, both
18 quantitatively and when considering the risk of a lesser (or no) recovery if the case proceeded
19 through a decision on summary judgment and trial.

20 The \$29.5 million Settlement compares very favorably to other securities fraud
21 settlements. As reported by Cornerstone, the median settlement amount in securities fraud cases
22 in 2016 was \$8.6 million and \$8.3 million from 1996 to 2015. *See* Laarni T. Bulan, Ellen M.
23 Ryan & Laura E. Simmons, *Securities Class Action Settlements: 2016 Review and Analysis*
24 (Cornerstone Research 2017), (Ex. 10) at 1.

25 In terms of potentially recoverable damages, the Settlement represents a recovery of
26 approximately 7% of the Class Representatives’ damages expert’s estimate of maximum
27 recoverable damages (\$430 million), assuming that the Class Representatives’ prevailed on all
28 claims, including all five alleged corrective disclosures. *See* Joint Decl. ¶¶5, 82. This

1 percentage of recovery compares well to recoveries in other securities class actions within the
2 Ninth Circuit. *See, e.g., In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1042 (N.D. Cal.
3 2008) (noting \$13.75 million settlement yielding 6% of potential damages after deducting fees
4 and costs was “higher than the median percentage of investor losses recovered in recent
5 shareholder class action settlements”) (citation omitted); *McPhail v. First Command Fin.*
6 *Planning, Inc.*, No. 05cv179-IEG- JMA, 2009 WL 839841, at *5 (S.D. Cal. Mar. 30, 2009)
7 (finding a \$12 million settlement recovering 7% of estimated damages was fair and adequate).

8 The recovery also compares favorably to recoveries achieved in cases in other Circuits.
9 *See, e.g., In re Merrill Lynch & Co., Research Reports Sec. Litig.*, No. 02 MDL 1484 (JFK),
10 2007 WL 313474, at *10 (S.D.N.Y. Feb. 1, 2007) (“The Settlement Fund is approximately \$40.3
11 million. The settlement thus represents a recovery of approximately 6.25% of estimated
12 damages. This is at the higher end of the range of reasonableness of recovery in class actions
13 securities litigations.”) (citation omitted). The Settlement also presents a superior recovery when
14 compared to the median percentage of estimated damages recovered in securities class action
15 settlements in 2016, as calculated by Cornerstone Research, which was reported to be 2.5% in
16 2016. *See Ex. 10 at 7, Figure 6.*

17 The Settlement Amount thus provides a very favorable percentage of recovery for the
18 Class.

19 2. The Risks of Litigation

20 The risk of further litigation is also an important factor in determining a fair fee award.
21 *Vizcaino*, 290 F.3d at 1048 (noting “[r]isk is a relevant circumstance” in awarding attorneys’
22 fees); *In re Pac. Enters. Sec. Litig.*, 47 F.3d at 379 (finding that attorneys’ fees were justified
23 “because of the complexity of the issues and the risks”); *see also Zynga*, 2016 WL 537946, at
24 *17 (approving requested fee and noting that “as to the second factor . . . the risks associated
25 with the case were substantial given the challenges of obtaining class certification and
26 establishing the falsity of the misrepresentations and loss causation”). As set forth in detail in
27 Section V. of the Joint Declaration, there is no question that the Class Representatives faced, and
28 Class Counsel resisted, formidable defenses to liability and damages. Although the Class

1 Representatives have prevailed at several stages of the litigation, including the motion to dismiss
2 and class certification, Defendants vehemently denied liability and there was no assurance that
3 Class Representatives' claims would survive Defendants' motion for summary judgment and
4 *Daubert* motions, let alone trial.

5 For instance, the Class Representatives faced substantial risks in ultimately proving that
6 Defendants' statements and omissions were false and misleading at the time that they were
7 made. Joint Decl. ¶¶71-73. Throughout the litigation, Class Counsel vigorously countered
8 Defendants' argument that the majority of the alleged false statements were inactionable puffery
9 or forward-looking statements protected by the PSLRA safe harbor. Defendants argued that
10 there is no objective standard by which to measure whether Llano yield was "good" and whether
11 demand for Llano was "strong" and that courts have consistently rejected claims based on similar
12 statements. Defendants would also point the jury to "cautionary language" in AMD's public
13 statements that warned of the risks of investing in AMD stock and of the risks associated with
14 AMD's financial projections. *Id.* ¶71.

15 The Class Representatives also faced challenges in proving that Defendants' alleged
16 misstatements were made with scienter, as required by the federal securities laws. *Id.* ¶¶74-76.
17 Defendants denied that the Class Representatives could prove that there was an intentional or
18 severely reckless violation of the Exchange Act. Among other things, Defendants would have
19 continued to argue that they did not know what would ultimately occur in late 2011 regarding
20 Llano supply, and, in particular, about the supply shortage that would emerge in 3Q11. Class
21 Counsel skillfully marshalled evidence that Defendants had information concerning the Llano
22 issues and that Defendants received reports, attended meetings, sent emails, and generally knew
23 about the issues with Llano, and that given the amount of information Defendants actually
24 reviewed and had access to that was contrary to public statements, Class Representatives would
25 ultimately be able to prove their claims. *Id.*

26 Class Counsel worked closely with their three testifying experts in the areas of loss
27 causation, materiality, damages, accounting, and the semiconductor industry. The Class
28 Representatives intended to rely heavily on their expert witnesses, to present opinions on

1 whether Defendants' statements were contrary to internal Company data and internal statements
2 as they relate to Llano yield and demand, among other things. *Id.*, *e.g.*, ¶48. Had Defendants
3 prevailed in excluding any of the experts' opinions or had the jury discounted certain opinions,
4 the presentation of many aspects of the Class Representatives' case would have been more
5 difficult. Moreover, presenting this complex evidence persuasively to a jury created its own
6 significant challenges, in addition to the risks inherently present in any "battle of the experts"
7 that would have ensued.

8 In addition, the Parties have asserted significantly different positions regarding loss
9 causation and damages. *Id.* ¶¶77-83. Defendants would principally have asserted that the
10 "corrective" disclosures do not correct the allegedly false statements. For example, Defendants
11 would argue that the only thing "corrected" by the statement on September 28, 2011 (the first
12 alleged corrective disclosure) announcing that AMD would fall short of its previously issued
13 guidance is AMD's 3Q11 earnings guidance, which plaintiffs do not challenge. *Id.* ¶¶78.
14 Moreover, Defendants' were adamant in their arguments that the opinions of Class
15 Representatives' damages and loss causation expert, Mr. Coffman must be excluded. If the
16 Court agreed with Defendants' motion, presenting Class Representative's arguments on these
17 issues would be exceptionally challenging. *See Nguyen v. Radiant Pharms. Corp.*, No. SACV
18 11-00406 DOC (MLGx), 2014 WL 1802293, at *2 (C.D. Cal. May 6, 2014) (approving
19 requested attorneys' fee and nothing the particular challenges of proving and calculating
20 damages).

21 Overall, the Class Representatives faced the significant possibility that the Court or a jury
22 would agree with Defendants' experts and, regardless of who would ultimately be successful at
23 trial, there is no doubt that both sides would have had to present complex and nuanced
24 information to a jury with no certainty as to the outcome. *See In re Omnivision*, 559 F. Supp. 2d
25 at 1047 (noting that the risk of litigation, including the ability to prove loss causation and the risk
26 that Defendants prevail on damages support the requested fee).

27 If not settled, the Class in this case faced the considerable risk of years of additional
28 litigation with no guarantee of a greater recovery. Class Counsel worked tirelessly to achieve a

1 significant result for the Class in the face of very real risks. Under these circumstances, the
2 requested fee is fully appropriate.

3 **3. The Skill Required and the Quality of Work**

4 Courts have recognized that the “prosecution and management of a complex national
5 class action requires unique legal skills and abilities.” *In re Heritage Bond Litig.*, No. 02-ML-
6 1475-DT (RCX), 2005 WL 1594389, at *12 (C.D. Cal. June 10, 2005) (citation omitted); *see*
7 *also Vizcaino*, 290 F.3d at 1048. ““This is particularly true in securities cases because the Private
8 Securities Litigation Reform Act makes it much more difficult for securities plaintiffs to get past
9 a motion to dismiss.”” *Zynga*, 2016 WL 537946, at *17 (quoting *Omnivision*, 559 F. Supp. 2d at
10 1047).

11 Here, in addition to the complexities of securities cases, the claims centered on the launch
12 of AMD’s “Llano” microprocessor, a processor that combined a Central Processing Unit with a
13 Graphics Processing Unit onto a single computer chip. Class Counsel worked very hard to
14 investigate, develop, and prove the claims that Defendants made materially false and misleading
15 statements and omissions concerning Llano’s production, launch, demand, sales, and margins,
16 among other things, allegedly in violation of the Securities and Exchange Act of 1934 and to the
17 detriment of the Class.

18 Class Counsel conducted its own proprietary investigation without the benefit of any
19 government investigation or admission to formulate their theory of the case and develop
20 sufficient facts to ultimately defeat Defendants’ motion to dismiss the CAC. As set forth in the
21 Joint Declaration, the investigation included, *inter alia*, reviewing and analyzing an extensive
22 amount of publicly available information and data concerning Defendants, including press
23 releases, news articles, transcripts, research reports, reports filed with the U.S. Securities and
24 Exchange Commission, publications concerning the microprocessor technology industry and
25 markets. The investigation also included the review of information provided by a consultant
26 with expertise in microprocessor fabrication, and the microprocessor market and Class Counsel’s
27 in-house investigators’ interviews of 64 former employees of AMD, GF, and AMD’s customers.
28 Joint Decl. ¶13.

1 Additionally, plaintiffs' counsel: (i) successfully moved for class certification; (ii)
2 engaged in extensive and diligent fact discovery, including (a) an extremely labor intensive meet
3 and confer process with Defendants on the scope of discovery which led to the production and
4 review of approximately 2.5 million pages of documents; and (b) participating in 34 depositions
5 (18 merits depositions (including each of the Individual Defendants), seven expert depositions,
6 seven confidential witness depositions, and two Class Representative depositions); (iii) engaged
7 in extensive and diligent expert discovery, including submission of expert and rebuttal reports
8 from three experts as well as the review and analysis of reports from Defendants' four experts;
9 (iv) opposed Defendants' motion for summary judgment and moved for partial summary
10 judgment as to certain statements; (v) exchanged *Daubert* motions with Defendants; and (vi)
11 engaged in thorough mediation efforts, which included the exchange of comprehensive
12 mediation statements, and two separate full-day mediation sessions. *Id.* §§III.E through V.

13 Class Counsel have extensive and significant experience in the highly specialized field of
14 securities class action litigation and are known leaders in the field. *See* Exs. 4-H & 5-H. Class
15 Counsel have not only used their knowledge and skill from prior cases but also developed
16 specific expertise in the issues presented here to overcome the obstacles presented by
17 Defendants. The favorable Settlement is attributable in large part to the diligence, determination,
18 hard work, and skill of Class Counsel, who developed, litigated, and successfully settled the
19 Action.

20 The quality of opposing counsel is also important in evaluating the quality of the work
21 done by Class Counsel. *See, e.g., Heritage Bond*, 2005 WL 1594389, at *12; *In re Equity*
22 *Funding Corp. Sec. Litig.*, 438 F. Supp. 1303, 1337 (C.D. Cal. 1977). Class Counsel were
23 opposed in this Action by very skilled and highly respected lawyers from Latham & Watkins
24 LLP and Cooley LLP, with well-deserved reputations for vigorous advocacy in the defense of
25 complex civil cases such as this. In the face of this formidable opposition, Class Counsel were
26 able to develop Class Representatives' case so as to persuade Defendants to settle the Action on
27 terms favorable to the Class.

28

1 **4. The Contingent Nature of the Fee and the Financial**
2 **Burden Carried by Plaintiffs' Counsel**

3 It has long been recognized that attorneys are entitled to a larger fee when their
4 compensation is contingent in nature. *See Vizcaino*, 290 F.3d at 1048-50; *Omnivision*, 559 F.
5 Supp. 2d at 1047 (“The importance of assuring adequate representation for plaintiffs who could
6 not otherwise afford competent attorneys justifies providing those attorneys who do accept
7 matters on a contingent-fee basis a larger fee than if they were billing by the hour or on a flat
8 fee.”); *see also Zynga*, 2016 WL 537946, at *18 (noting that “when counsel takes on a
9 contingency fee case and the litigation is protracted, the risk of non-payment after years of
10 litigation justifies a significant fee award”). The Supreme Court has emphasized that private
11 securities actions such as this provide “‘a most effective weapon in the enforcement’ of the
12 securities laws and are ‘a necessary supplement to [SEC] action.’” *Bateman Eichler, Hill*
13 *Richards, Inc. v. Berner*, 472 U.S. 299, 310 (1985) (citation omitted); *Tellabs, Inc. v. Makor*
14 *Issues & Rights, Ltd.*, 551 U.S. 308, 319 (2007) (noting that the court has long recognized that
15 meritorious private actions to enforce federal antifraud securities laws are an essential
16 supplement to criminal prosecutions and civil enforcement actions).³

17 Indeed, there have been many class actions in which plaintiffs’ counsel took on the risk
18 of pursuing claims on a contingency basis, expended thousands of hours and dollars, yet received
19 no remuneration whatsoever despite their diligence and expertise. *See, e.g., In re Oracle Corp.*
20 *Sec. Litig.*, No. C 01-00988 SI, 2009 WL 1709050 (N.D. Cal. June 19, 2009), *aff’d*, 627 F.3d 376
21 (9th Cir. 2010) (granting summary judgment to defendants after eight years of litigation, and
22 after plaintiff’s counsel incurred over \$6 million in expenses and worked over 100,000 hours,
23 representing a lodestar of approximately \$48 million). Class Counsel are aware of many other
24 hard-fought lawsuits where, because of the discovery of facts unknown when the case was

25 _____
26 ³ Additionally, vigorous private enforcement of the federal securities laws and state
27 corporation laws can only occur if private plaintiffs can obtain some semblance of parity in
28 representation with that available to large corporate defendants. If this important public policy is
 to be carried out, courts should award fees that will adequately compensate private plaintiffs’
 counsel, taking into account the enormous risks undertaken with a clear view of the economics of
 a securities class action.

1 commenced, changes in the law during the pendency of the case, or a decision of a judge or jury
2 following a trial on the merits, excellent professional efforts by members of the plaintiff's bar
3 produced no fee for counsel. *See, e.g., Ward v. Succession of Freeman*, 854 F.2d 780 (5th Cir.
4 1998) (reversing plaintiffs' jury verdict for securities fraud); *Robbins v. Koger Props., Inc.*, 116
5 F.3d 1441 (11th Cir. 1997) (reversing \$81 million jury verdict and dismissing case with
6 prejudice); *Anixter v. Home-Stake Prod. Co.*, 77 F.3d 1215 (10th Cir. 1996) (overturning
7 plaintiffs' verdict obtained after two decades of litigation); Joint Decl. ¶¶117-19. As the court in
8 *In re Xcel Energy, Inc. Securities, Derivative & ERISA Litigation*, 364 F. Supp. 2d 980 (D. Minn.
9 2005) recognized, "[p]recedent is replete with situations in which attorneys representing a class
10 have devoted substantial resources in terms of time and advanced costs yet have lost the case
11 despite their advocacy." *Id.* at 994 (citation omitted). Even plaintiffs who get past summary
12 judgment and succeed at trial may find a judgment in their favor overturned on appeal or on a
13 post-trial motion. *See, e.g., Glickenhous & Co. v. Household Int'l, Inc.*, 787 F.3d 408 (7th Cir.
14 2015) (reversing and remanding jury verdict of \$2.46 billion after 13 years of litigation on loss
15 causation grounds and error in jury instruction under *Janus Capital Grp., Inc. v. First Derivative*
16 *Traders*, 131 S.Ct. 2296 (2011)).

17 Here, because plaintiffs' counsel's fee was entirely contingent, the only certainty was that
18 there would be no fee without a successful result and that such result would only be realized after
19 significant amounts of time, effort, and expense had been expended. Unlike counsel for the
20 Defendants, who were paid substantial hourly rates and reimbursed for their out-of-pocket
21 expenses on a current basis, plaintiffs' counsel have received no compensation for their efforts
22 during the course of the Action. Indeed, absent this Settlement, there was a sizeable risk that, at
23 the end of the day, Class Members, as well as their counsel, would obtain no recovery.
24 Plaintiffs' counsel have risked non-payment of \$2,812,817.52 in expenses and \$31,122,958.75 in
25 time worked on this matter, knowing that if their efforts were not successful, no fee would be
26 paid.

1 **5. A 25% Fee Award Is the Ninth Circuit’s Benchmark and Is**
 2 **Comparable with Awards in Similar Cases**

3 In requesting a 25% fee, Class Counsel seek the benchmark that has been established by
 4 the Ninth Circuit. *Eichen*, 229 F.3d at 1256 (“We have also established twenty-five percent of
 5 the recovery as a ‘benchmark’ for attorneys’ fees calculations under the percentage-of-recovery
 6 approach.”) (citation omitted); *Zynga*, 2016 WL 537946, at *18 (“As to the fifth factor and
 7 awards in similar cases, several other courts—including courts in this District—have concluded
 8 that a 25 percent award was appropriate in complex securities class actions.”) (citation omitted).

9 Fee awards of 25% or more have been awarded in numerous securities settlements with
 10 comparable or even greater settlements, in district courts throughout the Ninth Circuit. *See, e.g.*,
 11 *Zynga*, 2016 WL 537946, at *17 (awarding 25% fee of \$23 million settlement); *Heritage Bond*,
 12 2005 WL 1594403, at *18 (awarding 33.33% fee of \$27,783,000 settlement); *In re Hewlett-*
 13 *Packard Co. Sec. Litig.*, Case No. SACV 11-1404-AG (RNBx), slip op. at 2-3 (C.D. Cal. Sept.
 14 15, 2014) (awarding 25% fee of \$57 million settlement) (Ex. 11); *In re PETCO Corp. Sec. Litig.*,
 15 No. 05-CV-0823 H (RBB), slip op. at 5-7 (S.D. Cal. Sept. 2, 2008) (awarding 25% fee of \$20.25
 16 million settlement) (Ex. 11); *Grasso v. Vitesse Semiconductor Corp.*, No. 06-CV-02639-R, slip
 17 op. at 3 (C.D. Cal. Nov. 17, 2008) (awarding 25% fee of approximately \$20 million settlement
 18 (cash and stock)) (Ex. 11); *In re Sunpower Sec. Litig.*, Case No. CV 09-5473-RS, slip op. at 1
 19 (N.D. Cal. July 3, 2013) (awarding 25% fee of \$19.7 million settlement) (Ex. 11); *In re*
 20 *Amazon.com, Inc. Sec. Litig.*, No. C-01-0358-L, slip op. at 2 (W.D. Wash. Nov. 11, 2005)
 21 (awarding 25% fee of \$27.7 million settlement) (Ex. 11).⁴

22 An examination of fee decisions in other federal jurisdictions in securities class actions
 23 with comparable settlements also shows that an award of 25% would be reasonable. *See, e.g.*,
 24 *Weston v. RCS Capital Corp. et al.*, No. 1:14-CV-10136-GBD, slip op. at 2 (S.D.N.Y. Sept. 28,
 25 2017) (awarding 30% fee of \$31 million settlement) (Ex. 11); *In re NII Holdings Inc. Sec. Litig.*,
 26 Civ. No. 1:14-cv-00227-LMB-JFA, slip op. at 2 (E.D. Va. Sept. 16, 2016) (awarding 25% fee of

27
 28 ⁴ A compendium of unreported slip opinions is submitted as Exhibit 11 to the Joint Declaration.

1 \$41.5 million settlement) (Ex. 11); *In re Celestica Inc. Sec. Litig.*, No. 07-cv-00312-GBD, slip
2 op. at 2 (S.D.N.Y. July 28, 2015) (awarding 30% fee of \$30 million settlement) (Ex. 11); *In re*
3 *OSG Sec. Litig.*, No. 1:12-cv-07948-SAS, slip op. at 1 (S.D.N.Y. Dec. 2, 2015) (awarding 30%
4 fee of \$31.6 million settlement) (Ex. 11).

5 Accordingly, it is respectfully submitted that the attorneys' fee requested here is well
6 within the range of fees awarded by district courts within the Ninth Circuit and in comparable
7 securities settlements nationwide.

8 **6. Reaction of the Class**

9 Although not articulated specifically in *Vizcaino*, district courts in the Ninth Circuit also
10 consider the reaction of the class when deciding whether to award the requested fee. *See*
11 *Heritage Bond*, 2005 WL 1594389, at *15 ("The presence or absence of objections . . . is also a
12 factor in determining the proper fee award."). A total of 222,130 copies of the Settlement Notice
13 and Claim Form have been sent to potential Class Members and the Court-approved Summary
14 Notice was published in *Investor's Business Daily* and transmitted over *PR Newswire*. *See* Joint
15 Decl. ¶¶92, 145; Ex. 3 ¶¶9, 11. In addition, the Stipulation and Settlement Notice, among other
16 documents, were posted to a website dedicated to the Action
17 (www.AMDSecuritiesLitigation.com). *Id.* ¶17. Although the objection deadline will not run
18 until February 6, 2018, to date no objections to the requested amount of attorneys' fees and
19 expenses have been received.⁵

20 **7. Lodestar Cross-Check**

21 Although an analysis of counsel's lodestar is not required for an award of attorneys' fees
22 in the Ninth Circuit, a cross-check of the fee request with plaintiffs' counsel's lodestar
23 demonstrates its reasonableness. *See Vizcaino*, 290 F.3d at 1048-50; *see also In re Coordinated*
24 *Pretrial Proceedings in Petroleum Prods. Antitrust Litig.*, 109 F.3d 602, 607 (9th Cir. 1997)
25 (comparing the lodestar fee to the percentage fee is an appropriate measure of a percentage fee's
26 reasonableness).

27
28 ⁵ Class Counsel will address any future objections to the request for attorneys' fees and
expenses in their reply papers, which will be filed with the Court by February 13, 2018.

1 Plaintiffs' counsel's combined "lodestar" is \$31,122,958.75 for work through January 12,
 2 2018, meaning that the requested fee, if awarded, would represent a significant negative
 3 "multiplier" of 0.24, or be just 24% of plaintiffs' counsel's combined lodestar. *See* Exs. 4-A; 5-
 4 A; 6-A; 7-A; and 8.⁶ The Ninth Circuit has recognized that attorneys in common fund cases are
 5 frequently awarded a *multiple* of their lodestar, rewarding them "for taking the risk of
 6 nonpayment by paying them a premium over their normal hourly rates for winning contingency
 7 cases." *Vizcaino*, 290 F.3d at 1051 (citation omitted). For example, the district court in *Vizcaino*
 8 approved a fee that reflected a multiple of 3.65 times counsel's lodestar. *Id.* The Ninth Circuit
 9 affirmed, holding that the district court correctly considered the range of multiples applied in
 10 common fund cases, and noting that a range of lodestar multiples from 1.0 to 4.0 are frequently
 11 awarded. *Id.*; *see also Steiner v. Am. Broad. Co.*, 248 F. App'x. 780, 783 (9th Cir. 2007) ("this
 12 multiplier [of 6.85] falls well within the range of multipliers that courts have allowed").

13 Courts have noted that a percentage fee that falls *below* counsel's lodestar supports the
 14 reasonableness of the award. *See, e.g., In re Portal Software, Inc. Sec. Litig.*, No. C-03-5138
 15 VRW, 2007 WL 4171201, at *16 (N.D. Cal. Nov. 26, 2007) ("negative multiplier suggest[s] that
 16 the requested percentage based fee is fair and reasonable"); *In re Amgen Inc. Sec. Litig.*, Case
 17 No. CV 7-2536 PSG (PLAx), 2016 WL 10571773, at *9 (C.D. Cal. Oct 25, 2016) (same); *In re*
 18 *Biolase, Inc. Sec. Litig.*, Case No. SACV 13-1300-JLS (FFMx), 2015 WL 12720318, at *8 (C.D.
 19 Cal. Oct. 13, 2015) (same). Moreover, a negative multiplier, like the negative multiplier here,
 20 means that Class Counsel are seeking to be paid "for only a portion of the hours that they
 21 expended on the action." *Amgen*, 2016 WL 10571773, at *9.

22 Plaintiffs' counsel's lodestar represents 62,765.80 hours of work at counsel's 2017 hourly
 23 rates.⁷ With respect to these rates, which range from \$510 to \$1050 per hour for partners, \$675
 24

25 ⁶ Plaintiffs' counsel's lodestar is also reported according to the category of work
 26 conducted. *See* Exs. 4-B; 5-B; 6-B; and 7-B.

27 ⁷ The Supreme Court and other courts have held that the use of current rates is proper since
 28 such rates compensate for inflation and the loss of use of funds. *See Missouri v. Jenkins*, 491
 U.S. 274, 283-84 (1989); *Rutti v. Lojack Corp. Inc.*, No. SACV 06-350 DOC JCX, 2012 WL
 3151077, at *11 (C.D. Cal. July 31, 2012) ("it is well-established that counsel is entitled to
 current, not historic, hourly rates") (citing *Jenkins*, 491 U.S. at 284).

1 to \$995 per hour for of counsels or senior counsels, and \$275 to \$800 per hour for other
2 attorneys, Class Counsel submit that they are comparable or less than those used by peer
3 defense-side law firms litigating matters of similar magnitude. Sample defense firm rates in
4 2017, gathered by Labaton Sucharow from bankruptcy court filings nationwide, often exceed
5 these rates. *See* Joint Decl. ¶127; Ex. 9.

6 Additional work will also be required of Class Counsel on an ongoing basis, including:
7 correspondence with Class Members; preparation for, and participation in, the final approval
8 hearing; supervising the claims administration process being conducted by the Claims
9 Administrator; moving for leave of the Court to distribute the Net Settlement Fund in accordance
10 with the recommendation of the Claims Administrator; and supervising the distribution of the
11 Net Settlement Fund to Class Members who have submitted valid Claim Forms. However, Class
12 Counsel will not seek payment for this additional work.

13 **II. PLAINTIFFS' COUNSEL'S EXPENSES ARE REASONABLE AND WERE**
14 **NECESSARY TO ACHIEVE THE BENEFIT OBTAINED**

15 Plaintiffs' counsel have incurred expenses in the aggregate amount of \$2,812,817.52 in
16 prosecuting the Action. Ex. 8. These expenses are outlined in counsel's declarations submitted
17 to the Court concurrently herewith. Exs. 4-C through G; 5-C through G; 6-C through D; and 7-
18 C.

19 As the *Vincent* court noted, “[a]ttorneys who created a common fund are entitled to the
20 reimbursement of expenses they advanced for the benefit of the class.” *Vincent v. Reser*, No. 11-
21 03572 (CRB), 2013 WL 621865, at *5 (N.D. Cal. Feb. 19, 2013) (citation omitted). In assessing
22 whether counsel's expenses are compensable in a common fund case, courts look to whether the
23 particular costs are of the type typically billed by attorneys to paying clients in the marketplace.
24 *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (“Harris may recover as part of the award of
25 attorney's fees those out-of-pocket expenses that ‘would normally be charged to a fee paying
26 client.’”) (citation omitted).

27 Here, the expenses sought by plaintiffs' counsel are of the type that are charged to hourly
28 paying clients and, therefore, should be paid out of the common fund. The main expense here

1 relates to work performed by Class Representatives' experts (\$1,680,536.26 or approximately
2 60% of total expenses). As discussed in the Joint Declaration, in addition to the expert report
3 prepared and utilized at the class certification stage (*see* Joint Decl. ¶¶27-29), Class
4 Representatives employed experts to opine and consult in areas concerning materiality, market
5 efficiency, causation, damages, forensic and technical accounting, as well as microprocessor chip
6 manufacturing, supply, and demand (*id.* ¶¶48-51, 53, 134). Class Counsel received crucial
7 advice and assistance from these experts throughout the course of the Action, from drafting the
8 CAC through discovery, the prolonged mediation process, and summary judgment. Class
9 Counsel utilized these experts in order to efficiently frame the issues, gather relevant evidence,
10 make a realistic assessment of provable damages, and structure a resolution of the Action. *Id.*

11 As explained above and in the Joint Declaration, a vast amount of fact discovery was
12 taken in the case, in addition to expert discovery. Class Counsel seek \$323,093.85 (11% of total
13 expenses) relating to litigation support services, such as the costs associated with electronic
14 discovery and adding hyperlinks to court filings. Expenses totaling \$133,871 (5% of total
15 expenses) were incurred in connection with the 34 depositions taken in the case, and in retaining
16 independent counsel for the confidential witnesses in the case (\$56,990.09). *Id.* ¶135.

17 Class Counsel was also required to work late hours and travel in connection with court
18 appearances, witness meetings, depositions, two mediations, and settlement-related hearings
19 (\$248,431 or 9% of aggregate expenses). *Id.* ¶136. Such expenses are reimbursable. *See In re*
20 *Immune Response Sec. Litig.*, 497 F. Supp. 2d 1166, 1177(S.D. Cal. 2007) (reimbursement for
21 travel expenses . . . is within the broad discretion of the Court).

22 Courts also routinely approve expenses associated with mediation (here \$35,147.23 for
23 Class Counsel's share). *See, e.g., Franco v. Ruiz Food Prods., Inc.*, No. 1:10-cv-02354-SKO,
24 2012 WL 5941801, at *22 (E.D. Cal. Nov. 27, 2012) (noting that mediation fees are among the
25 "types of fees" that are "routinely reimbursed. The work done by the mediators was crucial to
26 the resolution of the Action. *See* Joint Decl. ¶138.

27 The expenses here also include the costs of factual and legal research (\$73,218 or 3% of
28 total expenses). *Id.* ¶137. These are the charges for primarily computerized factual and legal

1 research services such as LEXIS/Nexis and Westlaw. It is standard practice for attorneys to use
 2 LEXIS/Nexis and Westlaw to assist them in researching legal and factual issues and
 3 reimbursement is proper. *See Immune Response*, 497 F. Supp. 2d at 1177.

4 In sum, plaintiffs' counsel's expenses, in an aggregate amount of \$2,812,817.52, were
 5 reasonable and necessary to the prosecution of the Action and should be approved.⁸

6 **III. CLASS REPRESENTATIVES' REQUEST FOR PSLRA REIMBURSEMENT**

7 The PSLRA, 15 U.S.C. § 78u-4(a)(4), limits a class representative's recovery to an
 8 amount "equal, on a per share basis, to the portion of the final judgment or settlement awarded to
 9 all other members of the class," but also provides that "[n]othing in this paragraph shall be
 10 construed to limit the award of reasonable costs and expenses (including lost wages) directly
 11 relating to the representation of the class to any representative party serving on behalf of a class."
 12 Here, as detailed in their respective declarations, attached as Exhibits 1 and 2 to the Joint
 13 Declaration, Class Representatives are seeking the aggregate amount of \$23,223.25 in expenses
 14 related to their active participation in the Action.⁹ Each Class Representative assisted with
 15 discovery efforts, produced documents, had a representative be deposed, and ATRS attended
 16 both mediation sessions.

17 Many cases have approved reasonable payments to compensate class representatives for
 18 the time, effort, and expenses devoted by them on behalf of a class. *See, e.g., Hewlett-Packard*,
 19 Case No. SACV 11-1404-AG (RNBx), slip op. at 2-3 (awarding costs and expenses to four class
 20 representatives in the amount of \$5,654.61, \$2,922.24; \$4,970.00; \$6,570.00, respectively) (Ex.
 21 11); *In re Broadcom Corp. Class Action Litig.*, No. CV-06-5036-R (CWx) (C.D. Cal. Dec. 4,
 22 2012), slip op. at 2 (awarding costs and expenses to class representative in the amount of
 23 \$21,087 (Ex. 11); *McPhail*, 2009 WL 839841, at *8 (approving awards to six class

24 _____
 25 ⁸ At the October 24, 2017 preliminary approval hearing, the Court indicated that it would
 26 like additional information about the Claims Administrator's estimate of its fees and costs in
 27 connection with the Settlement. That information is provided in Exhibit 3 (¶¶22-24) submitted
 28 herewith. Such fees and costs are payable from the Settlement Fund pursuant to ¶¶19-20 of the
 Stipulation.

⁹ This total is broken down as follows: (i) ATRS - \$8,348.25 based on 104 hours dedicated
 to the case at rates ranging from \$41.75 per hour to \$108.91 per hour; and (ii) KBC - \$14,875
 based on 106.25 hours dedicated to the case at \$140 per hour.

1 representatives ranging from \$923.20 to \$10,422.30 and noting that “the requested
2 reimbursement is consistent with payments in similar securities cases”). As explained in one
3 decision, courts “award such costs and expenses to both reimburse named plaintiffs for expenses
4 incurred through their involvement with the action and lost wages, as well as provide an
5 incentive for such plaintiffs to remain involved in the litigation and incur such expenses in the
6 first place.” *Hicks v. Stanley*, No. 01 Civ. 10071(RJH), 2005 WL 2757792, at *10 (S.D.N.Y.
7 Oct. 24, 2005).

8 Class Counsel and the Class Representatives respectfully submit that the amounts sought
9 here are eminently reasonable based on the requesting parties’ active involvement in the Action
10 from inception to settlement. *See* Exs. 1 and 2.

11 **CONCLUSION**

12 For all the foregoing reasons, Class Counsel respectfully request that the Court award
13 attorneys’ fees of 25% of the Settlement Fund, litigation expenses in the amount of
14 \$2,812,817.52, and PSLRA reimbursement to KBC in the amount of \$14,875 and ATRS in the
15 amount of \$8,348.25.

16 Dated: January 23, 2018

Respectfully submitted,

17 *s/ Jonathan Gardner*

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CERTIFICATE OF SERVICE

I hereby certify that on January 23, 2018, I authorized the electronic filing of the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the e-mail addresses denoted on the attached Electronic Mail Notice List, and I hereby certify that I have mailed the foregoing document or paper via the United States Postal Service to the non-CM/ECF participants indicated on the attached Service List.

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

Executed on January 23, 2018

/s/ Jonathan Gardner
JONATHAN GARDNER

1 **Mailing Information for a Case 4:14-cv-00226-YGR**

2 *Hatamian et al. v. Advanced Micro Devices, Inc. et al.*

3 **Electronic Mail Notice List**

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25 **Manual Notice List**

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- 28 (No manual recipients)