

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

IN RE MEXICAN GOVERNMENT BONDS
ANTITRUST LITIGATION

Master Docket No. 18-cv-02830

THIS DOCUMENT RELATES TO:

ALL ACTIONS

**PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF THEIR MOTION FOR
RECONSIDERATION UNDER FEDERAL RULE OF CIVIL PROCEDURE 54(B)**

TABLE OF CONTENTS

STANDARD OF REVIEW 1

ARGUMENT 2

 A. The Court Applied a Causal Test in *MGB II*. 2

 B. *Ford* Rejected a “Causation-Only” Approach and Confirms that a Defendant is Subject to Specific Personal Jurisdiction for Claims by Forum Residents that Have Some Relationship to the Defendant’s Contacts with the Forum. 3

 C. Defendants are Subject to Specific Personal Jurisdiction under *Ford* because Plaintiffs’ Claims Relate to Defendants’ Sale and Marketing of Mexican Government Bonds in the United States 5

 1. Defendants Served the U.S. Market for Mexican Government Bonds..... 5

 2. The Relationship Between Plaintiffs' Claims and Defendants' Forum Contacts is Even Stronger Here than in *Ford*..... 7

CONCLUSION 10

Plaintiffs respectfully submit this memorandum of law in support of their motion under FED. R. CIV. P. 54(b) for reconsideration of the Court’s personal jurisdiction ruling in *In re Mexican Gov’t Bonds Antitrust Litig.*, No. 18-CV-2830 (JPO), 2020 WL 7046837 (S.D.N.Y. Nov. 30, 2020) (“*MGB IP*”).

The United States Supreme Court’s March 25, 2021 decision in *Ford Motor Co. v. Montana Eighth Jud. Dist. Ct.*, 141 S. Ct. 1017 (2021) (“*Ford*”) creates an “intervening change of controlling law” that requires this Court to revisit its personal jurisdiction ruling in *MGB II* and now find that Defendants¹ are subject to personal jurisdiction in this Court.

STANDARD OF REVIEW

Rule 54(b) provides that “any order or other decision” that does not fully resolve an action “may be revised at any time before the entry of judgment adjudicating all the claims and all the parties’ rights and liabilities.” Fed. R. Civ. P. 54(b); *see also Virgin Atl. Airways, Ltd. v. Nat’l Mediation Bd.*, 956 F.2d 1245, 1255 (2d Cir. 1992).² Courts can and should reconsider earlier decisions where

¹ Defendants are the entities named in the Second Consolidated Amended Class Action Complaint, ECF No. 163 (“SAC” or “¶”), which have appeared in this action and have not reached a settlement agreement with Plaintiffs. These Defendants are: Bank of America México, S.A., Institución de Banca Múltiple (“Bank of America Mexico”); BBVA Bancomer S.A., Institución de Banca Múltiple, Grupo Financiero BBVA Bancomer (“BBVA-Bancomer”); Banco Nacional de México, S.A., Institución de Banca Múltiple, Grupo Financiero Banamex (“Citibanamex”); Deutsche Bank México, S.A., Institución de Banca Múltiple (“Deutsche Bank Mexico”); HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC (“HSBC Mexico”); and Banco Santander (México), S.A., Institución de Banca Múltiple, Grupo Financiero Santander México (“Santander Mexico”).

² The Court has not entered a final judgment “adjudicating all the claims and all the parties’ rights and liabilities.” *See* Fed. R. Civ. P. 54(b). Thus, Rule 54(b) applies here rather than Rule 60(b), which applies where a party seeks relief “from a *final* judgment, order, or proceeding.” Fed. R. Civ. P. 60(b); *see also id.* Advisory Committee Notes (“The addition of the qualifying word “final” emphasizes the character of the judgments, orders or proceedings from which Rule 60(b) affords relief; and hence interlocutory judgments are not brought within the restrictions of the rule, but rather they are left subject to the complete power of the court rendering them to afford such relief from them as justice requires.”); *accord Freidus v. ING Groep N.V.*, No. 09 CIV.1049 LAK, 2011 WL 4056743, at *1 (S.D.N.Y. Mar. 29, 2011) (*rev’d on other grounds*) (reconsidering prior ruling under Rule

there is “an intervening change of controlling law, the availability of new evidence, or the need to correct a clear error or prevent a manifest injustice.” *Official Comm. of the Unsecured Creditors of Color Tile, Inc. v. Coopers & Lybrand, LLP*, 322 F.3d 147, 167 (2d Cir. 2003) (citation omitted); *see also Jacob v. Duane Reade, Inc.*, 293 F.R.D. 578, 580 (S.D.N.Y. 2013) (granting reconsideration based on intervening Supreme Court decision).

ARGUMENT

A. The Court Applied a Causal Test in *MGB II*.

The Supreme Court’s decision in *Ford* is an “an intervening change of controlling law” that warrants relief under Rule 54(b). In *MGB II*, the Court dismissed Plaintiffs’ claims against Defendants on the sole ground that exercising specific personal jurisdiction over Defendants would not comport with constitutional due process under the Court’s view of Second Circuit law. *See MGB II*, 2020 WL 7046837, at *2-5 (*citing Charles Schwab Corp. v. Bank of Am. Corp.*, 883 F.3d 68 (2d Cir. 2018) (“*Schwab*”)). Specifically, the Court applied *Schwab*’s statement that the Second Circuit generally “require[s] that the plaintiff show some sort of causal relationship between a defendant’s U.S. contacts and the episode in suit.” *MGB II*, 2020 WL 7046837, at *3. The Court ultimately determined that *Schwab* required Plaintiffs to allege “in-forum contacts that bear a causal relationship to defendants’ *wrongdoing*, not merely to plaintiff’s *harm*.” *Id.* After reaching this conclusion, the Court expressly acknowledged that the pending decision in *Ford* may bear directly on the issue of personal jurisdiction in this case:

One may fairly question the wisdom of *Schwab*’s parsimonious approach to personal jurisdiction, particularly in light of arguably more generous attitude the Supreme Court has taken in the cases *Schwab* purports to interpret. *See generally Calder*, 465 U.S. 783. And clarity on this score may be in the offing: the Supreme Court is currently considering the extent to which due process

54(b) based on change of controlling law); *Palin v. New York Times Co.*, No. 17-CV-4853 (JSR), 2020 WL 7711593, at *1 (S.D.N.Y. Dec. 29, 2020) (same).

requires a causal nexus between defendants' contacts in the forum and the claims. *See Petition for a Writ of Certiorari, Ford Motor Company v. Bandemer*, No. 19-368, 2019 WL 4598227 (U.S. Sept. 18, 2019). But unless and until the Supreme Court weighs in, this Court is bound to apply the Second Circuit's precedents faithfully and to give their reasoning full effect.

MGB II, 2020 WL 7046837, at *5.

As the Court anticipated, *Ford* has clarified the law of specific personal jurisdiction with a more generous view in contrast to the “parsimonious” standard the Second Circuit articulated in *Schwab*. In *Ford*, the Court expressly and unambiguously held that due process does not require a “causal relationship” between a defendant’s forum contacts and any element of the plaintiff’s claims. 141 S. Ct. at 1029 (finding personal jurisdiction over defendant Ford even though “[t]he plaintiffs here did not in fact establish, or even allege, such causal links.”). This holding changes the law in this Circuit as the Court applied it in *MGB II*. *See* 2020 WL 7046837, at *3. A plaintiff is no longer required to allege forum contacts that “bear a causal relationship” with any element of the plaintiff’s claims—let alone defendant’s wrongdoing specifically—because “some relationships [between a defendant and the forum] will support jurisdiction without a causal showing.” *See Ford*, 141 S. Ct. at 1026 (rejecting a “causation-only” approach to personal jurisdiction). Instead, “when a company like Ford serves a market for a product in a [forum] and that product causes injury in the [forum] to one of its residents, the [forum’s] courts may entertain the resulting suit.” *Id.* at 1022.

B. *Ford* Rejected a “Causation-Only” Approach and Confirms that a Defendant is Subject to Specific Personal Jurisdiction for Claims by Forum Residents that Have Some Relationship to the Defendant’s Contacts with the Forum.

The plaintiff in *Ford* was a Minnesota resident injured in Minnesota while riding as a passenger in a friend’s allegedly defective Ford Crown Victoria.³ 141 S. Ct. at 1022. He sued Ford in

³ *Ford* also affirmed the Montana Supreme Court’s decision to exercise specific personal jurisdiction in a consolidated case involving a similar fact pattern.

Minnesota, alleging that a design defect in the car prevented the airbag from deploying properly when his friend crashed the vehicle. *Id.* Ford served the market for cars in Minnesota by advertising, selling, and servicing cars—including Crown Victorias—and related products there. *Id.* at 1026. However, Ford did not sell the specific vehicle involved in the accident in that State, nor did it design or manufacture Crown Victorias there. *Id.* Ford argued that its efforts to serve the Minnesota market could not establish specific personal jurisdiction because its contacts with the forum, *i.e.*, Ford’s marketing and servicing of cars in Minnesota, did not have a causal relationship with or otherwise give rise to the plaintiff’s claims. *Id.* at 1026.

The Supreme Court unequivocally rejected Ford’s argument, finding that Ford’s advertising, sales, and service of cars in Minnesota—including Crown Victorias—were sufficient to confer personal jurisdiction over Ford in Minnesota for suits related to those vehicles. *Ford*, 141 S. Ct. at 1029-1030 (explaining that exercising personal jurisdiction “treats Ford fairly” because “[i]n conducting so much business in . . . Minnesota, Ford ‘enjoys the benefits and protection of [Minnesota’s] laws’—the enforcement of contracts, the defense of property, [and] the resulting formation of effective markets.”). It was of no consequence to the Supreme Court’s personal jurisdiction analysis that Ford did not manufacture Crown Victorias generally, or the specific Crown Victoria involved in the accident, in Minnesota. *Id.* As the Court explained, “our most common formulation” of the specific personal jurisdiction test “demands that the suit ‘arise out of *or* relate to the defendant’s contacts with the forum,’” *id.* at 1026 (emphasis added), and Ford’s causation-only test for personal jurisdiction ignored “the back half, after the ‘or,’” part of the test which contemplates that “some relationships” between a defendant and the forum will support personal jurisdiction “without a causal showing.” *Id.* at 1026.

Because Ford “served a market” for Crown Victorias in Minnesota, Ford could “reasonably anticipate” being haled into Minnesota courts to defend actions by Minnesota residents related to

Crown Victorias. *Id.* at 1027. The conceded lack of a causal relationship between Ford’s contacts and the plaintiff’s claims did not matter because Ford’s purposeful availment of Minnesota’s market for products related to those at issue in the lawsuits created “reciprocal obligations—most relevant here, that the car models Ford so extensively markets in . . . Minnesota be safe for their citizens to use there.” *See id.* at 1029-1030 (rejecting “Ford’s demand for an exclusively causal test of connection—which we have already shown is inconsistent with our caselaw.”). Under *Ford*, where the plaintiff is a forum resident alleging an in-forum injury, the court has jurisdiction over the defendant with respect to lawsuits “related to” the type of business activity the defendant conducts in the forum.⁴

C. Defendants are Subject to Specific Personal Jurisdiction under *Ford* because Plaintiffs’ Claims Relate to Defendants’ Sale and Marketing of Mexican Government Bonds in the United States.

1. Defendants Served the U.S. Market for Mexican Government Bonds.

It is worth noting at the outset that the Defendants’ billions of dollars in Mexican Government Bond (“MGB”) commerce in the United States dwarfs the level of commerce that the Court found sufficient to establish that Ford “continuously and deliberately exploited” the Minnesota market for Crown Victorias.⁵ While “continuous[] and deliberate[] exploitation” of a

⁴ Where, as here, “a civil case arises under federal law and a federal statute authorizes nationwide service of process, the relevant contacts for determining personal jurisdiction are contacts with the United States as a whole” under the Fifth Amendment’s due process clause. *See, e.g., Sonterra Capital Master Fund Ltd. v. Credit Suisse Grp. AG*, 277 F. Supp. 3d 521, 589 (S.D.N.Y. 2017). Although the analysis in *Ford* concerned Ford’s contacts with Minnesota and Montana under the Fourteenth Amendment’s due process clause, “the due process analysis is basically the same under both the Fifth and Fourteenth Amendments.” *Chew v. Dietrich*, 143 F.3d 24, 28 n.4 (2d Cir. 1998). “The principal difference is that under the Fifth Amendment the court can consider the defendant’s contacts throughout the United States, while under the Fourteenth Amendment only the contacts with the forum state may be considered.” *Id.*

⁵ Jurisdictional discovery in *Ford* established that Ford sold “approximately 2,100 1994 model year Crown Victoria vehicles to dealerships in Minnesota” out of “approximately 54,424” that it sold to dealerships nationwide. J. App’x at 101, *Ford Motor Co. v. Montana Eighth Jud. Dist. Ct.*, Nos. 19-368 and 19-369 (Feb. 28, 2020). Here, Defendants used their positions as members of the Bank of

forum’s market is not necessary to establish specific personal jurisdiction, *see Ford*, 141 S. Ct. at 1026 (holding that “*some relationships* will support jurisdiction without a causal showing”) (emphasis added), it is plainly sufficient. *See id.* at 1025 (explaining that courts have specific personal jurisdiction where a defendant “reached out beyond its home—by, for example, ‘exploit[ing] a market’ in the forum State or entering a contractual relationship centered there.”).

The facts alleged here exceed those that the Court found sufficient to establish purposeful availment in *Ford*. *See MGB II*, 2020 WL 7046837, at *1 (crediting allegations that the Defendants engaged in “United States MGB over-the-counter trading.”). The SAC includes allegations that each Defendant’s MGB traders:⁶ (1) generated and distributed trade ideas and information about the MGB market to sales employees in New York operating as part of the same internal division, *see* ¶¶ 71-80; ¶ 112 (Santander Mexico); ¶¶ 127-135 (BBVA-Bancomer), ¶¶ 154, 158 (Citibanamex), ¶ 178 (Deutsche Bank Mexico), ¶¶ 198-200 (HSBC Mexico), ¶¶ 218, 408 (Bank of America Mexico); (2) regularly distributed marketing materials into the United States to encourage U.S. investors to trade MGBs from the United States, *see* ¶¶ 106-112 (Santander Mexico); ¶¶ 126-136 (BBVA-Bancomer); ¶¶ 151-158 (Citibanamex); ¶¶ 172-178 (Deutsche Bank); ¶¶ 193-200 (HSBC Mexico); ¶¶ 212-218 (Bank of America Mexico); (3) sent MGB traders into the United States to meet with important

Mexico’s exclusive MGB Market Maker Program to market and sell tens of billions of dollars’ worth of MGBs to investors in the United States during the Class Period. *See* ¶¶ 100-105 (alleging that Defendants’ marketing and sales activities resulted in MGB holdings in the United States surpassing \$100 billion by 2014).

⁶ In *Ford*, the plaintiffs had taken jurisdictional discovery. *See* Brief for Petitioner at 47, *Ford Motor Co. v. Montana Eighth Jud. Dist. Ct.*, Nos. 19-368 and 19-369 (Feb. 28, 2020). Here, Plaintiffs face a lower burden to “persuade the court only that [their] factual allegations constitute a *prima facie* showing of jurisdiction.” *Dorchester Fin. Sec., Inc. v. Banco BRJ, S.A.*, 722 F.3d 81, 85 (2d Cir. 2013). To the extent the Court determines that the allegations in the SAC do not establish specific personal jurisdiction over any Defendant, Plaintiffs respectfully renew their request to take jurisdictional discovery to elicit further facts showing that each Defendant deliberately served the U.S. market for MGBs (e.g., facts concerning the specific volume of MGBs that each Defendant distributed into the United States during the Class Period). *See* ECF No. 201.

MGB customers in person, *see* ¶¶ 256-270; (4) priced every MGB transaction entered into by a U.S.-based customer and sent those prices to a sales affiliate in the United States for customer approval, *see* ¶¶ 114-116 (Santander Mexico); ¶¶ 138-140 (BBVA-Bancomer); ¶¶ 159-162 (Citibanamex); ¶¶ 179-182 (Deutsche Bank Mexico); ¶¶ 201-204 (HSBC Mexico); ¶¶ 219-222 (Bank of America Mexico); and (5) delivered MGB inventory and cash to and from New York to fulfill customer orders. *See* ¶¶ 117-121 (Santander Mexico); ¶¶ 141-145 (BBVA-Bancomer); ¶¶ 163-166 (Citibanamex); ¶¶ 182-186 (Deutsche Bank Mexico); ¶¶ 204-207 (HSBC Mexico); ¶¶ 222-226 (Bank of America Mexico). *See also* Pls.’ PJ Opp’n at 3-7, ECF No. 201 (summarizing Defendants’ alleged jurisdictional contacts reflecting their activities in the U.S. MGB market). Defendants then collected the proceeds from each U.S.-based customer trade and recorded the resulting gain or loss in their records. *See* ¶ 120 (Santander Mexico); ¶ 144 (BBVA-Bancomer); ¶ 164 (Citibanamex); ¶ 184 (Deutsche Bank Mexico); ¶ 205 (HSBC Mexico); ¶ 223 (Bank of America Mexico). These allegations are easily sufficient to establish that each Defendant served the U.S. market for MGBs, and thus purposefully availed themselves of the forum. *See Ford*, 141 S. Ct. at 1026-1028.

2. The Relationship Between Plaintiffs’ Claims and Defendants’ Forum Contacts is Even Stronger Here than in *Ford*.

The plaintiff’s suit in *Ford* was based on injuries suffered in Minnesota while riding in a Ford car and was therefore sufficiently “related to” Ford’s marketing, servicing, and sales of those vehicles there, even though “without Ford’s Minnesota contacts the plaintiff[s] claims would be just the same.” *Ford*, 141 S. Ct. at 1029. The connection between Plaintiffs’ claims and the Defendants’ forum contacts is far stronger here because Plaintiffs allege that they and other members of the Class suffered injuries in the United States when they were overcharged or underpaid for the very MGBs that the Defendants marketed and sold in the United States. ¶¶ 14-21, 66, 104. Under *Ford*, Defendants’ purposeful availing of the U.S. market for MGBs establishes specific personal

jurisdiction because this conduct “created reciprocal obligations” that they can be haled into this Court to defend claims for injuries sustained by Plaintiffs and others who were harmed when transacting MGBs in the United States. *See Ford*, 141 S. Ct. at 1029-1030.

The *Ford* Court harmonized *Bristol-Myers Squibb Co. v. Superior Court of Cal., San Francisco Cty.*, 137 S. Ct. 1773 (2017), by explaining that, unlike the plaintiffs in *Ford*, the plaintiffs in *Bristol-Myers* had neither purchased the product at issue nor been injured in the forum. *See Ford*, 141 S. Ct. at 1031 (“That is not at all true of the cases before us. Yes, *Ford* sold the specific products in other States, as *Bristol-Myers Squibb* had. But here, the plaintiffs are residents of the forum States. They used the allegedly defective products in the forum States. And they suffered injuries when those products malfunctioned in the forum States.”). Here, as in *Ford*, Plaintiffs suffered injury in the forum. ¶¶ 14-21 (alleging that Plaintiffs were overcharged and underpaid on U.S.-based MGB trades). Moreover, each Defendant maintained the sales desk through which Plaintiffs purchased the bonds at issue in New York. ¶¶ 76-77. Accordingly, there is an “affiliation between [this] forum and the underlying controversy” that allows the Court to exercise specific personal jurisdiction. *See Ford*, 141 S. Ct. at 1031 (quoting *Bristol-Myers*, 137 S. Ct. at 1779-1780).

Ford also confirms that the Court has specific personal jurisdiction over Defendants based on their use of New York-based sales affiliates organized under the same internal business division to serve the U.S. MGB market. *See* Pls.’ PJ Opp’n at 3-4, ECF No. 201, at 3-4. *Ford* holds that a defendant’s efforts to serve a market in the forum either “directly or indirectly,” such as through corporate affiliates, constitutes purposeful availment. *See Ford*, 141 S. Ct. at 1027 (quoting *World-Wide Volkswagen Corp. v. Woodson*, 444 U. S. 286, 297 (1980)). The Court’s reasoning makes clear that when companies like Defendants, “seeking to do business, enter[] through the front door,” they cannot use corporate formalities to “escape through the back.” *Ford*, 141 S. Ct. at 1039 (Gorsuch, J., concurring in judgment); *see also id.* at 1037 (explaining that the Court’s reasoning would find specific

personal jurisdiction over corporations based in one forum that, “when confronted with lawsuits in the second forum, [] sought to hide behind their foreign charters and deny their presence. Really, their strategy was to do business without being seen to do business.”). For example, it made no difference that Ford sold and serviced cars and parts in Minnesota through “franchised independent dealerships” rather than directly to consumers.⁷ *See Ford*, 141 S. Ct. at 1028 (finding that Ford purposefully availed itself of Minnesota’s market because “[Ford’s] dealers in . . . Minnesota (as elsewhere) regularly maintain and repair Ford cars, including those whose warranties have long since expired. And the company distributes replacement parts both to its own dealers and to independent auto shops in the . . . State[].”). The same is true of Defendants here. *See* Pls.’ PJ Opp’n at 3-4, ECF No. 201 (explaining that Defendants exploited the U.S. market for MGBs both directly and through New York-based sales affiliates).⁸

Ford also confirms that the Court has specific personal jurisdiction over Defendants even if some of the relevant misconduct (e.g. the chatroom communications evidencing price-fixing quoted in the SAC) occurred abroad. *See MGB II*, 2020 WL 7046837, at *3. Ford made the same argument before the Supreme Court, reasoning that specific personal jurisdiction could only exist in states

⁷ *See* J. App’x at 70, *Ford Motor Co. v. Montana Eighth Jud. Dist. Ct.*, Nos. 19-368 and 19-369 (Feb. 28, 2020) (stating that “Ford dealerships [including in Minnesota] are independently owned and operated.”); *see also id.* at 73 (denying request to admit that Ford “engages in advertising specific to or targeted to the Minnesota market” because “regional advertising is directed by 37 different Ford Dealer Advertising Funds (“FDAFs”). FDAFs are run by boards composed of representatives from independently owned and operated Ford dealerships, not Ford employees.”); *id.* at 94 (declaring that “Ford does not directly engage in servicing Ford vehicles in Minnesota. These activities are conducted exclusively by independent dealers, none of which is a corporate affiliate of Ford.”).

⁸ Defendants continuously furnished trade recommendations, determined trade prices, distributed MGBs, and received revenues from MGB trades nominally executed through New York-based sales and broker-dealer affiliates. *See* Part C.1., above; *see also MGB II*, 2020 WL 7046837, at *1. These allegations are sufficient to satisfy the test for imputing the MGB-related conduct by the New York sales affiliates to Defendants, which only requires that the Defendants’ in-forum sales affiliates acted with the knowledge of, for the benefit of, and under “some control” by the Defendants. *See In re Eur. Gov’t Bonds Antitrust Litig.*, No. 19 CIV. 2601 (VM), 2020 WL 4273811, at *6-7 (S.D.N.Y. July 23, 2020).

where Ford designed the allegedly defective cars, manufactured them, or first sold the specific vehicle that injured the plaintiff. *Ford*, 141 S. Ct. at 1026. But the fact that Ford engaged in some conduct related to the lawsuit in other fora (including creating the design defect that allegedly caused the plaintiff's injuries) was irrelevant. *See id.* Rather, even though “[a] different State’s courts may yet have jurisdiction,” jurisdiction was proper in Minnesota “because of another ‘activity [or] occurrence’ involving the defendant that [took] place in the [forum]”—Ford’s efforts to cultivate the Minnesota market for Crown Victorias. *Id.* Thus, *Ford* teaches that the fact that the Defendants engaged in misconduct abroad is jurisdictionally irrelevant because another “activity or occurrence involving the [D]efendant[s]”—their marketing and trading of MGBs—occurred in the United States.

CONCLUSION

For these reasons, the Court should exercise specific personal jurisdiction over the Defendants.

Dated: May 20, 2021
White Plains, New York

LOWEY DANNENBERG P.C.

/s/ Vincent Briganti
Vincent Briganti
Christian Levis
Roland R. St. Louis, III
44 South Broadway
White Plains, NY 10601
Tel.: (914) 997-0500
Fax: (914) 997-0035
Email: vbriganti@lowey.com
clevis@lowey.com
rstlouis@lowey.com

Interim Class Counsel

Joseph J. Tabacco, Jr.
Todd Seaver
Carl N. Hammarskjold
Colleen L. Cleary
BERMAN TABACCO

44 Montgomery Street, Suite 650
San Francisco, CA 94104
Tel.: (415) 433-3200
Fax: (415) 433-6382
Email: jtabacco@bermantabacco.com
tseaver@bermantabacco.com
chammaraskjold@bermantabacco.com
ccleary@bermantabacco.com

Patrick T. Egan
BERMAN TABACCO
One Liberty Square
Boston, MA 02109
Tel.: (617) 542-8300
Fax: (617) 542-1194
Email: pegan@bermantabacco.com

Scott Martin
HAUSFELD LLP
33 Whitehall Street
14th Floor
New York, NY 10004
Tel.: (646) 357-1100
Fax: (212) 202-4322
Email: smartin@hausfeld.com

Michael D. Hausfeld
Hilary K. Scherrer
HAUSFELD LLP
1700 K Street, NW
Washington, DC 20006
Tel.: (202) 540-7200
Fax: (202) 540-7201
Email: mhausfeld@hausfeld.com
hscherrer@hausfeld.com

Michael P. Lehmann
HAUSFELD LLP
600 Montgomery Street
Suite 3200
San Francisco, CA 94111
Tel.: (415) 633-1908
Fax: (415) 358-4980
Email: mlehmann@hausfeld.com

Thomas H. Burt
Betsy S. Manifold
WOLF HALDENSTEIN ADLER

FREEMAN & HERZ LLP
270 Madison Avenue
New York, NY 10016
Tel.: (212) 545-4600
Email: burt@whafh.com
manifold@whafh.com

Christopher M. Burke
SCOTT+SCOTT ATTORNEYS AT LAW LLP
600 W. Broadway, Suite 3300
San Diego, CA 92101
Tel.: (619) 233-4565
Fax: (619) 233-0508
Email: cburke@scott-scott.com

Thomas K. Boardman
SCOTT & SCOTT ATTORNEYS AT LAW LLP
230 Park Avenue, 17th Floor
New York, NY 10169
Tel.: (212) 519-0523
Fax: (212) 223-6334
Email: tboardman@scott-scott.com

John Radice
Daniel Rubenstein
RADICE LAW FIRM, P.C.
34 Sunset Blvd.
Long Beach, NJ 08008
Tel.: (646) 245-8502
Fax: (609) 385-0745
Email: jradice@radicelawfirm.com
drubenstein@radicelawfirm.com

Eric L. Young
SHEPHERD FINKELMAN
MILLER & SHAH, LLP
35 East State Street
Media, PA 19063
Tel.: (610) 891-9880
Fax: (866) 300-7367
Email: eyoung@sfmslaw.com

Lesley E. Weaver
Matthew S. Weiler
Emily C. Aldridge
BLEICHMAR FONTI & AULD LLP
555 12th Street, Suite 1600
Oakland, CA 94607

Tel.: (415) 445-4003
Fax: (415) 445-4020
Email: lweaver@bfalaw.com
mweiler@bfalaw.com
ealdridge@bfalaw.com

Javier Bleichmar
BLEICHMAR FONTI & AULD LLP
7 Times Square, 27th Floor
New York, NY 10036
Tel.: (212) 789-1340
Fax: (212) 205-3960
Email: jbleichmar@bfalaw.com

William J. Ban
Michael A. Toomey
BARRACK, RODOS & BACINE
11 Times Square
640 8th Avenue, 10th Floor
New York, NY 10022
Tel.: (212) 688-0782
Fax: (212) 688-0782
Email: wban@barrack.com
mtoomey@barrack.com

Jeffrey A. Barrack
Jeffrey B. Gittleman
BARRACK, RODOS & BACINE
3300 Two Commerce Square
2001 Market Street, Suite 3300
Philadelphia, PA 19103
Tel.: (215) 963-0600
Fax: (215) 963-0838
Email: jbarrack@barrack.com
jgittleman@barrack.com

Regina M. Calcaterra
James A. Aliaga
CALCATERRA POLLACK LLP
1140 Avenue of the Americas, 9th Floor
New York, NY 10036-5803
Tel: (212) 899-1760
Email: rcalcaterra@calcaterra.law
jaliaga@calcaterra.law

Additional Counsel for Plaintiffs