

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Miami Division

MDL NO. 1334
Master File No. 00-1334-MD-MORENO

IN RE: MANAGED CARE LITIGATION

THIS DOCUMENT RELATES TO: PROVIDER
TRACK CASES

AMERICAN DENTAL ASSOCIATION, JAMES B.
SWANSON, D.D.S., MICHAEL B. DAYOUB, D.D.S.,
JOHN W. MILGRAM, D.D.S. individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

AETNA, INC.,

Defendant.

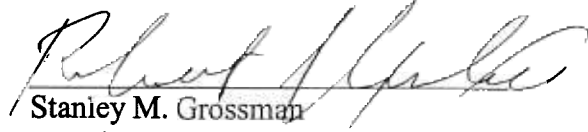
**NOTICE OF FILING ORIGINAL AFFIDAVIT OF D. BRIAN HUFFORD
IN SUPPORT OF THE PROPOSED SETTLEMENT, PLAINTIFFS'
REQUEST FOR APPROVAL OF ATTORNEYS' FEES
AND EXPENSES, AND APPLICATION FOR AN AWARD
OF FEES TO REPRESENTATIVE PLAINTIFFS**

Plaintiffs the American Dental Association, James B. Swanson, D.D.S., Michael B. Dayoub, D.D.S., and John W. Milgram, D.D.S. ("Plaintiffs") hereby file the original Affidavit of D. Brian Hufford in Support of the Proposed Settlement, Plaintiffs' Request for Approval of

Attorneys' Fees and Expenses, and Application for an Award of Fees to Representative Plaintiffs, attached hereto as Exhibit A.

Dated: New York, New York
July 13, 2004

POMERANTZ HAUDEK BLOCK
GROSSMAN & GROSS LLP



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CLASS COUNSEL FOR PLAINTIFFS

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
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**AFFIDAVIT OF D. BRIAN HUFFORD IN SUPPORT OF
THE PROPOSED SETTLEMENT, PLAINTIFFS'
REQUEST FOR APPROVAL OF ATTORNEYS' FEES
AND EXPENSES, AND APPLICATION FOR AN AWARD
OF FEES TO REPRESENTATIVE PLAINTIFFS**

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss:

D. BRIAN HUFFORD, being duly sworn, deposes and says:

1. I am a member of the law firm of Pomerantz Haudek Block Grossman & Gross, LLP, Class Counsel for Plaintiffs in the above-captioned litigation. I submit this affidavit in support of the final approval of the class action settlement, award of attorneys' fees and expenses, and application for an award of fees to the representative plaintiffs. I have personal knowledge of the facts set forth herein.

2. My firm acted as Lead Counsel in this class action. The tasks undertaken by my firm can be summarized as follows and are discussed in further detail below: we oversaw and coordinated the litigation; investigated and drafted the Class Action Complaint and the First Amended Class Action Complaint; researched and drafted memoranda on the complex factual and legal issues involved; engaged in substantial discussions with dentists concerning their grievances; reviewed numerous dental files concerning the claims asserted in the action; participated in strategy planning sessions with Plaintiffs and counsel concerning the issues in the litigation; participated in settlement strategy meetings; participated in settlement negotiations; reviewed documents as part of confirmatory discovery; drafted proposed and final settlement documents; engaged in substantial settlement administration tasks, including reviewing notices and claim forms, reviewing opt out requests, and creating a portion of the Firm's website dedicated to this settlement; and appeared before the Court in connection with status hearings.

3. The Settlement of this action achieves substantial benefits for the Class. In particular, the settlement provides substantial changes in the way defendant Aetna, Inc. ("Aetna") conducts business with regard to its dental health care products. Among other things, Aetna has agreed pursuant to the Settlement to eliminate the automatic downcoding and bundling of claims for covered dental services as defined in the Settlement Agreement, agreeing that it will

reduce reimbursements only in accord with the terms of the applicable dental plans and based on a review of the written dental record for particular claims. Moreover, Aetna has, *inter alia*, agreed to (1) establish an Advisory Committee, made up by a majority of independent members, who will make recommendations to Aetna concerning dental practices; (2) provide enhanced disclosure to dentists of its reimbursement policies; (3) take steps to facilitate the resolution of claims upon initial review, thereby decreasing the number of required resubmitted claims; (4) conduct written appeals of the “usual, customary and reasonable” (or “UCR”) rates applicable to out-of-network dental services based on a case-by-case review that will consider such factors as the complexity of the applicable procedure; (5) rely on updated versions of any UCR databases; (6) provide, upon written request, advance notice of anticipated UCR payments for procedures; (7) improve disclosures to patients on the Explanation of Benefits forms concerning UCR reductions; and (8) establish a compliance dispute process whereby dentists with disputes over reimbursement issues are able to submit for review disputes to a Compliance Dispute Facilitator, appointed by Plaintiffs, or, if the issue is not resolved, a Compliance Dispute Review Officer, jointly designated by the parties, who will resolve such disputes and has the authority to order payment of claims. In addition, Aetna will contribute \$5 million to a settlement fund, to be distributed either to the ADA Foundation, a not-for-profit foundation established by the American Dental Association, or to class members who timely submit claim forms, and will also agree not to oppose the award of an additional \$1.25 million in attorneys’ fees and expenses.

4. The Settlement of this action was reached only after the parties engaged in extensive arms’-length negotiations which took place over a period of months, with a full understanding of the strengths and weaknesses of the claims and defenses in the case. Based on

my understanding of the case, the goals of the plaintiffs in bringing this action, and my participation in the settlement negotiations, I believe this Settlement is fair, reasonable and adequate under Rule 23 of the Federal Rules of Civil Procedure and should be approved, along with the requested attorneys' fees and the representative plaintiffs' incentive awards.

Summary of Settlement Negotiations

5. My firm first began working on this case in early 2001, when we were contacted by the American Dental Association and various dentists and retained to pursue an action against Aetna concerning its dental health care practices. We had substantial discussions with such dentists concerning grievances they had and reviewed numerous documents and engaged in substantial legal research to determine proper causes of action. We filed the original complaint in the U.S. District Court in Chicago, Illinois, where the ADA is located, in August 2001.

6. Shortly thereafter, Aetna notified the Judicial Panel on Multidistrict Litigation ("JPML") that this case could be deemed to be related to other cases which were before this Court as part of the *In re Managed Care Litigation*, MDL 1334. The JPML subsequently transferred the case to this Court as a "tag-along" action. On November 11, 2001, this Court then determined that the case would be part of the "Provider Track" cases and placed it in a Civil Suspense File, along with a number of other pending "tag-along" actions.

7. While the case remained in the Civil Suspense File in Florida, Class Counsel remained active in keeping up-to-date on the events in the underlying MDL action to determine how they might ultimately affect the dental proceeding. In addition, Class Counsel engaged in periodic communications with Plaintiffs, including the ADA, both to keep them

apprised of the litigation and to continue developing factual support for the allegations. As part of this activity, Class Counsel researched a possible amendment to the Complaint to expand the core grievances at issue.

8. In early 2003, I became aware of the serious settlement discussions that were ongoing between Aetna and the physician plaintiffs who were part of the central Provider Track proceedings. I believed that the timing might be appropriate to seek a settlement of the dental claims as well, taking advantage of the fact that Aetna was trying to resolve its outstanding disputes. In my estimation, because the physician claims were so much larger than the dental claims, and Aetna was primarily focused on physician issues, it would be possible to get a better settlement for dentists now than if we waited until the case was being fully litigated with all of Aetna's full resources against us.

9. Working with the ADA and the other plaintiffs, I drafted a proposed settlement proposal which I submitted to Aetna in March 2003. Based on discussions with the ADA and the other plaintiffs, I determined what we believed to be the primary concerns of the dentists and tailored our demands toward responding to those issues. As a result, a critical focus of our demands was to address the problem with automatic downcoding and bundling of dental claims, whereby Aetna would apply an automated process to reduce reimbursements for dental procedures based on downcoding submitted claims or bundling more than one submitted claim together. Moreover, we wished to ensure that dentists had an opportunity to participate in the decision-making process concerning dental health care issues and that they would receive better disclosure concerning such policies. Finally, we wished to create an efficient mechanism by which grievances could be resolved in an expeditious and cost-effective manner.

10. While we were working on the settlement proposal, we also continued to research and draft an amended complaint which would expand and detail our allegations against Aetna. In my view, this amended complaint was necessary regardless of whether the case was settled, since our understanding of the claims had continued to mature as we continued to investigate the nature of the dental grievances.

11. After submitting the plaintiffs' settlement proposal to Aetna, I and my colleagues held a number of in-person and telephonic meetings with Aetna representatives over the next several months to negotiate the specific terms of an agreement. There was much back and forth between the parties as each side had to compromise in order to reach an agreement that was acceptable. Numerous drafts of the proposed settlement were circulated as part of this process.

12. Throughout the process it was clear that, in light of its settlement with the physicians, Aetna was unwilling to go beyond a certain point on monetary relief for the dentists, but that in exchange for accepting this limitation we would be able to get substantial injunctive relief. Thus, we agreed to accept \$5 million in cash along with substantive changes in how Aetna conducted business which satisfied nearly all of the Plaintiffs' concerns. The monetary component was calculated based primarily on a proportionate basis to the physician settlement. There, Aetna agreed to pay \$120 million in cash. When comparing the number of dentists to the number of physicians, and then taking into account the fact that dental claims were, on average, far less than the physicians' claims, we ultimately agreed that the \$5 million figure was appropriate for the settlement. While I pushed hard to get a higher figure, I learned that Aetna was unwilling to pay more. In consultation with the Plaintiffs, I therefore determined that it was

worth accepting a lower dollar amount in exchange for the substantial benefits of the injunctive portion of the relief.

13. Once all of the details concerning the Settlement had been worked out to the satisfaction of counsel for both parties, we began to discuss attorneys' fees. We demanded that such fees be paid by Aetna above the monetary amount it had already agreed to pay. Aetna finally agreed not to oppose an award of \$1.25 million in attorneys' fees and expenses, subject to the Court's approval. In addition, we demanded and Aetna agreed not to oppose an award of \$7,500 to each of the named individual dental plaintiffs to compensate them for their time and effort in working with us on bringing this case on behalf of the class of dental providers.

14. After these lengthy and hard fought negotiations, we entered into a Memorandum of Understanding with Aetna in May 2003. This was conditioned on various factors, including an agreement by the ADA at its June 2003 Board Meeting to the terms and conditions of the settlement, and confirmatory discovery that would allow us to validate various representations made to us by Aetna concerning its practices.

15. Therefore, I and my partner Robert J. Axelrod, met in Chicago with the ADA's Board and other representatives to discuss the settlement. While the Board was generally favorable to the Settlement and very pleased with the result, it had various issues and suggested changes to the agreement which it instructed us to pursue. Peter M. Sfikas, the ADA's Chief Counsel and Associate Executive Director, and members of his staff, also required resolution of a number of substantial issues. This led to a further round of vigorous discussions with Aetna as we finalized our agreement and detailed it in the formal settlement agreement.

16. At the same time, Aetna provided us access to a number of documents

concerning its dental practices that we were able to review as part of our confirmatory discovery. In addition, we provided a number of questions to Aetna's counsel, for which it obtained responses from Aetna. Through this process, we obtained comfort that the Settlement was entirely appropriate for the Plaintiffs and the Class.

17. Finally, on September 3, 2003 we completed our negotiations and the Settlement Agreement was signed.

**PRELIMINARY APPROVAL OF THE PROPOSED SETTLEMENT,
CERTIFICATION OF THE CLASS, AND THE DISSEMINATION
OF THE NOTICE OF PENDENCY**

18. On March 26, 2004, the Court considered the parties' submission of the proposed Settlement and soon thereafter issued an order preliminarily approving the Settlement ("Preliminary Order"). As attested to by Michael Rosenbaum of Berdon Claims Administration LLC, the Claims Administrator his Affidavit, the Notice of Proposed Settlement of Class Action with Aetna, Inc., of Final Settlement Hearing to Consider Proposed Settlement and of Your Rights Concerning the Proposed Settlement ("Notice of Pendency"), approved by the Court in its Preliminary Order, was mailed on May 14, 2004 to 264,548 individuals whose addresses were identified by Aetna from its company records, as well as from the ADA. This Notice, annexed as Exh. A to the Rosenbaum Affidavit, provided Class members with a description of the litigation and a summary of the settlement sufficient to enable them to decide whether to opt out of the Class or to object to the terms of the settlement.

19. On May 17, 2004, the Summary Notice of Pendency of Class Action, Conditional Class Certification, Proposed Settlement of Class Action and Fairness Hearing ("Summary Notice") was published in the *American Dental Association News*. On May 20,

2004 and May 27, 2004, the Summary Notice was published in the *Wall Street Journal* and *USA Today*. These Summary Notices are annexed as Exh. B to the Rosenbaum Affidavit.

20. In addition, my firm created a separate location on our website, www.pomerantzlaw.com, to describe the settlement to members of the Class. This page, which is attached herewith as Exh. 1, is designed as a resource for Class members, and contains links in easily accessed .pdf format for each of the settlement documents in this action.

21. The members of the Class who are beneficiaries of this Settlement appear overwhelmingly to support the Settlement as well as the request for attorneys' fees. Only 123 dentists or dental groups timely requested to be excluded from the Class, representing a minuscule portion of the Class. A List of Persons Requesting Exclusion from the Settlement Class is annexed as Exh. C to the Rosenbaum Affidavit.

22. At the same time, I am not aware of a single timely filed objection to the Settlement. On July 2, 2004, I received a copy of one letter submitted to the Court which could be deemed to be an objection, although it failed to satisfy the filing deadline of June 30, 2004. For the Court's convenience, a copy of this letter is attached hereto as Exhibit 2. Assuming the letter is even considered at all, given it is not timely under the Court's Order, it nevertheless does not provide a valid objection to the Settlement. The dentist who authored the letter specifically states that he has no objection to the terms of the Settlement, but instead is only objecting to the fact that the ADA is getting a monetary settlement and purportedly a substantial portion of the Class is made up of non-ADA members. The dentist therefore asks that more time be given to non-ADA dentists to file claims based on the apparent misconception that only ADA members received written notice of the Settlement. In fact, Aetna sent notices to the addresses of *all*

dentists it was able to locate from its files, without regard to their ADA membership. Had this person contacted us, we could have advised her of this important fact. In sum, there is no basis for this objection and it should be overruled.

In light of the clear acceptance of the Settlement by the Class members, and the strong support of the ADA, as well as the substantial benefits provided to Class members by the Settlement, Class Counsel submits that the proposed Settlement is fair, reasonable and adequate.

The Requested Attorneys' Fees are Fair and Reasonable

24. Class Counsel also submits that its requested fee is likewise fair and reasonable. Aetna has agreed not to oppose up to \$1.25 million in fees and expenses on top of the \$5 million in the settlement fund. Thus, the fees represent only 20% of the total \$6.25 million Aetna has agreed to pay, or 25% of the cash component of the Settlement, if considered separately. Significantly, this provides no additional compensation for the extraordinary injunctive relief that is provided.

25. My firm's compensation for the services it has rendered is wholly contingent. Any fees and reimbursement of expenses will be limited to such amounts as may be awarded by the Court. Work on this matter began in early 2001 continued to the present day. We have received no compensation or reimbursement of expenses during that time.

26. The qualifications of my firm and the attorneys of my firm active in this action are set forth in the resume attached hereto as Exhibit 3.

27. The chart attached hereto as Exhibit 4 includes the time spent since the inception of the litigation by the attorneys and paralegals of this firm on the litigation. The chart

includes the name of each attorney and paralegal who has worked on the case, his or her current hourly billing rate (which is the rate at which my firm bills such persons for non-contingent work), the number of hours expended on this matter, and the lodestar amount related to each person. The chart was prepared from contemporaneous time records maintained by my firm. Such time records are available for inspection by the Court.

28. As shown in this chart, the total number of hours spent on this litigation from its inception by my firm was 799 hours. The total lodestar amount for my firm's professional time at current rates is \$339,282.50. This amount does not include the lodestar amounts of co-counsel and local counsel, whose affidavits are also filed herewith. The total number of hours spent on this litigation by all of Plaintiffs' Counsel is 1,211 hours, and the aggregate lodestar for all of Plaintiffs' Counsel is \$459,000.

29. My firm also expended a total of \$32,561.80 in unreimbursed expenses in connection with the prosecution of this litigation. These expenses incurred pertaining to this case, which are identified in the chart attached as Exhibit 5, are reflected in the books and records of this firm. These books and records are prepared from expense vouchers and check records and are an accurate record of the expenses incurred. The expenses are recorded at the same rates at which we bill all of our clients for such clients. The underlying expense records are available for inspection by the Court on request. The total amount of unreimbursed expenses for all of Plaintiffs' Counsel is \$38,323.82.

CONCLUSION

30. For the foregoing reasons and those detailed in the accompanying memoranda in support of the Settlement and in support of the request for attorneys' fees and

expenses, I respectfully submit that the Court approve the Settlement as fair, reasonable and adequate, grant Class Counsel's request for fees and expenses, and grant the application for an award of fees to the representative plaintiffs.

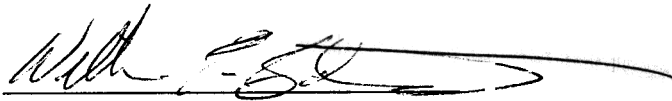
I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge and belief.

Dated: July 13, 2004



D. BRIAN HUEFORD

Sworn to before me this
13th day of July, 2004



Notary Public

WILLIAM P. BODKIN
Notary Public, State of New York
No. 02B06079701
Qualified in Kings County
Commission Expires 9/3/2008

EXHIBIT 1



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American Dental Association et al. v. Aetna, Inc.

On September 2, 2003, the American Dental Association ("ADA"), representative plaintiffs, Class Counsel and Aetna, Inc. entered into a Settlement Agreement concerning this action. On April 23, 2004, the Court entered an Order Conditionally Certifying the Class, Preliminarily Approving Proposed Settlement, Setting Form and Content of Notice to the Class and Scheduling Final Settlement Hearing. The settlement is on behalf of a class consisting of all dentists and dentist groups who provided covered services to any individual enrolled in or covered by a plan offered or administered by Aetna during the period from August 15, 1995 to April 23, 2004. The action was brought by representative plaintiffs, who are practicing dentists, as well as the ADA, and alleges that Aetna improperly denied, delayed and/or reduced payment to dentists by engaging in alleged improper automatic bundling and downcoding of dental procedure codes, alleged violation of applicable prompt pay statutes, and alleged underpayment for out-of-network services.

The settlement consideration, including significant changes to Aetna's business practices and the establishment of a settlement fund, is fully described in the Notice of Proposed Settlement, which has been mailed to all members of the Class. The Notice, as well as the Summary Notice, Proof of Claim, Order, and Settlement Agreement are available by clicking on the link below. The Notice, Summary Notice, and Proof of Claim are also available from the claims administrator, Berdon Claims Administration LLC, at www.berdonllp.com/claims and from the ADA, at www.ada.org.

Click on the following links to access the desired document, available in .pdf format:

[Order Conditionally Certifying the Class, Preliminarily Approving Proposed Settlement, Setting Form and Content of Notice to the Class and Scheduling Final Settlement Hearing](#)

[Notice of Correction](#)

[Notice of Proposed Settlement of Class Action with Aetna, Inc., of Final Settlement Hearing to Consider Proposed Settlement and of Your Rights Concerning the Proposed Settlement](#)

[Summary Notice of Proposed Settlement with Aetna, Inc.](#)

[Proof of Claim](#)

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EXHIBIT 2

Ashley H. Beards, D.M.D.

49 Limestone Road
Armonk, New York 10504-2306

Phone 914-333-0424
Home Phone 914-273-5678

July 02, 2004

United States Courthouse
U. S. District Court for the Southern District of Florida
301 North Miami Avenue
Miami, Florida

To Whom It May Concern:

RE: ADA v. Aetna Inc., Master File No. 00-1334-MD-MORENO
In re Managed Care Litigation, MDL Docket No. 1334 (Provider Track Cases)

I am writing with reference to the above case which is supposed to have a settlement hearing on or about July 20, 2004. I realize that this letter is late, however, I only received the necessary paperwork yesterday in this matter, so I could not respond sooner.

Although I do not object to the settlement or its terms I do object to the fact that the ADA will be receiving funds which they may not be entitled too.

Some 30-40%, perhaps more, of the dentist in the United States are not affiliated with the ADA, myself included, and have not been informed of this litigation, or of the impending settlement which proposes that *unclaimed money will be automatically deposited with the ADA*. This is unfair to all of us who are unaware of this action.

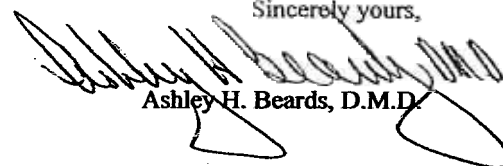
The ADA maintains a directory of all affiliated and non-affiliated dentists who graduated from dental schools within the United States, however, they have neither made an attempt to notify, nor have they notified any non-affiliated dentist in this matter.

I think that before any settlement is agreed upon the ADA should be made to notify ALL dentists who may be affected by this settlement which means all those affiliated with this organization, and all those *non-affiliated* with them.

Furthermore, I think the time for filing of claims should be extended so that these non-affiliated dentists who are presently unaware that they are entitled to part of the settlement have time to file claims.

Thank you for your consideration in this matter.

Sincerely yours,



Ashley H. Beards, D.M.D.

EXHIBIT 3

POMERANTZ HAUDEK BLOCK GROSSMAN & GROSS LLP

Pomerantz Haudek Block Grossman & Gross LLP (“PHBG&G”) is one of the nation’s foremost specialists in corporate, securities, antitrust and ERISA class litigation. The firm was founded by the late Abraham L. Pomerantz, one of the “pioneers who developed the class action/derivative action field.” *New York Law Journal* (August 1, 1983). Mr. Pomerantz rose to national prominence as a “champion of the small investor” and a “battler against corporate skullduggery.” Robert J. Cole, *Class Action Dean*, *The National Law Journal*, Vol. 1 No. 2 at 1 (Sept. 25, 1978).

For more than 50 years, the firm has specialized in representing victims of securities frauds, breaches of fiduciary duty, corporate mismanagement, and price fixing conspiracies, as it continues the proud tradition established by Mr. Pomerantz. PHBG&G is led by senior partner Stanley M. Grossman, a nationally prominent litigation practitioner.

Courts have consistently acknowledged the ability of PHBG&G to vigorously pursue the claims of class members. In granting the fee request in *In re Salomon Brothers Treasury Litigation*, 91 Civ. 5471 (RPP) (S.D.N.Y. 1994), where the Pomerantz firm successfully negotiated a \$100 million settlement for the class in a complex antitrust and securities case, Judge Patterson stated:

I am going to approve the settlement, and I am going to approve the attorneys fees that you have requested with cost.

As I am doing it so summarily, does not mean I have not considered it at length. But it does not need that much consideration because I’ve observed the conduct of the attorneys involved here. They get the work done, and it was a tough one.

I think that there were a lot of people who thought there was going to be no recovery at all in this case.

In approving the \$100 million settlement in *Snyder v. Nationwide Insurance Co.*, Index No. 97/0633 (N.Y. Supreme Court, Onondaga County), a case where the Pomerantz firm served as co-lead counsel, Judge Tormey stated, “It was a pleasure to work with you. This is a good result. You’ve got some great attorneys working on it. Everybody, everybody made out fine.” (Tr. at 22-23, 12/17/98.)

Recently, in *Sherleigh Associates Inc. Profit Sharing Plan v. COHR, Inc.*, No. 98-3028-JSL (BQRx) (C.D. Cal.), where as co-lead, the Pomerantz firm helped obtain a substantial settlement, the court stated: “This is a good job. I don’t always think all jobs are good. This one is a good job.” (Tr. of June 12, 2000 settlement hearing at p. 6.12.). And in *In re Wiring Devices Antitrust Litigation*, MDL Docket No. 331 (E.D.N.Y. Sept. 9, 1980) (\$12 million recovery), where the Pomerantz firm was again lead counsel, Chief Judge Jack B. Weinstein stated:

Counsel for the plaintiffs I think did an excellent job They are outstanding and skillful. The litigation was and is extremely complex. They assumed a great deal of responsibility. They recovered a very large amount given the possibility of no recovery here which was in my opinion substantial.

See also: Mercury Savings and Loan, CV 90-87 LHM (C.D. Cal. 1995) (Judge McLaughlin commended the firm for the “absolutely extraordinary job in this litigation.”); *Boardwalk Marketplace Securities Litigation*, MDL No. 712 (D. Conn.) (Judge Eginton described the firm’s services as “exemplary,” commended it for its “usual fine job of lawyering...[in] an extremely complex matter,” and concluded that the case was “very well-handled and managed.” Tr. at 6, 5/20/92; Tr. at 10, 10/10/92); *Nodar v. Weksel*, 84 Civ. 3870 (S.D.N.Y.) (Judge Broderick observed “that the services rendered [by the Pomerantz firm] were excellent

services from the point of view of the class represented, [and] the result was an excellent result” Tr. at 21-22, 12/27/90); *Klein v. A.G. Becker Paribas, Inc.*, 83 Civ. 6456 (S.D.N.Y. 1987) (Judge Goettel praised the firm for providing “excellent . . . absolutely top-drawer representation for the class, particularly in light of the vigorous defense offered by the defense firm.” (Tr. at 22, 3/6/87)); *Digital Securities Litigation*, 83-3255Y (D. Mass.) (Judge Young complimented the firm for its “[v]ery fine lawyering” (Tr. at 13, 9/18/86); *Shelter Realty Corp. v. Allied Maintenance Corp.*, 75 F.R.D. 34, 40 (S.D.N.Y. 1977), *appeal dismissed*, 574 F.2d 656 (2d Cir. 1978) (where the Pomerantz firm served as lead counsel, Judge Frankel, referring to class counsel, said: “Their experience in handling class actions of this nature is known to the court and certainly puts to rest any doubt that the absent class members will receive the quality of representation to which they are entitled.”); *Rauch v. Bilzerian*, 88 Civ. 15624 (Sup. Ct. N.J. 1991) (the Court referred to the partners from the Pomerantz firm who had tried the case as “exceptionally competent counsel,” and as having provided “top drawer, topflight [representation], certainly as good as I’ve seen in my stay on this court”.); *Malin v. IVAX Corp.*, No. 96-1843-CIV-Moreno, 1996 U.S. Dist. LEXIS 22452, at 11-12 (S.D. Fla. Nov. 1, 1996) (“The Court notes that [Pomerantz Haudek has] extensive experience and expertise in the area of securities litigation, more specifically representing injured investors in securities fraud class actions.”).

Among the many important reported decisions obtained on behalf of the Pomerantz firm’s clients are: *Kronfeld v. TWA*, 832 F.2d 726 (2d Cir. 1987); *Wool v. Tandem, Inc.*, 818 F.2d 1433 (9th Cir. 1987), *cert. denied*, 108 S.Ct. 1470 (1988); *Ross v. Bernhard*, 397 U.S. 531 (1970); *Rosenfeld v. Black*, 445 F.2d 1337 (2d Cir. 1971); *Moses v. Burgin*, 445 F.2d 369 (1st Cir. 1971); *Pearlman v. Feldmann*, 219 F.2d 173 (2d Cir. 1955); *Drolet v.*

Healthsource, Inc., 968 F. Supp. 757 (D.N.H. 1997); *In re Texas International Company*, [1988-89 Decisions] Fed. Sec. L. Rep. (CCH) ¶ 94,125 (W.D. Okla. 1988); *Fisher v. Kletz*, 266 F. Supp. 180 (S.D.N.Y. 1967); and *Heit v. Bixby*, 276 F. Supp. 217 (E.D. Mo. 1967).

Moreover, among the class and shareholder derivative actions in which the Pomerantz firm was lead or co-lead counsel are the following:

In re Methionine Antitrust Litigation, Master File No. C-99-3491-CRB, MDL No. 1311 (N.D. Cal. 2002) (\$107 million recovery);

In re Sorbates Direct Purchaser Antitrust Litigation, C98-4886 Cal (N.D. Cal. 2000) (over \$82 million recovery);

Snyder v. Nationwide Insurance Co., Index No. 97/0633 (Supreme Court, N.Y., Onondaga County 1998) (\$100 million recovery);

In re First Executive Corporation Securities Litigation, CV-89-7135 DT (Kx) (C.D. Cal. 1994) (\$102 million partial recovery);

In re Salomon Brothers Treasury Litigation, 91 Civ. 5471 (RPP) (S.D.N.Y. 1994) (\$100 million recovery);

Mardean Duckworth v. Country Life Insurance Co., No. 98 CH 01046 (C.D. Ill. 2000) (\$45 million recovery);

In re National Health Laboratories, Inc. Securities, CV-92-1949-H (CM) (S.D. Cal. 1995) (\$64 million recovery);

In re Boardwalk Marketplace Securities Litigation, M.D.L. Docket No. 712 (D. Conn. 1994) (over \$66 million benefit);

In re Woolworth Corporation Securities Class Action Litigation, 94 Civ. 2217 (RO) (S.D.N.Y. 1997) (recovery of \$20 million);

Frank v. Paul (CenTrust Savings Bank Securities Litigation), 90-0084-CIV (S.D. Fla. 1996) (\$20 million recovery);

Gelfer v. Pegasystems, Inc., No 98-CV-12527-JT (D. Mass. 2000) (\$12.5 million recovery);

In re Quorum Securities Litigation, No.: 3:98-1004 (M.D. Tenn 2002) (\$11.75 million recovery);

Sherleigh Associates Inc. Profit Sharing Plan v. COHR, Inc., No. 98-3028 JSL (BQRx) (C.D. Cal. 2000) (\$12 million recovery);

Wallace v. Fox Docket No. 3:96 - CV - 00772 (PCD) (D. Conn. 1997) (Northeast Utilities Shareholder Derivative Action) (\$25 million recovery)

In re Digital Microwave Securities Litigation, (N.D. Ca. 1994) (\$19,200,000 recovery);

In re Porta Systems Corp. Securities Litigation, 93 Civ. 1453 (TCP) (E.D.N.Y. 1996) (recovery of \$3,250,000 cash plus 1,100,000 shares of Porta Systems stock);

In re Copley Pharmaceutical, Inc. Securities Litigation, CV-94-11897 (WGY) (S.D. Mass. 1995) (\$6.3 million recovery);

Goldsmith v. Technology Solutions Company Securities Litigation, 92 C 4374 (N.D. Ill. 1995) (\$4,600,000 recovery);

In re National Data Shareholder Litigation, 1:90-CV-1037 JEC (N.D. Ga. 1994) (\$6.95 million recovery);

In re Zenith Laboratories Securities Litigation, Master File No. 86-3241A (DRD) (D.N.J. 1993) (\$12 million recovery);

In re FHP Securities Litigation, Master File No. SACV 91-580 (RWRx) (C.D. Cal. 1993) (\$8.25 million recovery);

Davis v. Cullinet Software, Inc., Civil Action No. 85-3204-WF (D. Mass. 1993) (\$3 million recovery);

Hurley v. FDIC, Civil Action No. 88-1940-T (D. Mass. 1992) (\$29 million judgment after trial against two former officers of First Service Bank for Savings);

In re Intermec Corp. Securities Litigation, Civ. No. C90-783Z (W.D. Wa. 1992) (\$5.9 million recovery);

In re Ocean Drilling & Exploration Company Shareholders Litigation, Civ. No. 11898 (Del. Ch. 1991) (\$38 million cash benefit);

Rauch v. Bilzerian, 88 Civ. 15624 (Sup. Ct. N.J. 1991) (\$3 million recovery);

Candela Laser Corporation Securities Litigation, Case Nos. 88-2441, 88-2461 and 88-2460 (D. Mass. 1991) (\$1 million cash and warrants having an estimated value of \$4.9 million at time of settlement hearing);

Nodar v. Weksel, 84 Civ. 3870, (S.D.N.Y. 1990) (\$5.1 million recovery);

In re Freeport-McMoRan Inc. Shareholders Litigation, Civil Action No. 11667 (Del. Ch. 1990) (\$15.4 million recovery);

In re Flight International Securities Litigation, Master File No. 1:89-CV-2211-JTC (N.D. Ga. 1990) (\$5.25 million recovery);

In re Telerate, Inc. Shareholders Litigation, Civ. 1115 (Del. Ch. 1989) (\$95 million benefit).

Kronfeld v. TWA, 83 Civ. 8641 (KMW) (S.D.N.Y. 1989) (\$3.4 million recovery);

In re Texas International Securities Litigation, Civ. No. 84-366-R (W.D. Okla. 1989) (\$9.5 million recovery);

Wool v. Tandem Inc., Civ. No. C 85134 (JPV) (N.D. Cal. 1988) (\$16 million recovery);

In re AM International, Inc. Securities Litigation, M-21-31, MDL Docket No. 494 (S.D.N.Y. 1987) (\$23 million recovery);

Klein v. A.G. Becker Paribas, Inc., 83 Civ. 6456 (S.D.N.Y. 1987) (\$3 million recovery);

In re Data Point Securities Litigation, SA-82-CA-338 (W.D. Tex. 1987) (\$28.4 million recovery);

In re Digital Securities Litigation, 83-3255Y (D. Mass. 1986) (\$9 million recovery);

Kaplan v. General Motors Corporation, 81 Civ. 1252 (E.D.N.Y. 1984) (\$22.5 million recovery);

In re New York City Municipal Securities Litigation, MDL Docket No. 314 (S.D.N.Y. 1984) (\$13.5 million recovery);

In re Alcoholic Beverages Antitrust Litigation, 9183-1 Trade Cases (CCH) ¶ 65,342 (E.D.N.Y. 1983) (\$6 million recovery);

In re National Student Marketing Securities Litigation, MDL Docket No. 105 (D.D.C. 1983) (\$35 million recovery);

In re Sterling Homex Securities Litigation, MDL Docket No. 126 (S.D.N.Y. 1983) (\$10.5 million recovery);

J.N. Futia Co. v. Phelps Dodge, Inc., 1982-2 Trade Cases (CCH) ¶ 64,978 (S.D.N.Y. 1982) (\$6.4 million recovery); and

In re Westinghouse Securities Litigation, MDL Docket No. 295 (E.D.N.Y. 1981) (\$12 million recovery).

Brief biographies of the firm's lawyers are provided below:

STANLEY M. GROSSMAN

Stanley M. Grossman, the senior partner of the Pomerantz firm, was featured in an article entitled “*Top Litigators in Securities Field -- A Who's Who of City's Leading Courtroom Combatants*,” *New York Law Journal*, August 1, 1983. He has been with the Pomerantz firm since February 1969, and has been a member of the firm since 1976. Throughout this period he has principally represented plaintiffs in securities and antitrust class actions, including many of those listed in the firm biography. For example, he was the lead lawyer for plaintiffs and the class *In re Salomon Brothers Treasury Litigation*, 91 Civ. 5471 (RPP)(S.D.N.Y. 1994), where he obtained a \$100 million cash recovery for the class. He was also the attorney in charge of the *In re First Executive Corporation Securities Litigation*, CV-89-7135 DT (Kx)(C.D. Cal. 1994),

another case where he negotiated a \$100 million settlement for the class. Similarly, in *In re Sorbates Direct Purchaser Antitrust Litigation*, C98-4886 CAL (N.D. Cal. 2000), his efforts with his co-counsel resulted in an over \$80 million settlement for the class.

Senior Judge Milton Pollack of the Southern District of New York appointed Mr. Grossman to the Executive Committee of counsel charged with allocating to claimants hundreds of millions of dollars obtained in settlements with Drexel Burnham & Co. and Michael Milken.

Many courts have acknowledged on the record the high quality of the legal representation provided by Mr. Grossman to classes of investors. For example, in *Gartenberg v. Merrill Lynch Asset Management, Inc.*, 79 Civ. 3123 (S.D.N.Y.), where Mr. Grossman was lead trial counsel for plaintiff, Judge Pollack noted at the completion of the trial (Tr. 507):

[I] can fairly say, having remained abreast of the law on the factual and legal matters that have been presented, that I know of no case that has been better presented so as to give the Court an opportunity to reach a determination, for which the court thanks you.

Mr. Grossman has tried other complex litigations involving the securities and other federal and corporate laws.

He has lectured to the profession on various occasions under the auspices of the Southern Federal Securities Institute, Columbia University School of Law, Duke University Law School, University of Arizona Law School, Brooklyn Law School, ALI-ABA, PLI, the New York State Bar Association, and the Association of the Bar of the City of New York. Mr. Grossman is the author of “Commentary: The Social Meaning of Shareholder Suits,” 65 BROOKLYN LAW REV. (1999), among other articles.

Mr. Grossman has been active in numerous professional organizations. He is the former president of the National Association of Securities Attorneys (“NASCAT”) -- an organization of attorneys specializing in securities class action litigation. During his tenure, he represented NASCAT in meetings with the Chairman of the Securities and Exchange Commission, members of Congress and of the Executive Branch in furnishing input and commentary on legislation which became the Private Securities Litigation Reform Act of 1995 (“PSLRA”). In the summer of 1998, at the invitation of Chairman of the Judiciary Committee Henry Hyde, Mr. Grossman testified before Congress on proposed legislation dealing with “federalization of state class actions.” Subsequent to the hearings, Mr. Grossman was requested to participate with Congressional counsel in drafting proposed legislation.

Mr. Grossman presently serves as a vice president and adviser of the Institute for Law and Economic Policy (“ILEP”). ILEP is a public policy research and educational foundation -- established to preserve, study and enhance access to the civil justice system by all consumers. He is also a member of the United States Advisory Board of the Institute for Consumer Antitrust Studies at Loyola University Chicago. Additionally, he is on the Advisory Committee for the Abraham L. Pomerantz Lectures at the Brooklyn Law School.

He is currently a member of the Judiciary Committee of the Association of the Bar of the City of New York. Previously he served on the Association’s Committee on Professional and Judicial Ethics; State Courts of Superior Jurisdiction; and Trade and Antitrust. He is also a member of the Litigation Section dealing with class actions at the American Bar Association.

Mr. Grossman is actively involved in local and national civic affairs. In June, 1999, he was appointed by the Association of the Bar of the City of New York to chair a special

Blue Ribbon Commission on the future of the City University of New York. Upon the publication of the Commission's Report, the President of the Association described it as "insightful, measured and persuasive . . . a striking example of the very best of what this Association can do."

He is a director of the Lincoln Center Institute for the Arts in Education, as well as a member of the Appleseed Foundation, a national public interest advocacy group. In addition, he is also a member of the AFL-CIO Center for Working Capital's National Advisory Council of Employee Benefit Professionals.

MARC I. GROSS

Marc I. Gross has been associated with the firm since 1976 and became a partner in 1984. He has worked almost exclusively on class actions since his graduation from New York University Law School in 1976. He received his undergraduate degree from Columbia University in 1973.

Mr. Gross has been a member of the New York City Bar Association's Federal Courts Committee, an early neutral evaluator for the Eastern District of New York, and a mediator for the Commercial Division of the New York Supreme Court. He is the Treasurer of the National Association of Securities and Commercial Law Trial Attorneys. He was a guest panelist for a Spring 1998 conference on "Courts on Trial" sponsored by the Institute of Law and Economics held at the University of Arizona Law School, and author of "Loser-Pays-or Whose 'Fault' Is It Anyway: A Response to Hensler-Rowe's "Beyond It Just Ain't Worth It", which appeared in the 64 Law & Contemporary Problems (Duke Law School) (2001).

Mr. Gross was co-lead counsel in *Snyder v. Nationwide Insurance Co.*, Index No. 97/0633 (N.Y. Supreme Court, Onondaga County) which resulted in a settlement valued at \$100 million for defrauded life insurance policy customers. In approving the settlement, Judge Tormey stated:

The Court approves the settlement in all respects. It is so ordered, and I compliment you all, not only the manner in which you arrived at this result today, but the time that you -- in which it was done. And I think you all did a very, very good job for all the people. You made attorneys look good. I thank you very much. It was nice working with you all.

Mr. Gross was also co-lead counsel in *In re National Health Laboratories, Inc. Securities*, CV-92-1949-H (CM) (S.D.Cal. 1995) (\$64 million recovery), *Mardean Duckworth v. Country Life Insurance Co*, No. 98 CH 01046 (C.D.Ill. 2000) (\$45 million settlement), and in *Frank v. Paul (Centrust Savings Bank Securities Litigation)*, 93 Civ. 1453 (TCP) (E.D.N.Y. 1996) (over \$20 million recovery).

In addition, Mr. Gross was the attorney in charge of *Texas International Securities Litigation*, where in granting class certification the Court stated:

The performance of plaintiffs' counsel thus far leaves the Court with no doubt that plaintiffs' claims will be vigorously and satisfactorily prosecuted throughout the course of this litigation.

In the course of approving the subsequent settlement of the case, the Court added:

I would like to compliment all the parties and attorneys in this case. . . . You have all worked together better than I think any case I've had that involved these extensive issues and parties and potential problems. And I for one appreciate it. And I think it shows certainly a great deal of professionalism on all your part.

Mr. Gross has also served as Chairman of Neighbors Helping Neighbors, a not-for-profit housing group based in Brooklyn, New York that is affiliated with the Neighborhood Reinvestment Corporation.

SHAHEEN RUSHD

Shaheen Rushd graduated *summa cum laude* from New York Law School in 1981. Following her graduation, Ms. Rushd worked for the New York Regional Office of the Federal Trade Commission and served as Law Clerk to the Honorable Leonard I. Garth, United States Court of Appeals for the Third Circuit. She joined the firm as an associate in January 1983 and became a partner in July 1991. Ms. Rushd also served as an Adjunct Instructor at New York Law School during the 1989 academic year, was a trustee of Kalamazoo College from 1996 through June 2002, and was a member of the Association of the Bar of the City of New York's Antitrust and Trade Regulation Committee.

D. BRIAN HUFFORD

D. Brian Hufford joined the Pomerantz firm in April 1993 and became a partner in July 1995. After obtaining a Masters of Urban Affairs from Wichita State University in 1982, Mr. Hufford attended the Yale Law School, where he was Notes and Topics Editor for the *Yale Law and Policy Review* and was awarded the Thomas I. Emerson Prize for the Outstanding Legislative Services Project. Graduating from Yale in 1985, Mr. Hufford subsequently spent two years in Washington, D.C. as an Honors Attorney in the United States Department of the Treasury's Honors Law Program. From 1987 until he joined the firm in 1993, he was a litigation associate at Davis Polk & Wardwell, where he worked primarily on securities and class actions.

His article “Deterring Fraud vs. Avoiding the Strike Suit: Reaching An Appropriate Balance,” was published in 61 *Brooklyn Law Review* 593 (Summer 1995).

At Pomerantz, Mr. Hufford has not only prosecuted a number of securities and antitrust cases, but he is also the attorney in charge of the firm’s healthcare and consumer practice. Mr. Hufford successfully argued our case before the New York appellate court in *Batas v. Prudential*, 281 A.D.2d 260, 724 N.Y.S.2d 3 (1st Dep’t 2001), in which the court -- in a 5-0 vote -- upheld our claims that Prudential relied on improper procedures for the determination of medical necessity in its health insurance contracts. That decision was featured in an article in *Medical Economics* (Aug. 6, 2001), which cited it as a “potential landmark decision.” Mr. Hufford also successfully argued *Drolet v. Healthsource, Inc.*, 968 F. Supp. 757 (D.N.H. 1997), in which the court upheld our complaint alleging the defendant’s breach of fiduciary duty under the Employee Retirement Income Security Act of 1974 (“ERISA”) for misrepresenting the financial incentives it paid to physicians to reduce medical expenditures, establishing an important precedent for the rights of health care subscribers to ERISA plans. In addition, Mr. Hufford recently received a successful decision upholding claims he brought against United Healthcare in *American Medical Association v. United Healthcare Corp.*, 2002 U.S. Dist. LEXIS 20309 (S.D.N.Y. Oct. 23, 2002), where he alleged that the defendant relies on an improper database for determining “usual, customary and reasonable” fees for the purpose of reimbursing subscribers for services received from out-of-network health care providers. Moreover, Mr. Hufford is the partner in charge of *Addison v. American Medical Security*, Case No. CA 001455-AB (Cir. Ct., Palm Beach Cty., Fla.), in which plaintiffs won a two-week bench trial, with the

Court finding in March 2002 that the defendant had violated Florida law by, among other things, improperly raising health care premiums based on individual health history.

Mr. Hufford has also written and lectured in the area of healthcare litigation. The court in *Orthopaedic Surgery Associates of San Antonio v. Prudential Health Care Plan, Inc.*, 147 F. Supp.2d 595 (W.D. Tex. 2001), quoted extensively an article written by Mr. Hufford for a PLI Seminar, entitled “*Managed Care Litigation: The Role of Providers*,” 1216 PLI/Corp. 487 (Nov. 2000), citing it as “instructive.” Moreover, Mr. Hufford recently testified at the New York State AFL-CIO Task Force on Prescription Drugs: First Public Speak Out & Hearing, held on June 17, 2002, in Albany, New York, where he discussed pending antitrust cases against pharmaceutical companies for manipulating the prices of prescription drugs, and he served as a panelist for a forum sponsored by the American Corporate Counsel Association entitled “Considerations in Deciding Whether to Mediate, Arbitrate or Litigate Business Disputes.” Further, Mr. Hufford was featured in the book *Net Law: How Lawyers Use the Internet*, by Paul Jacobsen (Jan. 1997), which discusses how he has used the Internet to investigate some of the firm’s pending class actions.

In addition to representing numerous individuals serving as class representatives on behalf of the firm, Mr. Hufford has been retained by a number of significant institutions to pursue claims on their behalf, including medical associations (the American Medical Association, the Medical Society of the State of New York, the Missouri State Medical Society and the Pennsylvania Chiropractic Association), unions (New York State United Teachers, the Civil Service Employees Association, the New York State Police Investigators Association and the Organization of NYS Management Confidential Employees), and corporations (General

Electric Company, U.S. Trust Company of New York, the CitiGrowth Funds, Hembrecht & Quist Healthcare Investors and Springwell Navigation Corp.), among others.

PATRICK V. DAHLSTROM

Mr. Dahlstrom is a 1987 graduate of the Washington College of Law at American University in Washington, D.C., where he was a Dean's Fellow, Editor-in-Chief of the *Administrative Law Journal*, and member of the Moot Court Board representing Washington College of Law in the New York County Bar Association's Antitrust Moot Court Competition. Upon graduating, Mr. Dahlstrom served as the Pro Se Staff Attorney for the United States District Court for the Eastern District of New York and clerked for the Honorable Joan M. Azrack, United States Magistrate Judge. He joined the Pomerantz firm as an associate in the Fall of 1991 and became a partner in January 1996.

Mr. Dahlstrom was a member of the trial team in *In re ICN/Viratek Securities Litigation*, 87 Civ. 4296 (KMW) (S.D.N.Y. 1996). The trial in *ICN* was litigated for two months before the Honorable Kimba Wood and ultimately settled for \$14.5 million. After the close of the trial, the Court commented that "plaintiffs' counsel did a superb job here on behalf of the class This was a very hard fought case. You had very able, superb opponents, and they put you to your task The trial was beautifully done and I believe very efficiently done"

Mr. Dahlstrom also was co-lead counsel in *In re Woolworth Corporation Securities Class Action Litigation*, 94 Civ. 2217 (RO) (S.D.N.Y. 1997), which was recently settled for \$20 million.

H. ADAM PRUSSIN

H. Adam Prussin graduated cum laude from Yale in 1969, and after obtaining a Masters degree from the University of Michigan in 1971, he received his J.D. degree from Harvard in 1974. He has published several articles on the subject of the standards and procedures for obtaining dismissal of shareholder derivative actions, including “Termination of Derivative Suits Against Directors on Business Judgement Grounds: From *Zapata* to *Aronson*” published in 39 *The Business Lawyer* 1503, 1984; “Dismissal of Derivative Actions Under the Business Judgement Rule: *Zapata* One Year Later,” published in 38 *The Business Lawyer* 401, 1983; and “The Business Judgement Rule and Shareholder Derivative Actions: *Viva Zapata?*,” published in 37 *The Business Lawyer* 27, 1981.

Mr. Prussin joined the firm as Of Counsel in June, 2000, and became a partner in January 2002. Before joining the firm, Mr. Prussin was a named partner in the firm of Silverman, Harnes, Harnes, Prussin & Keller, which specializes in representing plaintiffs in shareholder derivative and class action litigation, particularly those involving self-dealing by corporate officers, directors and controlling shareholders. Mr. Prussin played a key role in several landmark derivative cases in the Delaware courts, and has appeared repeatedly before the Delaware Supreme Court.

Prior to joining Silverman, Harnes in 1994, Mr. Prussin was of counsel to Weil, Gotshal & Manges. While there, he represented numerous corporate defendants in shareholder derivative actions and class actions, and also in general commercial, bankruptcy and antitrust disputes.

RUSSEL N. JACOBSON

Russel N. Jacobson received an A.B. magna cum laude from Harvard College in 1984, where he was elected to Phi Beta Kappa, and a J.D. magna cum laude from Harvard Law School in 1987.

Before joining the Pomerantz firm, Mr. Jacobson served as a federal prosecutor for more than a decade. From 1997 until he joined the firm, Mr. Jacobson was an Assistant United States Attorney with the United States Attorney's Office for the District of New Jersey. There he investigated and prosecuted diverse federal criminal cases, including international money laundering offenses, securities fraud, other frauds, tax offenses, and additional federal crimes. From 1991 through 1997, Mr. Jacobson was a Trial Attorney with the Fraud Section of the Criminal Division at the United States Department of Justice in Washington, D.C. While at the Fraud Section, Mr. Jacobson investigated and prosecuted complex business crimes, including financial institution fraud, securities fraud, and other white-collar offenses. Mr. Jacobson also served in 1993 as a Special Assistant United States Attorney with the United States Attorney's Office for the Eastern District of Virginia. During his service as a federal prosecutor, Mr. Jacobson conducted numerous trials, and received many awards in recognition of the excellence of his work.

Prior to becoming a federal prosecutor, Mr. Jacobson was a litigation associate at Dickstein Shapiro Morin & Oshinsky in Washington, D.C., where he was engaged primarily in the defense of white-collar criminal and securities fraud matters, and in complex business litigation.

Mr. Jacobson began his legal career by serving as a law clerk to then Judge (now Justice) Anthony M. Kennedy on the U.S. Court of Appeals for the Ninth Circuit.

Mr. Jacobson is admitted to the bars of the District of Columbia, Massachusetts, the United States District Court for the District of Massachusetts, and the United States Court of Appeals for the Fourth Circuit.

ROBERT J. AXELROD

Robert J. Axelrod joined the firm upon his graduation from Brooklyn Law School in 1995, where he served as Executive Notes and Comments Editor of the Brooklyn Law Review. Mr. Axelrod practices securities, antitrust, and healthcare litigation. As a member of the firm's healthcare practice group, Mr. Axelrod currently is prosecuting actions on behalf of clients including the American Medical Association, the American Dental Association, the Medical Society of the State of New York, and the New York State Unified Teachers, against such healthcare insurers as United Healthcare, American Medical Security, Aetna, Wellpoint, CIGNA, Metropolitan Life Insurance Company, Health Net, Inc., and Mutual of Omaha Insurance Company, among others. Healthcare cases that Mr. Axelrod has worked on include *Batas v. Prudential*, 281 A.D.2d 260, 724 N.Y.S.2d 3 (1st Dep't 2001). Among the securities and antitrust actions he has worked on are *Cross v. Dickstein Partners, Inc.*, *In re Schick Technologies, Inc. Securities Litigation*, *In re Nasdaq Market Makers Antitrust Litigation*, and *In re Flat Glass Antitrust Litigation*.

Mr. Axelrod's presentations to institutional investors include speeches before public pension fund trustees on the topics "Corporate Governance: Ensuring Investor

Confidence,” “Improving Board Governance Policies and Procedures,” and “Surviving the Scandals: Implications of Late Trading, Market Timing, and the New Mutual Fund Regulatory Regime.” He is a member of the National Association of Public Pension Attorneys (NAPPA).

Mr. Axelrod is also a member of the Association of the Bar of the City of New York, the New York State Bar Association, and the American Bar Association, as well as a member of the ABA Sections on Business Law, Antitrust, and Litigation. He served as a Judge in the ABA Appellate Advocacy Competition in New York. Mr. Axelrod is a member of the Temple University College of Liberal Arts Alumni Board, and proudly serves as Cubmaster of Cub Scout Pack 225 in Centerport/Greenlawn, New York.

CHERYL HAMER MACKELL

Cheryl Hamer Mackell is a 1973 graduate of Columbia University and a 1983 graduate of Lincoln University Law School. She studied tax law at Golden Gate University and holds a Certificate in Journalism from New York University. Ms. Mackell joined the firm in February 2003 to head up its Washington, D.C. office.

Before joining the Pomerantz firm, Ms. Mackell served as of counsel to nationally known securities class action law firms. She has litigated, at both the State and Federal levels, Racketeer Influenced and Corrupt Organizations, Continuing Criminal Enterprise, death penalty and civil rights cases.

She was an Adjunct Professor at Pace University, Dyson College of Arts and Sciences, Criminal Justice Program and The Graduate School of Public Administration, where she taught Non-Profit Corporate Law, from 1996 to 1998.

She has served as vice-chair of Freeing the Innocent Imprisoned Committee, chair and vice-chair of the Death Penalty Litigation Committee, Liaison to American Bar Association, and a member of the Nominating Committee of the National Association of Criminal Defense Lawyers. She has served on numerous non-profit boards of directors, including Shelter From the Storm and the Southern California Coalition on Battered Women. She is a member of the American Bar Association and a former member of Hollywood Women's Political Committee.

MARY E. NEU-STOPPELMAN

Mary E. Neu-Stoppelman became Of Counsel to the Pomerantz Firm in 2003. She graduated *cum laude* from Tulane University in 1988 and received her Bachelors in Business (in 1980) and Education (in 1981) from Indiana University.

Ms. Neu-Stoppelman focuses her practice on securities, antitrust and healthcare class actions. She is admitted to the bars of Texas and New York, and for the U.S. District Courts of the Southern and Eastern Districts of New York. She is a member of the Association of the Bar of the City of New York.

JOHN G. BALESTRIERE

John Balestriere became an associate at Pomerantz in 2003. He graduated from Columbia College in 1993 and Yale Law School in 1998. After Columbia and before attending Yale, Mr. Balestriere worked in the Rackets Bureau of the Manhattan District Attorney's Office, working with attorneys to investigate organized crime and judicial corruption. While in law school, he interned at the Federal Defender's Office in the Southern District of New York, the Office of White House Counsel, and the Connecticut U.S. Attorney's Office. After graduating

law school, Mr. Balestriere returned to the Manhattan District Attorney's Office as an Assistant District Attorney, where he tried numerous complex cases. From 2001 until he joined Pomerantz, Mr. Balestriere was an Assistant Attorney General in the Criminal Division of the New York State Attorney General's Office directing investigations into organized crime activities.

WILLIAM P. BODKIN

William P. Bodkin graduated cum laude from Brooklyn Law School in 2001. While in law school, Mr. Bodkin served as a law clerk intern to the Hon. Richard M. Berman, U.S.D.J., S.D.N.Y.

Mr. Bodkin began his career as an associate of LeBoeuf, Lamb, Greene and MacRae, where he specialized in reinsurance dispute resolution and financial institution market conduct defense. During his tenure at LeBoeuf, Mr. Bodkin co-authored the article "Caveat Reinsurer: Reinsuring Punitive Damages Under ECO Clauses", which appeared in the Journal Of Tort & Insurance Law, Vol. 37, No.1 (Fall 2001).

In addition to an understanding of complex financial transactions, Mr. Bodkin brings an insider's knowledge of the financial industry to his practice in Securities Litigation. During the mid-1990's, Mr. Bodkin held his NASD Series 7, 63, and 65, along with New York State Life, Health, and Variable Annuity Licenses while serving as a licensed representative in the financial services industry.

Mr. Bodkin is admitted to the bar of the State of New York, and the United States District Court of the Southern and Eastern Districts of New York.

LEIGH R. HANDELMAN

Leigh R. Handelman became associated with the firm in January, 2002, and is practicing in the Chicago office. She graduated from Chicago-Kent College of Law in 1996. Upon her graduation, Ms. Handelman spent the next 5 years specializing in complex litigation, handling a broad variety of matters. She is a member of the Illinois State Bar Association.

MURIELLE STEVEN WALSH

Murielle Steven Walsh graduated *cum laude* from New York Law School in 1996, where she received the Irving Mariash Scholarship. While in law school, she interned at the Kings County District Attorney's Office. She is a member of the New York State Bar Association Committee on Media Law.

ANDREW G. TOLAN

Andrew G. Tolan received his Juris Doctor degree from Brooklyn Law School in 1990, where he was a member of the Moot Court Honor Society. While in law school, Mr. Tolan interned with the United States Attorney's Office, Southern District of New York. Mr. Tolan is a member of the Association of the Bar of the City of New York and the New York State Bar Association. In 1997, Mr. Tolan received his MBA degree from New York University's Stern School of Business.

EXHIBIT 4

POMERANTZ HAUDEK BLOCK GROSSMAN & GROSS LLP
 HOURS and LODESTAR
 INCEPTION through W/E JULY 10, 2004

ATTORNEYS	STATUS	RATE	HOURS	LODESTAR
Axelrod, Robert J.	Partner	\$450	286.40	\$128,880.00
Crawford, Philip W. Jr.	Of Counsel	\$325	36.50	\$11,862.50
Dahlstrom, Patrick V.	Partner	\$520	11.50	\$5,980.00
Ekperigen, Victor E.	Of Counsel	\$325	22.00	\$7,150.00
Hufford, D. Brian	Partner	\$525	195.65	\$102,716.25
Linkh, Gregory B.	Associate	\$270	2.50	\$675.00
Nathan, Steven M.	Of Counsel	\$325	158.50	\$51,512.50
Neu-Stoppelman, Mary E.	Of Counsel	\$395	22.50	\$8,887.50
Prussin, H. Adam	Partner	\$550	2.00	\$1,100.00
Straw, Carol A.	Of Counsel	\$335	57.50	\$19,262.50
Weiswasser, Susan J.	Of Counsel	\$325	3.75	\$1,218.75
ATTORNEYS' TOTAL			<u>798.80</u>	<u>\$339,245.00</u>
<u>LAW CLERKS and PARALEGALS</u>				
Yamada, P.M.	Paralegal	\$150	0.25	\$37.50
LAW CLERKS' and PARALEGALS' TOTAL			<u>0.25</u>	<u>\$37.50</u>
<u>FIRM'S TOTAL</u>			<u>799.05</u>	<u>\$339,282.50</u>

EXHIBIT 5

American Dental Association et al. v. Aetna Inc.

Master File No.: 00-1334-MD-MORENO

Pomerantz Haudek Block Grossman & Gross LLP

Expense Report

<u>Categories</u>	<u>Amount</u>
Telephone and facsimile	\$ 767.02
Photocopying and binding	3,303.99
Overnight courier and postage	1,526.34
Messenger	365.00
Filing fees	150.00
Computer research/LEXIS	4,469.34
Travel	21,065.89
Transcript fees	619.90
Meals	<u>294.32</u>
TOTAL	\$32,561.80