

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

**IN RE: VALSARTAN, LOSARTAN,
AND IRBESARTAN PRODUCTS
LIABILITY LITIGATION**

Case No. 1:19-md-2875

Hon. Renée M. Bumb

**PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, COSTS, AND
SERVICE AWARDS IN CONNECTION WITH
CERTAIN CLASS SETTLEMENTS**

PLEASE TAKE NOTICE that the Representative Plaintiffs in the preliminarily-approved class settlements concerning Hetero Valsartan,¹ Aurobindo Irbesartan,² and Vivimed Losartan,³ by and through undersigned counsel, hereby file this motion for attorneys' fees, costs, and service awards. The bases for this motion are set forth in the accompanying memorandum of law and exhibits thereto.

Dated: May 13, 2026

¹ The Hetero Valsartan Settlement with Defendants Hetero Drugs, Ltd., Hetero Labs Ltd., Hetero USA, Inc. and Camber Pharmaceuticals, Inc. ("Hetero") is at ECF 3104-3.

² The Aurobindo Irbesartan Settlement with Defendants Aurobindo Pharma Ltd., Aurobindo Pharma USA, Inc. and Aurolife Pharma LLC ("Aurobindo") is at ECF 3194-3.

³ The Vivimed Losartan Settlement with Defendants Vivimed Life Sciences Pvt Ltd and Strides Pharma Science Limited ("Vivimed") is at ECFH 3209-3.

Respectfully Submitted,

/s/ Ruben Honik
Ruben Honik
HONIK LLC
1515 Market Street, Suite 1100
Philadelphia, PA 19102
Phone: (267) 435-1300
ruben@honiklaw.com

/s/ Daniel Nigh
Daniel Nigh
NIGH GOLDENBREG RASO & VAUGHN, PLLC
14 Ridge Square NW
Third Floor
Washington, D.C. 20016
Phone: (850) 600-8090
dnigh@nighgoldenberg.com

/s/ Adam Slater
Adam Slater
MAZIE, SLATER, KATZ & FREEMAN, LLC
103 Eisenhower Pkwy, 2nd Flr.
Roseland, NJ 07068
Phone: (973) 228-9898
aslater@mazieslater.com

/s/ Conlee S. Whiteley
Conlee S. Whiteley
KANNER & WHITELEY, LLC
701 Camp Street
New Orleans, LA 70130
Phone: (504) 524-5777
c.whiteley@kanner-law.com

MDL Plaintiffs' Co-Lead Counsel

/s/ Ruben Honik
Ruben Honik
HONIK LLC
1515 Market Street, Suite 1100
Philadelphia, PA 19102
Phone: (267) 435-1300
ruben@honiklaw.com

/s/ Conlee S. Whiteley
Conlee S. Whiteley
KANNER & WHITELEY, LLC
701 Camp Street
New Orleans, LA 70130
c.whiteley@kanner-law.com

/s/ John R. Davis
John R. Davis
SLACK DAVIS SANGER, LLP
6001 Bold Ruler Way, Suite 100
Austin, TX 78746
Phone: (512) 795-8686
jdavis@slackdavis.com

Consumer Economic Loss Co-Lead Class Counsel

/s/ Jorge Mestre
Jorge Mestre
RIVERO MESTRE LLP
2525 Ponce de Leon Blvd., Suite 1000
Miami, FL 33134
Phone (305) 445-2500

/s/ Gregory P. Hansel
Gregory P. Hansel
PRÉTI, FLAHERTY, BELIVEAU & PACHIOS, CHARTERED, LLP
One City Center
P.O. Box 9546

jmestre@riveromestre.com

Portland, ME 04112
Phone: (207) 791-3000
ghansel@preti.com

Third-Party Payor Economic Loss Co-Lead Class Counsel

CERTIFICATE OF SERVICE

I hereby certify that on the date below, I caused a true and current copy of the foregoing to be filed and served upon all counsel of record by operation of the court's CM/ECF system.

Dated: May 13, 2026

/s/ David J. Stanoch
David J. Stanoch

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DISTRICT OF NEW JERSEY**

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**PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR
ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS IN CONNECTION
WITH CERTAIN CLASS SETTLEMENTS**

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I. INTRODUCTION

This Court granted preliminary approval of three separate proposed class action settlements (the “Settlements”) on February 2, 2026 (ECF 3241, ECF 3242, ECF 3243). These Settlements will resolve consumer and Third-Party Payor (“TPP”) Plaintiffs’ (collectively “Plaintiffs”) and Settlement Class Members’ claims against the following Defendants (collectively, “Defendants”), and as to the following products:

- Defendants Hetero Drugs, Ltd., Hetero Labs Ltd., Hetero USA, Inc. and Camber Pharmaceuticals, Inc. (“Hetero”) concerning its manufacture and sale of Hetero Valsartan (“Hetero Valsartan”)¹
- Defendants Aurobindo Pharma Ltd., Aurobindo Pharma USA, Inc. and Aurolife Pharma LLC (“Aurobindo”) concerning its manufacture and sale of Aurobindo Irbesartan;² and
- Defendants Vivimed Life Sciences Pvt Ltd and Strides Pharma Science Limited (“Vivimed”) concerning its sale of Vivimed Losartan.³

Under these Settlements, Hetero will create a non-reversionary cash settlement fund totaling \$11,365,489.80. Aurobindo will create a non-reversionary cash settlement fund totaling \$2,000,000.00, and Vivimed will create a non-

¹ Motion for preliminary approval at ECF 3104, Settlement at ECF 3104-3, order granting preliminary approval at ECF 3241.

² Motion for preliminary approval at ECF 3194, Settlement at ECF 3194-3, order granting preliminary approval at ECF 3242.

³ Motion for preliminary approval at ECF 3209, Settlement at ECF 3209-3, order granting preliminary approval at ECF 3243.

reversionary cash settlement fund totaling \$1,899,000.00.⁴ The settlements are largely the same in material respects with the primary difference being the settlement fund amounts due to variations in the quantity and pricing of the at issue drugs.

This monetary relief is an excellent result for the Settlement Classes. Plaintiffs now move, pursuant to Federal Rule of Civil Procedure 23(h), and this Court’s preliminary approval orders, for attorneys’ fees of one-third (1/3) and reasonable costs expended to be reimbursed from the funds created by each of these settlements as follows:

Defendant	Settlement Fund	Requested Attorneys’ Fees (33.3%)	Requested Costs
Hetero	\$11,365,489	\$3,788,496	\$1,095,890
Aurobindo	\$2,000,000	\$666,666	\$121,879
Vivimed	\$1,899,000	\$633,000	\$48,611

The requested costs represent the fractional costs allocable to these Defendants based an analysis reviewed by the mediator who assisted with the negotiation of each Settlement, the Hon. Joel Schneider (Ret.), former Magistrate Judge of the District of New Jersey. The requested fees not only comport with the terms of the Settlements, the court-approved class notice, and the percentage-of-recovery method

⁴ The only material distinction among the settlements is that Hetero has also agreed to pay class notice. Further, unlike the other two settlements, purchasers have remaining claims against Hetero, the manufacturer of the API used to make the finished dose pills made and sold by Vivimed.

recognized in this Circuit, but comport with a lodestar cross-check based on an allocation analysis also presented to and discussed with Judge Schneider.

Plaintiffs further move for the granting of service awards for each of the class representatives in each settlement as follows:

Defendant	Consumer Class Representatives	TPP Class Representatives
Hetero	\$5,000 each (\$25,000 total)	\$15,000 each (\$30,000 total)
Aurobindo	\$1,000	\$3,000 each (\$6,000 total)
Vivimed	\$1,000	\$3,000 each (\$6,000 total)

These requested amounts are well within the ranges approved by courts in this District and Circuit in similar nationwide consumer and TPP class actions. The amounts differ based on the amounts of time and effort expended by each class representative as to each case.

II. PERTINENT BACKGROUND

A. Case Overview

Plaintiffs set forth a thorough overview of the main allegations in this MDL litigation and its current procedural posture in their since-granted motion for preliminary approval. *See generally* ECF 3104; ECF 3194; ECF 3209. Plaintiffs incorporate those overviews by reference and will not repeat them here. Plaintiffs merely note that these class action settlements will resolve all claims on a nationwide

basis concerning allegedly contaminated (i) valsartan sold by Hetero; (ii) irbesartan sold by Aurobindo; and (iii) losartan sold by Vivimed.

B. Settlement Overview

The Court is familiar with the Settlements' terms from Plaintiffs' motions for preliminary approval and briefs in support (ECF 3104 and ECF 3104-1; ECF 3194 and ECF 3194-1; and ECF 3209 and ECF 3209-1), and the preliminary approval hearing on January 30, 2026. For purposes of this Motion, Plaintiffs recap the relief obtained for the Settlement Classes, which includes allocations of the recoveries between the consumers and TPPs.

The Hetero Settlement provides that Hetero will commit \$11,365,489.80 to a non-reversionary common fund, which net of deductions will be allocated 40% for consumer Settlement Class Members and 60% for TPP Settlement Class Members. Each consumer Settlement Class Member with qualifying claims may receive a pro rata share in an amount up to \$120.00, and potentially more if they provide sufficient documentation to support out of pocket expenses higher than \$120.00. TPP Settlement Class Members with qualifying claims will receive no less than a pro-rata share based on their documentable purchase amounts. Each TPP Settlement Class Member may further receive a pro-rata share of any funds not allocated to consumer class members. *See* ECF 3104 at 10-12; ECF 3104-3 at § IV.1-2.

The Aurobindo Settlement provides that Aurobindo will commit \$2,000,000.00 to a non-reversionary fund, which net of deductions will be allocated 70% for consumer Settlement Class Members and 30% for TPP Settlement Class Members. Each consumer Settlement Class Member with qualifying claims may receive a pro rata share in an amount up to \$128.52, and potentially more if they provide sufficient documentation to support out of pocket expenses higher than \$128.52. TPP Settlement Class Members with qualifying claims will receive no less than a pro-rata share based on their documentable purchase amounts. Each TPP Settlement Class Member may further receive a pro-rata share of any funds not allocated to consumer class members. *See* ECF 3194 at 9-11; ECF 3194-3 at § IV.1.

The Vivimed Settlement provides that Vivimed will commit \$1,899,000.00 to a non-reversionary fund, which net of deductions will be allocated 90% for consumer Settlement Class Members and 10% for TPP Settlement Class Members. Each consumer Settlement Class Member with qualifying claims may receive a pro rata share in an amount up to \$43.00, and potentially more if they provide sufficient documentation to support out of pocket expenses higher than \$43.00. TPP Settlement Class Members with qualifying claims will receive no less than a pro-rata share based on their documentable purchase amounts. Each TPP Settlement Class Member may further receive a pro-rata share of any funds not allocated to consumer class members. *See* ECF 3209 at 9-11; ECF 3209-3 at § IV.2.

The differing allocations to Settlement Class Members track the differences in percentages paid for the applicable drugs by consumers versus TPPs. TPPs tend to pay a higher percentage of more expensive drugs and a lower percentage for less expensive drugs. The Hetero products were at the higher end of the generic sartan pricing in the market at this time. As stated, the allocations were determined based on arms’ length negotiations.

To recap the three Settlements’ respective allocations amongst Settlement Class Members:

Defendant	Settlement Fund	Consumer Allocation	TPP Allocation
Hetero	\$11,365,489.80	40%	60%
Aurobindo	\$2,000,000.00	70%	30%
Vivimed	\$1,899,000.00	90%	10%

The Court-approved notice program for each Settlement is robust and goes beyond what other notice programs have entailed in similar consumer and TPP class action cases, insofar as it involves direct email and mail notice, and extensive internet notice. *See* ECF 3104-1 at 12-14 (summarizing notice plan); ECF 3194 at 12-14 (same); ECF 3209 at 11-13 (same).

Each Settlement provides that Plaintiffs may seek an award of attorneys’ fees of up to one-third of the total settlement amount, as well as litigation costs and, service awards for Plaintiffs in the amounts set forth above. *See* ECF 3104-3 at

§ XII.1-2; ECF 3194 at § XII.1-2; ECF 3209-3 at § XII.1-2. This information is included in the settlement notices and on the Settlement Website.

III. PLAINTIFFS' REQUEST FOR ATTORNEYS' FEES IS REASONABLE AND AUTHORIZED BY THE SETTLEMENT

At the conclusion of a successful class action, class counsel may apply to a court for an award of attorneys' fees. *See* Fed. R. Civ. P. 23(h). The amount of an attorneys' fee award "is within the district court's discretion so long as it employs correct standards and procedures and makes finding of fact not clearly erroneous[.]" *Sullivan v. DB Investments, Inc.*, 667 F.3d 273, 329 (3d Cir. 2011) (en banc) (internal quotations and citation omitted). Plaintiffs' Class Counsel request attorneys' fees of 33.3% of each settlement fund. This request falls within the acceptable range of fees routinely approved in this Circuit and this District.

A. A Percentage of the Fund Recovery is Appropriate

"Attorneys' fees requests are generally assessed under one of two methods: the percentage-of-recovery ('POR') approach or the lodestar scheme." *Sullivan*, 667 F.3d at 330. The POR approach is appropriate in cases involving a common settlement fund, i.e., when a settlement contemplates one fund from which class member payments and attorneys' fees will be paid. *See In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 821 (3d Cir. 1995). The Supreme Court has recognized that "a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a

reasonable attorney's fee from the fund as a whole.” *Brytus v. Spang & Co.*, 203 F.3d 238, 242 (3d Cir. 2000) (quoting *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980)).

Each Settlement indicates that Plaintiffs may request attorneys' fees up to one-third of the respective settlement funds, plus reimbursement of litigation costs and service awards. See ECF 3104-3 at § XII.1-2; ECF 3194 at § XII.1-2; ECF 3209-3 at § XII.1-2. This is an appropriate way to resolve attorneys' fees. See *Hensley v. Eckerhart*, 461 U.S. 424, 437 (1983) (“A request for attorneys' fees should not result in a second major litigation. Ideally, of course, litigants will settle the amount of the fee.”).

To determine whether a percentage under the POR approach is reasonable, courts in this Circuit consider the following non-exhaustive factors identified by the Third Circuit in *Gunter v. Ridgewood Energy Corp.*, 223 F.3d 190, 195 n.1 (3d Cir. 2001) and *In re Prudential Insurance Company of America Sales Practices Litigation Agent Actions*, 148 F.3d 283, 336-40 (3d Cir. 1998):

(1) the size of the fund created and the number of beneficiaries, (2) the presence or absence of substantial objections by members of the class to the settlement terms and/or fees requested by counsel, (3) the skill and efficiency of the attorneys involved, (4) the complexity and duration of the litigation, (5) the risk of nonpayment, (6) the amount of time devoted to the case by plaintiffs' counsel, (7) the awards in similar cases, (8) the value of benefits attributable to the efforts of class counsel relative to the efforts of other groups, such as government agencies conducting investigations, (9) the percentage fee that would have been negotiated had the case been subject to a private contingent fee

arrangement at the time counsel was retained, and (10) any innovative terms of settlement[.]

In re Diet Drugs Prods. Liab. Litig., 582 F.3d 524, 541 (3d Cir. 2009) (intervening citations omitted).

Further, when attorneys' fees are calculated based on the entire fund, a court "requir[es] every member of the class to share attorney's fees to the same extent that [they] can share the recovery." *Boeing*, 444 U.S. at 478. Thus, courts should only decrease a fee award, "[w]here a district court has reason to believe that counsel has not met its responsibility to seek an award that adequately prioritizes direct benefit to the class." *In re Baby Prods. Antitrust Litig.*, 708 F.3d 163, 178 (3d Cir. 2013). Class Counsel's fee request here falls within this acceptable range. As discussed *infra*, application of the appropriate factors supports the fee request. In addition, a fee award of 33.3% is consistent with (and indeed, in some cases, less than) the fee awards approved in similar cases.

The Size of the Fund (Factor One). The first factor favors Plaintiffs' fee request. Each settlement fund is sufficient to ensure that every single Settlement Class Member will receive a direct benefit from it. The settlement funds total \$11,365,489.80, \$2,000,000.00, and \$1,899,000.00 all in non-reversionary cash. *See supra* Part II.B. All of the money in each settlement fund inures to the benefit of the

Settlement Classes. No money will revert to the Defendants. This relief represents a significant, tangible value to Settlement Class Members in each Settlement Class.⁵

Thus, the size of each fund (factor one) favors the fee request here. *See, e.g., In re Flonase Antitrust Litig.*, 951 F. Supp. 3d 739, 747 (E.D. Pa. 2013) (this factor favored approval because “[e]very dollar of the net fund will be distributed to class members” after fees, costs, and service award).

Objections to the Settlement (Factor Two). Objections are not yet due under this Court’s preliminary approval order. *See* ECF 2341 at ¶¶ 13, 16. Therefore, this factor is neutral at this time. Plaintiffs will further address this factor in supplemental briefing after the claims, opt-out, and objection period and prior to the fairness hearing currently scheduled for June 30, 2026. *Id.* at ¶ 20.

The Complexity and Duration of the Litigation (Factor Four), the Skill and Efficiency of the Attorneys Involved (Factor Three), the Value of Benefits Attributable to the Efforts of Class Counsel (Factor Eight), Innovative Terms of the Settlement (Factor Ten), and Time Devoted by Class Counsel (Factor Six).

These factors collectively favor approval of the requested fees. The Third Circuit has found that the goal of percentage-based fee awards in a class case is to see that “that competent counsel continue to undertake risky, complex, and novel litigation.”

⁵ This settlement does not suffer from “clear sailing” provisions or reversion of any settlement funds to Defendants. *See In re Wawa, Inc. Data Security Litigation*, 85 F.4th 712, 726 (3d Cir. 2023).

Gunter, 223 F.3d at 198. “The single clearest factor reflecting the quality of class counsels’ services to the class are the results obtained.” *Cullen v. Whitman Medical Corp.*, 197 F.R.D. 136, 149 (E.D. Pa. 2000).

The complexity and duration of this MDL over the last seven years cannot be seriously doubted. The underlying claims and theories against Defendants (and the other named defendants) involve complicated factual and legal issues concerning, *inter alia*, API and finish-dose drug manufacturing and quality processes at overseas manufacturing facilities, and the regulations and practices concerning same. Those issues have been vigorously developed and hotly contested over seven years.

Class Counsel are seasoned attorneys with considerable experience litigating and settling class actions of similar size, scope and complexity. *See* Ex. 1 (Joint Counsel Decl.) at ¶ 7. Class Counsel regularly engage in major complex litigation involving consumer, TPP, other complicated class claims, and have been appointed class counsel by courts throughout the country including appointment as class counsel for the economic loss litigation class certified against all valsartan defendants in this MDL. *Id.* Navigating the strengths and weaknesses of the Settlement Classes’ claims was crucial to posturing the claims for settlement and the excellent result obtained for the benefit of each Settlement Class.

Also, the skill of Defendants’ lawyers should be considered and cannot be doubted. *See, e.g., In re Sunbeam Sec. Litig.*, 176 F. Supp. 2d 1323, 1334 (S.D. Fla.

2001) (“In assessing the quality of representation, courts have also looked to the quality of the opposition the plaintiffs’ attorneys faced”). Hetero is represented by Blank Rome LLP, a premier full-service law firm specializing in complex litigation and other areas, with hundreds of attorneys in 16 offices across the US and internationally (<https://www.blankrome.com>), along with Hill Wallack LLP with over 80 attorneys commanding a national presence in six major states (<https://www.hillwallack.com>). Aurobindo is represented by Morgan Lewis, an international firm with offices in the U.S., Europe, the Middle East and Asia with a client base that includes numerous Fortune 100 companies (<https://www.morganlewis.com/our-firm>), and Vivimed is represented by Linklaters, a global firm representing the world’s leading corporations, banks, funds and financial sponsors in their most complex legal matters. <https://www.linklaters.com/>. For this additional reason, Class Counsel were more than challenged by the defense of every single one of the many complicated issues in this action.

All told, the complexity and duration of the case (factor four) and the skill of Class Counsel (factor three) favor the requested fee. Further, because of Class Counsel’s experience and diligence, they were able to obtain a substantial monetary recovery for the Settlement Classes. Absent Class Counsel’s efforts, Settlement Class Members in each class did not stand to receive any recovery (factor eight).

See, e.g., In re Comcast Corp. Set-Top Cable Television Box Antitrust Litig., 333 F.R.D. 364, 337 (E.D. Pa. 2019) (that Settlement Class Members will receive benefits, “Given . . . many of whom would likely have received nothing without this Settlement, this factor [eight] weighs in favor of approving Plaintiffs’ fee request.”). This, too, favors the requested fee.

The Settlements were innovative insofar as they involved discrete products and defendants in a much broader MDL. Each Settlement had to be negotiated in its own individual context, but against the backdrop of the entire MDL. Each Settlement allocation plan is attuned to the particulars of the specific Defendant and specific product that is the subject of each Settlement. Each allocation entailed significant work by Class Counsel and review by Judge Schneider. This militates in favor of Plaintiffs’ request. At worst, the innovative terms of the Settlements (factor ten) is neutral.

Finally, as to time devoted (factor six), Class Counsel along with Plaintiffs’ leadership have devoted tens of thousands of hours to this litigation as a whole, and hundreds if not thousands of hours on Defendant-specific issues, over the past seven years. Ex. 1 (Joint Counsel Decl.) at ¶10. The size and scope of the litigation required the efforts of numerous law firms appointed to leadership positions in the litigation including some teams of attorneys who conducted discovery, worked with experts, and developed litigation theories. Co-lead counsel conducted the primary settlement

negotiations resulting in each of these settlements. Ex. 1 (Joint Counsel Decl.) at ¶ 8. The work by this number of skilled, experienced attorneys was crucial to achieving these settlements. And, this was time that could not be spent on litigating other matters. Ex. 1 (Joint Counsel Decl.) at ¶ 10; *see Yates v. Mobile Cnty. Pers. Bd.*, 719 F.2d 1530, 1535 (11th Cir. 1983) (recognizing that the expenditure of 1,000 billable hours, often in significant blocks of time, “necessarily had some adverse impact upon the ability of counsel for plaintiff to accept other work”). This factor more than favors the requested fee.

Risk of Nonpayment (Factor Five). The risk of nonpayment in this action is not negligible and success was not guaranteed against Defendants with their manufacturing operations based overseas. As Plaintiffs explained at preliminary approval, were this matter to continue to be litigated, additional complicated, costly fact discovery and expert discovery would need to occur; class certification for the losartan and irbesartan cases would be a hotly-contested procedural event; and further merits briefing would involve substantial, potentially dispositive defenses raised by each Defendant at summary judgment or trial. *See* Ex. 1 (Joint Counsel Decl.) at ¶ 11. In short, this factor supports approval of the requested fee. *See, e.g., In re Flonase*, 951 F. Supp. 2d at 748 (“as a contingent fee case, counsel faced a risk of nonpayment in the event of an unsuccessful trial”); *see also* Ex. 1 (Joint Counsel Decl.) at ¶ 11 (Class Counsel litigated this case on contingent basis).

Awards in Similar Cases (Factor Seven), and the Percentage Fee Had It Been Negotiated on a Private Contingency Basis (Factor Nine). Both of these factors favor approval of the requested fees. Courts in this Circuit routinely approve class counsel fee awards up to “forty-five percent of the common fund.” *McDonough v. Toys R Us, Inc.*, 80 F. Supp. 3d 626, 653 (E.D. Pa. 2015) (collecting cases). The fee award requested here is 33.3% of the settlement fund, which is well within the range of fees approved by other courts in this District and Circuit.⁶

Moreover, were these cases brought individually on a contingency fee basis (factor nine), Class Counsel would be entitled to recover up to 40% of any recovery. *See, e.g., Dartell*, 2017 WL 2815073, at * 11 (“the customary contingent fee would likely range between 30% and 40% of the recovery”); *In re Lucent Tech., Sec. Litig.*, 327 F. Supp. 2d 426, 442 (D.N.J. 2006) (same); *In re Ikon Office Solutions, Inc. Secs. Litig.*, 194 F.R.D. 166, 194 (E.D. Pa. 2000) (“plaintiffs’ counsel routinely negotiate agreements providing for between thirty and forty percent of any recovery”).

⁶ *See, e.g., Johnson v. Comodo Grp., Inc.*, No. 16-4469, 2026 WL 296417, at *5 (D.N.J. Feb. 4, 2026) (40%); *In re Suboxone (Buprenorphine Hydrochloride & Naloxone) Antitrust Litig.*, 13-MD-2445, 2023 WL 8437034, at *14 (E.D. Pa. Dec. 4, 2023) (33.3%); *Brown v. Kardence Int’l, Inc.*, No. 22-1097, 2023 WL 6050215, at *5 (E.D. Pa. Sept. 15, 2023) (35%); *Beltran v. Sos Ltd.*, No. 21-7454, 2023 WL 319895, at *7 (D.N.J. Jan. 3, 2023) (33.3%); *Dartell v. Tibet Pharms. Inc.*, No. 14-3620, 2017 WL 2815073, at *10-11 (D.N.J. June 29, 2017) (33.3%); *In re Flonase*, 951 F. Supp. 3d at 748 (33.3%); *Adeva v. Intertek USA Inc.*, No. 09-1096, ECF 228 (D.N.J. Dec. 22, 2010) (34%).

In short, the requested fees per Settlement are reasonable and appropriate.

Defendant	Settlement Fund	Requested Attorneys' Fees (33.3%)
Hetero	\$11,365,489	\$3,788,496
Aurobindo	\$2,000,000	\$666,666
Vivimed	\$1,899,000	\$633,000

B. A Lodestar Cross-Check Underscores the Requested Fee's Reasonableness

Although “the percentage of common fund approach is the proper method of awarding attorneys’ fees,” courts in this Circuit occasionally apply the lodestar method as well as a cross-check of a fee calculation under the POR method. *See, e.g., In re Rite Aid Secs. Litig.*, 396 F.3d 294, 306 (3d Cir. 2005). “[T]he lodestar cross-check does not trump the primary reliance on the percentage of common fund method.” *Id.* at 307. “The lodestar cross-check calculation need entail neither mathematical precision nor bean-counting. The district courts may rely on summaries submitted by the attorneys and need not review actual billing records.” *Id.* at 306-07.

“The lodestar award is calculated by multiplying the number of hours reasonably worked on a client’s case by a reasonable hourly billing rate for such services based on the given geographical area, the nature of the services provided, and the experience of the attorneys.” *Id.* at 305. The lodestar is then subject to a

multiplier (sometimes called the “lodestar multiplier”). *Id.*; *see also, e.g., Lindy Bros. Builders, Inc. v. Am. Radiator & Std. Sanitary Corp.*, 540 F.2d 102, 117 (3d Cir. 1976).

The hours and rates in this action are reasonable, as set forth below. Plaintiffs’ counsel have invested tens of thousands of hours in this MDL. Class Counsel have undertaken a review of the hours incurred to date, which have been submitted to the Court on a quarterly basis since 2019 per CMO No. 4 (ECF 95), as modified (ECF 153), to reasonably estimate the hours spent on work specific to the cases against each Defendant and the general hours spent in the litigation benefiting the litigation of the cases against each of these Defendants. This is because a great deal of foundational and general work performed in this litigation inured to the benefit of all Plaintiffs (e.g. general discovery, attendance at court hearings, general liability and causation experts). This analysis was provided to and discussed with Judge Schneider. Under this analysis, the requested fee is less than the estimated total lodestar attributable to the Defendants in these three Settlements and is thus at the lower end of the range of cross-check lodestar multipliers approved by courts in this Circuit.⁷ *See* Ex. 1 (Joint Counsel Decl.) at ¶ 17.

⁷ *See, e.g., Starnes v. Amazon.com, Inc.*, No. 23-cv-484, 2023 WL 3305159, at *9 (E.D. Pa. May 8, 2023) (“lodestar cross-check of between 3.57 and 2.62 within the range awarded in common fund cases”); *Lincoln Adventures LLC v. Those Certain Underwriters at Lloyd’s, London Members*, No 08-0235, 2019 WL 4877563, at *6 (D.N.J. Oct. 3, 2019) (“Multiplier numbers ranging from one to four have been awarded in this Circuit when the lodestar method is applied to common fund cases.”); *Keller v. TD Bank, N.A.*, Civ. A. No. 12-5054, 2014 WL 5591033, at *16

The Number of Hours Worked is Reasonable. This litigation began over seven years ago. Plaintiffs' Counsel have spent tens of thousands of hours litigating this MDL. The estimated hours spent on work specifically pertinent to these Defendants and Settlements for a small subset of firms alone exceeds 1,228 hours for the Hetero Valsartan case; 245 hours for the Aurobindo Irbesartan case; and 125 hours for the Vivimed Losartan case.⁸ See Ex. 1 (Joint Counsel Decl.) at ¶ 16. The specific work undertaken includes but is not limited to the following as to Hetero:

- Extensive pre-filing investigation of the class claims;
- Conducting legal research regarding various procedural and substantive issues;
- Researching and drafting the complaints, ultimately culminating in the current operative Third Amended Consolidated Economic Loss Class Action Complaint (ECF 1708);
- Preparing extensive briefing and largely prevailing in opposing a motion to dismiss;
- Participating in extensive discovery exchanges, serving over 100 discovery requests on Hetero, and receiving the production of extensive discovery including ESI such as emails, paper documents, regulatory filings and communications, internal corporate documents, regulatory documents and standards, testing documents, documents relating to the recalls, root cause analyses, and sales and pricing data (*see ,e.g.*, ECF 328);
- Evaluating privilege logs;
- Arguing numerous complex discovery motions at regularly scheduled monthly discovery hearings;

(E.D. Pa. Nov. 14, 2014) (approving “multiplier of slightly above 3”); *In re Linerboard Antitrust Litig.*, MDL No. 1261, 2004 WL 1221350, at *16 n.9 (E.D. Pa. June 2, 2004) (3.67 multiplier); *Stop & Shop Supermarket Co. v. SmithKline Beecham Corp.*, Civ. A. No. 03-4587, 2005 WL 1213926, at *16 (E.D. Pa. May 20, 2005) (“**The 2003 Class Action Reporter survey found that the average lodestar multiplier was 4.5 . . .**”) (emphasis added).

⁸ When combined with the general hours conservatively allocated to these cases, the hours exceed 8,700 for the Hetero Valsartan case, 1,700 for the Aurobindo Irbesartan case and 1,600 for the Vivimed case. See Ex. 1 (Joint Counsel Decl.) at ¶ 17.

- Taking nine (9) Rule 30(b)(6) depositions of Hetero corporate representatives, and defending depositions of the five (5) consumer and two (2) TPP Representative Plaintiffs' depositions as well as participating in related depositions of third-party assignors and administrators. The corporate designee depositions in particular required extensive preparation and were conducted via Zoom as the witnesses were based for the most part in India;
- Submitting extensive expert reports regarding general causation, defending and taking general causation expert depositions and taking over a dozen class expert depositions tendered both jointly and individually by Defendants;
- Preparing and submitting *Daubert* briefing and oral argument;
- Filing a 110-page motion for class certification that included two hundred (200) exhibits including expert reports in support of class certification on points relating to liability and damages issues in support of class certification on points relating to ascertainability, and other Rule 23 criteria along with an additional thirty (30) pages of briefing on TPP issues (ECF 1747, 1749), and a forty (40) page Reply with seventy-eight (78) additional exhibits and supplemental expert reports, and TPP reply briefing (ECF 2058, 2059);
- Briefing an extensive opposition to the Rule 23(f) petition submitted by Defendants, which the Third Circuit ultimately denied. *See Valsartan, Losartan and Irbesartan Prods.*, No. 23-8005, ECF 60 (3d Cir. May 1, 2023);
- Engaging in extensive arm's-length negotiations with Hetero over many months, including confirmatory discovery, to arrive at this settlement, both directly and via the mediation process with Magistrate Judge Schneider, and Judge Kugler, until reaching agreement on the material terms on or about June 5, 2023, culminating in the January 25, 2024 Term Sheet;
- Drafting and negotiating settlement documents, including the lengthy settlement agreement, class notice, and working on the settlement administration plan; and
- Preparing the preliminary approval pleadings, attending hearings and preparing for the forthcoming final approval briefing.

Ex. 1 (Joint Counsel Decl.) at ¶ 19.

The work undertaken includes but is not limited to the following as to Aurobindo:

- Pre-filing investigation of the class claims;
- Conducting legal research regarding various procedural and substantive issues;
- Research and analysis of the contamination causes and issues;
- Analysis of regulatory documents, sales data;
- Drafting and filing of initial Aurobindo irbesartan complaints, and preparing a consolidated amended complaint;
- Drafting discovery requests;
- Engaging in discovery meet and confers and, as necessary, preparing for regularly scheduled court conferences;
- Engaging in extensive arm's-length negotiations with Aurobindo, including confirmatory discovery to arrive at this settlement, both directly and via an in person mediation process with Magistrate Judge Schneider, until reaching agreement on the material terms on or about November 28, 2023, culminating in the April 12, 2024 Term Sheet;
- Drafting and negotiating settlement documents, including the lengthy settlement agreement, class notice, and working on the settlement administration plan; and
- Preparing the preliminary approval pleadings, attending hearings and preparing for the forthcoming final approval briefing.

Ex. 1 (Joint Counsel Decl.) at ¶ 19. The lodestar cross-check supports the requested fee from the Aurobindo Irbesartan Settlement Fund.

Likewise, the time spent in the litigation and settlement pertinent to Vivimed was substantial, and notably included investigation into the losartan API from Hetero that Vivimed used for its own losartan. The work undertaken includes but is not limited to the following as to Vivimed:

- Pre-filing investigation of the class claims;

- Conducting legal research regarding various procedural and substantive issues;
- Research and analysis of the contamination causes and issues;
- Analysis of regulatory documents, sales data;
- Drafting and filing of initial Vivimed Losartan complaints, and preparing a consolidated amended complaint;
- Drafting discovery requests;
- Engaging in discovery meet and confers;
- Engaging in extensive arm's-length negotiations with Vivimed, including confirmatory discovery to arrive at this settlement until reaching agreement on the material terms culminating in the April 29, 2025 Settlement;
- Drafting and negotiating settlement documents, including the lengthy settlement agreement, class notice and working on the settlement administration plan; and
- Preparing the preliminary approval pleadings, attending hearings and preparing for the forthcoming final approval briefing.

Ex. 1 (Joint Counsel Decl.) at ¶ 19.

The Hourly Rates Are Reasonable. Billing rates “should be reasonable in light of the given geographical area, the nature of the services provided, and the experience of the attorneys.” *In re AT&T Corp. Secs. Litig.*, 455 F.3d 160, 164 (3d Cir. 2006) (internal quotations and citations omitted). Here, Class Counsel used reduced rates for legal personnel and attorneys. *See* Ex. 1 (Joint Counsel Decl.) at ¶ 20. The ranges for associate and partner attorneys ranged between \$250 and \$825, and not more than \$150 for other legal personnel. Ex. 1 (Joint Counsel Decl.) at ¶ 20. These rates are consistent with and more conservative than rates approved for attorneys in comparable law practices in this Circuit. *See, e.g., Flyn-Murphy v. Jaguar Land Rover N. Am., LLC*, No. 20-14464, 2025 WL 3771284, at *6 (D.N.J.

Dec. 31, 2025) (approving of blended attorney billing rate of \$811 per hour); *Fernandez v. Dou Yu Int'l Holdings Ltd.*, No. 2:23-cv-03161, 2025 WL 3564643, at *7 (D.N.J. Dec. 12, 2025) (finding rates between \$550-\$1,400 per hour for attorneys, and up to \$300 per hour for paralegals, to be “reasonable and commensurate with attorneys of similar experience in this geographic region”); *In re Remicade Antitrust Litig.*, No. 17-cv-4326, 2023 WL 2530418, at *28 (E.D. Pa. Mar. 15, 2023) (finding rates up to \$1,200 per hour reasonable for senior attorneys); *Adam X. v. N.J. Dep’t of Corr.*, No. 17-00188, 2022 WL 621089, at *11 (D.N.J. Mar. 3, 2022) (finding hourly rates up to \$995 per hour reasonable); *Moore v. GMAC Mortg.*, Civ. A. No. 07-4296, 2014 WL 125538188, at *2 (E.D. Pa. Sept. 19, 2014) (finding hourly rates used in the lodestar calculation reasonably ranged between \$325 and \$860 per hour); *In re Merck & Co. Vytorin ERISA Litig.*, Civ. A. No. 08-cv-285, 2010 WL 547613, at *13 (D.N.J. Feb. 9, 2010) (approving rates up to \$835 per hour). Other courts in this Circuit and elsewhere also have approved these same rates in other class action settlements involving Class Counsel.⁹ A 2014 Survey of Hourly Billing Rates

⁹ See, e.g., *Nixon v. Grande Cosmetics, LLC*, No. 1:22-cv-6639 (D.N.J.) (Bumb, C.J.) at ECF 48 (motion seeking same upper limit hourly fees for Class Counsel as those requested here) & ECF 71 (granting same); *Brodowicz v. Walmart, Inc.*, No. 21-cv-60643 (S.D. Fla.) at ECF 85 (motion seeking same upper limit hourly rates for Class Counsel as those requested here) & ECF 89 (granting same); *Smith v. Fifth Third Bank*, No. 1:18-cv-00464-DRC-SKB, 2021 WL 11713313, at *10 (S.D. Ohio Aug. 31, 2021); *Presque Isle Colon & Rectal Surgery v. Highmark Health*, No. 17-cv-0122 (W.D. Pa.) at ECF 62 (same request for nearly identical hourly rates) & ECF 64 (granting same); *Kumar v. Salov N. Am. Corp.*, No. 14-CV-2411-YGR, 2017 WL 2902898 (N.D. Cal. July 7, 2017); *Brill v. Bank of America, N.A.*, No. 2:16-cv-03817 (D. Ariz.) at ECF 26 (same

conducted by the National Law Journal shows that – nearly a decade ago – senior partner billing rates among law firms in New Jersey and Philadelphia were as high as \$850 to \$1,050 per hour.¹⁰ The NLJ survey has been cited with approval in district courts within this Circuit. *See, e.g., Harlan v. NRA Group, LLC*, No. 10-0324, 2011 WL 813961, at *1 n.1 (E.D. Pa. Mar. 2, 2011). Finally, the rates here are well below those compiled by a reputable third-party source often cited by courts.¹¹

All of this is to say the hourly rates used for the purpose of a lodestar cross check in this fee petition are reasonable.

The Lodestar Multiplier Is Reasonable. “The multiplier is a device that attempts to account for the contingent nature or risk involved in a particular case and the quality of the attorneys’ work.” *In re Rite Aid*, 396 F.3d at 305-306; *see Lindy*, 540 F.2d at 117 (multiplier reflects “the contingent nature of [the suit’s] success” and the “delay in the receipt of payment for services rendered”). Multipliers up “to four are frequently awarded.” *See, e.g., In re Cendant Corp. Prides Litig.*, 243 F.3d 722, 742 (3d Cir. 2001).

request) & ECF 32 (granting same); *Krimes v. JPMorgan Chase Bank, N.A.*, No. 2:15-cv-05087 (E.D. Pa.) at ECF 49 (same request) & ECF 58 (granting same).

¹⁰ <https://www.law.com/nationallawjournal/almID/1202636785489/>

¹¹ Under the Adjusted Laffey Matrix, these rates would range between \$359 and \$864, using the rates in effect when the first cases in this MDL were filed seven years ago. *See* <http://www.laffeymatrix.com/>. The same rates today are reported to be between \$508 and \$1,227. *Id.*

Here a conservative allocation of hours attributable to the litigation and settlement of these classes results in a negative lodestar compared to the requested fees and costs and is thus well within the range approved by courts in this Circuit.¹² As such, the lodestar cross-check supports Plaintiffs' fee request in each instance.

IV. THE COSTS REQUESTED ARE REASONABLE AND WERE NECESSARILY INCURRED

“Counsel for a class action is entitled to reimbursement of expenses that were adequately documented and reasonably and appropriately incurred in the prosecution of the class action.” *Lincoln Adventures LLC v. Those Certain Underwriters at Lloyd’s, London Members*, No. 08-0235, 2019 WL 4877563, at *8 (D.N.J. Oct. 3, 2019) (internal quotation marks and citation omitted); *see also Mills v. Elec. Auto-Lite Co.*, 396 U.S. 375, 391-92 (1970).

Plaintiffs seek to recover the following Settlement-specific total costs:

¹² *See, e.g., In re Veritas Software Corp. Secs. Litig.*, 396 Fed. Appx. 815, 818 (3d Cir. Oct. 4, 2010) (the “final lodestar multiplier of 1.52 was well within the range of attorneys' fees awarded and approved by this Court.”); *In re Cendant Corp.*, 243 F.3d at 742 (holding that a lodestar multiplier of three would be reasonable and appropriate); *Flynn-Murphy*, 2025 WL 3771284, at *16 (approving of 2.15 multiplier); *Kapolka v. Anchor Drilling Fluids USA, LLC*, No. 18-cv-1007, 2019 WL 5394751, at *11 (W.D. Pa. Oct. 22, 2019) (2.54 multiplier); *Lincoln Adventures LLC v. Those Certain Underwriters at Lloyd’s, London Members*, No. 08-0235, 2019 WL 4877563, at *6 (D.N.J. Oct. 3, 2019) (“Multiplier numbers ranging from one to four have been awarded in this Circuit when the lodestar method is applied to common fund cases.”); *Keller v. TD Bank, N.A.*, Civ. A. No. 12-5054, 2014 WL 5591033, at *16 (E.D. Pa. Nov. 14, 2014) (approving “multiplier of slightly above 3”); *In re Schering-Plough/Merck Merger Litig.*, No. 09-cv-1099, 2010 WL 1257722, at *18 (D.N.J. Mar. 26, 2010) (“multiplier of 2.18 is not uncommon”); *In re Linerboard Antitrust Litig.*, MDL No. 1261, 2004 WL 1221350, at *16 n.9 (E.D. Pa. June 2, 2004) (3.67 multiplier); *Stop & Shop Supermarket Co. v. SmithKline Beecham Corp.*, Civ. A. No. 03-4587, 2005 WL 1213926, at *16 (E.D. Pa. May 20, 2005) (“The 2003 Class Action Reporter survey found that the average lodestar multiplier was 4.5 . . .”).

Defendant	Requested Costs
Hetero	\$1,095,890
Aurobindo	\$121,879
Vivimed	\$48,611

Ex. 1 (Joint Counsel Decl.) at ¶ 23. These sums correspond to actual out-of-pocket costs that Plaintiffs' Counsel necessarily incurred in connection with the prosecution of this litigation that were specifically attributable to the particular Defendant or benefited each Settlement Class generally. Such costs are compensable in a class action. *See* Fed. R. Civ. P. 23(h). Class Counsel diligently analyzed the expenses, similar to the lodestar analysis discussed *supra*, to calculate the Plaintiff-side costs in this MDL that are reasonably attributable to each Defendant and Settlement. As with the lodestar analysis, this cost allocation analysis was presented to and reviewed with Judge Schneider.

The categories of expenses for which Class Counsel seek reimbursement are the type of expenses routinely charged to paying clients and, therefore, the full requested amount should be reimbursed. Ex. 1 (Joint Counsel Decl.) at ¶¶ 26-27. These expenses include but are not limited to costs associated with the following, and proportional to the litigation for each Defendant: filing and service fees; court reporters and videographers; class and merits experts; mediation sessions; discovery and data hosting, and travel expenses. *Id.* These expenses are reasonable and

justified. *See, e.g., Lincoln*, 2019 WL 4877563, at *8 (approving \$1,850,000 in similar costs); *Vista Healthplan, Inc. v. Cephalon, Inc.*, No. 2:06-cv-1833, 2020 WL 1922902, at *34 (E.D. Pa. Apr. 21, 2020) (approving \$2,663,468 in similar costs in multi-defendant pharmaceutical class action on behalf of consumers and TPPs); *In re CertainTeed Fiber Cement Siding Litig.*, 303 F.R.D. 199, 226 (E.D. Pa. 2014) (approving similar costs); *Yong Soon Oh v. AT&T Corp.*, 225 F.R.D. 142, 154 (D.N.J. 2004) (same).

V. THE REQUESTED SERVICE AWARDS ARE REASONABLE AND SHOULD BE APPROVED

Service awards “compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation.” *Sullivan*, 667 F.3d at 333 n.65 (internal quotations omitted). “It is particularly appropriate to compensate named representative plaintiffs with incentive awards where they have actively assisted plaintiffs’ counsel in their prosecution of the litigation for the benefit of a class.” *Fleisher v. Fiber Composites, LLC*, Civ. A. No. 12-1326, 2014 WL 86641, at *15 (E.D. Pa. Mar. 5, 2014) (internal quotations omitted).

The service awards requested here, consistent with each Settlement, are summarized as follows:

Defendant	Consumer Class Representatives	TPP Class Representatives
Hetero	\$5,000 each (\$25,000 total)	\$15,000 each (\$30,000 total)

Aurobindo	\$1,000	\$3,000 each (\$6,000 total)
Vivimed	\$1,000	\$3,000 each (\$6,000 total)

Each of these awards is reasonable and appropriate. The consumer and TPP Class Representatives in the Hetero Settlement not only committed substantial time and effort to this litigation since the inception, and bore the risks involved in prosecuting the class claims, but also were deposed. Ex. 1 (Joint Counsel Decl.) at ¶ 30. The smaller service awards for the Aurobindo and Vivimed Settlements reflect that the Class Representative still bore the risks and committed time and effort, but the losartan and irbesartan cases were filed more recently than the valsartan cases, and Class Representatives were not deposed in the losartan and irbesartan cases. Ex. 1 (Joint Counsel Decl.) at ¶ 30. The court-approved notice program informed Settlement Class Members of these requested awards.

Each service award falls squarely within the range approved in other cases. *See, e.g., Vista Healthplan*, 2020 WL 1922902, at *34 (approving \$15,000 service award to consumer class representative, and \$50,000 service award to each TPP class representative); *In re Humanigen, Inc. Secs. Litig.*, No. 2:22-cv-05258, 2024 4182834, at *14 (D.N.J. Sept. 13, 2024) (awarding \$7,500 to each consumer class representative); *Lincoln*, 2019 WL 4877563, at *9 (“the Court finds the proposed \$15,000 service awards to each of the two named plaintiffs to be fair and reasonable, and not excessive.”); *Haught v. Summit Res., LLC*, No. 1:15-cv-0069, 2016 WL

1301011, at *7 (M.D. Pa. Apr. 2016) (approving \$15,000 in service awards for class representatives, noting that service awards typically range “from \$1,000 to \$50,000” each); *In re Remeron End-Payor Antitrust Litig.*, No. 02-2007, 2005 WL 2230314, at *32-33 (D.N.J. Sept. 13, 2005) (approving \$30,000 service award); *see also* 4 *Newberg on Class Actions* § 11.38, at 11-80 (citing empirical study from 2006 that found average award per class representative to be \$16,000). The service award also represents less than 0.6% of the monetary relief available to the Settlement Class. The service awards requested here are reasonable.

VI. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant their motion for attorneys’ fees, costs, and service awards.

Dated: May 13, 2026

Respectfully Submitted,

/s/ Ruben Honik

Ruben Honik
HONIK LLC
1515 Market Street, Suite 1100
Philadelphia, PA 19102
Phone: (267) 435-1300
ruben@honiklaw.com

/s/ Daniel Nigh

Daniel Nigh
**NIGH GOLDENBREG RASO &
VAUGHN, PLLC**
14 Ridge Square NW
Third Floor
Washington, D.C. 20016
Phone: (850) 600-8090
dnigh@nighgoldenberg.com

/s/ Adam Slater

Adam Slater
**MAZIE, SLATER, KATZ &
FREEMAN, LLC**
103 Eisenhower Pkwy, 2nd Flr.
Roseland, NJ 07068
Phone: (973) 228-9898
aslater@mazieslater.com

/s/ Conlee S. Whiteley

Conlee S. Whiteley
KANNER & WHITELEY, LLC
701 Camp Street
New Orleans, LA 70130
Phone: (504) 524-5777
c.whiteley@kanner-law.com

MDL Plaintiffs' Co-Lead Counsel

/s/ Ruben Honik

Ruben Honik
HONIK LLC
1515 Market Street, Suite 1100
Philadelphia, PA 19102
Phone: (267) 435-1300
ruben@honiklaw.com

/s/ Conlee S. Whiteley

Conlee S. Whiteley
KANNER & WHITELEY, LLC
701 Camp Street
New Orleans, LA 70130
c.whiteley@kanner-law.com

/s/ John R. Davis

John R. Davis
SLACK DAVIS SANGER, LLP
6001 Bold Ruler Way, Suite 100
Austin, TX 78746
Phone: (512) 795-8686
jdavis@slackdavis.com

Consumer Economic Loss Co-Lead Class Counsel

/s/ Jorge Mestre

Jorge Mestre
RIVERO MESTRE LLP
2525 Ponce de Leon Blvd., Suite 1000
Miami, FL 33134
Phone (305) 445-2500
jmestre@riveromestre.com

/s/ Gregory P. Hansel

Gregory P. Hansel
**PRETI, FLAHERTY, BELIVEAU &
PACHIOS, CHARTERED, LLP**
One City Center
P.O. Box 9546
Portland, ME 04112
Phone: (207) 791-3000
ghansel@preti.com

Third-Party Payor Economic Loss Co-Lead Class Counsel

CERTIFICATE OF SERVICE

I hereby certify that on the date below, I caused a true and current copy of the foregoing to be filed and served upon all counsel of record by operation of the court's CM/ECF system.

Dated: May 13, 2026

/s/ David J. Stanoch
David J. Stanoch

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

**IN RE: VALSARTAN, LOSARTAN,
AND IRBESARTAN PRODUCTS
LIABILITY LITIGATION**

Case No. 1:19-md-2875

Hon. Renée M. Bumb

**JOINT DECLARATION IN SUPPORT OF PLAINTIFFS’
MOTION FOR ATTORNEYS’ FEES, COSTS AND SERVICE AWARDS IN
CONNECTION WITH CERTAIN CLASS SETTLEMENTS**

1. This declaration of Class Counsel and Plaintiffs’ MDL Leadership Counsel (together “Plaintiffs’ Counsel”) is submitted in support of Plaintiffs’ Motion for Attorneys’ Fees, Costs and Service Awards in connection with the Hetero Valsartan Economic Loss Settlement, the Aurobindo Irbesartan Economic Loss Settlement and the Vivimed Losartan Economic Loss Settlement.

2. These settlements were preliminarily approved by the Court on February 2, 2026 (orders granting preliminary approval at ECF 3241, ECF 3242, and ECF 3243).

3. Under these settlements, the Hetero Defendants will create a non-reversionary cash settlement fund totaling \$11,365,489; the Aurobindo Defendants will create a non-reversionary cash settlement fund totaling \$2,000,000; and the

Vivimed Defendants will create a non-reversionary cash settlement fund totaling \$1,899,000. This monetary relief is an excellent result for each Settlement Class.

4. Plaintiffs have moved the Court for attorneys’ fees of one-third (1/3) of each of the settlement funds and reasonable costs expended to be reimbursed from the funds created by each of these settlements as follows:

Defendant	Settlement Fund	Requested Attorneys’ Fees (33.3%)	Requested Costs
Hetero	\$11,365,489	\$3,788,496	\$1,095,890
Aurobindo	\$2,000,000	\$666,666	\$121,879
Vivimed	\$1,899,000	\$633,000	\$48,611

5. The requested costs represent the fractional costs allocable to these Defendants based on an analysis¹ provided to and discussed with the mediator who assisted with the mediation and negotiation of each settlement, the Hon. Joel Schneider (Ret.), former United States Magistrate Judge of the District of New Jersey. Judge Schneider presided over the discovery aspects of this MDL from its inception up until retirement and has continued his involvement in the MDL to the present through his work in the mediation of cases, both at the request of counsel,

¹ In order to assess the litigation hours and costs as a whole and fairly attribute time and costs to the remaining defendants proceeding with litigation, the analysis necessarily contains work product information regarding the significant remaining litigation and was thus shared confidentially with the mediator to protect this privilege.

and at the suggestion of the Court. As such, he has direct familiarity with the extensive litigation, the hours invested and expenses involved in the prosecution of these cases within the MDL since 2019.

6. These requested amounts are well within the ranges approved by courts in this District and Circuit in similar nationwide consumer and TPP class actions, based on Plaintiffs' Counsel's collective experience and the case law.

7. Class Counsel are seasoned attorneys with considerable experience litigating and settling class actions of similar size, scope and complexity. Class Counsel regularly engage in major complex litigation involving consumer, TPP, and other complicated class claims, and have been appointed class counsel by courts throughout the country, including appointment as class counsel for the economic loss litigation class certified against all valsartan defendants in this MDL. *See* ECF 2261 at 17 (appointing Class Counsel as counsel for the consumer economic loss classes); *id.* at 39 (same, as to TPP economic loss classes). At the time of that appointment, Class Counsel summarized their collective education and experience, which is incorporated by reference herein. *See* Consumer Economic Loss Class Pls.' Mem. in Support of Class Cert. (ECF 1748) at 65-66 & Exs. 198, 199, 200; TPP Economic Loss Class Pls.' Mem. in Support of Class Cert (ECF 1749) at 17 & Exs. 6, 7.

8. Likewise, Plaintiffs' court-appointed leadership counsel (ECF 96) have extensive experience in complex litigation and Multi-District Litigation and significantly contributed to the discovery process and the litigation of liability and other aspects of these cases. Co-lead counsel were significantly involved with and conducted primary settlement negotiations in each settlement.

9. Navigating the strengths and weaknesses of the Settlement Classes' claims was crucial to posturing the claims for settlement and the excellent result obtained for the benefit of each Settlement Class.

10. Class Counsel along with Plaintiffs' leadership counsel have devoted tens of thousands of hours to this litigation as a whole, and hundreds if not thousands of hours on Defendant-specific issues, over the past seven years. This was time that could not be spent litigating other matters. Plaintiffs' leadership counsel also took care to ensure work was assigned appropriately and without duplication.

11. Class Counsel along with Plaintiffs' leadership counsel have taken on the risk of nonpayment without guarantee of success. Were these matters to continue to be litigated, additional complicated, costly fact discovery and expert discovery would need to occur; class certification for the losartan and irbesartan cases would be a hotly-contested procedural event; and further merits briefing would involve substantial, potentially dispositive defenses raised by each Defendant at summary judgment or trial, all with the prospects of protracted and risky appeals to follow.

12. Plaintiffs' request for attorneys' fees in the amount of one-third of each settlement fund is both facially reasonable and supported by a lodestar cross-check.

13. A lodestar award is calculated by multiplying the number of hours reasonably worked on the case by a reasonable hourly billing rate for such services. That lodestar is then subjected to a multiplier or "lodestar multiplier", typically an enhancement, to account for risks borne and success achieved.

14. In order to demonstrate a lodestar cross-check, Class Counsel have undertaken a review of the hours incurred, which have been submitted to the Court on a quarterly basis since 2019 per CMO No. 4 (ECF 95), as modified (ECF 153), to reasonably estimate how many hours were spent on work relating to these Defendants' specific issues, and work that generally related to the issues involving all manufacturing defendants.

15. The requested award is supported by the specific work attributable to the litigation and settlement of each of the three cases. A summary of this work is listed in ¶ 19 below. It is further bolstered by a reasonable allocation to each Defendant of hours spent on general work performed in the MDL necessary to obtain these results.

16. Several firms were involved in litigating the economic loss cases against each Defendant as a team and the settlement of these cases which are the first settlements in the litigation. Taking for example only a small subset of these firms,

for the Hetero Valsartan case, using the reasonable rates set out herein, three firms alone, Mazie Slater Katz & Freeman, LLC, Kanner & Whiteley, LLC and Farr Law Firm, have over 1220 hours and a lodestar of over \$825,000, the vast majority of which was specifically related to litigating and settling this case. Likewise, two firms alone, Mazie Slater Katz & Freeman, LLC and Kanner & Whiteley, LLC, have over 245 hours and a lodestar of over \$175,000 for the Aurobindo Irbesartan case, and over 125 hours and a lodestar of over \$102,000 for the Vivimed Losartan case.

17. This subset of specific time is used for demonstrative purposes only and does not include tens of thousands of hours spent on the litigation of common issues benefiting the whole including the Plaintiffs in the settlements before the Court, as was intended by the structure of the MDL. The last quarterly report submitted to the Court indicates that as of February 28, 2026, over 150,000 hours have been submitted from inception to date. This time includes multiple categories of work attributable to the prosecution of the litigation as a whole rather than a specific defendant, including for example: approved committee meetings and calls, court appearances, expert depositions, working with experts and consultants, lead counsel/liaison counsel duties, scientific assessment, administration of time and expenses, and other administrative work. After the deduction of the hours/lodestar attributed to specific case work described above, the remaining hours multiplied by

an average rate of \$475² results in a lodestar of over \$70,000,000. Assigning a conservative 5% share of this lodestar to the Hetero Valsartan case, which was heavily litigated before settled, and assigning a 1% share each of this lodestar to the Aurobindo Irbesartan and Vivimed Losartan cases, when combined with the subset of specific hours attributed to each of these cases set out above in ¶ 16, results in a negative multiplier request in each settlement. (Hetero Valsartan: \$4,332,500 vs. request of \$3,788,496; Aurobindo Irbesartan: \$876,500 vs. request of \$666,666; Vivimed Losartan: \$801,500 vs. request of \$633,000). The same method results in additional hours attributable to the Hetero Valsartan case of 7,500, to the Aurobindo Irbesartan case of 1,500 and to the Vivimed Losartan case of 1,500.

18. This type of analysis was provided and discussed with Judge Schneider who, familiar with the extensive work this litigation entailed, and rates commonly used in cases such as these, expressed no qualms with the allocation of a reasonable portion of general work to these individual cases, or the reasons expressed in support.

19. The work undertaken in each of these cases is summarized as follows:

Hetero Valsartan

- Extensive pre-filing investigation of the class claims;
- Conducting legal research regarding various procedural and substantive issues;

² This average was obtained by reviewing the hours submitted by professional level and applying the rates and categories set out in ¶ 20.

- Researching and drafting the complaints, ultimately culminating in the current operative Third Amended Consolidated Economic Loss Class Action Complaint (ECF 1708);
- Preparing extensive briefing and largely prevailing in opposing a motion to dismiss;
- Participating in extensive discovery exchanges, serving over 100 discovery requests on Hetero, and receiving the production of extensive discovery including ESI such as emails, paper documents, regulatory filings and communications, internal corporate documents, regulatory documents and standards, testing documents, documents relating to the recalls, root cause analyses, and sales and pricing data (*see, e.g.*, ECF 328);
- Evaluating privilege logs;
- Arguing numerous complex discovery motions at regularly scheduled monthly discovery hearings;
- Taking nine (9) Rule 30(b)(6) depositions of Hetero corporate representatives, and defending depositions of the five (5) consumer and two (2) TPP Representative Plaintiffs' depositions as well as participating in related depositions of third-party assignors and administrators. The corporate designee depositions in particular required extensive preparation and were conducted via Zoom as the witnesses were based for the most part in India;
- Submitting extensive expert reports regarding general causation, defending and taking general causation expert depositions and taking over a dozen class expert depositions tendered both jointly and individually by Defendants;
- Preparing and submitting *Daubert* briefing and oral argument;
- Filing a 110-page motion for class certification that included two hundred (200) exhibits including expert reports in support of class certification on points relating to liability and damages and on points relating to ascertainability, and other Rule 23 criteria along with an additional thirty (30) pages of briefing on TPP issues (ECF 1747, 1749), and a forty (40) page Reply with seventy-eight (78) additional exhibits and supplemental expert reports, and TPP reply briefing (ECF 2058, 2059);
- Briefing an extensive opposition to the Rule 23(f) petition submitted by Defendants, which the Third Circuit ultimately denied. *See Valsartan, Losartan and Irbesartan Prods.*, No. 23-8005, ECF 60 (3d Cir. May 1, 2023);

- Engaging in extensive arm's-length negotiations with Hetero over many months, including confirmatory discovery, to arrive at this settlement, both directly and via the mediation process with Magistrate Judge Schneider, and Judge Kugler, until reaching agreement on the material terms on or about June 5, 2023, culminating in the January 25, 2024 Term Sheet;
- Drafting and negotiating settlement documents, including the lengthy settlement agreement, class notice and working on the settlement administration plan; and
- Preparing the preliminary approval pleadings, attending hearings, and the ongoing preparation for the forthcoming final approval briefing.

Aurobindo Irbesartan

- Pre-filing investigation of the class claims;
- Conducting legal research regarding various procedural and substantive issues;
- Research and analysis of the contamination causes and issues;
- Analysis of regulatory documents, sales data;
- Drafting and filing of initial Aurobindo irbesartan complaints, and preparing a consolidated amended complaint;
- Drafting discovery requests;
- Engaging in discovery meet and confers and, as necessary, preparing for regularly scheduled court conferences;
- Engaging in extensive arm's-length negotiations with Aurobindo, including confirmatory discovery to arrive at this settlement, both directly and via an in person mediation process with Magistrate Judge Schneider, until reaching agreement on the material terms on or about November 28, 2023, culminating in the April 24, 2024 Term Sheet;
- Drafting and negotiating settlement documents, including the lengthy settlement agreement, class notice and working on the settlement administration plan; and
- Preparing the preliminary approval pleadings, attending hearings, and the ongoing preparation for the forthcoming final approval briefing.

Vivimed Losartan

- Pre-filing investigation of the class claims, notably including the investigation into the losartan API from Hetero that Vivimed used for its own losartan;
- Conducting legal research regarding various procedural and substantive issues;
- Research and analysis of the contamination causes and issues;
- Analysis of regulatory documents, sales data;
- Drafting and filing of initial Vivimed Losartan complaints, and preparing a consolidated amended complaint;
- Drafting discovery requests;
- Engaging in discovery meet and confers and, as necessary, preparing for regularly scheduled court conferences;
- Engaging in extensive arm's-length negotiations with Vivimed, including confirmatory discovery until reaching agreement on the material terms culminating in the April 29, 2025 Settlement;
- Drafting and negotiating settlement documents, including the lengthy settlement agreement, class notice and working on the settlement administration plan; and
- Preparing the preliminary approval pleadings, attending hearings, and the ongoing preparation for the forthcoming final approval briefing.

20. For the calculation of a lodestar multiplier, Class Counsel used reasonable rates, irrespective of any higher rates used by individual firms, for legal personnel and attorneys:³

Professional Level	Rate
Legal Staff	\$100
Paralegals	\$150

³ These rates are used for the purposes of a lodestar cross-check only and are without prejudice to any individual firm's right to claim a higher rate in this or other litigation.

Associates 0-5 years	\$250
Associate 6-10 years	\$450
Associate 11-20 years	\$475
Partner 0-5 years	\$525
Partner 6-10 years	\$600
Partner 11-20 years	\$675
Partner 20+ years	\$825

21. These rates are consistent with or lower than rates charged by attorneys in comparable law practices in this Circuit. *See, e.g., Flyn-Murphy v. Jaguar Land Rover N. Am., LLC*, No. 20-14464, 2025 WL 3771284, at *6 (D.N.J. Dec. 31, 2025) (approving of blended attorney billing rate of \$811 per hour); *Fernandez v. Dou Yu Int’l Holdings Ltd.*, No. 2:23-cv-03161, 2025 WL 3564643, at *7 (D.N.J. Dec. 12, 2025) (finding rates between \$550-\$1,400 per hour for attorneys, and up to \$300 per hour for paralegals, to be “reasonable and commensurate with attorneys of similar experience in this geographic region”); *In re Remicade Antitrust Litig.*, No. 17-cv-4326, 2023 WL 2530418, at *28 (E.D. Pa. Mar. 15, 2023) (finding rates up to \$1,200 per hour reasonable for senior attorneys); *Adam X. v. N.J. Dep’t of Corr.*, 2022 WL 621089, at *11 (D.N.J. Mar. 3, 2022) (finding hourly rates up to \$995 per hour reasonable); *Moore v. GMAC Mortg.*, Civ. A. No. 07-4296, 2014 WL 125538188, at *2 (E.D. Pa. Sept. 19, 2014) (finding hourly rates used in the lodestar calculation

reasonably ranged between \$325 and \$860 per hour); *In re Merck & Co. Vytorin ERISA Litig.*, Civ. A. No. 08-cv-285, 2010 WL 547613, at *13 (D.N.J. Feb. 9, 2010) (approving rates up to \$835 per hour). Other courts in this Circuit and elsewhere have approved these same rates in other class action settlements involving Class Counsel.⁴ A 2014 Survey of Hourly Billing Rates conducted by the National Law Journal shows that – nearly a decade ago – senior partner billing rates among law firms in New Jersey and Philadelphia were as high as \$850 to \$1,050 per hour.⁵ The NLJ survey has been cited with approval in district courts within this Circuit. *See, e.g., Harlan v. NRA Group, LLC*, No. 10-0324, 2011 WL 813961, at *1 n.1 (E.D. Pa. Mar. 2, 2011). Finally, the rates used here for the purpose of a lodestar cross-check only, are well below those compiled by a reputable third-party source often cited by courts.⁶

⁴ *See, e.g., Nixon v. Grande Cosmetics, LLC*, No. 1:22-cv-6639 (D.N.J.) (Bumb, C.J.) at ECF 48 (motion seeking same upper limit hourly fees for Class Counsel as requested here) & ECF 71 (granting same); *Brodowicz v. Walmart, Inc.*, No. 21-cv-60643 (S.D. Fla.) at ECF 85 (motion seeking same upper limit hourly rates for Class Counsel as requested here) & ECF 89 (granting same); *Smith v. Fifth Third Bank*, No. 1:18-cv-00464-DRC-SKB, 2021 WL 11713313, at *10 (S.D. Ohio Aug. 31, 2021); *Presque Isle Colon & Rectal Surgery v. Highmark Health*, No. 17-cv-0122 (W.D. Pa.) at ECF 62 (request for nearly identical hourly rates) & ECF 64 (granting same); *Kumar v. Salov N. Am. Corp.*, No. 14-CV-2411-YGR, 2017 WL 2902898 (N.D. Cal. July 7, 2017); *Brill v. Bank of America, N.A.*, No. 2:16-cv-03817 (D. Ariz.) at ECF 26 (same request) & ECF 32 (granting same); *Krimes v. JPMorgan Chase Bank, N.A.*, No. 2:15-cv-05087 (E.D. Pa.) at ECF 49 (same request) & ECF 58 (granting same).

⁵ <https://www.law.com/nationallawjournal/almID/1202636785489/>.

⁶ Under the Adjusted Laffey Matrix, these rates would range between \$359 and \$864, using the rates in effect when the first cases in this MDL were filed nearly seven years ago. *See* <http://www.laffeymatrix.com/>. The same rates today are reported to be between \$508 and \$1,227. *Id.*

22. Using the hours attributable to each settlement and the rates above to determine a reasonable lodestar for each settlement, the requested fee is less than the estimated lodestar for specific and general time attributable to each settling Defendant without the application of a multiplier.

23. The following costs sought by counsel are also reasonable.

Defendant	Requested Costs
Hetero	\$1,095,890
Aurobindo	\$121,879
Vivimed	\$48,611

24. Each of these sums corresponds to an apportionment of certain out-of-pocket costs that Plaintiffs' counsel necessarily incurred in connection with the prosecution of this litigation that were specifically attributable to the particular Defendant and/or benefited the Classes generally. Such costs are compensable in a class action. *See* Fed. R. Civ. P. 23(h).

25. Class Counsel undertook an analysis similar to the lodestar analysis discussed above to calculate the Plaintiff-side costs in this MDL attributable to each Defendant and Settlement. This analysis and its bases were presented to and discussed with Judge Schneider, and he expressed no concerns.

26. The categories of expenses for which Class Counsel seek reimbursement are the types of expenses routinely charged to paying clients, and listed in CMO 4 (ECF 95).

27. These expenses include but are not limited to costs associated with the following, and proportional to the litigation for each Defendant: filing and service fees; court reporters and videographers; class and merits experts; mediation sessions; discovery and data hosting, and travel expenses. *Id.* These expenses are reasonable and justified. *See, e.g., Lincoln*, 2019 WL 4877563, at *8 (approving \$1,850,000 in similar costs); *Vista Healthplan, Inc. v. Cephalon, Inc.*, No. 2:06-cv-1833, 2020 WL 1922902, at *34 (E.D. Pa. Apr. 21, 2020) (approving \$2,663,468 in similar costs in multi-defendant pharmaceutical class action on behalf of consumers and TPPs); *In re CertainTeed Fiber Cement Siding Litig.*, 303 F.R.D. 199, 226 (E.D. Pa. 2014) (approving similar costs); *Yong Soon Oh v. AT&T Corp.*, 225 F.R.D. 142, 154 (D.N.J. 2004) (same).

28. Plaintiffs have further moved for the granting of service awards for each of the class representatives in each settlement as follows:

Defendant	Consumer Class Representatives	TPP Class Representatives
Hetero	\$5,000 each (\$25,000 total)	\$15,000 each (\$30,000 total)
Aurobindo	\$1,000	\$3,000 each (\$6,000 total)
Vivimed	\$1,000	\$3,000 each (\$6,000 total)

29. These requested amounts are also well within the ranges approved by courts in this District and Circuit in similar nationwide consumer and TPP class actions. The amounts differ based on the amounts of time and effort expended by each class representative as to each case.

30. The awards are reasonable and appropriate. The consumer and TPP Class Representatives in the Hetero Settlement committed substantial time and effort to this litigation, bore the risk involved in prosecuting class claims and were also deposed. The smaller service awards for the Aurobindo and Vivimed Settlements reflect that the Class Representatives still bore the risk and committed time and effort but were not yet deposed in the more recently litigated Losartan and Irbesartan cases.

31. Each service award falls squarely within the range approved in other cases. *See, e.g., Vista Healthplan*, 2020 WL 1922902, at *34 (approving \$15,000 service award to consumer class representative, and \$50,000 service award to each TPP class representative); *In re Humanigen, Inc. Secs. Litig.*, No. 2:22-cv-05258, 2024 4182834, at *14 (D.N.J. Sept. 13, 2024) (awarding \$7,500 to each consumer class representative); *Lincoln*, 2019 WL 4877563, at *9 (“the Court finds the proposed \$15,000 service awards to each of the two named plaintiffs to be fair and reasonable, and not excessive.”); *Haught v. Summit Res., LLC*, No. 1:15-cv-0069, 2016 WL 1301011, at *7 (M.D. Pa. Apr. 2016) (approving \$15,000 in service awards for class representatives, noting that service awards typically range “from \$1,000 to

\$50,000” each); *In re Remeron End–Payor Antitrust Litig.*, No. 02–2007, 2005 WL 2230314, at *32-33 (D.N.J. Sept. 13, 2005) (approving \$30,000 service award); *see also* 4 *Newberg on Class Actions* § 11.38, at 11-80 (citing empirical study from 2006 that found average award per class representative to be \$16,000). The service awards also represent less than 0.4% of the monetary relief available to the Settlement Classes and are reasonable.

32. The Court-approved notice program informs the Settlement Class Members of each of these requested awards.

Dated: May 13, 2026

Respectfully Submitted,

/s/ Ruben Honik

Ruben Honik

HONIK LLC

1515 Market Street, Suite 1100

Philadelphia, PA 19102

Phone: (267) 435-1300

ruben@honiklaw.com

/s/ Daniel Nigh

Daniel Nigh

**NIGH GOLDENBREG RASO &
VAUGHN, PLLC**

14 Ridge Square NW

Third Floor

Washington, D.C. 20016

Phone: (850) 600-8090

dnigh@nighgoldenberg.com

/s/ Adam Slater

Adam Slater
**MAZIE, SLATER, KATZ &
FREEMAN, LLC**
103 Eisenhower Pkwy, 2nd Flr.
Roseland, NJ 07068
Phone: (973) 228-9898
aslater@mazieslater.com

/s/ Conlee S. Whiteley

Conlee S. Whiteley
KANNER & WHITELEY, LLC
701 Camp Street
New Orleans, LA 70130
Phone: (504) 524-5777
c.whiteley@kanner-law.com

MDL Plaintiffs' Co-Lead Counsel

/s/ Ruben Honik

Ruben Honik
HONIK LLC
1515 Market Street, Suite 1100
Philadelphia, PA 19102
Phone: (267) 435-1300
ruben@honiklaw.com

/s/ Conlee S. Whiteley

Conlee S. Whiteley
KANNER & WHITELEY, LLC
701 Camp Street
New Orleans, LA 70130
c.whiteley@kanner-law.com

/s/ John R. Davis

John R. Davis
SLACK DAVIS SANGER, LLP
6001 Bold Ruler Way, Suite 100
Austin, TX 78746
Phone: (512) 795-8686
jdavis@slackdavis.com

Consumer Economic Loss Co-Lead Class Counsel

/s/ Jorge Mestre

Jorge Mestre
RIVERO MESTRE LLP
2525 Ponce de Leon Blvd., Suite 1000
Miami, FL 33134
Phone (305) 445-2500
jmestre@riveromestre.com

/s/ Gregory P. Hansel

Gregory P. Hansel
**PRETI, FLAHERTY, BELIVEAU &
PACHIOS, CHARTERED, LLP**
One City Center
P.O. Box 9546
Portland, ME 04112
Phone: (207) 791-3000
ghansel@preti.com

Third-Party Payor Economic Loss Co-Lead Class Counsel

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

**IN RE: VALSARTAN, LOSARTAN,
AND IRBESARTAN PRODUCTS
LIABILITY LITIGATION**

Case No. 1:19-md-2875

Hon. Renée M. Bumb

PROPOSED ORDER

And now, this _____ day of _____, 2026, upon consideration of Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Awards in Connection with Certain Class Settlements, and any response or reply thereto, it is hereby ORDERED that the motion is GRANTED. Representative Plaintiffs and Class Counsel are awarded the following, pursuant to and to be paid in accordance with the Settlements:

1. Attorneys' fees to Class Counsel as follows: \$3,788,496.00 in the Hetero Valsartan Settlement; \$666,666.00 in the Aurobindo Irbesartan Settlement; and \$633,000.00 in the Vivimed Losartan Settlement;
2. Costs to Class Counsel as follows: \$1,095,890.00 in the Hetero Valsartan Settlement; \$121,879.00 in the Aurobindo Irbesartan Settlement; and \$48,611.00 in the Vivimed Settlement; and

3. Service awards to Representative Plaintiffs as follows: \$5,000 to each consumer class representative, and \$15,000 to each TPP class representative, in the Hetero Valsartan Settlement; \$1,000 to the consumer class representative, and \$3,000 to each TPP class representative, in the Aurobindo Irbesartan Settlement; and \$1,000 to the consumer class representative, and \$3,000 to each TPP class representative, in the Vivimed Losartan Settlement.

SO ORDERED,

Bumb, C.J.