

CARELLA, BYRNE, CECCHI, BRODY
& AGNELLO, P.C.
JAMES E. CECCHI
KEVIN G. COOPER
5 Becker Farm Road
Roseland, NJ 07068
Telephone: 973/994-1700
973/994-1744 (fax)
jcecchi@carellabyrne.com
kcooper@carellabyrne.com

Local Counsel for Plaintiffs

UNITED STATES DISTRICT COURT

DISTRICT OF NEW JERSEY

BARBARA STROUGO, Individually)	No. 3:20-cv-10100-RK (TJB)
and on Behalf of All Others Similarly)	
Situated,)	<u>CLASS ACTION</u>
)	
Plaintiff,)	DECLARATION OF DAVID
)	WILLIAMS ON BEHALF OF CITY
vs.)	OF SUNRISE POLICE OFFICERS'
)	RETIREMENT PLAN IN SUPPORT
MALLINCKRODT PUBLIC LIMITED)	OF MOTION FOR FINAL
COMPANY, et al.,)	APPROVAL OF SETTLEMENT
)	
Defendants.)	
)	

I, DAVID WILLIAMS, declare as follows:

1. I am the plan administrator for the City of Sunrise Police Officers' Retirement Plan ("Sunrise"), whose motion to intervene in the above-captioned litigation (the "Litigation") as a named plaintiff ("Named Plaintiff") was granted on August 7, 2023. ECF Nos. 122-123.

2. As the Named Plaintiff in the Litigation, Sunrise, along with lead plaintiff Canadian Elevator Industry Pension Trust Fund ("Lead Plaintiff," and with Sunrise, "Plaintiffs"), oversees the litigation activities of Lead Counsel Robbins Geller Rudman & Dowd LLP ("Lead Counsel" or "Robbins Geller") in the Litigation.

3. I respectfully submit this declaration in support of Plaintiffs' motion for final approval of the Settlement and Plan of Allocation and Lead Counsel's application for an award of attorneys' fees and expenses and an award to Plaintiffs pursuant to 15 U.S.C. §78u-4(a)(4) in connection with Sunrise's representation of the Class. I have personal knowledge of the statements herein, and, if called as a witness, could and would testify competently thereto.¹

4. In seeking intervention as the Named Plaintiff, and moving to be named as a co-class representative with Lead Plaintiff, Sunrise understood its duty to serve

¹ All capitalized terms that are not otherwise defined in this declaration have the same meanings ascribed to them in the Stipulation of Settlement. ECF No. 148-4.

the interests of Class Members by supervising the management and prosecution of the Litigation.

5. Sunrise has vigorously prosecuted this Litigation on behalf of the Class since receiving permission to serve as the Named Plaintiff. Sunrise agreed to settle the Litigation only after balancing the risks of a trial and appeal, if Plaintiffs prevailed, against the immediate benefit of a \$46,000,000 recovery.

6. From the time Sunrise first learned that serving as the Named Plaintiff could benefit the Class, in late May 2023, Sunrise was kept fully informed regarding case developments and procedural matters over the course of the Litigation, including engagement with Robbins Geller concerning the litigation strategy in connection with intervention, discovery, class certification, and the potential resolution of the Litigation.

7. I, on behalf of Sunrise, engaged in the following activities, among others, as part of Sunrise's duty as the Named Plaintiff in the Litigation: (i) engaged in numerous meetings, phone conferences, and correspondence with Robbins Geller; (ii) reviewed pleadings, briefs, and mediation statements; (iii) reviewed correspondence concerning the Litigation; (iv) identified and provided relevant documents and information during the discovery process; (v) prepared for my deposition on August 15 and 16, 2023, and provided deposition testimony on August 17, 2023, in connection with Plaintiffs' motion for class certification; (vi) consulted

with Robbins Geller regarding litigation strategy; and (vii) participated in, and was kept informed about, the mediation and settlement negotiations. I worked closely with Robbins Geller at each phase of the Litigation to ensure that Sunrise was fully complying with its mandate to act in the best interests of the Class.

8. In each instance, I took time away from my full-time job as the plan administrator for Sunrise, where I run the day-to-day business of Sunrise, which includes responsibilities such as calculating benefits and ensuring that benefits are paid to Sunrise members.

9. Over the course of the Litigation, I met and spoke with Robbins Geller regularly to discuss the status of the Litigation and Lead Counsel's prosecution strategy, including the potential for a settlement of the Litigation. I reviewed materials submitted by the parties to the mediator, was kept informed during the two full-day mediations, and engaged in follow up conversations with Robbins Geller in order to maximize the outcome for Class Members.

10. Sunrise has evaluated the significant risks and uncertainties of continuing this Litigation, including the possibility of a nominal recovery or even no recovery at all, and has authorized Robbins Geller to settle this Litigation for \$46,000,000. Mindful of these risks and uncertainties, Sunrise believes that this Settlement is fair and reasonable, represents a very good recovery, and is in the best interests of Class Members.

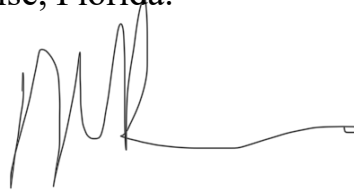
11. While Sunrise recognizes that any determination of attorneys' fees and expenses is left to the Court, Sunrise believes that Robbins Geller's request for attorneys' fees of one-third of the Settlement Amount and expenses not to exceed \$1,500,000, plus interest on both amounts, is fair and reasonable, as this Settlement would not have been possible without Robbins Geller's diligent and aggressive prosecutorial efforts.

12. I have expended approximately 30 hours on the prosecution of this Litigation, which would otherwise have been focused on my daily business activities at Sunrise. This estimate is based on my records, as well as Robbins Geller's records of communicating with me. Based on the amount of time I have expended in representing the interests of Class Members in connection with this Litigation, and considering my estimated hourly rate of \$275, I respectfully submit that an award of \$8,250 to Sunrise is reasonable and appropriate.

13. I respectfully request that the Court grant final approval of the Settlement, approve Robbins Geller's motion for an award of attorneys' fees and expenses, and award Sunrise \$8,250 for my time and expenses expended in representing the Class in this Litigation.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 10th day of March, 2025, at Sunrise, Florida.

A handwritten signature in black ink, appearing to read 'DW', with a horizontal line extending to the right.

DAVID WILLIAMS