UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS

GARY SPANO, *et al.*, *Plaintiffs*, vs. THE BOEING COMPANY, *et al.*, *Defendants*.	No. 06-cv-743-NJR-DGW

PLAINTIFFS' MEMORANDUM IN SUPPORT OF JOINT MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT

I. INTRODUCTION

This Settlement is the culmination of over nine years of litigation resulting in a $57 million Settlement Fund — the second largest ever for a case of this nature — returning significant money to employees and retirees of The Boeing Company, while providing valuable improvements to their 401(k) plan since the filing of this lawsuit and for years to come. Most class members will automatically receive their distribution directly into tax-deferred retirement accounts, and the parties also intend to provide those who have already left the Plan the option to receive their distribution in the form of a check made out to them individually or as a roll-over into another tax-deferred account.[1]

This litigation, which was commenced on September 28, 2006, alleges, among other things, that the fiduciaries responsible for overseeing the Plan breached their duties under Employee Retirement Income Security Act of 1974 (ERISA) by allowing the Plan to pay excessive fees, included an imprudently risky Technology Sector Fund, and imprudently managing the Plan's Company Stock Fund. Plaintiffs sought to obtain compensatory and affirmative relief for the Plan. Defendants denied and continue to deny any breaches or ERISA violations.

[1] The fully executed settlement agreement, dated November 4, 2015, ("Settlement") is attached hereto as Exhibit A and the Declaration of Class Counsel, Jerome J. Schlichter ("Schlichter Decl."), is attached hereto as Exhibit B.

This monetary payment and nonmonetary terms will provide meaningful relief to each class member. Under the Settlement's Plan of Allocation, the Class and each of the sub-classes — previously certified by this Court following an earlier Seventh Circuit ruling on class certification — will share the Settlement based on a formula which considers the alleged injury to each class member and the strength of their claims. The actual recovery per class member will depend on the number of class members who are eligible for an award, the class member's average account balances during the Class Period, and their potential injuries as a member of one or both of the previously certified sub-classes.

Plaintiffs filed this action nine years ago, at a time when 401(k) excessive fee cases were novel. Defendants have vigorously fought the allegations in this case throughout, consistent with what has been the defense approach in other 401(k) fee cases brought by Class Counsel. Following class certification, Defendants appealed. Following that appeal, Defendants opposed the new class definition and sub-classes, which, once certified, Defendants attempted to appeal as well. The case has been vigorously fought before this Court, the Seventh Circuit, and all the way to the literal day-of-trial. Plaintiffs assert that the results obtained through this Settlement — both monetary and non-monetary — are very beneficial to the Class.

The Settlement was the product of extensive arms-length negotiation with the assistance of Chief Judge Reagan of the Southern District of Illinois, following earlier mediations with national mediator Hunter Hughes and, separately, with two magistrate judges from the Southern District of Illinois. These mediations followed years of contentious litigation and fact and expert discovery. In light of the litigation risks further prosecution of this action would inevitably entail, it is proper for the Court to: (1) preliminarily approve the proposed Settlement; (2) approve the proposed form and method of notice to the Class (and sub-classes); and (3) schedule a hearing at

which the Court will consider final approval of the Settlement.

II. THE CLAIMS IN THE CASE

Plaintiffs alleged that Defendants were fiduciaries of the Plan and that Defendants engaged in breaches of fiduciary duty under 29 U.S.C. § 1104(a). In particular, Plaintiffs allege Defendants breached their fiduciary duty to ensure that the fees and expenses paid out of the assets in the Plan were reasonable and that the Plan's fiduciaries failed to make decisions concerning the Plan with the care, skill, prudence, and diligence under the circumstances then prevailing that prudent fiduciaries acting in a like capacity and familiar with such matters would have used.

These claims include claims of excessive administrative and recordkeeping fees, as well as assertions of imprudent management specific to the Company Stock Fund and the decision to include, and continue to offer, the Technology Sector Fund as one of the Plan's core investments.

The Action

This litigation began on September 28, 2006 with the filing of Plaintiffs' Complaint. The undertaking included contentious discovery that eventually included production of hundreds of thousands of pages of documents, lengthy expert reports of seven different experts, seventeen different expert depositions, and scores of other fact-witness depositions.

Plaintiffs filed an Amended Complaint on December 17, 2007, to, among other things, add Defendant Employee Benefits Investment Committee. Doc. 109. On August 25, 2008, Named Plaintiffs Spano, Bunk and James White, Jr. filed their Second Amended Complaint. Doc. 186. Marlene White would become a Class Representative as a beneficiary of Mr. White's account following his death. Doc. 491. These plaintiffs were joined by Kenneth Griffin and Douglas Peterman. *Id.*

Defendants filed a Motion to Dismiss or for Summary Judgment related to their defense of Statute of Limitations on September 9, 2008. Doc. 189. Plaintiffs filed their opposition on

November 10, 2008. Doc. 210. Defendants filed their original Motion for Summary Judgment concerning the merits of Plaintiffs' claims on January 15, 2009, which Plaintiffs also opposed. Docs. 213 and 223. Meanwhile, on September 29, 2008, the Court granted Plaintiffs' Motion for Class Certification (Doc. 193), which Defendants subsequently appealed to the Seventh Circuit (Doc. 279) and which caused the Seventh Circuit to stay the case. Doc. 298. Ultimately, on appeal, the initial order granting class certification was vacated, and the case was remanded for further proceedings. Doc. 306-1.

On March 2, 2011, Plaintiffs filed their Amended Motion for Class Certification (Doc. 309), In light of developments during the litigation stay, the Court ordered rebriefing of summary judgment (Doc. 364) and Defendants renewed both of their motions. Docs. 368 and 370. On September 19, 2013, the Court granted certification of the current class and sub-classes, (Doc. 397), and Defendants' request for interlocutory review was denied. Doc. 398. The Court then permitted Defendants to resubmit their motions for summary judgment, which Defendants did on January 8, 2014. Docs. 406 and 407. Defendants' motion on the merits was denied and their motion based on the statute of limitations was granted in part and denied in part on December 30, 2014. Doc. 466.

The case was set for trial to begin at noon on August 26, 2015. Doc. 486. That morning, the parties met with Chief Judge Reagan in one last effort to resolve the case before trial. That effort was successful, and the parties reached a provisional settlement. The Court cancelled the trial setting. Doc. 546. Ultimately, on November 4, 2015, the Parties reached this resolution and signed the Settlement Agreement.

III. THE TERMS OF THE PROPOSED SETTLEMENT

In exchange for the dismissal of the Action and for entry of the Judgment as provided for in

the Settlement Agreement, Defendants will make available to Settlement Class Members the benefits described below (the "Settlement Benefits").

Defendants will deposit $57,000,000 (the "Gross Settlement Amount") in an interest-bearing settlement account (the "Gross Settlement Fund"). The Gross Settlement Fund will be used to pay the participants' recoveries as well Class Counsel's Attorneys' Fees and Costs, Administrative Expenses of the settlement, and Class Representatives' Compensation as described in the Settlement Agreement. In addition to the monetary component of the Settlement, Defendants have agreed to retain an Independent Investment Consultant to review whether and how to offer technology sector exposure within the Plan.

Meanwhile, after not undertaking any competitive bidding process for plan recordkeeping during the class period, Defendants have recently completed their second such process since the filing of this action. Both of these processes resulted in significant fee savings compared to recordkeeping fees paid during the Class Period. The Plan is no longer recordkept by CitiStreet (or its successor, Voya), eliminating the concern raised by Plaintiffs' that Boeing's banking relationships with State Street and CitiStreet may have undermined their fiduciary processes.

Additionally, Boeing has removed high-priced mutual funds from the Plan and has replaced them with institutionally-priced separately managed accounts. Boeing has also taken steps to limit the need for excess cash holdings within the Company Stock Fund, which Plaintiffs' alleged reduced returns of that fund during the Class Period. The terms of the Settlement, as well as Plaintiffs' request for fees and reimbursement of cost, will be reviewed by an Independent Fiduciary.

Defendants have also consented to the Court's continuing jurisdiction over compliance with these requirements for the three year settlement period. Class Counsel will both monitor

compliance with the settlement for three years and take any necessary enforcement action without cost to the Class.

These benefits represent a significant value to the Plan above and beyond the monetary settlement.

A. Notice and Class Representatives' Compensation

The notice costs and all costs of administration of the Settlement will come out of the $57,000,000 Gross Settlement Amount. Incentive payments to the five Named Plaintiffs in an amount to be approved by the Court will also be paid out of the Gross Settlement Fund. Plaintiffs will seek $25,000 for Named Plaintiffs Spano, Bunk and White, and $10,000 for Named Plaintiffs Griffin and Peterman. This amount is well in line with precedent recognizing the value of individuals stepping forward to represent class — particularly in a case, like the present, where the potential benefit to any individual does not outweigh the cost of prosecuting the claim and there are significant risks, including the risk of no recovery, the risk of alienation from their employers and peers, the risk of exposure of sensitive financial and personal information, and the risk of uncompensated time and energy devoted to a lawsuit with uncertain prospects for success. *Beesley v. Int'l Paper Co*., 2014 U.S.Dist. LEXIS 12037, *13–14 (S.D.Ill. Jan. 31, 2014)(J. Herndon)(Approving Named Plaintiff Compensation of $25,000 each to six surviving named plaintiffs in 401(k) fee settlement and noting that "ERISA litigation against an employee's current or former employer carries unique risks and fortitude, including alienation from employers or peers."). Further, the total award requested for the Named Plaintiffs represents less than one-quarter of one percent of the Settlement Fund.

B. Attorneys' Fees and Costs

Class Counsel will request attorneys' fees to be paid out of the Gross Settlement Fund in an amount not more than one-third of the Gross Settlement Amount, as agreed with the Named Plaintiffs, or $19,000,000, as well as reimbursement of costs incurred of no more than $1,845,000. "A one-third fee is consistent with the market rate in settlements concerning this particularly complex area of law." *Abbott v. Lockheed Martin Corp*., 2015 U.S.Dist. LEXIS 93206, *7 (S.D.Ill. July 17, 2015)(J. Reagan) citing *Beesley v. Int'l Paper Co*., 2014 U.S.Dist. LEXIS 12037, *7 (S.D.Ill. Jan 31, 2014)(J. Herndon); *Will v. General Dynamics Corp*., 2010 U.S.Dist. LEXIS 123349, *9 (S.D.Ill. Nov. 22, 2010)(J. Murphy).

Further, the settlement has a value greater than the monetary amount. Class Counsel will not seek fees on the interest earned on the Gross Settlement Amount. Class Counsel will also seek no further fees or costs for review of compliance, document review, or for communications with Class members or Defendants during the three-year Settlement Period. Further, Class Counsel will not seek fees or costs if mediation or enforcement of the Settlement Agreement is necessary, and bears the risk of half of the costs of pursuing the settlement if the settlement is not approved or otherwise terminated. A formal application for attorneys' fees and costs and for named plaintiff awards will be made at least 30 days prior to the deadline for class members to file objections to the Settlement.

IV. ARGUMENT

a. General Governing Principles

In determining whether preliminary approval is warranted, the sole issue before the Court is whether the proposed settlement is within the range of what might be found fair, reasonable, and adequate, so that notice of the proposed settlement should be given to class members and a

hearing scheduled to consider final approval. The proposed agreement is viewed "in a light most favorable to settlement." *Isby v. Bayh*, 75 F.3d 1191, 1199 (7th Cir. 1996). The Court reviews the proposal preliminarily to determine whether it is sufficient to warrant public notice and a hearing. If so, the final decision on approval is made after the hearing. Manual for Complex Litigation, Fourth, §13.14, at 172-73 (Fed. Jud. Ctr. 2004) ("Manual Fourth"). The Court is not required at this point to make a final determination:

> The judge must make a preliminary determination on the fairness, reasonableness, and adequacy of the settlement terms and must direct the preparation of notice of the certification, proposed settlement, and date of the final fairness hearing.

Id. § 21.632, at 321. Preliminary approval is the first step in a two-step process required before a class action may be finally settled. *Id*. at 320. Courts first make a preliminary evaluation of the fairness of the settlement, prior to notice. *Id*. at 320-21. In some cases this initial assessment can be made on the basis of information already known to the court and then supplemented by briefs, motions and an informal presentation from the settling parties. *Id*.

There is an initial strong presumption that a proposed class action settlement is fair and reasonable when it is the result of arms-length negotiations. *Great Neck Capital Appreciation Inc. Partnership, L.P. v. PricewaterhouseCoopers, LLP*, 212 F.R.D. 400, 410 (W.D.Wis. 2002); *see also Newberg on Class Actions* §11.41 at 11-88 (3d ed. 1992). The proposed Settlement here is the result of lengthy, contentious and complex arms-length negotiations between the parties. Counsel on both sides are experienced and thoroughly familiar with the factual and legal issues presented. Courts recognize that the opinion of experienced and informed counsel supporting settlement is entitled to considerable weight. *Isby*, 75 F.3d at 1200. Class Counsel is very experienced in class action litigation generally and, in particular, class litigation arising from breaches of fiduciary duties to retirement plans under ERISA. It is Class Counsel's opinion that the proposed Settlement is fair and reasonable. Exh. A, ¶ 2. Class Counsel is intimately familiar

with this unique and complex area of law, as noted by other Courts considering cases alleging ERISA breaches of fiduciary duty with respect to fees and investments in 401(k) plans. *Abbott . Lockheed Martin Corp*., 2015 U.S.Dist. LEXIS 93206 (S.D.Ill. July 17, 2015)(J. Reagan) ("The law firm Schlichter, Bogard & Denton has had a humongous impact over the entire 401(k) industry, which has benefited employees and retirees throughout the country by bringing sweeping changes to fiduciary practices."); *Beesley v. Int'l Paper Co*., 3014 U.Dist. LEXIS 12037, *4–5 (S.D.Ill. Jan 31, 2014)(J.Herndon)("The Court remains impressed with Class Counsel's navigation of the challenging legal issues involved in this trailblazing litigation and Class Counsel's commitment and perseverance in bringing this case to this resolution."); *Will v. Gen. Dynamics Corp*., 2010 U.S.Dist. LEXIS 123349, *10 (S.D.Ill. Nov. 22, 2010)(J. Murphy)("Counsel's actions have led to dramatic changes in the 401(k) industry, including heightened disclosure and protection of employees' and retirees' retirement assets"); *Nolte v. Cigna Corp*., 2013 U.S.Dist. LEXIS 184622, *5 (C.D.Ill. Oct. 15, 2013)(J. Baker)("The law firm Schlichter, Bogard & Denton is the leader in 401(k) fee litigation.").

"Once the judge is satisfied as to the certifiability of the class and the results of the initial inquiry into the fairness, reasonableness, and adequacy of the settlement, notice of a formal Rule 23(e) fairness hearing is given to the class members." Manual (Fourth) § 21.633, at 321. Preliminary approval permits notice of the hearing on final settlement approval to be given to the class members, at which time class members and the settling parties may be heard with respect to final approval. *Id*. at 322. As explained below, the proposed Settlement now before this Court and on file herein falls squarely within the range of reasonableness warranting preliminary approval of the Class Notice apprising class members of the Settlement and setting a hearing on final approval.

"The temptation to convert a settlement hearing into a full trial on the merits must be resisted." *Mars Steel Corp. v. Continental Ill/ Nat'l. Bank & Trust Co. of Chicago.*, 834 F.2d 677, 684 (7th Cir. 1987). "The very purpose of a compromise is to avoid the trial of sharply disputed issues and to dispense with wasteful litigation." *McDonald v. Chicago Milwaukee Corp*., 565 F.2d 416, 426 (7th Cir. 1977). A settlement is fair to the plaintiffs in a substantive sense "if it gives them the expected value of their claim if it went to trial, net of the costs of trial." *Id*. at 682. In evaluating whether a class action settlement is fair, reasonable and adequate, "the factors which a district judge should consider are well established: the strength of the plaintiffs' case on the merits measured against the terms of the settlement; the complexity, length and expense of continued litigation; the degree of opposition to the settlement; the presence of collusion in gaining settlement; the opinion of competent counsel as to the reasonableness of the settlement; and the stage of the proceedings and the amount of discovery completed." *Donovan v. Estate of Fitzsimmons*, 778 F.2d 308 (7th Cir. 1985).

1. **The strength of the Plaintiffs' case on the merits.**

As discussed above, a significant theory for recovery by Plaintiffs is based on Defendants' failure to effectively and competitively bid recordkeeping services for the Plan and limit revenue sharing payments from the Plan's mutual funds to CitiStreet. This permitted CitiStreet, the recordkeeper, to charge allegedly excessive and unreasonable fees to all participants in the Plan. Plaintiffs contend that these actions constituted breaches of ERISA §404(a)'s duty of prudence. Defendants deny these claims. Additionally, Plaintiffs allege that Defendants failed to comply with ERISA's fiduciary standards by allowing excessive cash holdings in the investments of the Company Stock Funds, as well as by including a volatile Technology Sector Fund in the Plan.

ERISA Section 404(a)(1)(A) provides that "a fiduciary shall discharge his duties with

respect to a plan . . . for the exclusive purpose of: (i) providing benefits to participants and their beneficiaries; and (ii) defraying reasonable expenses of administering the plan."

Class Counsel continue to believe in the merits of these claims. However, there are significant legal obstacles and defenses which render recovery in this case uncertain, and, if there is a recovery, affect the amount. Defendants deny all of Plaintiffs' allegations, deny that they committed or participated in any fiduciary breaches or other wrongdoing, have vigorously contested Plaintiffs' allegations, and would continue to do so. Defendants would argue CitiStreet's compensation was reasonable given the services that were provided, that Boeing never benefitted, at the expense of the Plan, from any relationship between Citibank, CitiStreet and Boeing, and that the inclusion of a sector fund offered a high-risk, high-return option for those participants inclined to take such risks with a portion of their retirement portfolio.

Defendants would also argue that many of the allegedly imprudent acts, including the selection of all four mutual funds at issue in the case, took place prior to September 28, 2000, and, therefore, significant aspects of Plaintiffs' claims are barred by this Court's Order on Summary Judgment. Doc. 466.

Finally, Plaintiffs assert that the Company Stock Funds held an imprudently large investment in cash-equivalent instruments instead of being invested entirely in Company Stock. Defendants would likely argue at trial that cash levels were consistent with comparable Company Stock Funds during the class period, that cash was necessary in order to maintain daily valuation — the ability of participants to trade into and out of plan options each day — and that Boeing reacted prudently to control excessive trading in the Company Stock Fund when it was first identified by the Plan fiduciaries. Defendants would likely argue that any Plaintiffs' verdict would be unprecedented.

2. **The complexity, length and expense of continued litigation.**

The instant lawsuit is, as with many ERISA cases, quite complex in multiple respects. First, it is one of a group of cases which were the first to allege breaches of fiduciary duty against fiduciaries of a large 401(k) plan due to allegedly excessive fees. In Class Counsel's experience, these cases have been more hard fought than other hard fought cases because they are the first of their kind, and the defendants have sought to prevent similar litigation from developing in the future.

Second, the case presents novel legal issues. This is epitomized by the fact the case has already been up to the Seventh Circuit on a Rule 23(f) appeal at the class certification stage. If the litigation went to trial, additional years of appeal would be likely.

This has been the experience in another case handled by Class Counsel, *Tussey et al. v. ABB Inc., et al.*, Case 06-cv-4305 (W.D.Mo.). There, the case was tried in January 2010. Currently, after an appeal, affirmed in part, and a partial vacatur, the case is back before the trial court, and a timeline for the ultimate resolution of that action has not yet been set. *Tussey v. ABB, Inc.*, 746 F.3d 327 (8th Cir. 2014). A similar delay here would mean the case would still be unresolved until at least 2021.

Second, the case would require a complex trial with no fewer than six highly experienced testifying expert witnesses with extensive reports, as well as the dedication of tremendous resources. Recovery of damages at all is not certain as discussed above.

3. **The absence of collusion.**

The Settlement with Defendants was the result of intense negotiations, including over a year of negotiations between the parties with the aide of a private mediator, a Magistrate, and a Court-appointed special master. The parties have spoken many times, with and without the mediators,

in attempts to resolve differences on settlement terms. Settlement discussions with all parties were fully informed as a result of detailed adversarial factual discovery as well as by briefing and memoranda prepared by the parties on all contested legal issues. The negotiations were vigorous and both sides argued their respective positions strenuously. The resulting Settlement was undeniably the product of arms-length bargaining.

4. **The opinion of competent counsel as to the reasonableness of the settlement.**

Class Counsel are not only experienced and competent, but has been described by multiple U.S. District Judges as the leading firm in this complex area of law. Class Counsel believe the settlement to be fair and reasonable in light of the procedural and substantive risks Plaintiffs would face if litigation were to continue. Exh. A, para. 2. The parties will also submit the settlement terms to an independent fiduciary who will provide an opinion on its fairness before the final approval hearing.

5. **The stage of the proceedings and the amount of discovery completed.**

Plaintiffs conducted a very substantial amount of discovery. Defendants and third-parties provided Counsel hundreds of thousands of pages of documents. Each document was electronically indexed and sorted, and thereafter individually examined, analyzed and cataloged by an attorney. Class Counsel also painstakingly reviewed and analyzed additional and voluminous documents provided by Named Plaintiffs and other documents obtained from public filings with the Department of Labor. Experts retained by Plaintiffs were intimately familiar with financial services industry practices, investment management, recordkeeping, and retirement industry practices as well as industry fiduciary practices. These experts examined and analyzed the documents and depositions and provided opinions based on the record and their experience. Fifty-eight depositions were taken. This discovery documented the practices described above, the

participants' disclosures that were made, the history of the Plan, the investment management decisions made within the Company Stock Fund and Technology Sector Fund, and the recordkeeping and administrative fees charged to the Plan. Thus, Class Counsel extensively developed the facts supporting their claims, in tremendous detail.

V. THE PROPOSED NOTICE PLAN IS ADEQUATE

Due process and Rule 23(e) do not require that each Class Members receives notice, but do require that class notice be "reasonably calculated to reach most interested parties." *In re AT&T Mobility Wireless Data Services Sales Tax Litig*., 789 F.Supp.2d 935, 968 (N.D.Ill. 2011) (internal quotations omitted). "Notice is adequate if it may be understood by the average class member." *Wal-Mart Stores Inc. v. Visa USA Inc*., 396 F.3d 96, 114 (2d Cir. 2005)(internal quotations and citations omitted).

"Notice must be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Eisen v. Carlisle and Jacquelin*, 417 U.S. 156, 172 (1974). "Individual notice must be provided to those class members who are identifiable through reasonable effort." *Id*. at 175.

Here, the proposed form and method of notice of proposed settlement agreed to by the parties satisfy all due process considerations and meet the requirements of Fed. R. Civ. P. 23(e)(1). Plaintiffs' proposed form of Notice is attached to the Class Action Settlement Agreement. The proposed Notice will fully apprise Settlement Class members of the existence of the lawsuit, the proposed Settlements, and the information they need to make informed decisions about their rights, including (i) the terms and operation of the Settlement; (ii) the nature and extent of the release, (iii) the maximum counsel fees that will be sought; (iv) the procedure and timing for objecting to the Settlement and the right of parties to seek limited discovery from

objectors; (v) the date and place of the fairness hearing; and (vi) the website on which the full settlement documents, and any modifications to those documents, will be posted.

The Notice Plan consists of multiple components designed to reach class members. First, the Individual Notice will be sent by first-class mail to the address of current Plan Participants and the last known address of former Plan Participants shortly after entry of the Preliminary Approval Order. Addresses of class members are maintained by the Plan's personnel, who use this information for, *inter alia*, mailing Plan notices, participant communications, and other Plan-related information. Participants include both current and former employees and agents of The Boeing Company. In addition to the Individual Notice, Class Counsel will develop a dedicated website, www.VIPsettlement.com, solely for the settlement, and a link to that website will appear on Class Counsel's website, www.uselaws.com. The Notice Plan also includes a requirement for follow-up by the Claims Administrator for those class members whose notice letters are returned because they no longer reside at such address. Class members may also receive notice of the settlement by reading published articles likely to mention the settlement.

Thus, the form of notice and proposed procedures for notice satisfy the requirements of due process and the Court should approve the Notice Plan as adequate. *See* Newberg on Class Actions, § 8.34.

VI. CONCLUSION

For these reasons, the Plaintiffs' Unopposed Motion for Preliminary Approval of Class Settlement should be granted.

Dated: November 5, 2015

Respectfully submitted,

/s/ Jerome J. Schlichter
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CERTIFICATE OF SERVICE

I hereby certify that on November 5, 2015, I served this document on all parties via the Court's CM/ECF system.

/s/ Jerome J. Schlichter