

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF PENNSYLVANIA

MARTIN HOWARD, Individually and on  
Behalf of All Others Similarly Situated,

Plaintiff,

vs.

ARCONIC INC., et al.,

Defendants.

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) Civ. Action No. 2:17-cv-01057-MRH  
) **(Consolidated)**

) CLASS ACTION

) ~~PROPOSED~~ ORDER AWARDING  
) ATTORNEYS' FEES AND EXPENSES AND  
) AWARDS TO PLAINTIFFS

This matter having come before the Court on July 5, 2023, on the application for an award of attorneys' fees and expenses and awards to Plaintiffs (the "Fee Application"), the Court, having considered all papers filed and proceedings conducted herein, having found the Settlement of this Litigation to be fair, reasonable and adequate, and otherwise being fully informed in the premises and good cause appearing therefore;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. For purposes of this Order, all capitalized terms used but not otherwise defined herein shall have the meanings as set forth in the Stipulation of Settlement, dated April 21, 2023 (Dkt. No 220-1) (the "Stipulation").

2. This Court has jurisdiction over the subject matter of this application and all matters relating thereto, including all Settlement Class Members who have not timely and validly requested exclusion from the Settlement Class.

3. Notice of the Fee Application was given to all Settlement Class Members who could be located with reasonable effort. The form and method of notifying the Settlement Class of the Fee Application met the requirements of Rule 23 of the Federal Rules of Civil Procedure and the Securities Exchange Act of 1934, as amended by the Private Securities Litigation Reform Act of 1995 (15 U.S.C. § 77z-1(a)(7), 15 U.S.C. § 78u-4(a)(7)), due process, and any other applicable law, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to persons and entities entitled thereto.

4. The Court hereby awards attorneys' fees equal to 33 ⅓% of the Settlement Amount (\$24,666,666.66), plus expenses in the amount of \$835,395.08,<sup>1</sup> together with the interest on both

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<sup>1</sup> This amount includes an additional \$12,484.80 in damages expert fees from a late invoice that was recently received by Lead Counsel. Together with the original requested \$822,910.28, this revised amount is still below the \$975,000 expense cap disclosed in the Notice. This additional amount is reflected in the expenses requested by Robbins Geller Rudman & Dowd LLP.

amounts at the same rate and for the same time period as earned by the Settlement Fund until paid. The Court finds that the amount of fees awarded is fair, reasonable, and appropriate under the “percentage-of-recovery” method. The Court hereby awards attorneys’ fees (with interest earned) to Lead Plaintiffs’ Counsel in the following amounts, the allocation of which has been agreed to by the respective firms: Pomerantz LLP: \$18,120,877.94; Robbins Geller Rudman & Dowd LLP: \$5,436,263.39; Law Offices of Curtis V. Trinko: \$604,029.26; and Law Office of Alfred G. Yates, Jr., P.C.: \$505,496.07. This allocation does not include interest earned, which shall be allocated in the same proportion as the awarded fees. The Court hereby awards expenses (with interest earned) to Lead Plaintiffs’ Counsel in the following amounts: Pomerantz LLP: \$801,191.46; Robbins Geller Rudman & Dowd LLP: \$31,634.12; Law Offices of Curtis V. Trinko: \$1,872.41; and Law Office of Alfred G. Yates, Jr., P.C.: \$697.09.

5. The awarded attorneys’ fees and expenses, and interest earned thereon, shall be paid to Lead Counsel immediately upon execution of the Judgment and this Order, subject to the terms, conditions, and obligations of the Stipulation, and in particular, § 6 thereof, which terms, conditions, and obligations are incorporated herein.

6. In making this award of fees and expenses to Lead Counsel, the Court has considered and found that:

(a) the Settlement has created a fund of \$74 million in cash that is already on deposit, and numerous Settlement Class Members who submit, or have submitted, valid Proof of Claim and Release forms will benefit from the Settlement created through the efforts of counsel;

(b) over 500,000 copies of the Notice were disseminated to potential Settlement Class Members indicating that Lead Counsel would move for attorneys’ fees in an amount not to exceed thirty-three and one-third percent (33  $\frac{1}{3}$ %) of the Settlement Amount and for expenses,

costs, and charges in an amount not to exceed \$975,000, plus interest on both amounts, and no objections to the fees or expenses requested were filed by Settlement Class Members;

(c) counsel pursued the Litigation and achieved the Settlement with skill, perseverance, and diligent advocacy;

(d) counsel expended substantial time and effort pursuing the Litigation on behalf of the Settlement Class;

(e) counsel pursued the Litigation on a contingent basis;

(f) the Litigation involves complex factual and legal issues and, in the absence of settlement, would involve lengthy proceedings whose resolution would be uncertain;

(g) had counsel not achieved the Settlement, there would remain a significant risk that the Settlement Class may have recovered less, or nothing, from Defendants;

(h) public policy concerns favor the award of reasonable attorneys' fees and expenses in securities class action litigation; and

(i) the attorneys' fees and expenses awarded hereby are fair and reasonable and consistent with awards in similar cases within the Third Circuit.

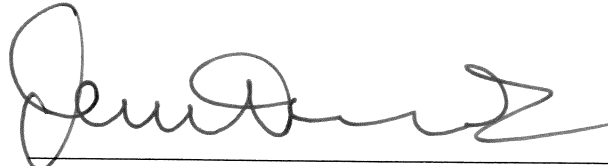
7. Pursuant to 15 U.S.C. § 77z-1(a)(4), 15 U.S.C. § 78u-4(a)(4), and controlling law, the Court awards \$15,000 to Lead Plaintiff Janet L. Sullivan; \$25,000 to Lead Plaintiff Iron Workers Local 580 – Joint Funds; and \$25,000 to Lead Plaintiff Ironworkers Locals 40, 361 & 417 – Union Security Funds, each to be paid from the Settlement Fund, for the time they spent directly related to their representation of the Class.

8. Any appeal or any challenge affecting this Court's approval regarding the Fee Application shall in no way disturb or affect the finality of the Judgment entered with respect to the Settlement.

9. In the event that the Settlement is terminated or does not become Final or the Effective Date does not occur in accordance with the terms of the Stipulation, this Order shall be rendered null and void to the extent provided in the Stipulation and shall be vacated in accordance with the Stipulation.

IT IS SO ORDERED.

DATED: 8-9-2023

A handwritten signature in black ink, appearing to read "Mark R. Hornak", written over a horizontal line.

THE HONORABLE MARK R. HORNAK  
CHIEF UNITED STATES DISTRICT JUDGE