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Class Counsel

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

**IN RE NVIDIA GTX 970 GRAPHICS CHIP
LITIGATION**

**THIS DOCUMENT RELATES TO:
ALL ACTIONS**

CASE NO.: 15-cv-00760-PJH

**DECLARATION OF ALAN M.
MANSFIELD IN SUPPORT OF
PLAINTIFFS' MOTION FOR
ENTRY OF ORDER FINALLY
APPROVING CLASS ACTION
SETTLEMENT AND MOTION FOR
APPROVAL OF AN AWARD OF
ATTORNEYS' FEES, COSTS AND
EXPENSES, AND INCENTIVE
AWARDS FOR CLASS
REPRESENTATIVES**

Date: December 7, 2016
Time: 9:00 a.m.
Courtroom 3 – 3rd Floor

Judge: Honorable Phyllis J. Hamilton

DECLARATION OF ALAN M. MANSFIELD

I, Alan M. Mansfield, declare as follows:

1. I am an attorney at law licensed to practice in the State of California. I am a member of the bar of this Court, and I am of counsel to Whatley Kallas LLP, Co-Lead Settlement Class Counsel for Plaintiffs. I make this declaration in support of Plaintiffs’ Motion for Entry of Order Finally Approving Class Action Settlement and the motion for payment of attorneys’ fees and reimbursement of expenses, being filed contemporaneously with this Motion. I have personal knowledge of the facts set forth in this declaration, and, if called as a witness, could and would competently testify thereto under oath.

2. I have been actively involved in the litigation of this action since its inception in January 2015. I am familiar with the proceedings and settlement in this action and the possible risks and factors we considered in reaching a successful resolution of the action on the terms set forth in the Settlement Agreement. If called upon as a witness, I would be competent to testify that the following facts are true and correct. The following is based on my personal recollection of events in this proceeding.

3. As set forth below and in the Declaration of Timothy Fisher being filed in connection with plaintiffs’ motion for payment of fees, expenses and class representative awards, through counsels’ diligent prosecution of this case, we negotiated a class-wide settlement with Defendants NVIDIA Corporation (“NVIDIA”), Gigabyte Global Business Corporation d/b/a Gigabyte Technology Co. Ltd., G.B.T. Inc. (together with Gigabyte Global Business Corporation, “Gigabyte”), ASUS Computer International (“ASUS”), and EVGA Corporation (“EVGA”). It is a result that I submit is fair, reasonable, adequate, and in the best interests of all Settlement Class Members and should, therefore, be finally approved by the Court.

4. My co-counsel Tim Fisher’s previous Declaration submitted in support of the motion for preliminary approval of this settlement set forth several factors we considered in entering into this settlement with Defendants, and the evidentiary basis supporting various settlement terms. Those facts will not be re-stated here, but provide further support of the reasonableness of this settlement and are incorporated herein by reference. This Declaration sets

1 forth several additional factors we considered in agreeing to this settlement and an explanation of
2 the terms of the settlement. The following is intended to give the Court an idea of the factors we
3 considered in negotiating the settlement to assess its reasonableness.

4 5. In addition, Mr. Fisher's Declaration being filed in support of the motion for award
5 of fees, costs and incentive awards provides a detailed timeline of the work we performed and the
6 time frames when we undertook such work. Rather than re-state Mr. Fisher's summary of the
7 timeline of events in this action, I incorporate his description by reference, and below provide a
8 summary of the time my firm expended in engaging in such efforts. As stated in that Declaration,
9 because this action is on-going, and the records reflect work product and attorney client
10 communications, these records are not be filed at this time but will be submitted under seal for *in*
11 *camera* review of the Court.

12 6. The operative Second Amended Consolidated Class Action Complaint ("SACC"),
13 which was prepared by both me and Mr. Deckant of the Bursor & Fisher firm and filed on
14 November 24, 2015 alleges the GTX 970 series of graphic processing units was designed by
15 NVIDIA and offered for sale through various retail outlets by companies such as NVIDIA,
16 Gigabyte, ASUS and EVGA (collectively the "GTX 970 devices"). According to the SACC at ¶ 4,
17 while the GTX 970 devices were represented as performing as a true "4 GB" of RAM GPU,
18 performance of the GTX 970 devices drops when the GPU processing demands require the GPU to
19 access RAM above 3.5 GB or 12.5% of their promised RAM. Plaintiffs allege that, as a result, the
20 GTX 970 devices were able to be sold at a price premium. In the SACC, Plaintiffs sought relief for
21 consumers nationwide in the form of explaining the nature of the device's characteristics and
22 reimbursement of losses for Settlement Class Members.

23 7. The SACC contains claims for: (1) Violation of the Magnuson-Moss Warranty Act,
24 15 U.S.C., § 2301, *et seq.*; (2) Breach of Express Warranty; (3) Breach of Implied Warranty of
25 Merchantability; (4) Common Counts/Assumpsit/Unjust Enrichment; (5) Violation of California's
26 Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*; (6) Violation of California's
27 Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*; (7) Violation of California's
28 False Advertising Law, Cal. Bus. & Prof. Code § 17500, *et seq.*; (8) Negligent Misrepresentation;

1 and Alternative Counts: (9) Violation of the Michigan Consumer Protection Act, Mic. Comp. Laws
2 § 445.901, *et seq.*; (10) Violation of the Florida Deceptive and Unfair Trade Practices Act, Fla.
3 Stat. § 501.201, *et seq.*; (11) Violation of New York Gen. Bus. Law § 349; (12) Violation of New
4 York Gen. Bus. Law § 350; (13) Violation of the Illinois Consumer Fraud and Deceptive Practices
5 Act, 815 Ill. Comp. Stat. § 505/1, *et seq.*; (14) Violation of the Missouri Merchandising Practices
6 Act, Mo. Rev. Stat. § 407.010, *et seq.*; (15) Violation of the Oklahoma Consumer Protection Act,
7 Okla. Stat. tit. 15 § 751, *et seq.*; (16) Violations of the Connecticut Unfair Trade Practices Act,
8 Conn. Gen. Stat. § 42-110, *et seq.*; (17) Violations of the North Carolina Unfair and Deceptive
9 Trade Practices Act, N.C. Gen. Stat. § 75-1.1; (18) Violation of the Maryland Unfair and Deceptive
10 Trade Practices Act, Md. Code Ann. § 13-303; (19) Violation of the Colorado Unfair and
11 Deceptive Trade Practices Act, C.R.S. § 6-1-105; (20) Violation of the Pennsylvania Unfair Trade
12 Practices and Consumer Protection Law, 73 Pa. Stat. § 201-1, *et seq.*; (21) Violation of the Georgia
13 Fair Business Practices Act; and (22) Violation of Similar Unfair and Deceptive Trade Practices
14 Act.

15 8. As detailed in both the Settlement Agreement and in the class notice approved by
16 the Court, under the terms of the settlement, if consumers fall within the definition of the
17 Settlement Class, they are entitled to the following relief:

18 **a. GTX 970 Cash Payment.**

19 (1) Settlement Class Members who own a GTX 970 device purchased prior to
20 the Preliminary Hearing Date are entitled to submit a Claim Form for each unit purchased
21 during the Class Period to the Settlement Administrator KCC. Subject to verification and
22 approval by the Administrator, members of the Settlement Class shall be entitled to a cash
23 payment of \$30.00 for each unit for which a timely Claim is submitted and approved by
24 the Administrator. If a Settlement Class Member purchased multiple units, they can
25 submit one Claim Form listing multiple Units. There is no cap limit on claims, either
26 individually or on a class-wide basis.

27 (2) If a Settlement Class Member receives direct notice of the terms of the
28 Settlement, they shall only be required to electronically provide on their Claim Form the

1 unique verification code provided on the direct notice sent to them by KCC, and any
2 updates to their mailing address, in order to submit a claim. By subpoenaing records from
3 the primary retailers of the GTX 970 devices, including Amazon, Best Buy, Fry's,
4 Newegg, PC Nation, Rakuten, and B&H Photo, including prevailing on a motion to
5 compel production from Amazon.com, we were able to obtain contact information for over
6 550,000 Settlement Class Members (subject to being reduced through deduplication of
7 various records identifying the same person), in addition to the warranty and registration
8 information maintained by Defendants.

9 (3) If a Settlement Class Member does not receive direct notice of the terms of
10 the Settlement sent to them by the Administrator, they are required to submit Proof of
11 Purchase for each Unit for which they submit a Claim Form. However, as set forth on the
12 settlement website (www.gtx970settlement.com), they can submit a serial number, the
13 device ID or other unique product number. And on the claims page of the settlement
14 website, Settlement Class Members are specifically shown where and/or how they can
15 obtain those unique identification numbers.

16 **b. Authorization of Cash Payment**

17 (1) The Settlement Administrator shall make determinations regarding the
18 validity of the claims of settlement class members in accordance with the following
19 procedures:

20 (a) Upon receipt of the Claim Form and unique verification code or
21 Proof of Purchase, as applicable, from a member of the Settlement Class, the
22 Administrator shall promptly examine the Claim Form to determine whether the
23 Settlement Class Member is eligible for the cash payment.

24 (b) If the documents received by the Administrator are complete and
25 indicate that the member of the Settlement Class is eligible for the cash payment (which
26 KCC has already undertaken to do), then after the conclusion of the Claim Period, and
27 upon the Effective Date unless the Parties otherwise agree, the Administrator shall
28 disburse payment to the Settlement Class Member in the amount indicated on the Claim

1 Form as approved by the Administrator, depending upon the number of GTX devices
2 being claimed. According to claims submitted so far, while the majority of persons have
3 submitted claims for one GTX 970 device, a significant number have submitted claims for
4 two or more units. Plaintiffs' counsel were able to obtain records from retailers that
5 indicate the number of units a person purchased, which will materially assist in the audit
6 and verification process.

7 (c) If the documents received by KCC indicate that the member of the
8 Settlement Class may be eligible for the cash payment, but are incomplete or otherwise
9 deficient, the administrator shall promptly notify the member of the omission(s) or
10 deficiency and the steps that must be taken to rectify them. In the event a Claim Form is
11 timely submitted but the administrator requires additional information to evaluate the
12 Claim Form, a member who receives notice of such a deficiency shall have until 30 days
13 after the date of the notice from KCC identifying such deficiencies to provide said
14 information. Such deadline will be specified in the deficiency letter.

15 (d) If the documents received by the administrator indicate that the
16 member of the Settlement Class is not eligible for the Cash Payment for the number of
17 units requested, or are received after the expiration of the Claim Period or after the
18 deadline to cure any deficiencies has passed, the Administrator shall notify the member of
19 the Settlement Class that he, she or it is not eligible for the Cash Payment as to the
20 number of units for which the claim cannot be verified.

21 (e) All valid and timely claims shall be paid within 30 days of the
22 receipt of funds for payment of claims from NVIDIA by the Administrator, provided that
23 the Settlement becomes Effective.

24 9. In addition to the relief as set forth above, the parties have agreed that Plaintiffs'
25 counsel may petition the Court to be paid their attorneys' fees and expenses up to a total of
26 \$1,300,000 to be paid by NVIDIA. This amount is in addition to and separate from all other
27 consideration and remedies available to the Settlement Class. Plaintiffs' counsel did not negotiate
28 attorneys' fees and expenses until after the principal terms and conditions of the settlement

1 benefitting the Settlement Class Members had been agreed to, and with the oversight, involvement
2 and recommendation of the Hon. Edward Infante (Ret.), in order to ensure there was no potential
3 conflict between the negotiations over the principal terms of the settlement benefitting the Class
4 and any fee negotiations.

5 10. Finally, Plaintiffs' counsel are also requesting, and Defendants have agreed not to
6 contest, that the Court approve payment to certain of the Class Representatives named in the SACC
7 and the related State Court Action, not to exceed collectively \$25,000.00, with such amounts to be
8 payable by NVIDIA to such persons as awarded by the Court upon the Settlement Agreement
9 becoming effective. This request for payments to the Class Representatives, similar to the fee
10 negotiations, was finally agreed upon after an agreement in principle had been reached on the other
11 non-fee terms of the settlement. We ultimately have agreed not to request this total amount, but
12 \$500 for each of the Class Representatives, plus an additional \$1,000 for certain Class
13 Representatives who provided additional effort during the course of the litigation.

14 11. The settlement negotiation process, which began in earnest beginning in June 2015,
15 included in-person meetings with representatives of Defendants in the Bay Area in July and
16 October 2015, and also direct negotiations by telephone between a limited number of Settlement
17 Class counsel and Defendants on practically a weekly basis. These in-person meetings included
18 obtaining information directly from Defendants' officers and employees, including the principal
19 designer of the GTX 970 GPU, Jonah Alben. In addition to the significant publicly available
20 information about the design of the GTX 970 devices, in connection with their settlement
21 discussions, NVIDIA disclosed significant information regarding the design, testing and operation
22 of the GTX 970 devices.

23 12. This effort culminated with an in-person mediation with Judge Edward Infante in
24 San Francisco in April 2016, which resulted in another series of telephone calls, negotiations and
25 ultimately a suggested mediator recommendation. The parties agreed on the parameters of a
26 settlement in late April 2016.

27 13. Based on reaching an agreement on the general parameters of a settlement, counsel
28 held continued settlement negotiations over the drafts of a Settlement Agreement, which was

1 finally executed and submitted to the Court on July 25, 2016. This process raised numerous issues
2 that, even though the settlement had been agreed to in principle, required an additional three
3 months of consultation and effort. Even after the settlement was preliminarily approved the parties
4 negotiated the precise workings of the settlement website and what methods of verification would
5 be appropriate and how they would be described, and even the color of the banner ads.

6 14. Throughout this entire process, both parties were made familiar with the claims and
7 contentions of each side, as well as the strengths and weaknesses of the claims and defenses of
8 each party, which included informal discovery and the exchange of evidentiary information. We
9 therefore engaged in negotiations where I believe all parties and their counsel were well-informed
10 of the relevant facts and acted in a manner that ensured such negotiations were arms' length and
11 non-collusive. I can attest, and NVIDIA's counsel Mr. Varian would likely confirm, that these
12 negotiations were protracted, well informed, and at times contentious, and on several occasions
13 reached a point where a settlement might not be achieved.

14 15. I believe that Plaintiffs and the Class have a meritorious case, both individually and
15 on a class-wide basis, and that the settlement embodied in the Settlement Agreement could not
16 have been achieved without the extensive settlement discussion and information exchange that took
17 place in this case. A broad range of both legal and factual issues presented themselves during the
18 course of prosecuting and resolving this action. Class Counsel analyzed these issues and
19 concluded that, while we believed the case possessed merit, there were risk factors in proving the
20 case at trial and in obtaining a greater recovery on behalf of the Settlement Class than achieved
21 through this settlement, particularly when compared to the relief obtained without a lengthy delay
22 that could have taken years to achieve through trial.

23 16. While I believe we could ultimately establish the GTX970 devices were not
24 accurately represented in terms of their real-world performance, this issue would be vigorously
25 contested by Defendants. In attempting to establish liability, counsel faced the risks that there
26 would be significant disputes whether the GTX 970 device characteristics were compliant with
27 applicable industry standards, the viewpoints expressed by technology experts on both sides of the
28 issue whether the devices worked as designed and if created significant operational issues. In

1 addition, although the Court has certified a Settlement Class as part of the preliminary approval
2 order, it has not certified a litigation class. Numerous decisions both for and against class
3 certification and several matters before the Ninth Circuit illustrate the risks to Plaintiffs and the
4 Settlement Class of proceeding to litigate certification issues on behalf of a nationwide class.

5 17. In terms of achieving relief such as a full repurchase of all GTX 970 devices, even if
6 such a remedy was warranted under the law and the facts (and we did not determine there was
7 fraudulent intent), such a remedy would not be provided by Defendants as part of a settlement,
8 since that is the most Plaintiffs could likely obtain in this litigation. Such relief would not be
9 available absent Plaintiffs prevailing on the pending pleadings motions, obtaining a nationwide
10 class certification order, engaging in significant discovery, prevailing against summary judgment,
11 and only then after a full trial and an appeal, with all the attendant risks and delays – which
12 reasonably would be at least five years down the road. Plaintiffs do not assert the GTX 970
13 devices do not perform at all; rather, Plaintiffs allege that the devices do not perform generally as
14 represented, which is why in the end rescission would likely not be a viable remedy on a class-wide
15 basis. Thus, considering the burden of proof we might be forced to sustain, the substantial
16 additional effort, expense, risks of adverse rulings, and the delays necessary to complete a trial on
17 the merits and to resolve post-trial motions, and the pending appeals, compared to the immediate
18 benefits achieved through this settlement, I believe that the settlement is a fair, reasonable, and
19 adequate result for the Class.

20 18. Realistic damage assessments were based on information available about
21 comparable and competitive products available on the market, average market prices for both
22 original and used GTX 970 devices. Plaintiffs had all of this information prior to negotiating the
23 settlement. In calculating a range of recovery for which Settlement Class Members might be
24 entitled to in this litigation (assuming that liability was established) in comparison to what is being
25 made available to Settlement Class Members under the terms of this settlement, we calculated the
26 range of damages was between \$42.75 and \$50.00 per GTX 970 device. *See* Declaration of L.
27 Timothy Fisher (Dkt. 130-2) at ¶ 4. Thus, while Class Counsel believed they had a strong case, the
28 case was certainly not without risk in terms of the range of possible recovery, assuming liability

1 could be established. The range of recovery went from zero if the Court or the jurors accepted
2 Defendants' arguments as to why there was no damage, to payment of a percentage of the actual
3 out-of-pocket expenditures made by Class members.

4 19. I believe, and the Court can verify this with counsel for Defendants, we were able to
5 obtain in settlement the most Defendants were willing to concede considering their denial of the
6 allegations.

7 20. Based on my conversations with counsel for Defendants, the parties on both sides
8 view this settlement favorably and, based on the contentious nature of settlement negotiations,
9 were able to ensure these were arms' length, non-collusive negotiations.

10 21. The expertise and experience of Class Counsel and their views is another important
11 factor to consider in assessing the reasonableness of this settlement. Whatley Kallas, LLP and
12 Bursor & Fisher P.A. are experienced practitioners in the complex litigation and class action fields.
13 The firm resumes of Whatley Kallas and Bursor & Fisher are already on file with the Court in
14 connection with the motion for preliminary approval of settlement (see Dkt. Nos. 130-1, Ex. 1 and
15 130-2, Ex. 3), and thus will not be re-submitted with this Declaration. Counsel for both Plaintiffs
16 and Defendants agree that the settlement achieved is fair, adequate and reasonable, and should be
17 approved by this Court.

18 22. As set forth in the Declaration of Phil Cooper of KCC, in addition to the extensive
19 CAFA notice provided to the U.S. and State Attorneys General, class notices were provided
20 through direct mailed and emailed notice to over 485,000 potential settlement class members, as
21 well as through published notice in *Wired* magazine. In addition, the settlement website
22 gtx970settlement.com was also established and went live on September 6, 2016 to answer
23 inquiries. The Settlement Administrator, co-counsel, and I have already received numerous calls,
24 letters and questions about the settlement, including numerous calls supporting the settlement and
25 operations of the settlement website. In addition, the settlement received significant online
26 coverage, including articles on the *PC World* magazine website within hours after the settlement
27 website went on line ([http://www.pcworld.com/article/3118700/components-graphics/geforce-gtx-
28 970-settlement-website-opens-nvidia-will-pay-graphics-card-owners-30.html](http://www.pcworld.com/article/3118700/components-graphics/geforce-gtx-970-settlement-website-opens-nvidia-will-pay-graphics-card-owners-30.html)).

1 23. To date, only one actual objection has been submitted (by Dr. Devin Kearns, Ph.D.),
2 and we are in the process of confirming that Dr. Kearns is a member of the settlement class. Only
3 two individuals have filed requests for exclusion. In comparison I have spoken with numerous
4 class members about this settlement, and their comments have been overwhelmingly positive; the
5 only issues have been logistics questions about the operation of the settlement website. I have also
6 received calls from several people outside the United States who are disappointed that they could
7 not participate in the settlement. The lack of any significant objections or requests for exclusion,
8 combined with the tens of thousands of settlement class members who have already submitted
9 claims and continue to do so on a daily basis, also weighs in favor of approving this settlement. In
10 terms of the presence of a governmental participant, in response to the CAFA notice sent out by
11 KCC in early October 2016, we received a communication from representatives of several state
12 Attorney General offices asking us to answer questions they have about the settlement. Due to the
13 availability of counsel, we have not been able to communicate as of this date but will attempt to do
14 so later this week. However, as they made clear, their inquiry of involvement (or lack thereof) is
15 not to be viewed as either an endorsement or indictment of this settlement. I will update the Court
16 when I submit our reply after the deadline for objections and exclusions has passed.

17 24. Attached hereto as Ex. 1 is a summary by timekeeper of the hours Whatley Kallas
18 has expended in this matter, up through October 14, 2016. I can provide a further breakdown of
19 this time by category if requested by the Court. However, this time was expended on the various
20 tasks and during the time frames set forth by Mr. Fisher in his Declaration being filed in support of
21 the parties' fee, expense and incentive award application. If requested by the Court I can provide a
22 more detailed breakdown and categorization of the tasks my firm incurred in connection with this
23 action and the hours devoted to each. However, suffice it to say I have been involved in every
24 aspect of this action from pre-suit investigation to filing the first Complaint raising these issues,
25 coordination of the various related actions and preparing the First and Second Amended
26 Consolidated Complaints, engaging in both party and third party discovery, briefing the motion to
27 dismiss filed by Defendants pursuant to Rule 12(b)(6), negotiating a protective order and ESI
28 protocol, engaging in protracted settlement negotiations, appearing at hearings, conferences and

1 settlement meetings, negotiating the language of the settlement agreement and associated exhibits,
2 working with the settlement administrator to develop the settlement notice and claims program, and
3 working with co-counsel in preparing the preliminary and final approval settlement papers and
4 communicating with class members.

5 25. I have reviewed my firm's time entries in our billing records, and have used billing
6 judgment to ensure that duplicative or unnecessary time has been excluded and that only time
7 reasonably devoted to the litigation has been included. The time and descriptions displayed in my
8 firm's billing records were regularly and contemporaneously recorded by me and the other
9 timekeepers of the firm pursuant to firm policy in the regular and ordinary course of my firm's
10 business operations, based on underlying records maintained by me and other timekeepers at
11 Whatley Kallas, and have been and are maintained in the computerized records of my firm based
12 on records that were created at or shortly after the time the actions reflected in those books and
13 records were actually undertaken. In summary, my office has expended 1,026.10 hours in attorney
14 and paralegal time on this case through October 14, 2016, and I reasonably anticipate billing at
15 least another 50 hours to this matter from that date through the final approval hearing date.
16 Multiplying the above hours by my firm's standard hourly rates results in a lodestar of
17 \$596,882.50.

18 26. I believe all of the time billed in this case by my firm was appropriate to
19 competently and professionally litigate the class claims against Defendants. All of the time and
20 expenses we incurred was contingent on the outcome of this action. Based on my historical
21 experience, Plaintiffs' counsel do not get paid "win or lose", and we occasionally lose on motions
22 or after trial, or the defendant goes bankrupt. Even when we do prevail, typically it is years after
23 we initiate the action, advancing all litigation costs without interest. I became involved in this case
24 with the expectation that counsel would receive a fee enhancement either based on a percentage of
25 the overall recovery or a lodestar/multiplier approach to compensate for our risk from the outset of
26 the action and delay in payment. As detailed above, this action possessed substantial risk.
27 However, we will not be receiving a multiplier, even though this case will have been litigated for
28 almost two years by the time of final settlement approval.

1 27. Over the past fifteen years at my present and previous firms, I made numerous fee
2 applications in courts throughout California for reimbursement of time expended. My billing rate,
3 as well as that of the other persons who billed time to this matter, was consistently approved as a
4 reasonable commercial market rate based on rates charged by other counsel in California with
5 similar experience charged for similar services litigating consumer fraud issues, and have never
6 been reduced. Based on my experience such rates are also similar to rates charged by defense
7 counsel in the Bay Area. In addition, Whatley Kallas has numerous hourly rate non-contingent
8 clients, and these are the rates we charge our clients or base our clients billing throughout the
9 United States. Thus such rates do not account for contingent risk or other factors that would be
10 included in a standard lodestar/multiplier analysis. Based on their levels of experience, my co-
11 counsels' billing rates are comparable to, if not more than, my firm's billing rates. I believe the
12 hourly rates used to calculate the above lodestar amount are my firm's commercially reasonable,
13 standard hourly rates for the relevant legal community.

14 28. To date, my firm has also incurred \$33,335.56 in reimbursable litigation expenses.
15 This consists primarily of expert consultant fees, copying and overnight delivery/ postage costs,
16 travel costs, and filing and service fees and costs, as summarized in Ex. 2 attached hereto. As with
17 our billing records, the descriptions displayed in my firm's expense records were regularly and
18 contemporaneously entered by my firm's accounting department pursuant to firm policy based on
19 underlying records maintained by me and other timekeepers at Whatley Kallas, and have been
20 maintained in the computerized records of my firm during the regular course of my firm's business
21 operations based on records, receipts or invoices that were created at or shortly after the time the
22 actions reflected in those books and records were actually undertaken. The /underlying records can
23 be submitted to the Court for in camera review to verify the accuracy of the entries on Ex. 2.

24 I declare under penalty of perjury under the laws of the United States and the State of
25 California that the foregoing is true and correct. Executed on October 25, 2016 at San Diego,
26 California.

27 

28 _____
Alan M. Mansfield (SBN: 125998)

EXHIBIT 1

In re NVIDIA GTX 970 Graphics Chip Litigation

SUMMARY OF HOURS EXPENDED

Attorney Code	Attorney Name	Hours	Rate	Amount
JRW	Joe R. Whatley	16.80	\$950.00	15,960.00
AMM	Alan M. Mansfield	668.30	\$750.00	501,225.00
PSJ	Patrick J. Sheehan	6.50	\$650.00	4,225.00
SSG	Scott Garrett	2.80	\$300.00	840.00
MAB	Mary Ann Bagwell	0.40	\$225.00	90.00
SAC	Sally Cormier	329.70	\$225.00	74,475.00
BBK	Becky Kirby	0.30	\$225.00	67.50
Total for Services		1,026.10		\$596,882.50

EXHIBIT 2

In re NVIDIA GTX 970 Graphics Chip Litigation**SUMMARY OF EXPENSES**

Code	Expense			Total
CON	Conference Calls			285.87
EXP	Expert Consultant			21,213.00
FIL	Filing/PHV Fees			1,241.00
MEA	Mediator Fees			4,015.33
OLR	Online Research			22.90
ONM/POS	Express Mail/Postage			1059.86
OSC	Outsourced Copies of Party and Non-Party Documents			300.09
SUP	Support Services (Outsourced - Service of 9 original and amended Subpoenas)			1,561.80
TRV	Travel/Meal Expense for meetings and hearing on the following dates 4/2/15 5/8/15 6/2/15 8/07/15 10/8/15 4/26/16 8/24/16			3,635.71
Total Costs for this matter				\$33,335.56