

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

ARKANSAS TEACHER RETIREMENT SYSTEM,
on behalf of itself and all others similarly situated,

Plaintiff,

v.

STATE STREET BANK AND TRUST COMPANY,

Defendant.

No. 11-cv-10230 MLW

ARNOLD HENRIQUEZ, MICHAEL T. COHN, WILLIAM R.
TAYLOR, RICHARD A. SUTHERLAND, and those similarly
situated,

Plaintiffs,

v.

STATE STREET BANK AND TRUST COMPANY,

Defendant.

No. 11-cv-12049 MLW

THE ANDOVER COMPANIES EMPLOYEE SAVINGS AND
PROFIT SHARING PLAN, on behalf of itself, and JAMES
PEHOUSHEK-STANGELAND, and all others similarly
situated,

Plaintiffs,

v.

STATE STREET BANK AND TRUST COMPANY,

Defendant.

No. 12-cv-11698 MLW

**LABATON SUCHAROW LLP'S SUBMISSION OF DECLARATION IN
RESPONSE TO COURT'S OCTOBER 16, 2018 ORDER (ECF NO. 494)**

Labaton Sucharow LLP ("Labaton") respectfully submits, as Exhibit 1 hereto, the Declaration of Michael Canty, in response to Paragraph 1 the Court's October 16, 2018 Order (ECF No. 494) and as directed in Court during the October 16, 2018 hearing in this matter.

Dated: October 18, 2018

Respectfully submitted,

By: /s/ Joan A. Lukey

Joan A. Lukey (BBO No. 307340)
Justin J. Wolosz (BBO No. 643543)
CHOATE, HALL & STEWART LLP
Two International Place
Boston, MA 02110
Tel.: (617) 248-5000
Fax: (617) 248-4000
joan.lukey@choate.com
jwolosz@choate.com

Counsel for Labaton Sucharow LLP

CERTIFICATE OF SERVICE

I hereby certify that this document filed through the ECF system will be sent electronically to all counsel of record on October 18, 2018.

/s/ Joan A. Lukey

Joan A. Lukey

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

_____)	
ARKANSAS TEACHER RETIREMENT SYSTEM,)	
on behalf of itself and all others similarly situated)	
)	No. 11-cv-10230 MLW
Plaintiffs,)	
)	
v.)	
)	
STATE STREET BANK AND TRUST COMPANY,)	
)	
Defendant)	
_____)	
ARNOLD HENRIQUEZ, MICHAEL T. COHN,)	
WILLIAM R. TAYLOR, RICHARD A. SUTHERLAND)	
and those similarly situated,)	No. 11-cv-12049 MLW
)	
v.)	
)	
STATE STREET BANK AND TRUST COMPANY,)	
STATE STREET GLOBAL MARKETS, LLC and)	
DOES 1-20)	
)	
Defendants.)	
_____)	
THE ANDOVER COMPANIES EMPLOYEES SAVINGS)	
AND PROFIT SHARING PLAN, on behalf of itself and)	
JAMES PEHOUSHEK-STRANGELAND, and all others)	
similarly situated,)	
)	No. 11-cv-11698 MLW
v.)	
)	
STATE STREET BANK AND TRUST COMPANY,)	
)	
Defendant.)	
_____)	

DECLARATION OF MICHAEL P. CANTY

I, MICHAEL CANTY, declare as follows:

1. I am a partner of Labaton Sucharow LLP (“Labaton” or “the Firm”) and also serve as General Counsel of the Firm. I joined the Firm in November of 2016 from the United

States Attorney's Office in the Eastern District of New York. I submit this Declaration in response to the Order of the Court dated October 17, 2018, which directed that:

Michael Canty, Esq. shall by October 18, 2018, submit an affidavit describing how many of Labaton's fee division arrangements Labaton has reviewed, and how many of those arrangements Labaton has revised in Labaton's efforts "to ensure that all such arrangements comply with applicable ethics requirements." citing Docket No. 485-1 para 4 (o).

ECF 494 at 2.

2. Beginning in approximately January 2018, Jonathan Gardner, a partner of Labaton who was appointed General Counsel in January of 2018, began the process at that time of updating and revising all active referral agreements. In that regard, the Firm retained and Mr. Gardner regularly consulted with an outside ethics expert, Hal Lieberman. Mr. Lieberman's resume is attached as Exhibit A. Upon my appointment to the position of General Counsel on July 18, 2018, when Jonathan Gardner assumed the position of Head of Litigation for the Firm, I continued the process of (a) reviewing and revising all fee referral arrangements in open cases; (b) reviewing and approving all fee referral agreements in new cases; and (c) implementing the changes to new referral agreements.

3. In response to the Court's directive, I oversaw a detailed review of the currently open cases at Labaton (*i.e.*, cases in which a final judgment of settlement or dismissal has not been entered). Based on that review I determined that Labaton currently has 150 open cases. Of these 150 open cases, 48 have referral arrangements subsumed in 18 referral agreements. With respect to 46 of these 48 cases, in consultation with our ethics consultant Mr. Lieberman, my predecessor Mr. Gardner began the process of ensuring that all referral agreements were in compliance with the New York ethics rules, which are considered to be among the most stringent with regard to referral relationships. All of the 46 cases with fee sharing arrangements in place

as of January 2018 were replaced with one of the two new uniform templates attached as Exhibits B and C. The Firm has entered into 2 additional referral agreements since then, which have also employed the new templates.

4. In order to ensure that I had located all referral arrangements, I inquired at a partners' meeting at which the vast majority of members were present in person or by phone, whether there were additional referral arrangements, not included in those referenced above, which may not have been through the approval process. I followed that up with an email to all partners. I learned of no referral arrangements outside of those reviewed and as approved as described above.

5. I also note that referral agreements require the signature of the General Counsel of the Firm and a representative of the law firm with whom Labaton has the referral obligation.

6. As an additional safeguard against any member of the Firm entering into any unauthorized referral agreement, the Firm requires that any fees to be paid out of a settlement to a referring counsel must be pursuant to an existing referral agreement approved by me or my predecessor as General Counsel before being disbursed. The Firm also requires that in fee petitions, Labaton disclose to the court the names of all attorneys who will be receiving a fee in the case, including any referring attorney or firm.

7. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 18th day of October, 2018.

/s/Michael P. Canty
Michael P. Canty

Exhibit A

HAL R. LIEBERMAN
35 Prospect Park West, Apt. 10A
Brooklyn, NY 11215

EDUCATION

J.D. Harvard Law School, 1967
Editorial Board, *Harvard Civil Rights-Civil Liberties Law Review*, 1966-67

A.B. *cum laude* University of Chicago, 1964

BAR ADMISSIONS

New York
Massachusetts
United States Supreme Court
Federal Appeals and District Courts in the First and Second Circuits
Israel Chamber of Advocates

PROFESSIONAL EXPERIENCE

Current Position

Partner, 2014 – Present
Emery Celli Brinckerhoff & Abady LLP
600 Fifth Avenue, 10th Floor
New York, New York 10020
212-763-5031
Website: hlieberman@ecbalaw.com
Blog: NYLegalEthics.attorney

Practice focuses on legal ethics, professional discipline, ethics expert witness testimony, malpractice, disqualification motions, sanctions, and law firm disputes

AV rated

Previous Positions

Partner, 2004 – 2014
(Managing Partner of New York Office, 2004 – 2012)
Hinshaw & Culbertson LLP
New York, NY 10022

Partner, 2000 - 2004
Edwards & Angell, LLP
New York, New York

Previous Positions (cont'd)

Counsel to the Firm, 1998-2000
Beldock Levine & Hoffman, LLP
New York, New York

Chief Counsel, 1989-98
Principal Trial Attorney, 1987-89
Departmental Disciplinary Committee
New York Supreme Court, Appellate Division
First Judicial Department

Assistant Bar Counsel, 1983-87
Litigation Section, Office of the Bar Counsel
Board of Bar Overseers of the Supreme Judicial Court of Massachusetts

Litigation Associate, 1982-83
Cope & Wilson, P.C.
Worcester, Massachusetts

Executive Director, 1977-82
Central Massachusetts Legal Services, Inc.
Worcester, Massachusetts

Associate Appellate Counsel, 1974-77
Criminal Appeals Bureau
Legal Aid Society of New York City

Various staff positions involving civil legal services to the poor, 1970-74

Faculty Positions

Adjunct Professor of Law, 2007, 2014 (*Spring semester*)
Columbia University School of Law
Co-teaching course on *The Legal Profession*

Adjunct Professor of Law, 1989-2001
Brooklyn Law School
The Legal Profession Required course for third year law students

Visiting Lecturer, legal ethics and professional discipline, 1983-97
Harvard Law School, Fordham Law School, Hofstra Law School,
Cardozo Law School, New York Law School

Assistant Professor and Pre-Law Advisor, 1968-70
North Carolina Central University
Durham, North Carolina

Lecturer on Law 1968-70
University of North Carolina Graduate School of Social Work
Chapel Hill, North Carolina

PROFESSIONAL AFFILIATIONS AND *PRO BONO* ACTIVITIES

New York City Bar Association
Chair, Committee on Professional Discipline (2001 – 2004)
Member, Committee on Professional and Judicial Ethics (2013 – Present)
Boston Bar Association
Ethics Committee (2000 – 2004)
New York State Bar Association
Committee on Professional Discipline (1989-Present)
South Brooklyn Legal Services, Inc.
Board of Directors (1989 – 2012)
Fellow, The New York Bar Foundation
Federal Bar Council
U.S. District Court, E.D.N.Y.
Grievance Panel
American Law Institute (elected in 1996)
American Civil Liberties Union
Association of Professional Responsibility Attorneys (APRL)

ADDITIONAL PROFESSIONAL ACTIVITIES

Commission on Statewide Attorney Discipline

Appointed a member by Chief Judge Jonathan Lippman, March 2015 - present
Commission is conducting a top-to-bottom review of the attorney discipline system throughout the state and issuing recommendations on how to reshape attorney discipline in New York to ensure fairness, efficiency and effectiveness.

Continuing Legal Education

Accredited Provider, 1999 - 2004
Continuing Legal Education Board of New York

Lawline.com, Faculty

Alternative Dispute Resolution

Founder, Coordinator, Trainer, 1989 - 1998
Complaint Mediation Panel
Departmental Disciplinary Committee
The country's first lawyer-client dispute resolution program serving as an adjunct to the professional disciplinary system.

Special Mediator, 1999 - Present
Complaint Mediation Panel
Departmental Disciplinary Committee

Expert Testimony and Opinions: Legal Ethics and Professional Responsibility Law

Provided expert opinions, in the form of live testimony, or testimony by affidavit or declaration, in approximately 45 cases since 1998, including proceedings pending before the Federal courts in New York (S.D.N.Y. and E.D.N.Y.), Florida (M.D. and S.D. of Fla.), the New York State Supreme Court (New York, Queens, Kings, Bronx, Westchester, Rockland, Nassau and Suffolk Cnty.), the Delaware Court of Chancery, and the District Court for the 15th Cir., Florida.

Principal author of N.Y.C. Formal Op. 2000-1.

Within the last four years, I have testified as an expert in five matters:

Wittels v. Sanford, et al., JAMS Arbitration No. 1410006306. In May 2014, I testified as an expert witness for the plaintiff, an attorney. The case is subject to a confidentiality agreement.

Korff v. Corbett, et al., Index No. 601425/03 (Sup. Ct. N.Y. Cnty.). In August 2014, I was deposed as an expert witness for the defendant.

Cohen v. Cohen, et al., Case No.: 09C10230 (LAP) (S.D.N.Y.). In May 2015, I was deposed as an expert witness for the plaintiff.

AAA Case No. 13-194-Y-00669-14. AAA arbitration. In October 2015, I testified as an expert witness for the defendant law firm. The case is under seal.

Sisca, et al. v. Gizzi, et al., Index No. 64451/2014 (Sup. Ct. Westchester Cnty.). In March 2017, I testified as an expert witness for the plaintiffs.

Publications

NEW YORK ATTORNEY DISCIPLINE: PRACTICE AND PROCEDURE 2014 (New York Law Journal Books/ALM Media 2014); book co-authored with Richard J. Supple and Harvey Prager (updated for 2017)

“The First Department’s New Rules for Attorney Discipline,” New York Law Journal, July 28, 2017

“New Rules for Attorney Disciplinary Matters: ‘Related Proceedings,’” New York Law Journal, March 20, 2017

“New Rules for Attorney Disciplinary Matters: Informal Proceedings,” New York Law Journal, September 29, 2016

“New Rules for Attorney Disciplinary Matters; Formal Proceedings,” New York Law Journal, April 1, 2016

“Fostering Efficiency in the Attorney Disciplinary Process,” New York Law Journal, January 21, 2016

“New 2016 Edition, New York Attorney Discipline Practice and Procedure,” New York Law Journal, November 13, 2015

“New York’s Catch-All Rule: Is It Needed? Part 2,” New York Legal Ethics Reporter, November 2, 2015

“Report on Statewide Attorney Discipline: Uniformity and Fairness,” New York Law Journal, October 23, 2015

“New York’s Catch-All Rule: Is It Needed? Part 1,” New York Legal Ethics Reporter, October 1, 2015

“‘Dunn’: Collateral Estoppel and Attorney Discipline,” New York Law Journal, June 16, 2015

“‘Law Firm’ Discipline and other Noteworthy Cases,” New York Law Journal, February 4, 2015

“Recent Developments in Disciplinary Case Law,” New York Law Journal, November 10, 2014

“Is New York’s Disciplinary System Truly Broken?” New York Law Journal, July 16, 2014

“Should Disqualification Lead to Discipline?” New York Law Journal, April 4, 2014

“How Do I Get Back My Law License?” New York Law Journal, November 29, 2013

“Lawyers Who Commit Crimes: Disciplinary Consequences,” New York Law Journal, August 22, 2013

“Appellate Review of Disciplinary Decisions,” New York Law Journal, May 29, 2013

“Discipline for ‘Private Conduct’: Rationale and Recent Trends,” New York Law Journal, Feb. 19, 2013

“New York’s Attorney Discipline System: Does It Meet ‘Due Process’ Requirements?” New York Law Journal, December 28, 2012

“Attorney Discipline System: Does It Meet ‘Due Process’ Requirements?” New York Law Journal, August 31, 2012

“The ‘Galasso’ Case and the Duty of Supervision,” co-authored with Katie Lachter, New York Law Journal, May 30, 2012

“New York’s Attorney Discipline System: How Much ‘Process’ Is ‘Due?’” New York Law Journal, April 4, 2012

“Q&A With Hal R. Lieberman,” New York Law Journal, March 25, 2011

“New York’s Lawyer Disciplinary System – Is it Fair?” Professional Responsibility column, New York Law Journal, March 1, 2010.

“Working Knowledge of Conflict of Interest Rules is Essential,” New York Law Journal, special supplement, p. S7, col. 1, September 27, 2004

“Challenges in Handling Other People’s Money,” New York Law Journal, special supplement, p. S6, col. 1, November 10, 2003

"How to Avoid Common Ethics Problems," New York Law Journal, special supplement, p. S4, col. 1, October 28, 2002

"Private Conduct and Professional Discipline," co-authored with Richard Supple, New York Law Journal, p. 4, col. 3, July 23, 2002

"Six Clients in Search of a Lawyer: Or, Don't Take the Case," The New York Professional Responsibility Report, May, 2002

"Disqualification Denied Again: The Amazonas Case," The New York Professional Responsibility Report, July, 2001

"Prospective Client Perjury: A Lawyer's Dilemma," The New York Professional Responsibility Report, December, 2000

"Do Disbarred Lawyers Have Constitutional Rights?" The New York Professional Responsibility Report, October, 2000

"Be Aware of Ethical Witness Preparation Rules," New York Law Journal, p. 1 col. 1, May 25, 2000

"Gidatex v. Campaniello, The Anti-Contact Rule and Subordinate Employees," The New York Professional Responsibility Report, January, 2000

"Lawyer Incivility Provokes Three-Month Suspension," The New York Professional Responsibility Report, July, 1999

"The Future of Attorney Discipline in New York's First Judicial Department," The New York Professional Responsibility Report, February, 1999

"Does Your Client Have Insurance Coverage?" Liability Update, Winter, 1999

"If William Jefferson Clinton Were Admitted in New York," The New York Professional Responsibility Report, November, 1998

"Federal Judicial Conference Considers New Rules of Attorney Conduct," co-authored with Ronald C. Minkoff, New York Law Journal, p. 1, col. 1, October 14, 1998

"Use of Collateral Estoppel in Attorney Disciplinary Proceedings," New York Law Journal, p. 1, col. 1, July 27, 1998

"Lawyer Incivility is Also Unethical," New York Law Journal, p. 1, col. 1, November 15, 1993

"Informal Discipline in the First Department: 1991 Update (Letters of Caution--Part II)," New York Law Journal, p. 1, col. 1, November 27, 1992

"Informal Discipline in the First Department: 1991 Update (Letters of Admonition--Part I)," New York Law Journal, p. 1, col. 1, October 19, 1992

"Ethics, Lawyer Misconduct and Sanctions: The Disciplinary Committee Perspective," ALI-ABA Materials for October 17-19, 1991 Course of Study, Hilton Head, South Carolina

"Informal Discipline: Tool to Upgrade Ethics; Part II: Letters of Caution," New York Law Journal, p. 1, col. 1, May 20, 1991

"Informal Discipline: Tool to Upgrade Ethics; Part I: Admonitions," New York Law Journal, p. 1, col. 1, March 22, 1991

"A Lawyer's Duty to Report Misconduct Under DR 1-103(A)," New York Law Journal, p. 1, col. 1, August 21, 1990

"Mandatory *Pro Bono*: Non-Remedy for a Critical Problem," New York Law Journal, p. 1, col.1, January 13, 1989

"Ethical Considerations for Municipal Counsel Representing Multiple Defendants in Section 1983 Litigation," Suffolk University Law School Center for Continuing Professional Development, 1985

"China's Legal System After the Cultural Revolution: Impressions from a Recent Visit," Legal Lines (publication of the Worcester County Bar Association), November, 1981, February, 1982

"Israel's Legal Aid Law: Remedy for Injustice?" A Blueprint for Legal Services in Israel, 9 Israel Law Review 413, #3, July, 1974

"The Legal Significance of the Mental Illness" Criterion in the Civil Commitment Process," 2 NCCU Law Journal 55, 1970

"Recruitment and Training of Minority Students: Challenge for the Legal Profession," Harvard Law School Alumni Bulletin, Summer 1969

"Teachers and the 14th Amendment: The Role of the Faculty in the Desegregation Process," 46 North Carolina Review 313, 1968

Production

Co-Producer

Mediation Training Videotape

Alternative dispute resolution techniques for lawyer/client disputes

Media Appearances

Occasional guest on "Law Lines," a cable television program concerned with all aspects of the judiciary and the legal profession.

Panels/Lectures

Anatomy of a Disciplinary Hearing

New York State Bar Association

December 2014

Common Disciplinary Problems and How to Prevent Them

New York City Bar Association

October, 2014

Panels/Lectures (cont'd)

Answers to Everyday Ethical Questions
New York City Bar Center for CLE
June 2014

Ethics Discipline & Real World Obligations
New York City Center for CLE
March 2014

Annual Seminar on Criminal Law and Ethics
Brooklyn Law School
December, 2010

Conflicts - - and Beyond!
Greenberg Traurig/Hoffman Professionalism Center
May, 2010

Ethical Immigration Strategies in the New Legal Environment
PLI – 43rd Annual Immigration and Naturalization Institute
April, 2010

The Future of Attorney Discipline
Association of Professional Responsibility Lawyers
April, 2010

Consider Yourself – New York's New Ethics Rules – What You Don't Know Can Hurt You
American Immigration Lawyers Association – New York Chapter
December, 2009

You Be The Legal Ethicist
Federal Bar Council – Fall Bench and Bar Retreat
October, 2009

Ethics, Discipline and Real World Obligations
New York City Bar Association
October, 2009

Ethics: Conflicts, Tripartite Relationships, and New Rules
Defense Association of New York
June, 2009

Character and Fitness Panel
ABA National Conference on Professional Responsibility
May, 2009

Introductory Lessons On Ethics and Civility
New York State Bar Association
April, 2009

Panels/Lectures (cont'd)

The Ethics of Dealing With Clients' Demands and Demanding Clients
New York City Bar Association
February, 2009

Ethics Updates and Disciplinary Issues
Bronx County Bar Association
January, 2009

Ethics and Professionalism: Ethical and Unethical Behavior On The Big Screen
New York State Bar Association
December, 2008

Staying Out Of Trouble: What Every Attorney Must Know About Ethics
PLI
December, 2008

The Disciplinary Process: How It Works
New York City Bar Association
November, 2008

Confronting Ethical Issues Arising During Litigation
New York County Lawyers' Association
October, 2008

Complying With Ethical Obligations/Dealing With Fraud In The Client Context
PLI – 41st Annual Immigration and Naturalization Institute
October, 2008

Ethics, Discipline and Real World Obligations
New York City Bar Association
April, 2008

Introductory Strategies On Ethics and Civility In Everyday Lawyering
New York State Bar Association
April, 2008

Problems At The "Top" – Who Manages Risk For The Leaders?
Hinshaw's 2008 Legal Malpractice and Risk Management Conference
February, 2008

Disciplinary Ethics Update
Bronx County Bar Association
January, 2008

Ethics and Professionalism
New York State Bar Association
November, 2007

Panels/Lectures (cont'd)

Practical Solutions to Routine Ethical Issues

New York City Bar Association
November, 2007

Practical Strategies for Avoiding Conflicts

New York City Bar Association and Suffolk University Law School
June, 2007

Witness Preparation: Effective Advocacy Consistent With The Obligations of Professional Responsibility

Federal Bar Council
June, 2007

Everyday Lessons on Ethics and Civility in Everyday Lawyering

New York State Bar Association April, 2007

They're Here! Are You In Compliance With The New Attorney Advertising Rules?

Practical and Ethical Insights
New York City Bar Association
March, 2007

Risk Management Employment Considerations in Lawyer Terminations

Hinshaw's 2007 Legal Malpractice and Risk Management Conference
March, 2007

Common Ethical Problems

Queens County Women's Bar Association
January, 2007

Ethics and the Disciplinary Process: Current Trends in Ethics

Bronx County Bar Association
January 2007

IP and Ethics – Recent Developments

New York State Bar Association – Intellectual Property Law Section
January, 2007

Ethics and Professionalism

New York State Bar Association
December, 2006

Everyday Ethical Challenges in the Practice of Law

New York City Bar Association
November, 2006

Panels/Lectures (cont'd)

Timely Ethical Issues

Federal Bar Council Fall Retreat

October, 2006

The COSAC Report

Hinshaw's Professional Responsibility and Risk Management Forum

October, 2006

Renaissance Litigators: Criminal Advocates in Civil Cases

New York City Bar Association

September, 2006

Law Firm Discipline: An Assessment of the Threat"

Hinshaw & Culbertson LLP Roundtable Presentation, June 2006

Hot Issues in Ethics for the Aviation Practitioner

ABA Section on Litigation, Aviation Litigation Committee

June, 2006

Ethics Update for Criminal Defense Lawyers

New York Criminal Bar Association

May, 2006

The Disclosure Obligations of Attorneys: The New Frontiers

Federal Bar Council

May, 2006

Hot Topics in Legal Ethics: Recent Developments

New York County Lawyers' Association

May, 2006

Legal Ethics: The Departmental Disciplinary Committee Process

7th Civil Affairs Regiment – New York Guard

April, 2006

Ethics and Civility in Litigation: Introductory Lessons for 21st County Litigators

New York State Bar Association

April, 2006

Professional Responsibility – Litigation Ethics

Hinshaw University

April, 2006

Ethics for Immigration Lawyers

AILA – New York Chapter

February, 2006

Panels/Lectures (cont'd)

Ethics, Discipline and Real World Obligations in Law Firm Practice
New York City Bar Association
January, 2006

Ethics Overview
Bronx County Bar Association
January, 2006

Ethical Issues in Employment and Family-Based Immigration Practice
American Immigration Lawyers Association
December, 2005

Dodging the Bullets: Understanding and Voicing the New Threats to Lawyers and Law Firms
Hinshaw's New York Professional Responsibility and Risk Management seminar
October, 2005

Things I wish I'd Known When I Became Bar Counsel
American Bar Association 2005 National Conference on Professional Responsibility,
June, 2005

Ethics for the Immigration Lawyer
New York City Bar Association,
March, 2005

Law Firm Discipline: Vicarious and Supervisory Liability for Disciplinary Violations and White Collar Crime
Hinshaw's National Legal Malpractice and Risk Management Conference, Chicago, Illinois
February, 2005

Ethics Overview
Bronx County Bar Association
January, 2005

MCLE Marathon – 2004
Practicing Law Institute
December, 2004

Experts on Ethics
The New York Law Journal
December, 2004

Ethics and Professionalism
New York State Bar Association
November, 2004

Timely Ethical Issues
Federal Bar Council
November, 2004

Panels/Lectures (cont'd)

Legal Malpractice, Ethics and Risk Management Seminar
The Florida Bar Practice Management and Development Section
October, 2004

Conflicts, Waivers and Billings
Association of Corporate Counsel of America (Westchester/So. Connecticut Chapter)
September, 2004

Everyday Ethical Challenges in the Practice of Law
New York City Bar Association
September, 2004

What Every Attorney Must Know About Professional Liability Insurance
New Jersey Institute for Continuing Legal Education
August, 2004

Ethics for Immigration Lawyers 2004
Practicing Law Institute
August, 2004

Bridge The Gap
New York City Bar Association
June, 2004

Introduction to Ethics and Civility in Litigation: What Every Lawyer Must Know
New York State Bar Association
April, 2004

Hot Topics in Legal Ethics: Recent Developments
New York County Lawyers' Association
April, 2004

Ethics for the Immigration Lawyer
New York City Bar Association
March, 2004

Conflicts of Interest
Fleet Bank – Professional Services Customer Base
March, 2004

How Solo and Small Firm Lawyers Can Effectively Avoid Malpractice
New York County Lawyers' Association
February, 2004

Ethics Overview
Bronx County Bar Association
January, 2004

Panels/Lectures (cont'd)

Ethics for Business Attorneys
Practicing Law Institute
December, 2003

Ethics in Context
Practicing Law Institute
December, 2003

Ethics and Professionalism
New York State Bar Association
December, 2003

Ethics for Securities Regulators
Securities & Exchange Commission, Northeast Region
November, 2003

Ethical Pitfalls for Criminal Lawyers
New York State Bar Association, October, 2003

Ethics in a Criminal Case
Brooklyn Law School, Annual Seminar
October, 2003

Thorny Ethical Issues in Litigation
Federal Bar Council
October, 2003

*Defending Disciplinary Proceedings for Attorneys
With Psychological Difficulties*
New York City Bar Association
September, 2003

*Blueprint for Building Your Practice: A Conference
for Solo and Small Firm Practitioners*
New York County Lawyers Association
June, 2003

Ethics for Litigators
New York County Lawyers Association
March, 2003

Ethics and Professionalism on the Big Screen
New York State Bar Association
January, 2003

Electronic Discovery and Document Retention
Edwards & Angell, LLP in-house CLE (N.Y., N.J., FL.)
January, February, 2003

Panels/Lectures (cont'd)

Ethics Overview

Bronx County Bar Association
January, 2003

New Developments in Ethical Considerations for the Business Attorney

Practicing Law Institute
December, 2002

Legal Ethics: What Every Practicing Lawyer Must Know

New York City Bar Association
December, 2002

Hot Topics in Ethics: Recent Developments in New York Ethics Law

New York County Lawyer's Association
December, 2002

Introduction to Civility and Ethics in Civil Litigation: What Every Lawyer Should Know

New York State Bar Association
November, 2002

Ethical Issues in Legal Services Practice

Legal Services of New York
November, 2002

Ethics and Professionalism

New York State Bar Association
November, 2002

Ethics for Criminal Lawyers

Annual Seminar, Brooklyn Law School
October, 2002

Ethical Challenges in Employment Law

New York City Bar Association
October, 2002

Bridge the Gap II for Newly Admitted Attorneys

Practicing Law Institute
August, 2002

Handling Client's Money and the Bank

Asian American Bar Association of New York
July, 2002

Ethics Roundtable

New York City Bar Association
June, 2002

Panels/Lectures (cont'd)

The Impact of Enron: Regulatory, Ethical and Practical Issues for Counsel to Insurers, Underwriters, and Financial Institutions
Practicing Law Institute
April, 2002

Moderator – The Disciplinary Process (a hypothetical case presentation)
New York City Bar Association
April, 2002

Ethics Issues in Intellectual Property Law Practice

Fordham Law School – 10th Annual Conference on International Intellectual Property Law and Policy
April, 2002

Symposium on Legal Ethics and Large Law Firms
Georgetown University Law Center
February, 2002

Selected Ethical Issues for Commercial Financial Lawyers
Association of Commercial Financial Attorneys, Inc. (ACFA)
February, 2002

Ethics Overview
Bronx County Bar Association
January, 2002

Bridge the Gap II – What Every New Attorney Must Know About Ethics
Practicing Law Institute
January, 2002

Practical Lessons on Ethics for Transactional Attorneys
New York City Bar Association
December, 2001

Selected Ethical Issues for Criminal Defense Lawyers
New York State Association of Criminal Defense Lawyers
Poughkeepsie, New York
November, 2001

Litigating a Commercial Case-Advanced Issues (Ethics presentation)
New York State Bar Association
November, 2001

Current Ethical Issues for Insurance Practitioners
New York City Bar Association
November, 2001

Panels/Lectures (cont'd)

Ethics in Insurance Practice for In-House and Outside Counsel
Practicing Law Institute (PLI)
August, 2001

Ethics Seminar
Securities and Exchange Commission -- N.E. Regional Office
July, 2001

Bridge the Gap
New York City Bar Association
June, 2001

Annual Corporate & Securities Law Update (Ethics for Transactional Lawyers)
New York City Bar Association
May, 2001

Ethics for the Litigator
New York County Lawyers' Association
April, 2001

Ethical Issues Facing Young (and not so young) Associates
New York State Bar Association Committee on Legal Education and Bar Admissions
January, 2001

Ethics Overview
Bronx County Bar Association
January, 1999; January, 2000; January, 2001

Covenants Not To Compete in New York
Lorman Educational Services
December, 2000

Ethics and Professionalism
New York State Bar Association
December, 2000

Bridge The Gap
Practicing Law Institute
October and November, 2000; May, 2001; August 2001

Ethics for Criminal Advocates
Fordham Law School
November, 2000

Ethical Considerations for Transactional Attorneys
New York County Lawyers' Association
October, 2000

Panels/Lectures (cont'd)

Annual Forum on Criminal Law (Ethics Component)

Brooklyn Law School

October, 1999; October, 2000

Avoiding Malpractice and Client Grievances

New York State Bar Association

October, 2000

ABCs of Civil Litigation

New York City Bar Association

September, 2000

Ethics

10th, 11th, 12th, and 13th Appellate Terms' Educational Seminar, St. Johns University School of Law 1996-99

Getting Wired: Practicing Law in the Internet Age

Ethics Panel, Association of the Bar of the City of New York

October, 1999

Trademark Law: Ethics Panel Discussion

The New York Intellectual Property Law Association

September, 1999

The Ethics Challenge: Issues in Professional Responsibility

New York County Lawyers' Association

September, 1999

After Starr Wars, Part II: Lawyers' Roles and Responsibilities in Private Practice and Public Office

25th ABA National Conference on Professional Responsibility, La Jolla, California

June, 1999

Ethics CE99: An Update on Recent Developments and Guide to Safe Navigation

Corporate Counsel Section Meeting of the New York State Bar Association, Manchester, Vermont

May, 1999

Avoiding Ethical Pitfalls Facing Experienced Practitioners

Law Journal Seminars

May, 1999

Real World Ethics and Professionalism

Practicing Law Institute

February, August, October, November, 1999

Practical Ethics Information and How to Navigate the Disciplinary System

New York County Lawyers' Association

January, 1999

Panels/Lectures (cont'd)

Civility and Ethics in Civil Litigation: What Every Lawyer Should Know
New York State Bar Association
November, 1998; November, 1999

Serving Clients Well: Avoiding Malpractice and Ethical Pitfalls in the Practice of Law
Seminar for practicing lawyers in New York's First Judicial Department
Fordham University School of Law
May, 1995; May, 1996; May, 1997; June, 1998

The Discipline of Law Firms
ABA Workshop, Chicago, Illinois
May, 1996

To Be or Not To Be Uncivil
New York City Bar Association, Small Firm/Solo Practitioner Section
April 1996

Handling Attorney Escrow Accounts in Real Property Transactions
New York State Bar Association
November 1995

Hot Topics in Ethics
New York Women's Bar Association
March 1995

New York's First Judicial Department: Intake and Referral of Disciplinary Complaints
Collateral Estoppel
National Organization of Bar Counsel, Baltimore, Maryland
January 1995

Trial Publicity and DR 7-107
The Theodore Roosevelt American Inn of Court
Hofstra Law School, Mineola, New York
March 1993

Implementing McKay: Mediation as an Alternative to Minor Discipline--New York's Experience
National Organization of Bar Counsel, meeting in Boston, Massachusetts
February 1993

In the Clients' Best Interest: Cooperation Among Disciplinary Agencies, Client Protection Funds and Lawyer Assistance Programs
ABA Workshop, Palm Beach, Florida
June 1992

Safeguarding Your Practice: Everything You Always Wanted to Know But Were Afraid to Ask About the Disciplinary System
New York Court Lawyers' Association
April 1992

Panels/Lectures (cont'd)

Judges and the Disciplinary System

Address to Supreme Court Justices, Bronx County, New York
April 1992

Ethics for Corporate Counsel

Address to Corporate Counsel Section of the Kentucky State Bar, Louisville, Kentucky
March 1992

Misery, Malpractice and Mail Fraud: Lawyers' Professional Liability in the 1990s

ALI-ABA Course of Study, Hilton Head Island, South Carolina
October 1991

Gentile v. Nevada State Bar, Ethical Perspectives

ABA Workshop, Scottsdale, Arizona
May 1991

Forum on United States Justice Department's "Thornburgh Memo"

New York City Bar Association
March 1991

Legal Ethics Training for Massachusetts Poverty Law Advocates

Workshop sponsored by Massachusetts Law Reform Institute, Boston, Massachusetts
February 1991

Ethical Problems Confronting Mental Hygiene Legal Services

Mental Hygiene Legal Services, Appellate Division, First Department, New York
January 1991

Legal Ethics: What Every Lawyer Needs to Know

Practicing Law Institute, New York
October 1990

Reporting Misconduct

ABA Workshop, New Orleans, Louisiana
June 1990

Prosecuting Prosecutors

ABA Workshop, New Orleans, Louisiana
February 1987

Prosecutorial Misconduct and Bar Discipline

Boston University Law School Seminar on the Prosecution Function
Boston, Massachusetts
April 1986

Panels/Lectures (cont'd)

Ethical Considerations for Municipal Counsel Representing Multiple Defendants in Section 1983 Litigation

Suffolk Law School Symposium, Boston, Massachusetts
April 1986

Ethics and Government Lawyers

Symposium sponsored by the MBA Government Lawyers Section
Boston, Massachusetts
March 1986

How the Bar Discipline System Works in Massachusetts

Guest lecture, Harvard Law School, Cambridge, Massachusetts
December 1985 and December 1986

The Proper Disposition of Clients' Funds

Worcester County Bar Association Symposium, Worcester, Massachusetts
January 1984

Fair Trial--Free Press

Staff Symposium, Massachusetts Attorney General's Office, Boston, Massachusetts
August 1983

Exhibit B

Michael P. Canty
Partner

212 907 0863 direct
212 907 0700 main
212 883 7063 fax
mcanty@labaton.com

New York Office
140 Broadway
New York, NY 10005

October 18, 2018

VIA E-MAIL

[NAME, LAW FIRM, ADDRESS]

Re: [CASE CAPTION] (the “matter”)

Dear [NAME]:

This Letter Agreement (“Agreement”) between you and Labaton Sucharow LLP (“Labaton Sucharow”) sets forth the terms and conditions upon which we shall cooperate in the representation of [CLIENT NAME] (the “Client”), in the above-referenced matter. The Client has been referred to Labaton Sucharow by you to pursue antitrust claims arising from INSERT DESCRIPTION. In the event that Labaton Sucharow receives fees as a result of its appointment as lead or co-lead counsel, being a member of the steering committee, or performing services with respect to the matter you will be entitled to a percentage of such fees as set forth below. You will assist Labaton Sucharow in seeking such appointment and in representing Client in this matter if Labaton Sucharow is appointed (the “Services”).

You confirm that you currently are a member in good standing of the bar of the State of [INSERT STATE]. You will maintain such status at all times that you continue to have a relationship with Labaton Sucharow in connection with the referenced matter. You represent that you are not a party to any agreement that represents a conflict of interest with the terms of this Agreement or that materially and adversely affects your ability to perform the Services. Further, you agree you will not enter into any agreement or business relationship during the term of this Agreement that could place you or Labaton Sucharow in a conflict of interest position.

In order to perform the Services, you shall, among other things, maintain contact with the Client, promote the services of Labaton Sucharow, and provide Labaton Sucharow with information pertaining to and access to the Client. In addition, you shall:

Page 2 of 5

[DATE]

Agreement with [LAW FIRM] regarding [NAME] Litigation

- (1) in performing the Services comply with all applicable legal and ethical requirements, including, but not limited to, Rules 7.1 (Advertising) and 7.3 (Solicitation and Recommendation of Employment) of the New York Rules of Professional Conduct; and
- (2) obtain final approval from Labaton Sucharow for any print media you intend to distribute or make available to the Client or the public that pertains to Labaton Sucharow.

You do not have any authority to act on behalf of Labaton Sucharow or make any agreement, promise, or commitment on its behalf. Nothing in this Agreement shall be construed as creating any partnership, joint venture, agency, or employment relationship between you and Labaton Sucharow.

You will provide the Services from an office maintained by you. You will be responsible for maintaining your own workers' compensation, employee liability, comprehensive general liability, malpractice, and any other insurance required by law. Labaton Sucharow shall be responsible for all staff attorneys retained in connection with the matter irrespective of those attorneys' physical location(s).

Subject to the terms and conditions set forth herein, Labaton Sucharow will pay you a fee of [REDACTED] percent ([REDACTED]%) of the Net Fee (as defined below) received by Labaton Sucharow. Net Fee means the amount when, as, and if actually received by Labaton Sucharow as fees for its legal services after deducting (a) all sums awarded and paid to Labaton Sucharow for reimbursement of expenses and (b) paid to local or co-counsel for their legal services. If Labaton Sucharow represents more than one plaintiff, and one or more of such plaintiffs is not a Client referred by you, the Net Fee upon which payment to you is computed will be apportioned based on the comparative net losses of the respective clients. For example, if all Labaton Sucharow's clients have a total aggregate loss of three million dollars of which two million dollars is attributable to the Client referred by you, then the Net Fee that forms the basis of the payment to you will be two thirds (2/3) of the total Net Fee received by Labaton Sucharow.

Page 3 of 5

[DATE]

Agreement with [LAW FIRM] regarding [NAME] Litigation

You shall not be responsible for any of the costs or expenses incurred in prosecuting the referenced matter.

Each of the parties shall take all steps necessary and appropriate to comply with all legal and ethical requirements applicable to it. Without limiting the generality of the foregoing, the parties shall take all steps required to comply with Rule 1.5(g) of the New York Rules of Professional Conduct (or any successor rule) including: assumption of joint responsibility and/or work commensurate with the fee to be provided, full disclosure that there is to be a division of fees and the amount thereof, the consent of the client thereto, and confirmation thereof in writing. In connection with the assumption of joint responsibility for litigation, you will have and maintain malpractice insurance during the entire course of any litigation in which a client introduced by you and represented by Labaton Sucharow is involved.

This Agreement shall be effective when executed by both parties and shall remain in effect until the above-captioned action is resolved or dismissed. Notwithstanding, Labaton Sucharow may terminate this Agreement on one (1) day's notice should you fail to maintain your status as an attorney duly admitted to practice.

All notices hereunder shall be given by email and overnight courier as set forth below, and shall be effective on the business day after delivery to the overnight courier:

To LAW FIRM:

[CONTACT INFORMATION]

To Labaton Sucharow:

Michael P. Canty, Partner

Labaton Sucharow LLP

140 Broadway

Page 4 of 5

[DATE]

Agreement with [LAW FIRM] regarding [NAME] Litigation

New York, New York 10005

mcanty@labaton.com

This Agreement contains our entire agreement and supersedes and renders null and void any and all prior agreements between the parties, whether written or oral with respect to the referral of the Client. There have been no promises, statements, or representations made to induce either party to enter into this Agreement that are not fully set forth herein, and all such prior promises, statements, and representations, if any, are merged herein and shall not survive. Each party has entered into this Agreement freely and after full consideration of its rights and obligations.

Any dispute between the parties as to the making, performance, breach, or termination of this Agreement shall be resolved by arbitration conducted pursuant to the applicable rules of JAMS in New York City, New York. In any such arbitration, the arbitrator is authorized to award attorneys' fees to the prevailing party or parties if the arbitrator finds that the position of the other party or parties was maintained in bad faith. Judgment upon any award may be entered in a court of competent jurisdiction located in New York County, NY.

Any modifications, amendments, or addendums to this Agreement must be made in writing and signed by both parties hereto.

This Agreement shall be governed and controlled by New York law.

Sincerely,

Labaton Sucharow LLP

Agreed to:

[LAW FIRM]

Page 5 of 5

[DATE]

Agreement with [LAW FIRM] regarding [NAME] Litigation

By: _____

Michael P. Canty

[NAME]

Exhibit C

Michael P. Canty
Partner
212 907 0863 direct
212 907 0700 main
212 883 7063 fax
mcanty@labaton.com

New York Office
140 Broadway
New York, NY 10005

[DATE]

VIA E-MAIL

[INSERT NAME, ADDRESS, and E-MAIL]

Re: Client Referrals

Dear [NAME]:

This Letter Agreement (“Agreement”) between you and Labaton Sucharow LLP (“Labaton Sucharow”) sets forth the terms and conditions upon which we shall cooperate in the representation of clients, such as institutional investors, referred to Labaton Sucharow by you for portfolio monitoring and securities litigation services.

As used in this Agreement, the term “Clients” means institutional investors and such other entities or individuals as may desire to use the services of the Labaton Sucharow for portfolio monitoring and the commencement of class or direct (non-class) actions to recover losses sustained in investments held by them. You will assist Labaton Sucharow in obtaining new Clients, retaining existing Clients previously referred by you, serving as liaison between the Labaton Sucharow and such Clients, and assisting the Labaton Sucharow in its representation of such Clients (the “Services”).

You confirm that you currently are a member in good standing of the bar of the State of [INSERT]. You will maintain such status at all times that you continue to have a relationship with Labaton Sucharow. You represent that you are not a party to any agreement that represents a conflict of interest with the terms of this Agreement or that materially and adversely affects your ability to perform the Services. Further, you agree you will not enter into any agreement or business relationship during the term of this Agreement or any renewal that could place you or Labaton Sucharow in a conflict of interest position.

In order to perform the Services, you shall, among other things, maintain contact with Clients and potential clients, promote the services of Labaton Sucharow, and provide Labaton Sucharow with information pertaining to and access to Clients and potential clients.

In addition, you shall:

- (1) in performing the Services comply with all applicable legal and ethical requirements, including, but not limited to, Rules 7.1 (Advertising) and 7.3 (Solicitation and Recommendation of Employment) of the New York Rules of Professional Conduct; and
- (2) obtain final approval from the Labaton Sucharow for any print media you intend to distribute or make available to Clients, potential clients, or the public that pertains to Labaton Sucharow.

Page 2 of 4

[DATE]

Agreement with [NAME] regarding Client Referrals

You do not have any authority to act on behalf of Labaton Sucharow or make any agreement, promise, or commitment on its behalf. Nothing in this Agreement shall be construed as creating any partnership, joint venture, agency, or employment relationship between you and Labaton Sucharow.

You will provide the Services from an office maintained by you. You will be responsible for maintaining your own workers' compensation, employee liability, comprehensive general liability, malpractice, and any other insurance required by law.

You may from time to time refer Clients to Labaton Sucharow for portfolio monitoring. Labaton Sucharow renders such services without charge. All such referrals shall be pursuant to written retainer agreements executed by Labaton Sucharow and the Client. Labaton Sucharow shall advise you and the Client if it appears that a Client referred by you may have a claim arising from violation of the securities laws and the parties shall jointly consult with the Client as to its prosecution of an action either as plaintiff in a class action or a direct (non-class) action. You may also introduce other potential clients to Labaton Sucharow for the prosecution of such actions arising out of violation of securities laws.

In the event that a Client introduced by you to Labaton Sucharow retains Labaton Sucharow to prosecute a U.S. class action on its behalf at the time of such referral and is appointed lead or co-lead plaintiff, subject to the terms and conditions set forth below, Labaton Sucharow will pay you a fee of [INSERT] percent ([INSERT]%) of the Net Fee (as defined below) received by Labaton Sucharow. Net Fee means the amount when, as, and if actually received by the Labaton Sucharow as fees for its legal services after payment of all expenses, co-counsel fees, and payments to local counsel. If Labaton Sucharow represents more than one plaintiff, and one or more of such plaintiffs is not a Client referred by you, the Net Fee upon which payment to you is computed will be apportioned based on the comparative net losses of the respective clients. For example, if all the Labaton Sucharow's clients have a total aggregate loss of three million dollars of which two million dollars is attributable to the Client referred by you, then the amount from which you will receive [INSERT PERCENTAGE] would be two thirds (2/3) of the total Net Fee received by Labaton Sucharow.

Each retention (either for portfolio monitoring or litigation) will be confirmed with you in writing by Labaton Sucharow.

You shall not be responsible for any of the costs or expenses incurred in prosecuting a litigation.

Each of the parties shall take all steps necessary and appropriate to comply with all legal and ethical requirements applicable to it. Without limiting the generality of the foregoing, as to each litigation undertaken by Labaton Sucharow, the parties shall take all steps required to comply with Rule 1.5(g)

Page 3 of 4

[DATE]

Agreement with [NAME] regarding Client Referrals

of the New York Rules of Professional Conduct (or any successor rule) including: assumption of joint responsibility and/or work commensurate with the fee to be provided, full disclosure that there is to be a division of fees and the amount thereof, the consent of the client thereto, and confirmation thereof in writing. In connection with the assumption of joint responsibility for litigation, you will have and maintain malpractice insurance during the entire course of any litigation in which a client introduced by you and represented by Labaton Sucharow is involved.

Nothing herein contained shall be deemed to require you to refer any potential clients to Labaton Sucharow or Labaton Sucharow to accept any such referral. Each party is free to enter into similar agreements with others. This Agreement does not constitute a binding agreement and is intended to set forth the basis for the referral of matters and payment of the fees provided for herein on a case-by-case basis, following execution of an agreement with the potential client and compliance with legal and ethical requirements.

The parties hereto expressly understand and agree that information exchanged between you and Labaton Sucharow may contain confidential information, such as client lists, strategies, litigation strategies, and other sensitive information that constitutes confidential and/or privileged information. Each of the parties mutually agrees that they shall not use or disclose such confidential information for any purpose other than in the performance of this Agreement.

All notices hereunder shall be given by email and overnight courier as set forth below, and shall be effective on the business day after delivery to the overnight courier:

To [NAME]:

INSERT CONTACT INFO

To Labaton Sucharow:

INSERT NAME

Labaton Sucharow LLP

140 Broadway

New York, New York 10005

INSERT NAME@labaton.com

This Agreement contains our entire agreement and supersedes and renders null and void any and all prior agreements between the parties, whether written or oral. There have been no promises, statements, or representations made to induce either party to enter into this Agreement that are not fully set forth herein, and all such prior promises, statements, and representations, if any, are merged herein and shall not survive. Each party has entered into this Agreement freely and after full consideration of its rights and obligations.

Page 4 of 4

[DATE]

Agreement with [NAME] regarding Client Referrals

The term of this agreement shall be two years from date of the Agreement. This Agreement may be terminated by either party on thirty (30) days' written notice. Notwithstanding, Labaton Sucharow may terminate this Agreement on one (1) day's notice should you fail to maintain your status as an attorney duly admitted to practice.

Any dispute between the parties as to the making, performance, breach, or termination of this Agreement shall be resolved by arbitration conducted pursuant to the applicable rules of JAMS in New York City, New York. In any such arbitration, the arbitrator is authorized to award attorneys' fees to the prevailing party or parties if the arbitrator finds that the position of the other party or parties was maintained in bad faith. Judgment upon any award may be entered in a court of competent jurisdiction located in New York County, NY.

Any modifications, amendments, or addendums to this Agreement must be made in writing and signed by both parties hereto.

This Agreement shall be governed and controlled by New York law.

Sincerely,

Labaton Sucharow LLP

Agreed to:

By: _____
Michael P. Canty

[NAME]