

EXHIBIT 1

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION**

CAMELOT EVENT DRIVEN FUND, A SERIES OF
FRANK FUNDS TRUST, Individually and on Behalf
of All Others Similarly Situated,

Plaintiff,

-against-

MORGAN STANLEY & CO. LLC, J.P. MORGAN
SECURITIES, LLC, CITIGROUP GLOBAL
MARKETS INC., GOLDMAN SACHS & CO. LLC,
MIZUHO SECURITIES USA LLC, SIEBERT
WILLIAMS SHANK & CO., LLC, BNP PARIBAS
SECURITIES CORP., RBC CAPITAL MARKETS,
LLC, U.S. BANCORP INVESTMENTS, INC.,
SMBC NIKKO SECURITIES AMERICA, INC.,
TD SECURITIES (USA) LLC, SG AMERICAS
SECURITIES, LLC, MUFG SECURITIES
AMERICAS INC., CASTLEOAK SECURITIES,
L.P., SAMUEL A. RAMIREZ & COMPANY,
INC., ACADEMY SECURITIES, INC.,
R. SEELAUS & CO., LLC, WELLS FARGO
SECURITIES, LLC, BNY MELLON CAPITAL
MARKETS, LLC, INTESA SANPAOLO S.P.A.,
ICBC STANDARD BANK PLC, VIACOMCBS,
INC., ROBERT M. BAKISH, KATHERINE GILL-
CHAREST, SHARI E. REDSTONE, CANDACE K.
BEINECKE, BARBARA M. BYRNE, LINDA M.
GRIEGO, ROBERT N. KLIEGER, JUDITH A.
MCHALE, RONALD L. NELSON, CHARLES E.
PHILLIPS, JR., SUSAN SCHUMAN, NICOLE
SELIGMAN, and FREDERICK O. TERRELL,

Defendants.

Index No. 654959/2021

Justice Andrew Borrok

Part 53

**AFFIRMATION OF LAYN R. PHILLIPS IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL APPROVAL OF SETTLEMENT**

STATE OF CALIFORNIA)

COUNTY OF ORANGE)

I, LAYN R. PHILLIPS, declare as follows:

1. I submit this affirmation in my capacity as an independent mediator in connection with the Settlement of the above-captioned securities class action (the “Action”).¹ This affirmation is based on personal knowledge and I am competent to provide it.

2. While the mediation process is confidential, the Parties to the Settlement have authorized me to inform the Court of the matters set forth in this Affirmation in support of final approval of the Settlement. My statements and those of the Parties during the mediation process are subject to a confidentiality agreement and CPLR 4547, and there is no intention on either my part or the Parties’ part to waive the agreement or the protections of CPLR 4547.

I. BACKGROUND AND QUALIFICATIONS

3. I am a former United States District Judge, a former United States Attorney, and a former litigation partner with the firm of Irell & Manella LLP. I currently serve as a mediator and arbitrator with my own alternative dispute resolution company, Phillips ADR Enterprises (“Phillips ADR”), which is based in Corona Del Mar, California. I am a member of the bars of Oklahoma, Texas, California, and the District of Columbia, as well as the United States Courts of Appeals for the Ninth and Tenth Circuits and the Federal Circuit.

4. I earned my Bachelor of Science in Economics as well as my J.D. from the University of Tulsa. I also completed two years of L.L.M. work at Georgetown University Law

¹ Unless otherwise stated or defined in this Affirmation, all capitalized terms used herein shall have the meanings provided in the Stipulation and Agreement of Settlement dated March 27, 2025 (NYSCEF No. 1599).

Center in the area of economic regulation of industry. After serving as an antitrust prosecutor and an Assistant United States Attorney in Los Angeles, California, I was nominated by President Reagan to serve as a United States Attorney in Oklahoma, where I served for approximately four years. Thereafter, I was nominated by President Reagan to serve as a United States District Judge for the Western District of Oklahoma. While on the bench, I presided over more than 140 federal trials and sat by designation in the United States Court of Appeals for the Tenth Circuit. I also presided over cases in Texas, New Mexico, and Colorado.

5. I left the federal bench in 1991 and joined Irell & Manella LLP where, for 23 years, I specialized in alternative dispute resolution, complex civil litigation, and internal investigations. In 2014, I left Irell & Manella LLP to found my own company, Phillips ADR, which provides mediation and other alternative dispute resolution services.

6. Over the past 29 years, I have served as a mediator and arbitrator in connection with numerous large, complex cases, including securities cases such as this one.

II. THE PARTIES' ARM'S-LENGTH SETTLEMENT NEGOTIATIONS

7. Counsel for Plaintiffs and Defendants participated in three formal in-person mediation sessions before me on November 7, 2024, January 6, 2025, and February 6, 2025 in New York City. The participants in the mediation included: (i) attorneys from Co-Lead Counsel for Plaintiffs, Glancy Prongay & Murray LLP and Bernstein Litowitz Berger & Grossmann LLP; (ii) attorneys from counsel for Defendants, including Skadden Arps Meagher & Flom LLP, Sidley Austin LLP, and in-house counsel for certain Defendants; and (iii) myself and my esteemed colleagues from Phillips ADR.

8. In advance of the mediation, the Parties exchanged and submitted multiple rounds of briefing addressing liability and damages. The mediation briefs addressed the specific evidence

and legal arguments each side believed supported their respective claims and defenses. During the mediation sessions, counsel for Plaintiffs and Defendants presented arguments regarding their clients' respective positions and responded in detail to questions posed by Phillips ADR before and during the mediation. The work that went into the mediation briefs and competing presentations and arguments was substantial and complex.

9. During the mediation sessions, the Parties discussed with me the legal and factual merits of their positions regarding liability and damages, and I engaged in extensive discussions with counsel on both sides in an effort to find common ground between the Parties' respective positions. During these discussions, I challenged Plaintiffs and each of the Defendants separately to address the weaknesses in each of their positions and arguments and discussed the risks of protracted litigation. In addition to vigorously arguing their positions, the Parties exchanged multiple rounds of settlement demands and offers. The Parties were not able to reach an agreement during the mediation sessions.

10. On February 14, 2025, I issued a mediator's proposal to resolve the Action for \$120 million in cash – all-in, inclusive of attorney's fees and expenses. The proposal was made on a "double blind" basis, which meant that if one side had rejected the proposal they would not learn if the other side had accepted the proposal or not. I announced that the Parties had accepted my recommendation on February 24, 2025. Thereafter, the Parties documented their agreement to resolve the Action in a term sheet and the subsequently negotiated settlement agreement before the Court.

11. The mediation process was an extremely hard-fought negotiation from beginning to end and was conducted by experienced and able counsel on both sides. Throughout the mediation process, the negotiations between the Parties were vigorous and conducted at arm's-

length and in good faith. Because the Parties made their mediation submissions and arguments in the context of a confidential mediation process pursuant to CPLR 4547, I cannot reveal their content. I can say, however, that the arguments and positions asserted by all involved were the product of substantial work, were complex and highly adversarial, and reflected a detailed and in-depth understanding of the strengths and weaknesses of the claims and defenses at issue in this case.

III. CONCLUSION

12. Based on my experience as a litigator, a former United States District Judge, and a mediator, I believe that the Settlement represents a recovery and outcome that is reasonable and fair for the Settlement Class and all Parties involved. I further believe it was in the best interests of the Parties that they avoid the burdens and risks associated with taking a case of this size and complexity to trial. I support the Court's approval of the Settlement in all respects.

13. Lastly, the advocacy on both sides of the case was excellent. All counsel displayed the highest level of professionalism in zealously and capably represented their respective clients.

I affirm this 24th day of June, 2025, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in action or proceeding in a court of law.



LAYNE R. PHILLIPS
Former U.S. District Judge