

EXHIBIT 6

many other class actions and MDLs, including *In re Diet Drugs*, MDL 1203 (E.D. Pa), *In re Vioxx Litigation*, MDL 1657 (E.D. La), *In re Ford Motor Co. Speed Control Deactivation Switch Products Liability Litigation*, MDL 1718 (E.D Mich.), *In re DePuy Orthopaedics, Inc. ASR Hip Implant Products*, MDL No. 2197 (N.D. Ohio), and *In re Yamaha Rhino Products Liability Litigation*, MDL 2016 (W.D. Ky.).

3. I received a Juris Doctor from Emory University School of Law and a Bachelor of Arts from Vanderbilt University. I am AV-rated by Martindale Hubbell. I have been named in The Best Lawyers in America, “Mid-South Super Lawyer,” “Nashville’s Best Lawyers,” and Nashville Business Journal’s “Best of the Bar.” I am a frequent speaker at legal seminars around the country on a variety of complex litigation topics. I have published a number of articles in peer-reviewed national legal journals, including TRIAL magazine and The Trial Lawyer. I have also co-authored a book, LITIGATING INTERNATIONAL TORTS IN UNITED STATES COURTS, 2012 ed., Thomson Reuters/West (2012).

4. LCHB is a national law firm with offices in San Francisco, New York, and Nashville. LCHB’s practice focuses on complex and class action litigation involving product liability, consumer, employment, financial, securities, environmental, and personal injury matters. Attached hereto as Exhibit A is a true and correct copy of LCHB’s current firm resume, showing some of the firm’s experience in complex and class action litigation. This resume is not a complete listing of all cases in which LCHB has been Class Counsel or otherwise counsel of record.

5. As detailed in the Declaration of Class Counsel, LCHB has committed time, personnel, and expenses to prosecuting this litigation. LCHB has done so on a wholly contingent basis, which placed at risk our own resources, with no guarantee of recovery.

6. All attorneys, paralegals, and law clerks at LCHB are instructed to maintain contemporaneous time records reflecting the time spent on this and other matters. According to the firm's time records, LCHB has spent a total of 353.40 hours on this matter from the inception of the case through April 4, 2013 for a total lodestar of \$173,292.00. A listing of the names, hourly rates, and hours incurred by each of the LCHB attorneys (including partners and associates) and paralegals is attached hereto as Exhibit B.

7. LCHB sets its rates for attorneys and staff members based on a variety of factors, including among others: the experience, skill, and sophistication required for the types of legal services typically performed; the rates customarily charged in similar matters; and the experience, reputation and ability of the attorneys and staff members.

8. LCHB's rates reflect the market rates in the markets within which LCHB's primary offices are located and from which this matter has been handled: San Francisco, New York, and Nashville. LCHB's hourly rates are negotiated with and are paid on an hourly basis by several sophisticated commercial entities, including BlackRock (f/k/a Merrill Lynch Mutual Funds). LCHB does not bill at different rates for different clients or different types of cases.

9. LCHB's rates, which were used for purposes of calculating the lodestar here, have been approved by multiple courts across the country. For example, LCHB's rates for attorneys and staff were recently approved in the following cases:

- *In re: Mercedes-Benz Tele-Aid Contract Litigation*, No. 07-2720(DRD), MDL No. 1914, 2011 U.S. Dist. LEXIS 101995 (D.N.J. Sept. 9, 2011) (approving LCHB hourly rates for partners of \$875 - \$475, associates \$475 - \$370, paralegals/clerks \$270 - \$215).

- *Buccellato v. AT&T*, No. C10-00463-LHK, 2011 U.S. Dist. LEXIS 111361, at *5 (N.D. Cal. Jun. 30, 2011) (approving LCHB hourly rates for partners of \$675 - \$575, associates \$465 - \$350, paralegals/clerks \$270 - \$225).
- *Lewis v. Wells Fargo & Co.*, No. 08-2670 CW, Order Approving FLSA Collective Action Settlement, at 5, (N.D. Cal. Apr. 29, 2011) (approving LCHB hourly rates for partners of \$675 - \$415, associates \$435 - \$350, paralegals/clerks \$270 - \$205).
- *Fulford v. Logitech, Inc.*, No. 08-cv-02041 MMC, 2010 U.S. Dist. LEXIS 144437, at *8-9 (N.D. Cal. Mar. 5, 2010) (approving LCHB hourly rates for partners of \$850 - \$450, associates \$300, paralegals/clerks \$245 - \$215).
- *Lonardo v. Travelers Indem. Co.*, 706 F. Supp. 2d 766, 793-94 (N.D. Ohio 2010) (approving LCHB hourly rates for partners of \$825 - \$450, associates \$395, paralegals/clerks \$215 - \$155).
- *Create-A-Card, Inc. v. Intuit, Inc.*, No. CV-07-6452 WHA, 2009 U.S. Dist. LEXIS 93989, at *16 (N.D. Cal. Sept. 22, 2009) (approving LCHB hourly rates for partners of \$700 - \$425, associates \$475 - \$315, paralegals/clerks \$235 - \$205).
- *Berger v. Property I.D. Corp.*, No. CV05-5373-GHK, Order Granting Class Counsel's Motion for Award of Attorneys' Fees and Reimbursement of Expenses, at 2-3 (C.D. Cal. Jan. 28, 2009) (approving LCHB hourly rates for partners of \$800 - \$450, associates \$395 - \$275, paralegals/clerks \$230 - \$115).
- *Pelletz v. Weyerhaeuser Co.*, 592 F. Supp. 2d 1322, 1326-27 (W.D. Wash. 2009) (approving LCHB hourly rates for partners of \$800 - \$405, associates \$380 - \$305, paralegals/clerks \$225 - \$180).

- *Adams v. Inter-Con Sec. Sys.*, No. CV06-05428-MHP, Order Granting

Application for Attorneys' Fees and Costs, at 2 (N.D. Cal. Feb, 28, 2008) (approving LCHB hourly rates for partners of \$700 - \$450, associates \$395 - \$295, paralegals/clerks \$210 - \$155).

- *Gerlach v. Wells Fargo & Co.*, No. C 05-0585 CW, Order Granting Class

Counsel's Motion For Attorneys' Fees, at 2-3, (N.D. Cal. Jan. 19, 2007) (approving LCHB hourly rates for partners of \$700 - \$525, associates \$390 - \$365, paralegals/clerks \$190 - \$115).

10. I was the attorney primarily responsible for reviewing the work of all other LCHB attorneys and paralegals. There has been no unnecessary duplication of services for which LCHB now seeks compensation. I reviewed the billing records and reduced or eliminated time where necessary. In those instances in which two or more attorneys at LCHB participated in any matter, this joint participation was necessary because of the complexity of the problems involved and the time constraints which existed.

11. Tasks were delegated appropriately among partners, associate attorneys, and paralegals according to their complexity. The work performed by associate attorneys and paralegals was work that required sufficient knowledge of legal concepts and that I or another partner would have had to perform absent such assistance. The paralegals identified were all qualified to perform substantive legal work based on their training and past experience working for attorneys, including attorneys outside of LCHB's offices.

12. As of April 4, 2013, LCHB's accounting department reports that the firm has expended a total of \$83,771.81 in unreimbursed expenses in connection with the investigation, prosecution, and settlement of this litigation. These expenses, listed in Exhibit B, are reflected in the books and records LCHB maintains in the ordinary course of business, which books and records are prepared from expense vouchers and check records.

13. It is my view that, in light of the time and costs expended by LCHB, the legal standards governing the award of fees and costs in class actions, and the results obtained, the fees and costs requested by LCHB are reasonable and appropriate.

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct, and that this declaration was executed on April 4, 2013 in Nashville, TN.

DATED: April 4, 2013

A handwritten signature in blue ink that reads "Mark Chalos". The signature is written in a cursive style with a large initial "M".

MARK P. CHALOS