

Exhibit 1

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)	
)	
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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.)	
)	
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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.)	
)	
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DECLARATION OF CHRISTOPHER J. KELLER

I, CHRISTOPHER J. KELLER, declare as follows:

1. I am a partner of Labaton Sucharow LLP (“Labaton” or “the Firm”). I submit this

Declaration in response to the Order of the Court dated October 17, 2018, which directed that:

Eric Belfi, Esq., and Christopher Keller, Esq., of Labaton shall each, by October 25, 2018, submit an affidavit addressing whether Labaton has or had any agreement(s) to share fees, whether or not memorialized in written contracts, with Damon Chargois, Esq. and/or Tim Herron, Esq. concerning clients or potential clients in addition to Arkansas Teachers Retirement System, and whether Labaton has or had written or unwritten agreements to share fees with anyone else solely for assistance in obtaining clients for Labaton.

ECF 494 at 2.

2. During the status conference held on October 15, 2018, the Court questioned my partner, Michael Canty, concerning certain emails cited by the Master in the Special Master's First Submission Of Documents To Supplement The Record (Doc. 472-1) regarding Chargois & Herron's development of clients other than Arkansas Teacher Retirement System ("ATRS"). *See, e.g.* Transcript at 69, l. 3-25. In response to that inquiry, Labaton had an agreement with Chargois & Herron LLP, described in drafts exchanged between the two firms but never executed, to share attorney fees generated through representation of institutional investor clients, *e.g.*, pension funds, that Labaton and Chargois & Herron developed jointly. From Labaton's perspective, the agreement applied only to circumstances in which the institutional investor client was lead plaintiff or co-lead plaintiff in a class action. ATRS ended up being the only institutional client or other client that Labaton and Chargois & Herron succeeded in developing jointly.

3. Outside the scope of the agreement described in paragraph 2, Chargois serves as local counsel, in the traditional meaning, in two non-class action matters against BP P.L.C., both pending in the Southern District of Texas. *See Arkansas Teacher Retirement System et al. v. BP P.L.C. et al.*, Case No. 4:14-cv-00457 (S.D. Tex.) and *Virginia Retirement System et al. v. BP P.L.C. et al.*, Case No. 4:14-cv-01085 (S.D. Tex.). Both of these cases are in the MDL known as *In re BP P.L.C. Securities Litigation*. This is not a client referral relationship. If and when the

cases settle or plaintiffs obtain a favorable judgment, Chargois will be entitled to a fee based on the work he performed as local counsel in the cases.

4. Additionally, Labaton and Mashayekh & Chargois were jointly retained by seven clients related to the Takata air bag product liability case, *In re Takata Airbag Product Liability Litigation*, MDL No. 2599. There were no complaints filed on their behalf; and Labaton was not named to a lead plaintiffs' counsel position. Had Labaton been named lead counsel or co-lead counsel and used these clients on the Amended Complaint, Mashayekh & Chargois would have jointly represented those clients on the case and would have been entitled to a fee for work that they performed on the case. However, that never came to pass; and no fees were paid, or will be paid, to Mashayekh & Chargois. Labaton was paid in connection with a partial settlement for work that it performed on the case.

5. Also outside the scope of the agreement described in paragraph 2, Chargois's current law firm, Mashayekh & Chargois, referred a non-institutional business entity client to Labaton in or about October 2014. In that antitrust matter, *In re Capacitors Antitrust Litigation*, Master File No.3:14-cv-03264-JD (N.D. Cal.), Chargois was listed on the initial complaint, *Quathimatine Holdings, Inc. v. Elna Co., Ltd. et al*, 3:14-CV-4704 (D. Cal.),, provided assistance in representing the client in that individual case, and continues to jointly represent the client with Labaton. Following partial settlement of the case, Mashayekh & Chargois received \$23,655 (i.e., 10 percent of the fee awarded to Labaton to date). Chargois is entitled to a fee of 10 percent of future fees Labaton receives in the case. B.

6. The Court also questioned, "whether Labaton has or had written or unwritten agreements to share fees with anyone else solely for assistance in obtaining clients for Labaton" ECF 494 at 2. I am unaware of any current or on-going agreements, whether written or

unwritten, that Labaton has to share fees with anyone else solely for assistance in obtaining clients for Labaton, i.e., a bare referral fee. By policy, all current or on-going referral relationships must be committed to writing and be in compliance with New York's strict ethics rules governing referral agreements. I am not aware of any written or unwritten bare referral agreement with anyone else since mid-2007 when Labaton Sucharow LLP was established (after a division of the firm as it previously existed). Labaton does have ongoing agreements where an attorney has an interest in cases based in part on the fact that a lawyer originally helped facilitate that relationship. However, in all such cases (other than Chargois) the referring attorney has provided assistance in representing the client with Labaton. Indeed, it was always the intention, including with Chargois, that the referring counsel would play an important role locally with the client. To my knowledge, the Chargois situation was and is an outlier.

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

Executed this 25th day of October, 2018.

s/ Christopher J. Keller
Christopher J. Keller