


Statement of Bruce D. Bernstein

On August 22, 2014, I commenced a lawsuit captioned *Bernstein v. Bernstein Litowitz Berger & Grossmann LLP, et al.*, No. 14 Civ. 6867 (VEC) (S.D.N.Y.) (the "S.D.N.Y. Action"). At the time I filed my complaint in the S.D.N.Y. Action, based on my investigation and analysis, I believed in good faith that the complaint was well-grounded in both fact and law. In the course of the proceedings that followed the filing of the S.D.N.Y. Action and as a result of communications between my legal counsel and counsel for defendants, I received information that seriously challenges my claims. Among other things, my counsel and I interviewed witnesses to the events from which my claims arose, and we also reviewed relevant documentation. Based on the foregoing information, it is now my belief that, although I had a good faith basis for asserting the allegations and claims in the S.D.N.Y. Action at the time the complaint was filed, the information presents insurmountable factual and legal challenges to my ability to recover other than a breach of contract claim seeking a bonus from the Firm in connection with its representation of Richard Reynolds in the *Merck* class action litigation, MDL No. 1658 (SRC) (D.N.J.), on the basis that Mr. Reynolds was my client at the time I joined the Firm.



Bruce D. Bernstein

February 19, 2015