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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

SOKANKELLY LIM, individually and on behalf of those similarly situated**,** Plaintiff, **vs.** **TRADEZERO AMERICA, INC.** Defendant.	**CIVIL ACTION** NO. 1:24-cv-01196-GBW Filing Date: May 15, 2025

PLAINTIFF'S MEMORANDUM OF LAW IN SUPPORT OF UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, AND TO AUTHORIZE CLASS NOTICE, AND SCHEDULE A FINAL APPROVAL HEARING PURSUANT TO RULE 23 OF THE FEDERAL RULES OF CIVIL PROCEDURE

Plaintiff Sokankelly Lim ("Plaintiff"), individually and on behalf of the Settlement Class, by and through her undersigned attorneys and with the consent, for settlement purposes only, of Defendant TradeZero America, Inc., submits this Memorandum of Law in Support of the Unopposed Motion for Preliminary Approval of Class Action Settlement, Authorize Class Notice and Schedule a Final Approval Hearing ("Motion").

I. Preliminary Statement

Plaintiff Lim requests an order (1) granting preliminary approval of the Settlement; (2)

certifying the Class for the purpose of the Settlement pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3); (3) ordering the Settlement Administrator to direct and issue notice to the Class under the terms of the Settlement Agreement; (4) appointing Sokankelly Lim as Class Representative for Settlement purposes; (5) appointing Marc Edelson, Edelson Lechtzin LLP, and Scott M. Tucker, Chimicles Schwartz Kriner & Donaldson-Smith LLP, as Plaintiffs' Counsel for the Settlement; (6) designating Analytics, LLC as Claims Administrator; (6) approving and ordering the implementation of a proposed Notice Plan; (7) establishing a procedure for objections to the Settlement Agreement; (8) establishing a procedure for opt-outs from the Settlement Agreement; (9) setting a bar date for the submission of claims; and (10) entering a briefing schedule and date for a fairness hearing to consider final approval of Settlement Agreement.

The Parties agreed to settle this the above-captioned action ("Action") on a class-wide basis as set forth in the Settlement Agreement. This will create a $325,000.00 all cash non-reversionary fund that Defendant has agreed to pay under the terms of the Settlement to benefit the Settlement Class. If approved, the proposed Settlement will resolve and release all claims asserted in this Action. Plaintiff submits that the recovery here is commensurate with the result that could have been obtained at trial, which is a tremendous result given the inherent risks and expenses of continued litigation. Additionally, it provides substantial relief comparable to or better than other settlements approved in similar data breach cases. Plaintiff believes the proposed Settlement is not only in the best interests of the Settlement Class and should be approved by the Court on that basis alone, but is also an excellent result, especially considering the uncertainties, risks, and delay that continued litigation would bring, which might then result in a smaller recovery or no recovery.

As outlined below, Plaintiff respectfully requests that the Court review and preliminarily approve the terms of the proposed Settlement as fair and reasonable, and certify the Settlement

Class under Fed. R. Civ. P. 23 for Plaintiff's and the Settlement Class's claims arising from a cybersecurity incident that impacted TradeZero's vendor Tawk.To on or around July 29, 2024, as disclosed by TradeZero in September 2024 (the "Incident"). The executed Settlement Agreement is attached hereto as Exhibit A. Plaintiff also submits proposed Notices of the Settlement advising Settlement Class Members of the settlement, informing them of the terms of the Settlement Agreement, advising them of their rights under the proposed Settlement, and allowing them to be heard in the proceedings for the Final Settlement Approval. *See* Settlement Agreement Exhibits 1 (Short Form notice) and 2 (Long Form notice). In addition, Plaintiff submits a Claim Form that will allow Settlement Class Members to submit a claim for the benefits provided by the settlement. *See id.*, Exhibit 3 (Claim Form).

II. Factual Background

Plaintiff filed this lawsuit after an unauthorized third party accessed data associated with customer communications that were contained on the Tawk.To platform which TradeZero utilizes for customer support to connect with their website visitors and customers in real-time. *See* Complaint, ECF No. 1 ¶¶ 37-42. TradeZero operates a stock and options trading platform including real-time streaming and direct market access. *Id.* ¶ 20.

In conjunction with the services it provides, TradeZero collects certain personally identifiable information ("PII"), from its clients and customers, including PII related to Plaintiff and the Settlement Class, and stores the PII on its network. *Id.* ¶¶ 1-3, 23. At the time of the Incident, Plaintiff was a TradeZero customer and her PII was present within the Tawk.To platform. *Id.* ¶¶ 21, 25, 41, 127, 138, 177. On or about September 19, 2024, Defendant began notifying Settlement Class Members, including Plaintiff, of the cybersecurity incident that impacted the Tawk.To platform on or around July 29, 2024. *Id.* ¶¶ 4, 5, 37. TradeZero learned that the Incident

may have involved personal information belonging to Plaintiff and Settlement Class Members including names, social security number, date of birth, mailing address, telephone number and financial and banking information. *Id.* ¶¶ 4, 6, 7, 13, 37-42. Plaintiff Lim received the letter notifying her of the Incident, via email, directly from TradeZero dated September 19, 2024. *Id.* ¶ 12.

Prior to filing this Action, Plaintiff vigorously gathered all available information regarding the Incident, including publicly available documents concerning announcements and notice of the Incident and non-public information concerning the size and makeup of the putative class and the circumstances that led to the Incident. Thereafter, since Plaintiff was among those whose PII had potentially been compromised, she brought this putative class action. Plaintiff alleges that, due to the Incident, she and the putative Class Members were, and continue to be, at significant risk of identity theft and various other forms of personal, social, and financial harm, including the sharing and detrimental use of their sensitive information. *Id*. ¶ 10.

While TradeZero generally denies the allegations, it agreed to engage in settlement negotiations to avoid disruption to its business operations associated with further litigation and the litigation cost and expenses, distractions, burden, expense, relating to protracted litigation. *See* Settlement Agreement, ¶ 8. The Parties subsequently reached a class-wide settlement and, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, Plaintiff files this motion for preliminary approval of that settlement.

III. <u>Procedural History</u>

Plaintiff filed the operative Class Action Complaint on October 25, 2024. *See* ECF. No. 1. On December 12, 2024, the Parties requested that the Court approve a Joint Stipulation extending Defendant's time to file its Answer to the Complaint to February 25, 2025. *See* ECF. No. 5.

The parties also engaged in several meet and confer sessions, and Defendant provided informal discovery responses to permit Plaintiff's counsel to facilitate informed settlement negotiations and evaluate settlement proposals. Defendant's responses enabled Plaintiff to discern the Class size and Defendant's potential liability exposure. Plaintiff also conducted research concerning other similar data breach settlements to compare with the settlement proposals to determine whether the instant Settlement compares favorably with other cases. This information was sufficient to facilitate informed settlement discussions among the Parties. As a result, the Parties have agreed to resolve Plaintiff's claims for a gross Settlement Amount of $325,000.

IV. Settlement Negotiations

Plaintiff considered several factors in this settlement. Initially, the settlement provides substantial relief comparable to or better than other settlements approved in similar data breach cases. Plaintiff's Counsel has substantial experience in data breach cases and concludes that the terms and conditions of this Settlement are fair, reasonable, and adequate to Settlement Class Members. Further litigation would be protracted and expensive, considering the uncertainty and risks inherent in litigation, including obtaining and maintaining class certification, retaining experts, conducting multiple depositions of Plaintiff's and Defendant's witness, defending multiple motions, and preparing the case for trial. Further, the costs associated with protracted litigation would reduce the potential benefits to putative Class Members. Counsel for both Parties have determined that it is desirable to effectuate a full and final settlement of the claims asserted in the litigation to avoid the associated burdens, risks, uncertainty, and extensive costs.

Plaintiff's Counsel believes the claims asserted in the Action have merit, but also believes that the Proposed Settlement is the best outcome. To come to this conclusion, Plaintiff's Counsel examined and considered the benefits to be obtained under the proposed Settlement set forth in

this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Plaintiff's Counsel fully investigated the facts and law relevant to the merits of the claims, and conducted an independent investigation of the alleged claims. As a result of these efforts, Plaintiff's Counsel concludes that the proposed Settlement set forth in the Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

Defendant has agreed to enter into the Settlement Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation that could impact its primary business functions.

V. Proposed Settlement Terms

The proposed Settlement Agreement provides that Defendant will make a total Settlement Payment of $325,000 in a non-reversionary Settlement Fund. This amount shall include all Individual Settlement Payments, Service Awards, Claims Administrator Costs, and Class Counsel Attorneys' Fees and Costs. The Settlement amount is a fair, adequate, and reasonable resolution of this claim, given the anticipated costs and delays as outlined above. It is well within the range of potential outcomes for the Plaintiff and the Settlement Class Members, given the potential issues with litigating the case through trial.

A. Proposed Settlement Class

The Settlement Class is defined as "all individuals residing in the United States whose PII was affected by the Incident." *See* Settlement Agreement, ¶ 47. Excluded from the Settlement Class are "(1) the Judge presiding over this Action, and members of their direct families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest, and its current or former officers and

directors; and (3) Settlement Class Members who submit a request to opt-out prior to the Opt-Out Deadline." *Id.*

B. Releases

In exchange for receiving payments from the Settlement, the Settlement Class Members will agree to release Defendant from "all causes of action, claims, rights, damages, punitive or statutory damages, penalties, liabilities, expenses, attorneys' fees, costs and losses resulting from the Data Breach, including liquidated damages, or other compensation against Defendant that may have accrued as a result of the Data Breach." *See* Settlement Agreement at ¶¶ 40-43.

C. Compensation to Settlement Class Members

The Settlement provides significant relief to participating Class Members. The Settlement Agreement establishes three potential benefits for Settlement Class Members. It provides cash compensation for Documented Losses for Settlement Class Members who experienced financial loss, up to $10,000. *See* Settlement Agreement at ¶¶ 4, 18, IV.1.a. Next, Settlement Class Members may elect to receive Time Compensation, for their time and effort undertaken to secure their credit, up to 5 hours. *Id*. ¶¶ 5, 54, IV.1.b. Last, Settlement Class Members are also entitled to three years of no-cost credit protection coverage. ¶¶ 14, IV.1.d. Alternatively, they may choose to receive a cash payment in lieu of the credit protection. ¶¶ 6, 15, IV.1.c. If the total claims exceed the settlement amount, claims would be subject to a *pro rata* reduction. *Id*. ¶ IV.1.e. Further, should the total claims not exhaust the settlement fund, the remaining funds would be distributed, *pro rata*, to those Valid Claimants who have already received their Cash Payments.[1] *Id*. ¶ XII.

[1] *Pro rata* distribution will only take place if there are at least 10 Valid Claimants who would receive at least $25. *Id.* ¶ XII. If, however, there are less than 10 Valid Claimants and/or the Valid Claimants would receive less than $25, the remaining funds will be donated. *Id.*

D. Notice

If the Court grants the instant Motion, Defendant will provide the Settlement Administrator with a Class List with the best available contact information for the Settlement Class Members. *Id.* at ¶ VII.1. The Settlement Administrator will send the Notice of Settlement and the Claim Form to all Settlement Class Members within 45 days following entry of the Preliminary Approval Order via postcard sent via U.S. mail and/or email. *Id*. at ¶ VII.2. The Settlement Class Members will have 90 days to return a Claim Form. *Id*. at ¶ 9. The Settlement Administrator will create a website with the Notice of Settlement and other documents and information related to the litigation. *Id*. at ¶ VII.3. The Settlement Administrator will also establish a toll-free phone number with information about the Settlement. *Id*. at ¶ VI.f.

E. Settlement Award Eligibility

The Settlement Administrator will determine eligibility and the amount of Settlement Awards to be paid to the Settlement Class Members. *Id*. at ¶ IX.

F. Objections and Requests for Exclusions

Settlement Class Members who wish to object to the Settlement must submit an objection in writing prior to the Claim Deadline, signed by the objector, indicating the grounds for objecting, and whether they intend to attend and be heard at the Final Approval Hearing. *Id*. at ¶ VIII. To be heard at the Final Approval Hearing, the objector must file notice with the Court and serve notice on both Plaintiff and Defense counsel. *Id*. To be excluded from the Settlement, a Settlement Class Member must submit a signed, written statement indicating that they do not wish to participate in the Settlement prior to the Claim Deadline. *Id*.

G. Final Approval Hearing

Twenty-one (21) days prior to the Final Fairness Hearing, Plaintiff will file a Motion for

Final Approval, requesting that the Court enter an order finding that the Notice met due process requirements and that the Settlement was fair, reasonable and adequate, and directing that the Settlement Funds be distributed, the Action be dismissed with prejudice, and retaining jurisdiction to oversee settlement administration. The Motion for Final Approval will also seek the approval of attorneys' fees and expenses, as well as a service award for the Plaintiff. *Id*. at ¶ X.

H. Distribution of Settlement Funds

i. ***Gross Settlement Funds and Non-Reversion***

Defendant will fund the full amount of the Settlement Fund within thirty (30) days of the entry of a Preliminary Approval Order ("Gross Settlement Amount"). *Id*. at ¶ II.1.[2] The Gross Settlement Fund shall be used to pay (1) all Cash Payments to Settlement Class Members who submit Valid Claims and the cost of Credit Monitoring for Settlement Class Members who do not elect Cash Payment C; (2) any Service Award awarded to Plaintiff; (3) any attorneys' fees and costs awarded to Plaintiff's Counsel; and (4) all Notice and Administrative Expenses. Prior to the Effective Date, the Settlement Fund may be used only to pay Settlement Administration Costs. *Id*. at ¶ II.2. There will be no reversion of any portion of the Gross Settlement Amount to the Defendant after the Effective Date. *Id*. at ¶ 51.

ii. ***Service Awards***

Subject to the Court's approval, Plaintiff Lim may receive five thousand dollars ($5,000) as a service award for her efforts in prosecuting the case. *Id. at* ¶ XI. Plaintiff Lim worked diligently with Class Counsel to prosecute the matter. This involved multiple extended phone calls with Class Counsel prior to filing the Complaint wherein Lim described her interactions with Defendant's agents, her interactions with Defendant prior to the Incident, the inclusion of her PII

[2] To the extent the settlement is not finally approved, all amounts remaining in the Gross Settlement Amount at that time will be returned to Defendant. *Settlement Agreement*, XIV.5.

among the impacted data and the subsequent steps she took to determine what PII may have been impacted and protect herself from identity theft.

iii. ***Attorneys' Fees and Costs***

Subject to the Court's Final Approval Order, the Parties agreed that Class Counsel may seek an award of attorneys' fees in an amount of one-third (1/3) of the Gross Settlement Amount ($108,342), which will compensate Class Counsel for all work performed in the Action. Also subject to the Court's Final Approval Order, Class Counsel will be reimbursed for their out-of-pocket costs from the Gross Settlement Amount. *Id*. at ¶ XI.2. The one-third fee is significantly less than Class Counsel's lodestar. Pursuant to Fed. R. Civ. P. 23 (h) and 54 (d), Class Counsel will file a motion for approval of attorneys' fees and reimbursement of expenses with its motion for final approval of the Settlement if preliminary approval is granted.

iv. ***Settlement Awards***

Settlement Class Members will receive payment out of the Net Settlement Amount within 75 days of the Effective Date.[3] *Id*. at ¶ 11, XI.1. The Named Plaintiff will not need to submit a Claim Form to receive an award, but all other Settlement Class Members must do so. *Id*. at ¶¶ 8-10, IX. Any unclaimed Settlement Funds, subject to Court approval, will be donated to *cy pres* recipient National Association of Consumer Advocates.[4] *Id*. at ¶ XII.

v. ***Settlement Administrator***

The Parties will engage Analytics, LLC as the Settlement Administrator.[5] The Settlement Administrator shall perform all the duties, tasks, and responsibilities associated with providing notice and administering the Settlement. *Id*. ¶ VI. The Settlement Administrator will sign retainer

[3] *See id* at ¶ 28, defining the Net Settlement Amount as "the Settlement Fund after payment of all attorneys' fees, costs, and the Service Award, as approved by the Court."
[4] *See* https://www.nclc.org (last accessed on May 14, 2025).
[5] *See* https://www.analyticsllc.com/ (last accessed May 14, 2025).

and confidentiality agreements which will obligate it to maintain the confidentiality of Settlement Class Members' personal identifying information and not to use such information for any purposes other than the administration of this settlement. *Id*. The Settlement Administrator will provide Class Counsel and Defense Counsel periodic reports regarding requests for exclusions or objections. *Id*. The Settlement Administrator will also be required to destroy all data related to the Settlement twelve (12) months after the Final Report is submitted to the Court. *Id*.

VI. Class Certification under Fed. R. Civ. P. 23

A. Legal Standards

Rule 23 of the Federal Rules of Civil Procedure governs traditional class actions. The Supreme Court has noted that the drafters of Rule 23 intended class actions to vindicate the rights of a group of injured persons who otherwise would be without sufficient strength or inclination to bring suit on an individual basis. *See Amchem Prods. Inc. v. Windsor*, 512 U.S. 591 (1997). The Rule requires that "[t]he claims, issues, or defenses of a certified class—or a class proposed to be certified for purposes of settlement—may be settled, voluntarily dismissed, or compromised only with the court's approval."

To obtain class certification under Rule 23, Plaintiff must demonstrate the four threshold requirements of Rule 23(a): numerosity, commonality, typicality, and adequacy. *Amchem*, 521 U.S. 619–20. "To approve a class settlement, the class must be certifiable. That means it must satisfy Rule 23(a) and (b)." *Moon v. E.I. du Pont de Nemours & Co*., No. 19-cv-1856, 2023 WL 1765565, at *1 (D. Del. Feb. 3, 2023). The proposed settlement may be taken into consideration when evaluating whether these requirements are met. *Halley v. Honeywell Int'l, Inc*., 861 F.3d 481, 487 (3d Cir. 2017).

With respect to Rule 23(a), there are over 14,500 potential class members and joinder

would be impractical. *See Stewart v. Abraham*, 275 F.3d 220, 226–27 (3d Cir. 2001) (if "the potential number of plaintiffs exceeds 40, the first prong of Rule 23(a) has been met."). There are multiple common questions of fact relating to the Incident, including whether TradeZero had a duty to protect Plaintiff's and Class members' PII, whether TradeZero was negligent in collecting and storing Plaintiff's and Class members' PII, and whether TradeZero breached a fiduciary duty to Plaintiff and the proposed Class. *See* Compl. ¶ 94. These common questions apply equally to every Settlement Class Member and satisfy the commonality requirement. *See Stewart*, 275 F.3d 227 ("[t]he commonality requirement will be satisfied if the named plaintiffs share at least one question of fact or law with the grievances of the prospective class." (citation omitted)). Plaintiff Lim's experiences are typical of the other Settlement Class Members. Prior to the Incident, she was a TradeZero customer, and her data may have been impacted during the Incident. As a result, her private information, including social security number, driver's license number, banking details, and other sensitive identifiers may have been exposed to bad actors and/or the dark web. As above, each Class Member received the same notice letter informing them that their PII was included in the Incident. The same event affected both the named Plaintiff and the Class in the same manner and, accordingly, Plaintiff's claims are "typical." *See Stewart*, 275 F.3d 227–28 (claims are typical if the "same event or practice or course of conduct that gives rise to the claims of the [absent] class members, and if it is based on the same legal theory." (citation omitted)). To satisfy the adequacy requirement, Plaintiff must show that her interests are not antagonistic to those of the class, and the same strategies that will prove their claims also apply to the class. Here, there are no antagonistic or conflicting interests between Plaintiff and her counsel and the absent class members; and Plaintiff and her counsel have vigorously prosecuted the action on behalf of the class and will continue to do so. *See Moon*, 2023 WL 1765565, at *2 (counsel have "diligently

pursued the claims on behalf of the class.”).

Once this threshold showing is made, the claims must fit into one or more of the categories of permissible class actions described in Rule 23(b). Under Rule 23(b)(3), Plaintiff must show that “questions of law or fact common to class members predominate over any questions affecting only individual members, and that “a class litigation is superior to other available methods for fairly and efficiently adjudicating the controversy.” *Yarger v. ING Bank, fsb*, 285 F.R.D. 308, 316 (D. Del. 2012). The predominate questions involved include whether Defendant used reasonable data security measures to protect consumers’ PII. That question can be resolved, for purposes of settlement, using the same evidence for all Members of the Settlement Classes, and thus is precisely the type of predominant question that makes a class-wide settlement worthwhile. There are no individual issues that would predominate over the issues common to the Named Plaintiff and the Settlement Class Members.

A class action is superior to other methods of adjudicating this matter under Fed. R. Civ. P. 23(b)(3). First, having all the Settlement Class Members’ claims adjudicated in one lawsuit is far more efficient for the Court and the Parties than requiring Settlement Class Members to initiate 14,500 individual lawsuits. Second, there are no other existing lawsuits by any Settlement Class Members concerning issues like this litigation. Third, the District of Delaware is the most appropriate forum for this matter since TradeZero maintains its principal place of business in Delaware. Finally, there should be no difficulties in managing the proposed case as a class action since certification is being sought in the context of a settlement. Thus, the superiority requirement is met because the class action device achieved significant efficiencies compared to individual actions.

B. <u>Certification of the Settlement Class Under Fed. R. Civ. P. 23 is Appropriate</u>

Plaintiff requests the Court certify the following class under Rule 23: "all individuals residing in the United States whose PII was affected by the Incident." *See* Settlement Agreement, ¶ 47. The Named Plaintiff has alleged, and the evidence adduced during discovery and during the mediation process shows that the proposed Settlement Class satisfies the requirements of class certification. As above, Plaintiff has addressed each Rule 23 element demonstrating that the class may properly be certified. *Moon*, 2023 WL 1765565, at *1 ("[t]o approve a class settlement, the class must be certifiable."). "In deciding whether to grant preliminary approval of a proposed class action settlement, the court is required to determine only whether 'the proposed settlement discloses grounds to doubt its fairness or other obvious deficiencies such as unduly preferential treatment of class representatives or segments of the class, or excessive compensation of attorney, and whether it appears to fall within the range of possible approval.'" *In re Wilmington Tr. Sec. Litig.*, No. 10–cv–0990, 2018 WL 3369674, at *4 (D. Del. July 10, 2018).

Once the class is "certified for purposes of settlement," the case may be settled so long as the settlement is "fair, reasonable, and adequate." *Moon*, 2023 WL 1765565, at *2; *In re Wilimington Tr. Sec. Litig.*, 2018 WL 3369674, at *4 (same). Fed. R. Civ. P. 23(e)(2). Rule 23(e)(2) requires the court to consider whether:

(A) the class representatives and class counsel have adequately represented the class;

(B) the proposal was negotiated at arm's length;

(C) the relief provided for the class is adequate, taking into account:

(i) the costs, risks, and delay of trial and appeal;

(ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;

(iii) the terms of any proposed award of attorney's fees, including timing of payment; and

(iv) any agreement required to be identified under Rule 23(e)(3); and

(D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

Plaintiff submits that the proposed Settlement is procedurally and substantively fair, reasonable, adequate, and is not a product of collusion.[6] Here, the Parties agreed to a substantial settlement of $325,000, which provides multiple cash payments and non-monetary benefits to Class Members. The settlement was reached after multiple substantive settlement conversations, demonstrating that the agreement was the result of an arm's length negotiation. During the negotiations the Parties each have considered the strengths and weaknesses of their position and that of the opposing party. Moreover, the relief is adequate in that the settlement amount is commensurate with other data breach settlements and within Plaintiff's projected damages. The settlement places all Settlement Class Members on an equal footing *vis- à-vis* their settlement award and *pro rata* shares. Plaintiff's counsel may request a one-third fee and there are no other agreements concerning the settlement.

Because each of the prerequisites for class certification under Fed. R. Civ. P. 23 is met, the Named Plaintiff respectfully requests that the Court certify the Settlement Class.

C. <u>The Court Should Appoint Sokankelly Lim as Class Representative</u>

"To appoint Lead Plaintiff as Class Representative, a court must find that she will "fairly and adequately protect the interests of the class." *Guidry v. Wilmington Tr.*, 333 F.R.D. 324, 330 (D. Del. 2019). *See also Yarger*, 285 F.R.D. at 318–19 ("[t]he basic factual circumstances supporting plaintiffs' claims are shared by the rest of the proposed class."); *Moon*, 2023 WL 1765565, at *2.

[6] Rule 23(e)(3) requires that "[t]he parties seeking approval must file a statement identifying any agreement made in connection with the proposal." Fed. R. Civ. P. 23(e)(3). There are no such agreements here.

As explained above, Plaintiff has actively participated in this litigation since inception. Her claims are both adequate and typical of the claims which would be made by other Settlement Class Members. Accordingly, Plaintiff requests the Court to appoint her as Class Representative.

D. <u>Appointment of Counsel for the Settlement Classes</u>

The Court should appoint Marc Edelson, Edelson Lechtzin LLP, and Scott M. Tucker, Chimicles Schwartz Kriner & Donaldson-Smith LLP, as Plaintiff's Counsel for the Settlement Class. Rule 23 required "a court that certifies a class must appoint class counsel [who must] fairly and adequately represent the interests of the class." Fed. R. Civ. P. 23(g)(1). Courts generally consider the following attributes: the proposed class counsel's (1) work in identifying or investigating potential claims; (2) experience in handling class actions or other complex litigation, and the types of claims asserted in the case; (3) knowledge of the applicable law; and (4) resources committed to representing the class. Rule 23(g)(1)(A); *Yarger*, 285 F.R.D. at 320 (class counsel "are experienced class action attorneys who have been successful in prosecuting class actions and complex civil litigation in courts throughout the country.").

Here, proposed Class Counsel have extensive experience prosecuting class actions and other complex cases, including data breach cases. *See* Exhibit B, Declaration of Marc H. Edelson ("Edelson Decl.") ¶ 3; Exhibit C, Declaration of Scott M. Tucker ('Tucker Decl.") ¶ 3. As discussed above, proposed Class Counsel have worked extensively on identifying and investigating the claims here, know the law regarding class actions and data breach class actions, specifically, and have shown that they possess the resources available to represent the Class. Accordingly, the Court should appoint Marc Edelson, Edelson Lechtzin LLP, and Scott M. Tucker Chimicles Schwartz Kriner & Donaldson-Smith LLP as Class Counsel.

E. Appointment of the Settlement Administrator

In connection with implementation of the Notice Program and administration of the settlement benefits, Plaintiffs request that the Court appoint Analytics, LLC to serve as the Settlement Administrator. Analytics, LLC has a trusted and proven track record of supporting thousands of class action administrations and distributing billions of settlement funds. Exhibit D Analytics Decl. ¶ 1. Notice and administration are expected to not exceed $25,000.00 and will be deducted from the overall settlement fund. *Id. See also* Settlement Agreement ¶¶ 46; VI.3.l.

F. The Court Should Approve the Proposed Notice Program

Rule 23 requires that prior to final approval, the "court must direct notice in a reasonable manner to all class members who would be bound by the proposal." Fed. R. Civ. P. 23(e)(1)(B). For classes certified under Rule 23(b)(3), "the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B). "The notice may be by one or more of the following: United States mail, electronic means, or other appropriate means." *Id.* Class settlement notices must present information about a proposed settlement simply, neutrally, and understandably, and must describe the terms of the class action settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard.

Here, the Parties have agreed to a robust notice program (the "Notice Program") to be administered by a well-respected third-party class administrator, Analytics LLC (the "Administrator"), which will use all reasonable efforts to provide direct and individual notice to each potential member of the Settlement Class via email notice, and as appropriate, U.S. mailed notice for those that cannot be contacted via email, along with a reminder notice. The Notice and Claim Forms negotiated by the Parties are clear and concise and inform Settlement Class Members

of their rights and options under the settlement, including detailed instructions on how to make a claim, object to the settlement, or opt out of the settlement. *See* Settlement Agreement Exs. 1-3.

In addition to the direct notice, the Administrator will also establish a dedicated Settlement Website and will maintain and update the website throughout the Claims Period, with the Notice and Claim Form approved by the Court, as well as the Settlement Agreement and other key documents. The Settlement Administrator will also establish a toll-free helpline and P.O. box available to respond to Settlement Class Members' questions concerning the settlement.

The Parties have thus negotiated a notice program that is reasonably calculated under the circumstances to apprise Members of the Settlement Class of the pendency of the Action and afford them an opportunity to present any objections. Because this Notice Plan ensures that Settlement Class Members' due process rights are amply protected, this Court should approve it.

Plaintiff submits that the Court should find that the notices of the class action settlement submitted by the Parties are adequate. *See In re Wilmington Tr. Sec. Litig*., No. 10–cv–0990, 2018 WL 3369674, at *6 (D. Del. July 10, 2018) (finding the settlement notice program satisfies Rule 23(e).)

VII. Preliminary Approval of the Settlement is Appropriate

The ultimate decision whether to approve a proposed settlement under this standard "is left to the sound discretion of the district court." *Halley*, 861 F.3d at 488. In addition to the Rule 23 (e)(2) requirements addressed above, the Third Circuit sets out appropriate factors to be considered when determining the fairness of a proposed settlement. *See Girsh v. Jepson*, 521 F.2d 153, 156 (3d Cir. 1975). These additional nine factors include: (1) the complexity, expense, and likely duration of the litigation, (2) the reaction of the class to the settlement, (3) the stage of the proceedings and the amount of discovery completed, (4) the risks of establishing liability, (5) the

risks of establishing damages, (6) the risks of maintaining the class action through the trial, (7) the ability of the defendants to withstand a greater judgment, (8) the range of reasonableness of the settlement fund in light of the best possible recovery, and (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation. "This settlement checks all these boxes." *Moon*, 2023 WL 1765565, at *2.

1. The Complexity, Expense, and Likely Duration Of The Litigation.

Even though Plaintiff believes that her claims are strong, all cases, including this one, are subject to substantial risk. This case involves a proposed class of approximately 14,500 individuals, a complicated and technical factual overlay, and a defendant with the resources to litigate through trial if necessary. While putative class actions involve a high level of risk, expense, and complexity, there is also a "strong presumption in favor of voluntary settlement agreements that promote[s] the amicable resolution of disputes, conserve[s] judicial resources, and benefit[s] the parties by avoiding the costs and risks of a lengthy and complex trial. This presumption is especially strong in class actions." *Rescigno v. Statoil USA Onshore Props., Inc*., No. 20-2431, 2024 WL 4249491, at *5 (3d Cir. Sept. 20, 2024), cert. denied sub nom. *Adams v. Resigno*, No. 24-750, 2025 WL 951156 (U.S. Mar. 31, 2025). Courts in this Circuit have preliminarily approved settlements in the data breach context. *See, e.g., In re Philadelphia Inquirer Data Sec. Litig*., No. 24-cv-2106, 2024 WL 4582881, at *10 (E.D. Pa. Oct. 25, 2024) (finding *Girsh* factors weigh in favor of approval of the settlement agreement); *In re Onix Grp., LLC Data Breach Litig*., No. 23-cv-2288, 2024 WL 3015528, at *9 (E.D. Pa. June 14, 2024) (finding first *Girsh* factor "easily met when "this is a complex class action lawsuit regarding damages from a data breach, an area of law that has not yet been fully developed." And, if the litigation were to continue, plaintiffs and the settlement class would face many challenges and expenses associated with class action litigation,

including obtaining class certification, briefing motions for summary judgment, obtaining and defending expert opinions, and maintaining class certification through trial.") (internal citations and quotations omitted).

Here, continuing the litigation through depositions, motions to compel, motions for class certification, motions for summary judgment, and potential trial would significantly increase expenses to both parties and substantially extend the duration of the case.

2. The Reaction of the Settlement Class to the Settlement.

Because notice has not yet been given, this factor is not yet implicated.

3. The Stage of The Proceedings and the Amount of Discovery Completed.

This litigation was concluded at an early stage. Prior to negotiating a settlement, TradeZero provided Plaintiff with information that enabled Plaintiff's Counsel in conjunction with their independent research and review of settlements in similar cases, to formulate an appropriate settlement demand. These materials were sufficient for the Parties to conduct informed negotiations. *See e.g., Barletti v. Connexin Software, Inc*., No. 22-cv-04676, 2024 WL 1096531, at *7 (E.D. Pa. Mar. 13, 2024) (finding third *Girsh* factor satisfied when the "parties entered negotiations with a comprehensive understanding of the merits of this case and agreed to the settlement with a full understanding of its financial position. This factor weighs in favor of approval.").

4 & 5. The Risks of Establishing Liability and Damages.

The Named Plaintiff is confident she could establish liability on her claim. However, data breach cases are among the riskiest and most uncertain of all class action litigations, making settlement the more prudent course where, as here, a reasonable one can be reached. The court's opinion in *In re Philadelphia Inquirer Data Sec. Litig*., succinctly describes the hurdles Plaintiff

Lim faces in continuing to litigate this matter.

> The fourth and fifth factors—risks of establishing liability and damages—also counsel in favor of approving the settlement. Plaintiffs' counsel demonstrated that there is a risk of establishing liability, and in turn, damages, because this case involves a number of open questions, including whether Defendant owed a duty to the class to safeguard sensitive information, whether Defendant breached that duty, whether the compromised information was ever actually viewed by bad actors, whether Defendant violated state consumer protection laws, whether Defendant's conduct was the proximate cause of the breach, and the extent to which the class is entitled to recovery.

In re Philadelphia Inquirer Data Sec. Litig., 2024 WL 4582881, at *9.

6. The Risks of Maintaining the Action Through Trial.

The Court has not yet certified a class. If the case were to proceed through trial, Plaintiff would encounter risks in obtaining and maintaining certification of the class. TradeZero would undoubtedly oppose class certification if the case were to proceed. Thus, Plaintiff necessarily risks losing class action status. "The likelihood of maintaining class certification if the action were to proceed to trial—weighs in favor of approval because there "will always be a 'risk' or possibility of decertification." *In re Philadelphia Inquirer Data Sec. Litig*., 2024 WL 4582881, at *10 (citing *In re Prudential Ins. Co. Am. Sales Prac. Litig. Agent Actions*, 148 F.3d 283, 321 (3d Cir. 1998) (a district court may decertify or modify a class at any time during the litigation)).

7. The Defendant's Ability to Withstand a Greater Judgment.

TradeZero's ability to withstand a greater judgment should not preclude the Court's approval of the settlement agreement. As above, the proposed settlement provides substantial cash benefits to the Settlement Class. *See* Section V.C., *supra*. Thus, the seventh *Girsh* factor is of lower significance "because the settlement achieved immediate and tangible benefit for the class." *Halley*, 861 F.3d at 490.

8 & 9. The Range of Reasonableness of the Settlement Fund in light of the Best Possible Recovery and Risks of Litigation.

"The last two Girsh factors ask whether the settlement is reasonable in light of the best possible recovery and the risks the parties would face if the case went to trial." *In re Prudential Ins. Co. Am. Sales Prac. Litig.*, 148 F.3d at 322.

The Settlement amount is well within the range of reasonableness. Plaintiff believes the Settlement is commensurate with that of other data breach settlements and well within the damages that could have been awarded on the claims at trial. Further, the risks of litigation are substantial. TradeZero could prevail on any one of its defenses regarding class certification, liability, or damages. In that case, Plaintiff and the Settlement Class would receive nothing. Given these risks, the Settlement is within the range of reasonableness. The Court should conclude that the settlement amount here is "reasonable in light of the best possible recovery and the attendant risks of litigation—little or no recovery at all." *Halley*, 861 F.3d at 490.

Plaintiff submits that the Settlement here satisfies both the Rule 23 (e) and *Girsh* factors for the settlement of a Rule 23 class action.

VIII. Conclusion

Plaintiff respectfully requests that the Court certify the Settlement Class, for settlement purposes only, under Fed. R. Civ. P. 23, preliminarily approve the Settlement Agreement, order that Notice of the Settlement and Claim Forms be sent to the Settlement Class Members and set a hearing date for Final Settlement Approval.

Respectfully submitted,

Dated: May 15, 2025	By: *<u>/s/ Scott M. Tucker</u>* Scott M. Tucker Chimicles Schwartz Kriner & Donaldson-Smith LLP 2711 Centerville Road Suite 201 Wilmington, DE 19808 (302) 656-2500 Fax: (302) 656-9053 EmailScoottucker@chimicles.com Marc H. Edelson (*Pro Hac Vice* pending) Edelson Lechtzin LLP 411 S. State Street, Suite N-300 Newtown, PA 18940 Telephone: (215) 867-2399 Facsimile: (267) 685-0676 medelson@edelson-law.com *Counsel for Plaintiff and the Proposed Classes*

Exhibit A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

SOKANKELLY LIM, individually and on behalf of those similarly situated**,** Plaintiff, **vs.** **TRADEZERO AMERICA, INC.** Defendant.	**CIVIL ACTION** NO. 1:24-cv-01196-GBW

This Settlement Agreement is intended by all parties to fully, finally, and forever resolve, discharge, and settle the lawsuit entitled *Lim v. TradeZero America, Inc.,* Case No. 1:24-cv-01196-GBW (D. Del.) (this "Action" or the "Settlement"). Plaintiff and Defendant are referred to collectively as the "Parties." The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Factual and Procedural History and Recitals

Whereas:

1. Plaintiff, Sokankelly Lim, filed her Class Action Complaint (Dkt. # 1) ("Compl.") on October 25, 2024, as a class action under Fed. R. Civ. P. 23 seeking to represent a class of persons who are current or former TradeZero customers for damages allegedly arising from TradeZero's alleged failure to properly secure and safeguard Plaintiff's and Class members' personally identifiable information ("PII") contained on its third-party vendor Tawk.To's platform.

2. Defendant, TradeZero America, Inc. ("TradeZero"), operates a stock and options trading platform including real-time streaming and direct market access.

3. In the normal course of business, Defendant may receive personally identifiable information ("PII"), including PII related to its customers. Certain of this information was

contained in certain files associated with customer communications that were contained on the Tawk.To platform.

4. On or about September 19, 2024, Defendant began notifying Settlement Class Members, including Plaintiff, of a cybersecurity incident that occurred on or around July 29, 2024 (the "Incident"). Specifically, Defendant advised that, during the Incident, an unauthorized actor may have accessed personal information contained in certain files associated with customer communications that were contained on the Tawk.To platform.

5. Plaintiff commenced this Action on October 25, 2024, on behalf of herself and all others similarly situated because of the Incident.

6. On or about November 25, 2024, the Parties began discussing settlement and on or about March 14, 2025, the parties agreed to the principal terms of the Settlement, including a non-reversionary Settlement Fund as described herein.

7. On April 8, 2025, the parties jointly advised the Court by letter that they reached a settlement in principle on a class-wide basis, were in the process of negotiating a formal settlement agreement, including notice provisions, and expect that the Plaintiff will be filing a motion for preliminary approval of the settlement once that process is completed.

8. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Settlement Agreement to resolve all controversies and disputes arising out of or relating to the Incident and the allegations made in the Complaint, and to avoid the litigation cost and expenses, distractions, burden, expense, and disruption to their business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and disclaims and denies any fault or

liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Settlement Agreement shall be used or construed as an admission of liability, and this Settlement Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Settlement Agreement. Plaintiff has entered into this Settlement Agreement to recover on the claims in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiff does not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Settlement Agreement to bind Plaintiff, all Settlement Class Members, all other Releasing Parties, Defendant, and all other Released Parties.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

I. Definitions

1. "Action" means the lawsuit entitled: *Lim v. TradeZero America, Inc.,* Case No. 1:24-cv-01196-GBW, filed in the United States District Court for the District of Delaware.

2. "Application for Attorneys' Fees, Costs, and Service Award" means the application to be made with the Motion for Final Approval seeking a Service Award for Plaintiff and Plaintiff's counsel's attorneys' fees and reimbursement for costs.

3. "Cash Payment" means compensation in the form of Cash Payment A, Cash Payment B, or Cash Payment C paid to Settlement Class Members who submit Valid Claims.

4. "Cash Payment A" means cash compensation for Documented Losses that Settlement Class members may elect under Section IV herein.

5. "Cash Payment B" means the cash compensation that Settlement Class Members may elect to compensate them for Time Compensation under Section IV herein.

6. "Cash Payment C" means the cash equivalent of three (3) years credit monitoring Settlement Class Members may elect under Section IV herein.

7. "Claim" means the submission of a Claim Form by a Claimant.

8. "Claim Form" means the proof of claim, substantially in the form attached hereto as ***Exhibit 3***, to be approved by the Court and which may be modified, subject to the Parties' approval, to meet the requirements of the Settlement Administrator.

9. "Claim Form Deadline" shall be 90 days after the mailing of the Notice and Proof of Claim, as set forth in Section VII herein and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment, unless otherwise agreed by the Parties or ordered by the Court.

10. "Claimant" means a Settlement Class member who submits a Claim Form.

11. "Class List" means a list of all individuals in the Settlement Class. Defendant shall prepare and provide the Class List to the Settlement Administrator for Notice using information in its records within fourteen (14) days of the date of Preliminary Approval. Class List shall include the Settlement Class Members' names, postal addresses and email addresses to the extent available.

12. "Complaint" means the Class Action Complaint filed on October 25, 2024.

13. "Court" means the United States District Court for the District of Delaware and the Judge assigned to the Action.

14. "Credit Monitoring" means three (3) years of credit monitoring that all Settlement Class Members will be entitled to, as further addressed in Section IV herein.

15. "Credit Monitoring Equivalent" means the cash equivalent of three (3) years of Credit Monitoring, which a Settlement Class Member may elect.

16. "Defendant" means TradeZero America, Inc.

17. "Defendant's Counsel" means Baker & Hostetler LLP.

18. "Documented Losses" means without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Incident through the Claims Deadline; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

19. "Effective Date" means 30 days after the entry of the Final Approval Order, provided there are no objections to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last Court of Appeals or Supreme Court ruling affirming the Final Approval Order or denying certiorari, or 30 days after the entry of a dismissal of the appeal.

20. "Escrow Account" means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

21. "Final Approval" means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

22. "Final Approval Hearing" means the hearing held before the Court during which

the Court will consider granting Final Approval of the Settlement and the Application for Attorneys' Fees, Costs and Service Award.

23. "Final Approval Order" means the final order that the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order, substantially in the form attached hereto as ***Exhibit 5***, shall be attached as an exhibit to the Motion for Final Approval. Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys' fees and costs awarded to Plaintiff's Counsel and any Service Award for the Plaintiff.

24. "Incident" has the meaning set forth above in Paragraph 4.

25. "Long Form Notice" means the notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2***, subject to Court approval and that shall be posted on the Settlement Website by the Settlement Administrator.

26. "Motion for Final Approval" means the unopposed motion that Plaintiff shall file with the Court seeking Final Approval of the Settlement.

27. "Motion for Preliminary Approval" means the unopposed motion that Plaintiff shall file with the Court seeking Preliminary Approval of the Settlement.

28. "Net Settlement Fund" means the Settlement Fund after payment of all attorneys' fees, costs, and the Service Award, as approved by the Court.

29. "Notice" means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Settlement Agreement and ***Exhibits 1 and 2*** and approved by the Court.

30. "Notice and Administrative Expenses" means all of the expenses incurred in the providing notice of, and administration of, this Settlement, including, without limitation, all expenses or costs associated with preparing and sending the required notices to appropriate state

and federal officials under the Class Action Fairness Act of 2005, providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing Cash Payments and Credit Monitoring to participating Settlement Class Members. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Settlement Agreement.

31. "Notice of Deficiency" means the notice sent by the Settlement Administrator to a Settlement Class member who has submitted an invalid Claim for Documented Losses.

32. "Objection Period" means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 45 days after the mailing of the Notice per Section VII below.

33. "Opt-Out Period" means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 45 days after the mailing of the Notice per Section VIII below.

34. "Party" means each of the Plaintiff and the Defendant, and "Parties" means Plaintiff and Defendant collectively.

35. "Personally Identifiable Information" or "PII" means Settlement Class members' information involved in the Incident, such as name, date of birth, driver's license number, federal/state identification card number, tax identification number, social security number and/or financial account information, and/or other information such as phone number, address, and email address.

36. "Plaintiff" means Sokankelly Lim.

37. "Plaintiff's Counsel" means the law firms of Edelson Lechtzin LLP and Chimicles

Schwartz Kriner & Donaldson-Smith LLP.

38. "Preliminary Approval" means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form attached to the Motion for Preliminary Approval.

39. "Preliminary Approval Order" means the order preliminarily approving the Settlement and proposed Notice, which shall be submitted to the Court substantially in the form attached hereto as ***Exhibit 4***.

40. "Releases" means the releases and waiver set forth in Section XIII of this Settlement Agreement.

41. "Released Claims" means the claims described in Section XIII of this Settlement Agreement.

42. "Released Parties" means Defendant, TradeZero America Inc., and its present and former parents, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, officials, principals, stockholders, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, clients, customers, data owners, associated third parties, predecessors, successors and assigns, and any other person acting on Defendant's behalf, in their capacity as such. It is understood that to the extent a Released Party is not a party to the Settlement Agreement, all such Released Parties are intended third-party beneficiaries of the Settlement Agreement.

43. "Releasing Parties" shall mean (i) Plaintiff and all Settlement Class Members, (ii) each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries,

affiliates, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entireties, agents, attorneys, (iii) any entities in which a Plaintiff and/or other participating Settlement Class Member has or had a controlling interest or that has or had a controlling interest in him or her, (iv) any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of a Plaintiff and/or any other Settlement Class Member, and all those who claim through them or on their behalf, and (v) the respective past and present directors, governors, executive-committee members, officers, officials, customers, members, partners, principals, agents, attorneys, advisors, trustees, administrators, fiduciaries, consultants, service providers, representatives, successors in interest, assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in (i)-(iv).

44. "Service Award" shall mean the amount the Court may award the Plaintiff for initiating and pursing this action.

45. "Settlement Administrator" means Analytics, LLC.

46. "Settlement Administration Costs" means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

47. "Settlement Class" means "all individuals residing in the United States whose PII was or may have been affected by the Incident." Excluded from the Settlement Class are (1) the Judge presiding over this Action, and members of their direct families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest, and its current or former officers and directors; and (3) Settlement Class Members who submit a request to opt-out prior to the Opt-Out Deadline.

48. "Settlement Class Member" means an individual who falls within the definition of

the Settlement Class.

49. "Settlement Class Member Benefit" means the Credit Monitoring or Cash Benefits A, B, and/or C a Settlement Class Member may receive under the Settlement.

50. "Settlement Class Member Payment" means the cash compensation (Cash Payments A, B and/or C) a Settlement Class Member may receive under the Settlement.

51. "Settlement Fund" means the $325,000.00 all cash non-reversionary fund that Defendant has agreed to pay or cause to be paid under the terms of the Settlement.

52. "Settlement Website" means the website the Settlement Administrator will establish as a means for the Settlement Class members to submit Claim Forms and obtain the Long Form Notice and other information about the Settlement, including hyperlinked access to this Settlement Agreement, the Complaint, the Preliminary Approval Order, Claim Form, Motion for Final Approval, Application for Attorneys' Fees, Costs and Service Award, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for six months after Final Approval.

53. "Short Form Notice" is the postcard notice that will be mailed and emailed (to the extent available) to each Settlement Class Member in substantially the same form as ***Exhibit 1*** and as approved by the Court.

54. "Time Compensation" means up to five hours of time spent by a Settlement Class Member in securing their credit, such as by effecting a credit freeze at each credit reporting agency, monitoring accounts, and contacting financial institutions to be reimbursed at $30/hour.

55. "Valid Claim" means a Claim Form submitted by a Settlement Class Member for a Cash Payment that is: (a) submitted in accordance with the provisions of this Settlement Agreement; (b) accurately, fully, and truthfully completed and executed, with all of the available

information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination the Claim is not a Valid Claim.

II. Settlement Fund

1. Within 30 days of Preliminary Approval, Defendant shall deposit $325,000.00 in cash into the Escrow Account to establish the Settlement Fund. Defendant shall not be required to pay any more money under this Settlement under any circumstances for any reason.

2. The Settlement Fund shall be used to pay: (1) all Cash Payments to Settlement Class Members who submit Valid Claims and the cost of Credit Monitoring for Settlement Class Members who do not elect Cash Payment C; (2) any Service Award awarded to Plaintiff; (3) any attorneys' fees and costs awarded to Plaintiff's Counsel; and (4) all Notice and Administrative Expenses. Prior to the Effective Date, the Settlement Fund may be used only to pay Settlement Administration Costs.

3. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg.§ 1.468B-l at all times since creation of the Escrow Account. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including

any taxes or tax detriments that may be imposed on Defendant, Defendant's Counsel, Plaintiff, and/or Plaintiff's Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiff, and Plaintiff's Counsel shall have no liability or responsibility for any of those taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiff, and Plaintiff's Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification) on income earned by the Escrow Account or otherwise imposed on funds while they are held in the Escrow Account. The Escrow Account may not be used to pay taxes that may be owed by Plaintiff on the amount she receives as a Service Award or that may be owed by Plaintiff's Counsel on the amount they receive as attorneys' fees or costs, as awarded by the Court.

III. Certification of the Settlement Class

1. Plaintiff shall propose and move the Court that the Settlement Class be certified for Settlement purposes only and that the Court appoint Plaintiff as Class Representative and Plaintiff's Counsel as Class Counsel. Defendant agrees solely for purposes of the Settlement provided for in this Settlement Agreement, and the implementation of such Settlement, that this Action shall proceed as a settlement class action; provided however, that if a Final Approval Order is not issued or if the Settlement is terminated under the provisions of this Settlement Agreement, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. In such event, Plaintiff and Plaintiff's Counsel shall not reference this Settlement Agreement or any negotiations leading to this Settlement Agreement in support of any subsequent motion for class certification of any class in

the Action.

IV. Settlement Consideration

1. **Cash Payments and Credit Monitoring for Settlement Class Members** – Settlement Class Members are entitled to submit Claims for a Cash Payment from the Net Settlement Fund. When submitting a Claim for a Cash Payment, Settlement Class Members may elect Cash Payment A for Documented Losses, if applicable, and/or Cash Payment B to receive Time Compensation, and/or Cash Payment C to receive a Credit Monitoring Equivalent. All Settlement Class Members who do not request Cash Payment C and who do not timely submit a valid request for exclusion will receive Credit Monitoring.

a. Cash Payment A – *Documented Losses*

Settlement Class Members may submit a Claim for Cash Payment A under this section for up to $10,000.00 each upon presentment of Documented Losses related to the Incident. To receive a Cash Payment for Documented Losses, a Settlement Class Member must elect Cash Payment A on the Claim Form and attest under penalty of perjury to incurring Documented Losses. Settlement Class Members electing Cash Payment A will be required to submit reasonable documentation supporting the Documented Losses. Settlement Class Members electing Cash Payment A shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a Documented Loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim for Cash Payment A will be rejected. If, however, the Settlement Class Member has also elected Cash Payment B and or C,

any such elections will be considered pursuant to the paragraphs immediately below.

b. Cash Payment B – *Time Compensation*

To receive Time Compensation, a Settlement Class Member must elect Cash Payment B on the Claim Form, describe generally the efforts undertaken to secure their credit, specify the number of hours spent (up to 5) on those efforts, and attest under penalty of perjury to all such information. Time Compensation will be at $30 per hour. If a Settlement Class Member does not provide all requested information, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim for Cash Payment B will be rejected. If, however, the Settlement Class Member has also elected Cash Payment C, any such elections will be considered pursuant to the paragraph immediately below.

c. Cash Payment C – *Credit Monitoring Equivalent*

Whether a Settlement Class Member submits a claim for Cash Payment A and/or B. the Settlement Class Member may also elect, and be entitled, to receive Cash Payment C, which is the Credit Monitoring Equivalent. To receive Cash Payment C, Settlement Class Members must file a Valid Claim. The amount a Settlement Class Member can receive from Cash Payment C is capped at $300.00.

d. Credit Monitoring

All Claimants will receive Credit Monitoring unless they elect to receive Cash Payment C. Credit Monitoring will be arranged by the Settlement Administrator and paid for out of the Net Settlement Fund prior to calculation and issuance of any Cash Payments.

e. Potential Pro-Rata Reduction in Cash Payments

In the event that Valid Claims for Cash Payments A, B and C and the cost of Credit Monitoring exceed the Net Settlement Fund, any approved Claims for Cash Payment A, B or C

will be reduced *pro rata* on the same basis so that the Net Settlement Fund is sufficient to cover the payment of all such Claims.

V. Settlement Approval

1. Upon execution of this Settlement Agreement by all Parties and their Counsel, as soon as is practicable, Plaintiff's Counsel shall file a Motion for Preliminary Approval, after review by Defendant. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Plaintiff's Counsel and Defendant.

2. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the methods of disseminating Notice as set forth herein and approve the form and content of the Notice of the Settlement; (4) approve the Claim Form and Claim process; (5) approve the procedures for individuals in the Settlement Class to opt-out of or object to the Settlement; (6) stay all non-settlement related proceedings in the Action pending Final Approval of the Settlement; and (7) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Plaintiff's Counsel, and Defendant's Counsel.

VI. Settlement Administrator

1. The Parties agree that, subject to Court approval, Analytics, LLC shall be the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Settlement Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

2. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement

Administrator elsewhere in this Settlement Agreement, including, but not limited to, disseminating Notice as set forth herein, handling the Claims process, administering the Settlement Fund, and distributing the Cash Payments and instructions on how to activate Credit Monitoring to Settlement Class Members who do not elect Cash Payment C.

3. The Settlement Administrator's duties shall include:

a. Providing the CAFA notices required by 28 U.S.C. §1715;

b. Disseminating the Short Form Notice, as approved by the Court by mail and email (to the extent available) to each all individuals indicated on the Class List, reviewing and approving or rejecting Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Cash Payments and instructions on how to activate Credit Monitoring to those Settlement Class Members who do not elect Cash Payment C;

c. Establishing and maintaining the Settlement Fund in the Escrow Account approved by the Parties;

d. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class and objections from Settlement Class Members, and Claim Forms;

e. Establishing and maintaining the Settlement Website to include the Long Form Notice and to provide important information about the Settlement and electronic submission of Claim Forms;

f. Establishing and maintaining an automated toll-free telephone line for the Settlement Class to call with Settlement-related inquiries, and answer frequently asked questions of individuals in the Settlement Class who call with or otherwise communicate such inquiries;

g. Responding to any Settlement Class member inquiries;

h. Providing a Claim Form by mail or email to any Settlement Class Member that

requests one;

i. Providing weekly reports to counsel for Plaintiff that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

j. In advance of the Final Approval Hearing, preparing a declaration confirming the dissemination of the Notice was completed in accordance with the terms of this Settlement Agreement and the Preliminary Approval Order, describing how it was completed, indicating the number of Claim Forms received, providing the names and addresses of each individual in the Settlement Class who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received and attaching copies thereof, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

k. Distributing, out of the Net Settlement Fund, Cash Payments by electronic means, if requested by a Valid Claimant, or by paper check;

l. Paying Court-approved attorneys' fees and costs, and the Service Award out of the Settlement Fund within three (3) days following the Effective Date;

m. Paying Settlement Administration Costs out of the Settlement Fund following approval by Plaintiff's Counsel commencing three (3) days following the Effective Date; and

n. Performing any other Settlement Administration function at the instruction of Plaintiff's Counsel, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments have been properly distributed.

4. The Settlement Administrator shall perform reasonable address traces for those Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure

would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 30 days after the dissemination of the Notice, the Settlement Administrator shall complete the re-mailing of the Notice and Claim Form to those Settlement Class members whose new addresses were identified as of that time through address traces.

VII. Dissemination of Notices and Claim Forms to the Settlement Class

1. Defendant will provide to the Settlement Administrator the Class List no later than fourteen (14) days after entry of the Preliminary Approval Order.

2. Within forty-five (45) days following entry of the Preliminary Approval Order, the Settlement Administrator shall mail via U.S. Mail and email (to the extent available) the Short Form Notice, substantially in the form approved by the Court, as indicated on the Class List.

3. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

VIII. Requests for Exclusion and Objections

1. For a request for exclusion to be considered valid by the Court, the request must be submitted no later than the last day of the Opt-Out Period, as specified in the Notice. If submitted by mail, a request for exclusion shall be deemed to have been timely submitted if mailed, if it shows a postmark date on or before the last day of the Opt-Out Period on the envelope. If submitted by overnight mail service (e.g., Federal Express), a request for exclusion shall be deemed to have been timely submitted so long as it shows a shipping date on or before the last date of the Opt-Out

Period on the shipping label.

2. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been timely submitted if mailed, if it shows a postmark date on or before the last day of the Objection Period indicated on the envelope. If submitted by overnight mail (e.g., Federal Express), an objection shall be deemed to have been timely submitted so long as it shows a shipping date on or before the last date of the Objection Period on the shipping label.

3. For an objection to be considered by the Court, the objection must also set forth:

a. the objector's full name, mailing address, telephone number, and email address (if any);

b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

c. the identity of any counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award;

d. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;

e. a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

f. a statement confirming whether the objector intends to personally appear and/or testify at the Hearing; and

g. the objector's signature (an attorney's signature is not sufficient).

IX. Claim Form Process and Disbursement of Cash Payments

1. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

2. Neither Defendant nor Defendant's Counsel shall have any role in the Claim Form Process or the Disbursement of Cash Payments.

3. Under the oversight of Plaintiff's Counsel, the Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim for Cash Payment A, B, or C. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim for a Cash Payment to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall determine whether a Claim by any Claimant for a Cash Payment is a Valid Claim, subject to a final determination by the Court.

4. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

5. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator may require information from Claimants or

deny Claims, subject to the supervision of Plaintiff's Counsel and ultimate oversight by the Court.

6. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator shall send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Plaintiff's Counsel otherwise agree.

7. Where a good faith basis exists, the Settlement Administrator may reject a Claim for, among other reasons, the following:

a. Failure to fully complete and/or sign the Claim Form;

b. Illegible Claim Form;

c. The Claim Form is fraudulent;

d. The Claim Form is purportedly submitted on behalf of multiple Settlement Class

Members;

e. The Claim Form is duplicative of another Claim Form;

f. The Claimant is not a Settlement Class Member;

g. The Claimant submitted a timely and valid request to opt-out of the Settlement Class, unless the opt-out request is withdrawn by the Claimant in writing;

h. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted or their estate;

i. Failure to submit a Claim Form by the Claim Form Deadline, unless otherwise agreed by counsel for each Party; and/or

j. The Claim Form otherwise does not comply with the requirements of this Settlement.

8. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following procedures:

a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims.

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.

c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Plaintiff's Counsel shall be provided with copies of all such notifications to Claimants.

9. The Settlement Administrator shall retain all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, and if

requested, provide this information to Plaintiff's Counsel.

10. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiff, the Settlement Class, Plaintiff, Plaintiff's Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement Agreement.

11. The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than 75 days after the Effective Date.

12. Cash Payments to Settlement Class Members who submit Valid Claims for a Cash Payment will be made electronically to Valid Claimants who request electronic payment or by paper check. Settlement Class Members who provide incorrect or incomplete electronic payment information shall receive a paper check in the mail. Settlement Class Members receiving payment by check shall have 90 days to negotiate the check. The Settlement Administrator shall provide duplicate checks to Valid Claimants who request them, provided the initial check has not been cashed or deposited, and provided the request is made within the 90-day period.

13. The Settlement Administrator will provide information to all Settlement Class Members who elect Credit Monitoring on how to enroll in the program, including the activation code.

X. Final Approval Order and Final Judgment

1. Plaintiff shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Award, no later than 21-days before the scheduled Final Approval Hearing. At the Final Approval Hearing, the Court will consider Plaintiff's Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Award. In the Court's discretion, the Court also will consider at the Final Approval

Hearing any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Award, provided the objectors submitted timely objections that meet all of the requirements listed in the Settlement Agreement.

2. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Award. Such proposed Final Approval Order shall, among other things:

a. Determine that the Settlement is fair, adequate and reasonable;

b. Finally certify the Settlement Class for settlement purposes only;

c. Determine that the Notice was disseminated in accordance with the requirements of Due Process;

d. Bar and enjoin all Releasing Parties from asserting any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

e. Release Defendant and the Released Parties from the Released Claims; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Settlement Agreement, including Defendant, Plaintiff, and all Settlement Class Members who do not timely request exclusion, to administer, supervise, construe, and enforce this Settlement Agreement in accordance with its terms.

XI. Service Award, Attorneys' Fees and Costs

1. **Service Award** – In recognition of the time and effort the Plaintiff expended in in initiating and pursuing this Action, and obtaining the relief conferred on all Settlement Class Members by the Settlement, Plaintiff's Counsel may request a Service Award for the Plaintiff in

the amount of $5,000.00.

2. **Attorneys' Fees and Costs** – Plaintiff's Counsel may apply to the Court for an award of attorneys' fees of up to 33.33% of the Settlement Fund, plus reimbursement of costs.

3. Any Court-awarded Service Award, attorneys' fees and costs shall be paid within three (3) days after the Effective Date, by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Plaintiff's Counsel, provide Plaintiff's Counsel provides a completed and signed IRS Form W- 9 (Request for Taxpayer Identification Number and Certification) to the Settlement Administrator by the Effective Date. Plaintiff and Plaintiff's Counsel that any federal, state, municipal, or other taxes, contributions, or withholdings that may be owed or payable by them, or any tax liens that may be imposed, on the sums paid to them pursuant to this paragraph are their sole and exclusive responsibility.

4. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Award, and if the Court denies the request or grants amounts other than what was requested, the remaining provisions of the Settlement Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Award were not negotiated until after all material terms of the Settlement.

XII. Disposition of Residual Funds

1. In the event there are funds remaining in the Net Settlement Fund, from uncashed checks or otherwise, within 45 days following the 90-day check negotiation period, all remaining funds shall be redistributed, if economically feasible, to those Valid Claimants who did receive their Cash Payments pursuant to electronic payment or by cashing or depositing their check in proportion to the amount of those payments. The redistribution would be economically feasible provided at least 10 Valid Claimants would receive at least $25. If such redistribution would not

be economically feasible, or if it is and the redistribution results in any uncashed checks, the remaining funds shall be donated to the National Association of Consumer Advocates ("NACA") as a *cy pres* recipient, subject to approval by the Court.

XIII. Releases

1. As of the Effective Date, the Releasing Parties shall be deemed to have fully, finally, and irrevocably released and forever discharged the Released Parties of, and shall be forever barred from instituting, maintaining, or prosecuting, any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to (a) the Incident; (b) the Action; or (c) which could have been asserted in the Action.

2. The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Upon the Effective Date, each Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims or relation of the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this paragraph. The Parties acknowledge, and the Released Parties shall be deemed by operation of the Settlement Agreement to have acknowledged, that the foregoing waiver is a material term of the Settlement Agreement. Settlement Class Representative and Class Counsel acknowledge, and each Participating Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of unknown claims in the Release was separately bargained for and was a key element of the Settlement Agreement.

3. Each Releasing Party waives any and all claims, defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

4. Individuals in Settlement Class who opt-out of the Settlement prior to the Opt-Out Deadline do not release their individual claims and will not obtain any benefits under the Settlement.

5. Upon the Effective Date: Plaintiff and Settlement Class Members shall be permanently barred and enjoined from initiating, asserting, or prosecuting any Released Claim

against the Released Parties, whether on behalf of Plaintiff, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

XIV. Termination of Settlement

1. This Settlement Agreement shall be subject to and is conditioned on the occurrence of all of the following events:

a. Court approval of the Settlement and the Releases set forth in Section X of this Settlement Agreement;

b. The Court has entered the Preliminary Approval Order;

c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

2. If any of the conditions specified in the preceding paragraph are not met, then this Settlement Agreement may be cancelled and terminated.

3. If more than 50 members of the Settlement Class exclude themselves from the settlement (i.e., opt-out), Defendant, in its sole discretion, may terminate this Settlement Agreement. Defendant will bear all costs for which it is responsible under this Settlement through the date of termination, including all costs and fees then due and owing to the Settlement Administrator. For the avoidance of doubt, Defendant will not be obligated to pay Attorneys' Fees and Costs or Service Award if Defendant terminates the Settlement under this provision.

4. In the event this Settlement Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Settlement Agreement, and the parties shall jointly file a status report in the Court seeking

to reopen the Action and all papers filed. In such event, the terms and provisions of this Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

5. In the event this Settlement Agreement is terminated or fails to become effective, all funds remaining in the Settlement Fund shall be promptly returned to Defendant, as follows. Defendant shall have no right to seek from Plaintiff, Plaintiff's Counsel, or the Settlement Administrator the Notice and Administrative Expenses paid or incurred up to the date of termination. After payment of any Settlement Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Settlement Fund to Defendant within 21 days of termination.

XV. Effect of Termination

1. The grounds upon which this Settlement Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Settlement Agreement shall be considered null and void, the obligations of Plaintiff, Plaintiff's Counsel, Defendant, and Defendant's Counsel under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Settlement Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

2. In the event the Settlement is terminated in accordance with the provisions of this Settlement Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or

proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Settlement Agreement had not been negotiated, made, or filed with the Court.

XVI. No Admission of Liability

1. This Settlement Agreement reflects the Parties' compromise and settlement of disputed claims. This Settlement Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continue to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Settlement Agreement or otherwise. Defendant has agreed to enter into this Settlement Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

2. Plaintiff's Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Settlement Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Plaintiff's Counsel fully investigated the facts and law relevant to the merits of the claims, and conducted independent investigation of the alleged claims. Plaintiff's Counsel concluded that the proposed Settlement set forth in this Settlement Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

3. This Settlement Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Settlement Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or

defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

4. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiff or the Settlement Class, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

5. In addition to any other defenses Defendant may have at law, in equity, or otherwise, to the extent permitted by law, this Settlement Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Settlement Agreement or the Releases contained herein.

XVII. Miscellaneous Provisions

1. Gender and Plurals. As used in this Settlement Agreement, the masculine or feminine gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

2. Binding Effect. This Settlement Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

3. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Settlement Agreement.

4. Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Settlement Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

5. Integration and No Reliance. This Settlement Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Settlement Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those set forth in this Settlement Agreement. No covenants, agreements, representations, or warranties of any kind have been made by any Party, except as provided for herein.

6. No Conflict Intended. Any inconsistency between the headings used in this Settlement Agreement and the text of the paragraphs of this Settlement Agreement shall be resolved in favor of the text.

7. Governing Law. Except as otherwise provided herein, this Settlement Agreement shall be construed in accordance with, and be governed by, the laws of the State of Delaware, without regard to the principles thereof regarding choice of law.

8. Counterparts. This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Electronic signatures exchanged in PDF format shall be treated as equivalent to original signatures.

9. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Settlement Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement

that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to determinations by the Settlement Administrator as to the validity of Claims.

10. Notices. All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiff or Plaintiff's Counsel

Marc Edelson
Edelson Lechtzin LLP
411 S. State Street, Suite N-300
Newtown, PA 18940
Phone: (215) 867-2399
medelson@edelson-law.com

Scott M. Tucker
Chimicles Schwartz Kriner & Donaldson-Smith LLP
2711 Centerville Road
Suite 201
Wilmington, DE 19808
302-656-2500
Email: scotttucker@chimicles.com

If to Defendant or Defendant's Counsel:

Edward J. McAndrew
Nathalie A. Freeman
Baker & Hostetler LLP
1201 N. Market Street
Suite 1407
Wilmington, DE 19801
202-664-2939
Email: emcandrew@bakerlaw.com
Email: nfreeman@bakerlaw.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the dissemination of

the Notice.

11. Modification and Amendment. This Settlement Agreement may not be amended or modified, except by a written instrument signed by Plaintiff's Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

12. No Waiver. The waiver by any Party of any breach of this Settlement Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.

13. Authority. Any person executing this Settlement Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Settlement Agreement to all of the terms and provisions of this Settlement Agreement.

14. Agreement Mutually Prepared. Neither Plaintiff nor Defendant shall be considered the drafter of this Settlement Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement.

15. Independent Investigation and Decision to Settle. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Settlement Agreement, that will not affect or in any respect limit the binding nature of this Settlement Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their counsel, consultants, and/or experts used to make certain determinations, arguments, and settlement positions. The Parties

agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Settlement Agreement now and thus, in furtherance of their intentions, this Settlement Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Settlement Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

16. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Settlement Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Settlement Agreement and the Releases, and the legal effects of this Settlement Agreement and the Releases, and fully understands the effect of this Settlement Agreement and the Releases.

17. Deadlines. In the event any date or deadline set forth in this Settlement Agreement falls on a weekend or federal or state legal holiday, such date or deadline shall be on the first business day thereafter.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFF: _____ Date: _____
Sokankelly Lim

APPROVED AS TO FORM BY CLASS COUNSEL:

_____ Date: _____

Marc H. Edelson
Edelson Lechtzin LLP
411 S. State Street, Suite N-300
Newtown, PA 18940
Telephone: (215) 867-2399
Facsimile: (267) 685-0676
medelson@edelson-law.com

_____ Date: _____

Scott M. Tucker
Chimicles Schwartz Kriner & Donaldson-Smith LLP
2711 Centerville Road
Suite 201
Wilmington, DE 19808
(302) 656-2500
Fax: (302) 656-9053
Email: smt@chimicles.com

DEFENDANT: _____ Date: _____
TradeZero, Inc.

APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:

_____ Date: _____

Edward J. McAndrew
Baker & Hostetler LLP
1201 N. Market Street
Suite 1407
Wilmington, DE 19801
202-664-2939
Email: emcandrew@bakerlaw.com

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFF: _____ Date: _____
Sokankelly Lim

APPROVED AS TO FORM BY CLASS COUNSEL:
Marc Edelson / Date: 5/15/25
Marc H. Edelson
Edelson Lechtzin LLP
411 S. State Street, Suite N-300
Newtown, PA 18940
Telephone: (215) 867-2399
Facsimile: (267) 685-0676
medelson@edelson-law.com

_____ Date: 5/15/25
Scott M. Tucker
Chimicles Schwartz Kriner & Donaldson-Smith LLP
2711 Centerville Road
Suite 201
Wilmington, DE 19808
(302) 656-2500
Fax: (302) 656-9053
Email: smt@chimicles.com

DEFENDANT: _____ Date: _____
TradeZero, Inc.

APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:

_____ Date: _____
Edward J. McAndrew
Baker & Hostetler LLP
1201 N. Market Street
Suite 1407
Wilmington, DE 19801
202-664-2939
Email: emcandrew@bakerlaw.com

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFF: Signed by: 45223D0E6D2846F... Date: 5/15/2025
Sokankelly Lim

APPROVED AS TO FORM BY CLASS COUNSEL:

_____ Date: _____

Marc H. Edelson
Edelson Lechtzin LLP
411 S. State Street, Suite N-300
Newtown, PA 18940
Telephone: (215) 867-2399
Facsimile: (267) 685-0676
medelson@edelson-law.com

_____ Date: _____

Scott M. Tucker
Chimicles Schwartz Kriner & Donaldson-Smith LLP
2711 Centerville Road
Suite 201
Wilmington, DE 19808
(302) 656-2500
Fax: (302) 656-9053
Email: smt@chimicles.com

DEFENDANT: _____ Date: _____
TradeZero, Inc.

APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:

_____ Date: _____

Edward J. McAndrew
Baker & Hostetler LLP
1201 N. Market Street
Suite 1407
Wilmington, DE 19801
202-664-2939
Email: emcandrew@bakerlaw.com

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFF: _____ Date: _____
Sokankelly Lim

APPROVED AS TO FORM BY CLASS COUNSEL:

_____ Date: _____

Marc H. Edelson
Edelson Lechtzin LLP
411 S. State Street, Suite N-300
Newtown, PA 18940
Telephone: (215) 867-2399
Facsimile: (267) 685-0676
medelson@edelson-law.com

_____ Date: _____

Scott M. Tucker
Chimicles Schwartz Kriner & Donaldson-Smith LLP
2711 Centerville Road
Suite 201
Wilmington, DE 19808
(302) 656-2500
Fax: (302) 656-9053
Email: smt@chimicles.com

DEFENDANT: Antony Naccarelli Date: 5-15-2025
TradeZero America, Inc.
By: Antony Naccarelli, CCO

APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:

_____ Date: May 15, 2025

Edward J. McAndrew
Baker & Hostetler LLP
1201 N. Market Street
Suite 1407
Wilmington, DE 19801
202-664-2939
Email: emcandrew@bakerlaw.com

Exhibit 1

EXHIBIT 1

You may be eligible for cash payment and/or Credit Monitoring Services from TradeZero America, Inc. but you need to act.

Si desea recibir esta notificación en español, llámenos o visite nuestra página web.

A Court Authorized this Notice.
This is not spam, an advertisement, or a lawyer solicitation.

A settlement has been reached in a class action lawsuit against TradeZero America, Inc. ("TradeZero") in connection with a cyber security incident ("Incident") that TradeZero disclosed in September 2024. TradeZero denies any liability or wrongdoing but has agreed to settle this lawsuit of a class wide basis.

ARE YOU INCLUDED? Yes, TradeZero's records show that you are an individual whose information was accessed and that you were sent a notification of the Data Security Incident on or about September 19, 2024. Therefore, you are included in this settlement as a "Settlement Class Member."

WHAT ARE THE SETTLEMENT BENEFITS? TradeZero America, Inc. has agreed to establish a Settlement Fund of $325,000. Settlement Class members who submit a valid claim will be reimbursed for documented, ordinary, and unreimbursed out-of-pocket expenses up to $10,000, depending on how many Settlement Class Members file valid claims for such expenses. All Settlement Class Members may also elect to receive either three years of three-bureau credit monitoring or, alternatively, an Alternative Cash Payment of up to $300 from the Settlement Fund. The Administrative Expenses and all Attorneys' Fees and Costs will also be paid from the Settlement Fund.

HOW CAN I FILE A CLAIM? The only way to file a claim is by filling out a Claim Form by:

- Visiting the settlement website at www.XXXXXXXXX.com or
- Calling (XXX) XXX-XXXX and requesting a Claim Form to mail.

All claims must be filed *before* **Month Day, 2025**.

WHAT ARE MY OTHER OPTIONS? If you do nothing, you will remain in the Settlement Class, you will not be eligible for benefits, you will be bound by the decisions of the Court and give up your rights to sue TradeZero America, Inc. for the claims resolved by this settlement. If you do not want to be legally bound by the settlement, you must exclude yourself by **Month Day, 2025**. If you stay in the Settlement Class, you may object to it by **Month Day, 2025**. For a more detailed notice explaining how to exclude yourself, or object to the settlement, visit www.XXXXXXXXX.com, or call (XXX) XXX-XXXX.

WHEN WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? On **Month Day, 2025**, the Court will hold a Final Approval Hearing to determine whether to approve the settlement, Class Counsel's request for Attorneys' Fees and Costs of up to $108,322 and a Service Award of $5,000 for the Named Plaintiff. The Motion for Attorneys' Fees and Costs will be posted on the settlement website after it is filed. You or your own lawyer may ask to appear and speak at the Final

Approval Hearing at your own cost, but you do not have to.

For more information, call or visit the website below.

www.XXXXXXXXX.com (XXX) XXX-XXXX

Exhibit 2

EXHIBIT 2
Long Form Notice
NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
Lim v. TradeZero America, Inc., Case No. 1:24-cv-01196-GBW (D. Del.)

You may be eligible for cash payment and/or Credit Monitoring Services from TradeZero America, Inc. but you need to act.

A Court Authorized this Class Notice.
This is not spam, an advertisement, or a lawyer solicitation.

This is a court-authorized Class Notice of a proposed settlement in a class action lawsuit, *Lim v. TradeZero America, Inc.,* Case No. 1:24-cv-01196-GBW (D. Del.) ("Action"). The proposed settlement would resolve a lawsuit against TradeZero America, Inc. ("TradeZero") in connection with a cybersecurity incident ("Incident") that TradeZero disclosed in September 2024. TradeZero contests the claims and denies that it did anything wrong. This Class Notice explains the nature of the Action, the terms of the settlement, and your legal rights and obligations.

To be eligible to make a claim, you must have received a notice letter from TradeZero disclosing the Incident.

Under the Settlement Agreement, eligible claimants will be eligible to receive some or all the following settlement benefits:

- Reimbursement of Expenses: Reimbursement for the actual amount of unreimbursed losses or expenses up to $10,000.00. Supporting documentation of the monetary losses or expenses is required.
- Reimbursement for Loss of Time: Reimbursement on a *pro rata* basis for up to 5 hours of time spent to secure your credit. Supporting documentation of the time spent is required.
- Credit Monitoring / Pro Rata Alternative Cash Payment: Three years of credit monitoring or a *pro rata* Alternative Cash Payment of up to $300 from the funds remaining after payment of the Credit Monitoring Services, Reimbursement of Expenses, and Reimbursement for Loss of Time.

You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. Because your rights will be affected by this settlement, it is extremely important that you read this Class Notice carefully. To read the precise terms and conditions of the settlement, you can access a copy of the Settlement Agreement here [**link to document on website**]. You may also contact the Settlement Administrator at (XXX) XXX-XXXX.

Summary of Your Legal Rights and Options in This Settlement		Deadline
Submit a Claim	The only way to be eligible to receive a Claimant Award from this settlement is by submitting a timely and valid Claim Form.	Submitted or Postmarked on or Before _____, **2025**

Opt Out of the Settlement	You can choose to opt out of the settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against TradeZero related to the legal claims resolved by this settlement. You can elect to have your own legal counsel at your own expense.	Submitted or Postmarked on or Before _____, **2025**
Object to the Settlement and/or Attend a Hearing	If you do not opt out of the settlement, you may object to it by writing to the Court about why you don't like the settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for a Claimant Award.	Submitted or Postmarked on or Before _____, **2025**
Do Nothing	Unless you opt out of the settlement, you are automatically part of the settlement. If you do nothing, you will not get a payment from this settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against TradeZero related to the legal claims resolved by this settlement.	No Deadline

- **Your rights and options as a Settlement Class Member – and the deadlines to exercise your rights – are explained in this Notice.**
- **The Court still will have to decide whether to approve the Settlement. Payments to Settlement Class Members will be made if the Court approves the Settlement and after any possible appeals are resolved.**

WHAT THIS NOTICE CONTAINS

- **Basic Information**
- **Explanation of Who is in the Settlement**
- **Information on the Lawyers Representing You**
- **Explanation of The Settlement Benefits – What You Get if You Qualify**
- **Explanation of How to Submit a Claim**
- **Explanation of What Defendant Gets from the Settlement**
- **Information on Excluding Yourself from the Settlement**
- **Information on Objecting to the Settlement**
- **Explanation of the Court's Final Approval Hearing**
- **Explanation of What Happens if You Do Nothing**
- **Instructions on How to Receive More Information**

BASIC INFORMATION

Why is there a Notice? The Court authorized this Notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give "final approval" to the Settlement. This Notice explains the nature of the lawsuit that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

What Is This Action About? In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. All of the people with similar claims are Settlement Class Members. One court resolves the issues for all Settlement Class Members, except those who exclude themselves from the Settlement Class.

In this Action, the Named Plaintiff alleges that TradeZero was negligent and violated contractual and statutory duties in connection with a cybersecurity incident where an unauthorized third party may have obtained unauthorized access to personal information contained in certain files associated with customer communications with TradeZero customers. TradeZero denies any liability or wrongdoing of any kind associated with the claims in this Action.

This is just a summary of the allegations. The complaint in the Action is posted at www.XXXXXXXXXX.com and contains all of the allegations.

Why Is There a Settlement? The Court has not decided in favor of the Plaintiff or TradeZero. Instead, to resolve this Action without the expense, delay, and uncertainties of litigation, the parties reached a settlement. The proposed settlement would require TradeZero to pay money and provide access to a credit monitoring product, and pay settlement Administrative Expenses, Attorneys' Fees and Costs, and a Service Award to the Named Plaintiff, as may be approved by the Court. The settlement is not an admission of wrongdoing by TradeZero and does not imply that there has been, or would be, any finding that TradeZero violated the law.

WHO IS IN THE SETTLEMENT

Am I a Settlement Class Member? You are a Settlement Class member if you are a resident of the United States whose information may have been accessed in the Incident and you received notice of the Incident from TradeZero.

What if I am Not Sure Whether I am Included in the Settlement? If you are not sure if you are a Settlement Class Member, you may call (XXX) XXX-XXXX with questions.

THE LAWYERS REPRESENTING YOU

Who Represents Me? The Court has appointed a team of lawyers as Class Counsel.

Marc Edelson
Edelson Lechtzin LLP
411 S. State Street, Suite N-300
Newtown, PA 18940
Phone: (215) 867-2399
medelson@edelson-law.com

Scott M. Tucker
Chimicles Schwartz Kriner & Donaldson-Smith LLP
2711 Centerville Road
Suite 201
Wilmington, DE 19808
(302) 656-2500
Fax: (302) 656-9053

Email: scotttucker@chimicles.com

How will the Lawyers be Paid? Class Counsel will ask the Court to be paid legal fees and to be reimbursed for their reasonable expenses from the Settlement Fund.

You do not need to hire your own lawyer, but you may choose to do so at your own expense.

THE SETTLEMENT BENEFITS – WHAT YOU MAY RECEIVE IF YOU QUALIFY

What Are the Settlement Benefits? TradeZero has agreed to establish a Settlement Fund, by depositing $325,000 with the Settlement Administrator.

The Settlement Fund will be used to pay settlement Administrative Expenses, Class Counsel's Attorneys' Fees and Costs, and a Service Award to the Named Plaintiff . After deducting amounts for Administrative Expenses, Class Counsel's Attorneys' Fees and Costs, and a Service Award to the Named Plaintiff, the remaining amount ("**Net Settlement Amount**") will be used to pay timely valid claims.

A Settlement Class Member who timely submits a valid and approved Claim Form shall be entitled to a Claimant Award, which includes three categories of awards. Depending on the documentation submitted, a Settlement Class Member may be eligible for one or both awards (**I** and/or **II**):

I. Cash Payment or Credit Monitoring Services. All Settlement Class members may choose either:
   A. Three years of Credit Monitoring Services; or
   B. A *pro rata* Alternative Cash Payment of up to $300 from the funds remaining in the Net Settlement Amount after payment of the Credit Monitoring Services and the categories of awards described in Section II below.

II. Reimbursement of Expenses. Any Settlement Class member who spent money as a result of the Incident, and submits valid documentation to establish this, is eligible for:
   A. Reimbursement of up to $10,000 in ordinary documented out of pocket expenses, such as attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Incident through the Claims Deadline; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges as a result of the Incident, this would also include the cost of credit reports or credit monitoring the Settlement Class member already purchased in response to the Incident; and
   B. Reimbursement for time expended (up to 5 hours) at $30 per hour to secure your credit.

After calculation of the above categories of awards, if any money remains from the Remaining Net Settlement Amount, that money will be distributed *pro rata* among all Settlement Class members who timely submitted a valid and approved Claim Form for an Alternative Cash Payment, or if too little money remains to make such a payment, the money will be donated to an appropriate charity.

How Do I Get a Payment? You must submit a completed Claim Form no later than **[Day/Month, 2025]**. You may submit a Claim Form online at www.XXXXXXXXXX.com or by timely mailing it to the Settlement Administrator.

How Will Claims be Decided? The Settlement Administrator will decide whether and to what extent any Claim made on each Claim form is valid. The Settlement Administrator may require additional information. If you do not provide the additional information in a timely manner, the Claim will be considered invalid and will not be paid.

When Will I Get my Payment? The Court will hold a Final Approval Hearing on **_____, 2025 at _____.m. ET** to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving those can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

WHAT TRADEZERO GETS FROM THE SETTLEMENT

What am I Giving Up as Part of the Settlement? TradeZero gets a release from all claims covered by this Settlement. If the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue TradeZero and other persons ("Released Parties") as to all claims ("Released Claims") arising out of or relating to the Incident. This release is described in the Settlement Agreement, which is available at www.XXXXXXXXXX.com. If you have any questions you can talk to Class Counsel for free or you can talk to your own lawyer.

If you do not want to be part of this Settlement, you must take steps to exclude yourself from the Class. This is referred to below as "opting out" of the Class.

EXCLUDING YOURSELF FROM THE SETTLEMENT

How Do I Exclude Myself from the Settlement? If you want to exclude yourself from the Settlement Class, sometimes referred to as "opting out," you will not be eligible to recover any benefits as a result of this settlement and you will not receive a payment or have any rights under the Settlement Agreement. However, you would keep the right to sue TradeZero at your own expense for the legal issues raised in this lawsuit. You may exclude yourself from the settlement by mailing a written notice to the Settlement Administrator, postmarked on or before **[Day/Month, 2025]**. Your exclusion request letter must:

- Be in writing;
- State your current address;
- Contain the statement "I request that I be excluded from the Settlement Class in the case of *Lim v. TradeZero America, Inc.,* Case No. 1:24-cv-01196-GBW (D. Del.);
- Be signed by you; and
- Be mailed to the Settlement Administrator, [**Street Address**], [**City, State, Zip**], postmarked on or before **[Day/Month, 2025]**.

If I Exclude Myself, Can I Get a Payment from this Settlement? No. If you exclude yourself you will not be entitled to receive any benefits from the Settlement, but you will not be bound by any judgment in this case.

OBJECTING TO THE SETTLEMENT

How Do I Object to the Settlement?

If you are a Settlement Class Member and you do not exclude yourself from the settlement, you can object to the settlement. To do so, you must file your written objection with the Court no later than **[Day/Month, 2025]**, and mail a copy to Class Counsel and TradeZero' s Counsel at the addresses listed below.

Your objection must be written and must include all of the following: (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection and a description of whether the objection applies only to the Settlement Class Member, a subset of the Settlement Class, or the entire Settlement Class; (iv) the identity of any attorneys representing the objector (if any); (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a description and/or copies of evidence that may be introduced at fairness hearing; (vii) a list of proceedings in which the Settlement Class Member has submitted an objection during the past five years; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

If your objection is submitted and overruled by the Court at the Final Approval Hearing, you will remain fully bound by the terms of the Settlement Agreement and the Final Approval Order.

Mailing addresses for Class Counsel and TradeZero's Counsel are as follows:

CLASS COUNSEL:	**TRADEZERO AMERICA, INC.'s COUNSEL:**
Marc Edelson Edelson Lechtzin LLP 411 S. State Street, Suite N-300 Newtown, PA 18940 Phone: (215) 867-2399 Email: medelson@edelson-law.com Scott M. Tucker Chimicles Schwartz Kriner & Donaldson-Smith LLP 2711 Centerville Road Suite 201 Wilmington, DE 19808 (302) 656-2500 Fax: (302) 656-9053 Email: scotttucker@chimicles.com	Edward J. McAndrew Baker & Hostetler LLP 1201 N. Market Street Suite 1407 Wilmington, DE 19801 202-664-2939 Email: emcandrew@bakerlaw.com Nathalie Freeman BakerHostetler 1735 Market Street | Suite 3300 Philadelphia, PA 19103-7501 215-564-2851 Email: nfreeman@bakerlaw.com

What Is the Difference Between Objecting and Asking to Be Excluded?
Objecting means telling the Court that you do not like something about the settlement. You can object to the settlement only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the settlement. If you exclude yourself, you have no basis to object to the settlement because it no longer affects you.

What Am I Agreeing to By Remaining in the Settlement Class?
Unless you exclude yourself, you will be part of the Settlement Class and you will be bound by the release of claims in the settlement. This means that if the settlement is approved, you cannot sue, continue to sue, or be part of any lawsuit against TradeZero or the other "Released Parties" asserting a "Released Claim," as described in the Settlement Agreement, which is available at www.XXXXXXXXXX.com. It also means that the Court's Order approving the settlement and the judgment in this case will apply to you and legally bind you.

THE COURT'S FINAL APPROVAL HEARING

When and Where Will the Court Decide Whether to Approve the Settlement? The Court will hold a Final Approval Hearing on **[Day/Month, 2025] at XX:XX A.M./P.M.** at _____. At the Final Approval Hearing, the Court will determine the overall fairness of the settlement, hear objections, and decide whether to approve the requested Attorneys' Fees and Costs, Service Award to the Named Plaintiff, and Administrative Expenses. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.XXXXXXXX.com and the Court's docket for any updates.

Do I Have to Attend the Hearing? No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in this Notice, the Court will consider it.

May I Speak at the Hearing? Maybe. You may ask the Court for permission to speak at the final fairness hearing. To do so, you must file an objection according to the instructions in this Notice, including all the information required. Your objection must be postmarked no later than , 2025.

IF YOU DO NOTHING

What Happens if I do Nothing? If you do nothing you will not get any money from this Settlement. If the Settlement is granted final approval and the judgment becomes final, then you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against TradeZero and/or the other Released Parties based on any of the Released Claims related to the Incident, ever again.

HOW TO GET MORE INFORMATION

How Do I Get More Information? For more information, go to www.XXXXXXXXXX.com, or call the Settlement Administrator at (XXX) XXX-XXXX. You may also write to the Settlement Administrator via mail to [address] or via email [email address].
This Notice is approved by the Court.

DO NOT CONTACT THE COURT DIRECTLY WITH QUESTIONS ABOUT THE SETTLEMENT.
Please contact Class Counsel and/or the Settlement Administrator if you have any questions about the Settlement.

Exhibit 3

EXHIBIT 3
ONLINE CLAIM FORM

Lim v. TradeZero America, Inc., Case No. 1:24-cv-01196-GBW (D. Del.)

Important: Your Claim Form must be submitted online by **[Month, Day], 2025** ("Claims Deadline") in order to be timely and valid. You may submit a Claim Form by completing the form below. Your failure to submit a timely Claim Form will result in you forfeiting any payment and benefits for which you may be eligible under the settlement.

To begin your Claim Form, please enter your Claimant ID below. Your Claimant ID is located in the top right corner of the Class Notice that was emailed to you. If you did not receive a Notice but believe you are a Class Member, or have misplaced your Claim Notice, you may call (###) ###-#### to get information regarding your claim.

Claimant ID: _____
(*required, must be a valid number*)
OR
Email address:_____ AND Name: _____
(*required if claimant ID unavailable*)
[NEXT button]

Claim Form page:
This Claim Form should be filled out online if you are an individual who received notice of the cybersecurity incident ("Incident") that TradeZero America, Inc. ("TradeZero") disclosed in September 2024. As a Settlement Class Member, you may receive money if you fill out this Claim Form, if the settlement is approved, and if you are found to be eligible for a payment.

The Class Notice [**link to document on website**] describes your legal rights and options.

If you wish to submit a claim for a settlement payment, you need to provide the information requested below.

TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST PROVIDE ALL OF THE REQUIRED INFORMATION BELOW AND YOU MUST ELECTRONICALLY SIGN THIS CLAIM FORM.

First Name _____ Middle Name_____ Last Name _____
(*required*) (*not required*) (*required*)
Mailing Address_____ City_____ State_____
(*required*) (*required*) (*required*)
Zip Code_____ Country_____
(*required*) (*required, default to United States*)
Telephone Number_____ Email Address_____
(*required, must be minimum of 10 digits*) (*required, must be valid email address format*)

1. ALTERNATIVE CASH PAYMENT OR CREDIT MONITORING

All Settlement Class Members may choose one of the following:

☐ Send me my activation code for three-year, credit monitoring so I can enroll in the credit monitoring services; OR

☐ Send me a check to the above mailing address for my *pro rata* cash payment of up to $300 from the funds remaining in the Net Settlement Amount after payment of the credit monitoring and the categories of awards described in Section 2 below.

2. REIMBURSEMENT ELIGIBILITY INFORMATION.

Check the box for each category of expenses you incurred as a result of the Incident. Please be sure to fill in the total amount you are claiming for each category and to attach documentation of the charges as described in bold type (if you are asked to provide account statements as part of proof required for any part of your claim, you may mark out any unrelated transactions if you wish). Please provide as much information as you can to help us determine if you are entitled to a settlement payment. You may mark out any transactions that are not relevant to your claim before sending in the documentation.

☐ **Cash Payment "A" Compensation for Ordinary Losses include unreimbursed losses relating to fraud or identity theft as a result of the Incident. This category is capped at $10,000.**

You must provide supporting documentation. **Examples** - professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Incident through the Claims Deadline; and miscellaneous expenses such as bank fees, notary, fax, postage, copying, mileage, and long-distance telephone charges postage, or gasoline for travel.

Total amount for this category: $_____

_____

_____

_____

☐ **Cash Payment "B" Time Compensation.**

You must describe generally the efforts undertaken to secure your credit. Please also specify the number of hours spent (up to 5) on those efforts. The hourly rate is subject to a maximum of $30.00.

Hours Spent: _____

_____

_____

_____

I swear under penalty of perjury that the following is true and correct.

Signature_____(*required*)

Date: (*auto-populate*)

Exhibit 4

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

SOKANKELLY LIM, individually and on behalf of those similarly situated**,** Plaintiff, **vs.** **TRADEZERO AMERICA, INC.** Defendant.	**CIVIL ACTION** NO. 1:24-cv-01196-GBW

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, FORM AND MANNER OF SETTLEMENT NOTICE, PLAN OF ALLOCATION, PRELIMINARILY CERTIFYING A CLASS FOR SETTLEMENT PURPOSES, AND SCHEDULING FAIRNESS HEARING

BEFORE THE COURT is the Motion for Preliminary Approval of the Class Action Settlement submitted by Plaintiff Sokankelly Lim ("Plaintiff" or "Class Representative"), individually, and on behalf of all Settlement Class Members and Defendant Tradezero America, Inc. ("Tradezero America," or "Defendant") pursuant to Fed. R. Civ. P. 23.

The Court, having considered the Motion, the arguments of counsel, and good cause appearing therefore, IT IS ORDERED as follows, and the Court makes the findings set forth below:

1. Preliminary Approval of the Proposed Settlement. The "Stipulation of Settlement and Release Pursuant to Rule 23 of the Federal Rules of Civil Procedure ("Settlement Agreement" or "Agreement") signed by the Parties on May 15, 2025, is preliminarily approved pending a Final Approval Hearing. On the current record, the Court preliminarily finds that the proposed Settlement described in the Agreement (including the monetary provisions, the plan of allocation, the release of claims, the proposed award of attorneys' fees and costs, and the Named Plaintiff's Service Award) is reasonable and therefore grants preliminary approval of the Agreement. The Court preliminarily finds that Settlement on the terms in the Agreement is fair, reasonable, and adequate and that such settlement is in the best interests of the Class, as that term is defined in the Agreement. In making this preliminary finding, the Court considered the nature of the claims, the relative strength of Plaintiff's claims, the amounts and kinds of benefits paid in Settlement, the allocation of settlement proceeds among the Settlement Class Members, and the fact that a Settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. The Court further finds that the Settlement proposed in the Agreement resulted from arm's length negotiations.

2. Class Certification for Settlement Purposes. Pursuant to Fed. R. Civ. P. 23(b)(3), the Court conditionally certifies, for settlement purposes only, the following "Settlement Class,"

which consists of all Settlement Class Members who have not excluded themselves from the Settlement Class by submitting a timely request for exclusion in accordance with the requirements set forth in the Class Notice and the Preliminary Approval Order. "Settlement Class Members" are defined as:

> All individuals residing in the United States whose PII was or may have been affected by the Incident.

Excluded from the Settlement Class are (1) the Judge presiding over this Action, and members of their direct families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest, and its current or former officers and directors; and (3) Settlement Class Members who submit a request to opt-out prior to the Opt-Out Deadline.

3. Prerequisites for Class Action. Solely for the purposes of settlement, the Court finds that the prerequisites for a class action under Fed. R. Civ. P.23(a) are satisfied for the following reasons:

(a) The Settlement Class is so numerous that joinder of all members is impracticable;

(b) There are questions of law or fact common to the Settlement Class for purposes of determining whether the settlement should be approved;

(c) The Class Representative's claims are typical of the claims of the Settlement Class; and

(d) The Class Representative and Class Counsel are capable of fairly and adequately protecting the interests of the Settlement Class Members in connection with the proposed settlement.

4. Rule 23(b)(3) Class Action. The Court finds, for settlement purposes, that this action is maintainable as a class action under Fed. R. Civ. P.23(b)(3) because:

(a) Common questions of law and fact predominate over questions affecting only individual persons in the Settlement Class; and

(b) Certification of the Settlement Class is superior to other available methods for the fair and efficient resolution of the claims of the Settlement Class members.

5. Appointment of the Class Representatives and Class Counsel. Pursuant to Fed. R. Civ. P. 23(a), the Court conditionally appoints Plaintiff Sokankelly Lim as Class Representative for the Settlement Class. In accordance with Fed. R. Civ. P. 23(g), the Court conditionally appoints Marc Edelson, Edelson Lechtzin LLP and Scott M. Tucker, Chimicles Schwartz Kriner & Donaldson-Smith LLP, as Class Counsel for the Settlement Class.

6. Settlement Administrator. Analytics, LLC is appointed to serve as the settlement administrator ("Settlement Administrator") for the purpose of administering the settlement with reasonable administration costs estimated not to exceed $25,000 pursuant to the terms set forth in the Agreement.

7. Notice of Proposed Class Action Settlement. The Court approves the form and content of the Short Form Notice and Long Form Notice (together, the "Notice") as attached to the Agreement as Exhibits 1 and 2, and authorizes dissemination of the Notice as set forth in the Agreement. Subject to the terms of the Agreement, the Short Form Notice shall be mailed via first-class mail to the most recent known address of each Settlement Class Member within the time frame specified in the Agreement. The Court finds that the proposed method for notifying the Settlement Class meets the requirements of Fed. R. Civ. P. 23(c)(2)(B) and all due process requirements, is the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled to notice. The Settlement Administrator shall follow the additional procedures set forth in Paragraphs ___ through ___ of the Agreement to process Notices that are undelivered and returned.

8. Opting Out of the Settlement. Unless a Settlement Class Member timely opts out of the Settlement described in the Notice of Settlement, he/she shall be bound by the terms and conditions of the Agreement and shall also be bound by the Court's Final Approval Order enjoining all Settlement Class Members from pursuing, or seeking to reopen, any of the Released Claims against the Released Parties. The Court approves the proposed procedure for exclusion from the Settlement, which is to submit a written statement requesting exclusion to the Settlement Administrator no later than the Exclusion Deadline, which is sixty (60) days following the date on which the Settlement Administrator first mails the Notice to the Class Members.

9. Objecting to the Settlement. Each member of the Settlement Class shall be given a full opportunity to object to the proposed Settlement and request for attorneys' fees and to participate in the Final Approval Hearing. Any Member of the Class seeking to object to the proposed Settlement may file such objection in writing with the Court no later than sixty (60) calendar days from the initial mailing of the Notice by the Settlement Administrator. Settlement Class Members who fail to send timely written objections substantially complying with the manner specified above or fail to object at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. The written objection requirement may be excused by the Court upon a showing of good cause. Class Counsel and Defendants' Counsel will file their responses to any objection within seven (7) calendar days before the Final Approval Hearing. Only objecting Settlement Class Members who make objections in the manner described in the Notice of Settlement, or in substantial compliance with the manner described, will be considered Objectors and will therefore be permitted to be heard at the Final Approval Hearing unless excused upon a showing of good cause.

10. Final Approval Hearing. Class Counsel shall file a motion for final approval of the Settlement with the appropriate declarations and supporting evidence, including a declaration setting forth the identity of any Class Members who request exclusion from the Settlement and the

status of administration. The deadline for Class Counsel to file an attorneys' fees motion and motion for service awards (the "Application for Attorneys' Fees, Costs, and Service Awards") shall be at least 14 days before the opt-out/objection deadline. The Final Approval Hearing is set for _____, 2025 at ___ _.m., which is at least 90 days from the date of service of the CAFA Notice as required by 28 U.S.C. §1715. The Court reserves the right to continue the date of the final approval hearing without further notice to Class Members. In the event that the Effective Date does not occur, the Parties will be returned to their respective positions *nunc pro tunc* as those positions existed prior to the execution of the Agreement.

11. Non-substantive amendments. Non-substantive amendments may be made to the Agreement and/or Notice upon written agreement of the Class Counsel and Defendants' Counsel without court approval.

12. All proceedings in this Action, except those contemplated herein, are stayed and all deadlines vacated.

13. The Court retains jurisdiction to consider all further applications arising out of, or in connection with, the Settlement.

IT IS SO ORDERED.

DATED: _____, 2025

_____
Gregory B. Williams, Judge, USDC

Exhibit 5

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

SOKANKELLY LIM, individually and on behalf of those similarly situated, Plaintiff, **v.** **TRADEZERO AMERICA, INC.,** Defendant.	**CIVIL ACTION** **NO. 1:24-cv-01196-GBW**

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

This matter comes before the Court on Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement (ECF No. __). The Court has reviewed the Motion, the supporting facts and authorities, and the Settlement Agreement ("Settlement agreement" or "Agreement") (ECF No. __) entered by Plaintiff and Defendant TradeZero America, Inc. ("Defendant" or "TradeZero"), and it finds that the Motion should be **GRANTED**. Therefore:

1. The Court, for the purposes of this Final Judgment adopts the defined terms as described in the Agreement for any term not otherwise defined herein.

2. The Court certifies the Class pursuant to Federal Rule of Civil Procedure 23.

3. The Court finds that the Agreement—which provides for a non-reversionary Settlement Fund of $325,000 to resolve the claims of the Plaintiff and the Settlement Class—is fair, reasonable, adequate, and was entered into in good faith and without collusion. The Court approves and directs consummation of the Agreement.

4. The Court approves the Release provided in the Agreement and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties.

5. The Court reserves jurisdiction over this action and the Agreement.

6. The Court finds that there is no just reason for delay of entry of final judgment with respect to the foregoing.

7. The Court dismisses this action with prejudice against Defendant in this case, without costs and fees except as explicitly provided for in the Agreement.

8. The Court previously entered an Order Granting Preliminarily Approval of Class Action Settlement, Form and Manner of Settlement Notice, Plan of Allocation, Preliminarily Certifying A Class for Settlement Purposes, and Scheduling Fairness Hearing ("Preliminary Approval Order") (ECF No. __) that preliminarily approved the Agreement and established a hearing date to consider the final approval of the Settlement.

9. The Court's Preliminary Approval Order approved the proposed notices and found the mailing, distribution, and publishing of the various notices as proposed met the requirements of Fed. R. Civ. P. 23 and due process, and is the best notice practicable under the circumstances, constituting due and sufficient notice to all persons entitled to notice. A declaration confirming that Notice has been mailed, published, and distributed pursuant to the Preliminary Approval Order has been filed with the Court. (ECF No. __). The Court finds that the distribution of the Notices has been achieved pursuant to the Preliminary Approval Order and the Agreement.

10. The Court finds TradeZero has complied with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715.

11. The Court finds that the Class Representative is similarly situated to absent Settlement Class Members and is typical of the Class and is an adequate Class Representative, and that Class Counsel and the Class Representative have fairly and adequately represented the Class. The Court grants final approval to its appointment of Class Counsel and Class Representative as

provided in the Preliminary Approval Order, appointing the following firms and individuals as Class Counsel: Marc Edelson, Edelson Lechtzin LLP and Scott M. Tucker, Chimicles Schwartz Kriner & Donaldson-Smith LLP. The Court also appoints Plaintiff Sokankelly Lim as Class Representative.

12. The Court certifies the following Class under Fed. R. Civ. P. 23(a) and 23(b)(3): "All individuals residing in the United States whose PII was or may have been affected by the Incident."

13. The Court finds that the Class defined above satisfies the requirements of Fed. R. Civ. P. 23(a) and (b)(3) for settlement purposes insofar as: (a) the Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Class; (c) the claims of the Class Representative are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; (d) the Class Representative and Class Counsel have fairly and adequately protected the interests of the Class, as the Class Representative has no interests antagonistic to or conflicting with the Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement are superior to other available methods for a fair and efficient resolution of this controversy.

14. Having considered the negotiation of, the terms of, and all the materials submitted concerning the Agreement; having considered Plaintiff's and Settlement Class Members' likelihood of success both in maintaining this action as a class action and prevailing on the claims in a data-breach trial, including the possibility that TradeZero could prevail on one or more of its defenses; having considered the range of the Plaintiff's possible recovery—and that of the Class—

and the complexity, expense, and duration of the Litigation; and having considered the substance and amount of opposition to the proposed settlement, it is hereby determined that:

a. Plaintiff and Class Counsel have adequately represented the Class;

b. the terms of the Agreement were negotiated at arm's length, vigorously advocated by experienced counsel for Plaintiff and TradeZero;

c. the outcome of the Action is in doubt;

d. it is possible that the Class could receive more if the Action were to go to trial, but it is also possible that the proposed Class could receive less—including the possibility of receiving nothing—and/or that TradeZero could defeat certification;

e. the value of immediate recovery outweighs the possibility of future relief that would likely occur, if at all, only after further protracted litigation and appeals;

f. the Parties have, in good faith, determined the Agreement is in their respective best interests, including Plaintiff and Class Counsel determining that it is in the best interest of the Settlement Class Members;

g. the aggregate consideration for the Class—including the Settlement Fund, which TradeZero shall fund—is commensurate with the claims asserted and that will be released as part of the Settlement, and

h. the terms of the Agreement treat the Settlement Class Members equitably relative to one another and fall well within the range of settlement terms that would be considered a fair, reasonable, and adequate resolution to this Action.

Accordingly, pursuant to Rule 23(e), the terms of the Agreement are finally approved as fair, reasonable, and adequate as to, and in the best interest of, the Class and each of the Settlement Class Members.

15. Pursuant to the Settlement Agreement and the Plaintiff's Application for Attorneys' Fees, Costs, and Service Awards (ECF No. __), the Settlement Fund shall first be used to pay settlement administration expenses; Class Counsel attorneys' fees totaling $_____.00; Class Counsel's costs and expenses up to $_____.00; and a service award to the Class Representative in the amount of $5,000.00. The Settlement Fund shall next be used to pay Settlement Class Members' documented out-of-pocket losses up to $10,000, reimbursement for time expended to secure credit (up to 5 hours) and either (i) three years of Credit Monitoring Services ***or*** (ii) a *pro rata* Alternative Cash Payment of up to $300.00 of any remaining funds to each Settlement Class Member submitting a valid claim.

16. Plaintiff and Settlement Class Members fully, finally, and forever release, relinquish, and discharge all Released Claims as against all Released Parties. Further, upon the Effective Date in the Agreement, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims (as defined in the Agreement) is asserted. Any other claims or defenses Plaintiff and each and all of the Settlement Class Members may have against Defendant that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Incident, the Action, or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

IT IS SO ORDERED.

DATED: _____, 2025

_____
Gregory B. Williams, Judge, USDC

Exhibit B

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

SOKANKELLY LIM, individually and on behalf of those similarly situated**,** Plaintiff, **vs.** **TRADEZERO AMERICA, INC.** Defendant.	**CIVIL ACTION** NO. 1:24-cv-01196-GBW Filing Date:

DECLARATION OF MARC H. EDELSON IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR AN ORDER: PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT; CERTIFYING THE PROPOSED SETTLEMENT CLASS; APPOINTING CLASS COUNSEL; APPROVING THE FORM AND MANNER OF CLASS NOTICE; APPOINTING A SETTLEMENT ADMINISTRATOR; AND SCHEDULING A FINAL SETTLEMENT HEARING AND HEARING ON PLAINTIFF'S INCENTIVE AWARD AND ATTORNEY'S FEES AND EXPENSES

I, Marc H. Edelson, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am a Managing Partner of Edelson Lechtzin LLP ("Edelson Lechtzin") and co- counsel for Plaintiffs in the above-captioned class action lawsuit. I submit this Declaration based on my own personal knowledge, and if called to do so, I could testify competently to the matters stated herein.

2. I am an attorney admitted to the state bars of Pennsylvania (1988), New York (1988) and Colorado (2025). I have also been admitted to the following United States District Courts: Northern District of New York, Southern District of New York, Eastern District of New York, Western District of New York, Eastern District of Michigan, and Eastern District of Pennsylvania. I am also admitted to the United States Courts of Appeals for the Third and Ninth, and Circuits.

3. Since 1987, my practice has focused on class action litigation, including

prosecuting securities fraud class actions against both public and private companies, antitrust matters, and consumer protection cases with a particular focus on cases involving data breaches. Currently, I serve as lead and class counsel in numerous class actions in federal courts across the country.

4. I have been named a "Super Lawyer" in Pennsylvania for Class and Mass Tort Litigation.

5. My law firm, Edelson Lechtzin, specializes in class action litigation in federal and state courts throughout the United States. The qualifications and experience of Edelson Lechtzin attorneys are detailed in the Firm Resume attached hereto as Exhibit 1.

6. The attorneys at Edelson Lechtzin have extensive knowledge of the procedural and substantive law at issue in this case. In particular, the firm's lawyers are familiar with the intricacies of class action procedure and data breach litigation practice.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: May 15, 2025 *<u>/s/Marc H. Edelson</u>*

Marc H. Edelson
EDELSON LECHTZIN LLP
411 S. State Street, Suite N300
Newtown, PA 18940
Tel: (215) 867-2399
medelson@edelson-law.com

Exhibit 1

Edelson Lechtzin LLP -- Firm Resume

About the Firm

Edelson Lechtzin LLP is a national class action law firm based in suburban Philadelphia. The firm was founded by Managing Partners Marc Edelson and Eric Lechtzin, who have decades of experience litigating class actions and a strong track record of success. They lead a talented team of trial lawyers who possess diverse backgrounds and experience.

The firm represents investors in securities fraud class actions and shareholder derivative litigation. In addition, the firm advocates on behalf of consumers, employees, and businesses in class litigation involving anticompetitive business practices, ERISA retirement plans, unpaid wages & overtime claims, and consumer fraud (including data breach litigation).

Unpaid Wages and Overtime Class Actions

Edelson Lechtzin LLP attorneys have extensive experience litigating complex wage and hour class action lawsuits in courts across the country involving claims under the federal Fair Labor Standards ACT (FLSA), and state wage and hour laws. The firm is currently lead or co-counsel in numerous wage and hour cases, including cases involving claims on behalf of coal miners for off-the-clock work under the FLSA and the state laws of Kentucky, Indiana, Illinois, and West Virginia. *See, e.g., Branson v. Alliance Coal, LLC, et al.*, No. 4:19-cv-00155-JHM-HBB (W.D. Kentucky) ($15.25 million settlement pending preliminary approval). The firm is also lead or co-lead counsel in cases involving the failure to pay prevailing wages (*see, e.g., James King v. Glenn O. Hawbaker, Inc.*, Docket No. 21-0957 (Common Pleas Centre County, Pa.)); independent contractor misclassification (*see, e.g., Avant v. VXL Enterprises LLC*, No. 4:21-cv-02016-YGR (N.D. Cal.) ($1.2 million settlement on behalf of healthcare workers who were allegedly misclassified as independent contractors and not paid overtime compensation)); claims for unpaid pre- and post-shift security screenings (*see, e.g., Stewart-Alexander v. Saks & Company LLC*, No. 3:2021-cv-02384 (C.D. Cal. Nov. 22, 2023) ($450,000 settlement)); and claims under the Worker Adjustment and Retraining Notification Act (the "WARN Act") (*see, e.g., In re: University of the Arts WARN Act Litigation*, No. 2:24-cv-02420 (E.D. Pa.)).

Antitrust & Unfair Competition Class Actions

Our experienced team of attorneys is dedicated to protecting the rights of individuals, businesses, and various governmental entities nationwide against companies that engage in anticompetitive practices in class action lawsuits. The firm is currently litigating numerous cases including: *In re Domestic Airline Travel Antitrust Litigation*, No. 1:15-mc-01404 (D. DC), *In re Cattle and Beef Antitrust Litigation*, No. 0:20-cv-01319 (D. NDIL), *In re Broiler Chicken Antitrust Litigation*, No. 1:16-cv-08637 (D. NDIL), *Miami Products & Chemical Co. v. Olin Corp.*, No. 1:19-cv-00385 (D. WDNY), *In re Crop Inputs Antitrust Litigation*, No. 4:21-md-02993 (D. EDMO) (member of the Executive Committee), *In re: Diisocyanates Litigation*, No. 2:18-mc-01001 (D. WDPA), *In re Deutsche Bank Spoofing Litigation*, No. 1:20-cv-03638 (D. NDIL), *Cospro Development Corp. v. International Flavors and Fragrances, Inc, et al.*, No. 2:230cv-03368 (D. NJ), *In re: Generic Pharmaceuticals Pricing Antitrust Litigation*, No. MDL 2724 (D. EDPA), *In re: Google Digital Advertising Antitrust Litigation*, No. 1:21-md-03010 (D. SDNY), *In re: Juul*

Labs, Inc. Antitrust Litigation, No. 3:20-cv-02345 (D. NDCA), *In re: Platinum and Palladium Antitrust Litigation*, No. 1:14-cv-09391 (D. SDNY), *In re: Pork Antitrust Litigation*, No. 0:18-cv-01776 (D. MN), *Mayor and City Council of Baltimore v. Merck Sharp & Dohme Corp*., No. 2:23-cv-00828 (D. EDPA), and *Powell Prescription Center et al. v. Surescripts, LLC et al*., No. 1:19-cv-06627 (D. NDIL).

Securities Fraud & Shareholder Derivative Litigation

In the area of securities fraud, Edelson Lechtzin LLP is Co-Lead Counsel in a securities fraud class action lawsuit against A Better Financial Plan and its affiliates, *Melchior v. Dean Vagnozzi, et al.*, No. 2:20-cv-05562 (E.D. Pa.), alleging violations of the federal Racketeer Influenced and Corruption Organizations Act (RICO), and state claims for fraud, breach of fiduciary duties, and civil conspiracy, to recover hundreds of millions of dollars of investments by individuals who were fraudulently induced by Defendants to purchase unregistered securities backed by risky merchant cash advance loans to small businesses.

Edelson Lechtzin LLP was also counsel in a shareholder derivative action on behalf of shareholders of FirstEnergy Corporation, *Miller v. Michael J. Anderson, et al.*, No.: 5:20-cv-01743 (N.D. Ohio), where the court approved a settlement for $180 million and corporate governance reforms. The suit alleges that the FirstEnergy Board of Directors and certain officers breached their fiduciary duties to the company, were unjustly enriched, wasted corporate assets, and committed various violations of federal securities laws. It is further alleged that the various defendants engaged in a concerted effort to curtail losses from nuclear energy operations managed by a subsidiary in order to keep their positions with the company and to increase their compensation. In furtherance of their scheme Defendants sanctioned the corporate policy of illegal payments to government officials including the Ohio House Speaker, Larry Householder, and other individuals, which resulted in a significant reduction in shareholder value when it was subsequently exposed.

The firm also is counsel in the following pending actions: *In re Archer-Daniels-Midland Company Derivative Litigation*, Lead Case No. 24-cv-506-RGA (D. Del.) (consolidated shareholder derivative action alleging breach of fiduciary duties by the Board, which allowed the perpetuation of a deceptive accounting scheme that cause the company to overstate the operating profit of its Nutrition business segment by more than $200 million over 6 years by recording below-market expenses for raw materials); *Yun v. Faraday Future Intelligent Electronic Inc.*, No. 2022-0510 (Del. Ch. Ct.) (direct action for breach of fiduciary duties on behalf of a proposed class of investors in a SPAC); *Ouyang v. Star Peak Sponsor LLC*, No. 2024-0302 (Del. Ch. Ct.) (direct claims for breach of fiduciary duties against sponsors of SPAC); *Schara v. LanzaTech Global Inc.*, (Del. Ch. Ct.) (direct claims for breach of fiduciary duties against sponsors of SPAC); and *Wuchter v. PropTech Partners II, LLC*, No. 2024-0596 (Del. Ch. Ct.) (settlement of direct claims for breach of fiduciary duties against sponsors of SPAC).

Employee Benefits & ERISA Litigation

The firm's successes in ERISA litigation include *Hundley v. Henry Ford Health System*, No. 2:21-cv-11023-SFC-EAS (E.D. Mich.) ($5 million settlement); *Gotta v. Stantec Consulting Servs. Inc*., No. CV-20-01865-PHX-GMS (D. Ariz. 2024) ($2 million settlement); *Moler v. Univ.*

of Maryland Med. Sys., No. 1:21-CV-01824- (D. Md.) ($3.25 million settlement); *Gaines v. BDO USA, LLP*, No. 1:22-cv-01878 (N.D. Ill. 2024) ($2.25 million settlement); *Parker v. GKN N. Am. Servs., Inc.*, No. 21-12468 (E.D. Mich.) ($2.95 million settlement); *Crawford v. CDI Corporation*, No. 2:20-cv-03317-CFK (E.D. Pa. 2020) ($1.8 million settlement); *McNeilly v. Spectrum Health System*, No. 1:20-cv-00870-JMB-PJG (W.D. Mich. 2023) ($6 million settlement); *Bilello v. Estee Lauder Inc.*, No. 1:20-cv-04770 (S.D.N.Y. 2024) ($975,000 settlement); *Dover v. Yanfeng US Automotive Interior Systems I LLC*, No. 2:20-cv-11643 (D. Mich. 2023) ($990,000 settlement); and *Luense v. Konica Minolta Business Solutions U.S.A., Inc.*, No. 2:20-cv-06827-JMV-MF (D.N.J.) ($900,000 settlement pending preliminary approval).

The firm currently serves in leadership positions in numerous ERISA class actions across the country, including *Bugielski v. AT&T Servs., Inc.*, 76 F.4th 894 (9th Cir. 2023) (the court reversed a decision granting summary judgment for AT&T and held that a recordkeeping agreement with Fidelity was a prohibited transaction and, as such, AT&T was required to obtain from Fidelity disclosures of all compensation it received in connection with its provision of services to the Plan, including fees paid by third-party service providers Financial Engines and BrokerageLink); *Packer v. Glenn O. Hawbaker, Inc*., No. 4:21-CV-01747, 2023 WL 3851993, at *2 (M.D. Pa. June 6, 2023) (granting motion to certify a class of hourly wage employees who worked on prevailing wage contracts withing Pennsylvania between 2012 and 2018; class certified); *In re The American National Red Cross ERISA Litig*., Master File No. 1:21-cv-00541 (D.D.C.); *Baker v. The University of Vermont Medical Center, Inc. et al.*, No. 2:23-cv-00087-gwc, Dkt. # 46 (D. Vt. Jan. 30, 2024) (motion to dismiss denied); *Cano v. The Home Depot, Inc. et al.*, No. 1:24-cv-03793-LMM (N.D. Ga. Aug. 27, 2024) (class action alleging breach of fiduciary duties by improperly using forfeitures to cover employer matching contribution expenses rather than plan administrative expenses); and *Grink et al v. Virtua Health, Inc. et al.*, No. 1:24-cv-09919-CPO-AMD (D.N.J. Oct. 18, 2024) (class action alleging breach of fiduciary duties for inclusion of imprudent fixed annuity investment option).

Consumer Fraud Class Action Litigation

In the area of consumer fraud, the firm is actively engaged in protecting the rights of consumers in a variety of matters, including defective products and automobiles, failure to honor service agreements and warranties, timeshare agreements, and data breaches. Current cases include: *In re: Harvard Pilgrim Data Security Incident Litigation*, No. 1:23-cv-11211 (D. Mass.), *Gutierrez v. Independent Living Systems, LLC*, No. 1:23-cv 21221 (S.D. Fla.), *Maria Gregory, et al. v. Johns Hopkins University et al*., No. 1:23-cv-01854 (D. Md.), *Humphries, et al. v. Apria Healthcare, LLC*, No. 1:23-cv-01147 (S.D. Ind.), *Nelson et al. v. Connexin Software, Inc*., No. 2:27-cv-04676 (E.D. Pa.) (member of the Executive Committee) and *Renaldo Ellis et al. v. Pension Benefit Information, LLC et al.*, No. 0:23-cv-02139 (D. Mass.), *Verderame v. Futurity First Insurance Group, LLC*., No. 3:24-cv-01262,(D. Conn.) (Lead Counsel), *Starling v. Evolve Bank & Trust*, No. 4:24-cv-00549 (E.D. Ariz.), *Vines, et al. v. Financial Business & Consumer Solutions, Inc.*, No. 2:24-cv-02085 (E.D. Pa.), *Signorino v. Affiliated Dermatologists*, Civil Case No. MRS-L-001106-24 (Superior Ct. of NJ) (Co-Lead Counsel), *In re Berry, Dunn, McNeil & Parker Data Security Incident Litigation*, No. 2:24-cv-00146 (D. Me.), *Forstrom et al. v. Consulting Radiologists, Ltd.*, No. 0:24-cv-02604 (D. Minn.), *Arons v. Continuum Health Alliance, LLC*, No. 1:24-cv-07013 (D. N.J.) (member of the Executive Committee), *Wilson et al. v. Frontier Communications Parent, Inc*., No. 3:24-cv-01497 (N.D. Tex.) (member of the

Executive Committee), *Flynn et al. v. Eastern Radiologists, Inc.*, Master File No. 24-cvs-772 (General Court of Justice Superior Court), *Krause v. City of Hope*, No. 2:24-cv-02894 (C.D. Cal.), *In Re Greylock McKinnon Associates Data Security Incident Litigation*, No. 1:24-cv-10797 (D. Me.), *Feathers v. On Q Financial, LLC*, No. 2:24-cv-00811 (D. Ariz.) (Co-Lead Counsel), *Daroya Isaiah v. Loan Depot, Inc*., No. 8:24-cv-00136 (C.D. Cal.), *Stewart v. Ann & Robert H. Lurie Children's Hospital*, No. 2024CH06201 (Superior Ct. Cook County Ill.), *Halvorson v. MNGI Digestive Health, P.A.*, No. 0:24-cv-02851 (D. Minn.), and *Gales v. Ohio Lottery Commission*, Case No. 2024-00434JD (Court of Claims Ohio) (Co-Lead Counsel), *Tyler Tate v. 5.11, Inc.*, No. 8:24-cv-2327, (C.D. Cal.) (Co-Lead Counsel), *Dimoff v. Allegheny Health Network*, No. 2:25-cv-00125, (W.D. Pa.) (Member of the Executive Committee), *Parker v. American Addiction Centers, Inc.*, No.3:24-cv-01505 (D. TN), *Cabozzi v. Anna Jaques Hospital*, No.1:24-cv-10792 (Member of the Executive Committee), *In re: Annie Mac Data Breach Litigation*, No. 1:24-cv-10678 (D.N.J.) (Member of the Executive Committee), *Miller v. Asheville Eye Associates, PLLC*, No. 25-cv-000902-100, (Superior Ct of NC, Buncombe County), *In re Avis Rent A Car System, LLC Security Incident Litigation*, No. 2:24-cv-09243 (D. N.J.) (Co-Lead Counsel), *Corralejo v. Baymark Health System, Inc.*, No. 4:25-cv-00174, (E.D. Tex.), *Dougherty et al. v. Bojangles Restaurants, Inc.*, No. 3:25-cv-00065, (WDNC), *Elzin v. Chemonics International, Inc.*, No. 1:25-cv-00356 (USDC) (Co-lead Counsel), *Johnson et al. v. Community Clinic of Maui*, No. 1:24-cv-00443 (D. Hi.), *Arons et al. v. Continuum Health Alliance, LLC*, No. 000932-24 (Sup. Ct. NJ) (Member of the Executive Committee), *Sinitsa v. CUSO Financial Services, LP*, No. 3:24-cv-02290, (C.D. Cal.) (Co-Lead Counsel), *Berg v. Datamaxx Applied Technologies, Inc.*, No. 4:24-cv-00490 (N.D. Fla.), *In re: David's Bridal Data Breach Litigation*, No. 2:24-cv-03411, (E.D. Pa.), *Davidson v. DISA Global Solutions, Inc*., N0. 4:25-cv-00879 (S.D. Tex.), *In re: Landmark Admin LLC Data Incident Litigation*, No. 6:24-cv-00082 (N.D. Tex.) (Member of the Executive Committee), *Owings, et al. v. Medusind, Inc*., No. 1:25-cv-20117(SDFL), *Minicucci v. Northeast Rehabilitation Hospital Network*, No. 1:25-cv-01277 (D.N.H.) (Co-lead counsel), *Pak v. Omni Family Health*, No. 1:24-cv-01277 (E.D. Cal.), *In re: Park Dental Data Breach Litigation*, No. 27-cv-24-12335 (State of Minn. Fourth Judicial District County of Hennepin), *In re: Patelco Credit Union Data Security Litigation*, No. 24cv082095 (CA Sup. Ct. County of Alameda), *In re Powerschool Holdings Data Security Breach Litigation*, MDL No. 3149, *Reichbart et al. v. Financial Business and Consumer Solutions, Inc*., No. 2:24-cv-01876 (E.D. Pa.), *Maciejczyk et al. v. First Commonwealth Federal Credit Union*, No. 2024-c-2592 (PA Ct. of Common Pleas Lehigh Co.), *Dudley et al. v. Fortive Corp*., No. 2:24-cv-01668 (W.D. Wash.), *McNally et al. v. Infosys McComish Systems, LLC*, No. 1:24-cv-00995 (N.D. Ga.), *Siemanowski v. Keesal, Young & Logan*, No. 2:24-cv-10584, *Griffiths et al. v. Kootenai Health, Inc.*, No. 2:24-cv-00205, *Kolstadt et al. v. TMX Financial Corporate Services, Inc.*, No. 4:23-cv-00076 (SDGA), *Lim v. Tradezero Americas, Inc.*, No. 1:99-mc-09999 (D. Del.) (Lead Counsel), *Fish et al. v. Walsworth Publishing Company*, No. 2:24-cv-00100 (E.D. Mo.) (Co-Lead Counsel), *Mikolaitis v. Ward Transport & Logistics Corp.*, No. 2:24-cv-01565 (W.D. Pa.) (Lead Counsel), *Batisto et al. v. Richmond University Medical Center*, No. 152889/2024 (Sup. Ct. of State of NY) (Member of the Executive Committee), *Volio et al. v. Rust Street Gaming LLC et al*., No. 2:25-cv-00039 (E.D. Pa.), *In re: Vivendi Ticketing US LLC d/b/a See Tickets Data Security Incident*, No. 2:23-cv-07498 (C.D. Cal.), *Garcia et al. v. Set Forth, Inc*., No. 1:24-cv-11688 (N.D. Ill.), *Allen et al. v. SRP Federal Credit Union*, No. 1:28-cv-07476 (D. S.C.), and *Newman et al. v. The Pension Specialists, Ltd*., No. 1:25-cv-01925 (N.D. Ill.) (Co-Lead Counsel).

Attorney Biographies

Eric Lechtzin is a Managing Partner of Edelson Lechtzin LLP and his practice focuses on securities fraud litigation, ERISA retirement plan class actions, and wage and hour class and collective actions. Mr. Lechtzin received his J.D. from the Temple University Beasley School of Law in 1991. Prior to forming Edelson Lechtzin LLP in early 2020, Mr. Lechtzin was a Shareholder at Berger Montague PC.

Mr. Lechtzin has served as the Pennsylvania State Chair for the National Association of Consumer Advocates since 2017. He has been named a "Super Lawyer" in Pennsylvania for Class and Mass Tort Litigation every year since 2017, he is AV Preeminent rated by Martindale-Hubbell, and he has received a perfect 10.0 rating by Avvo.com.

In the area of securities fraud, Mr. Lechtzin was a member of the litigation team in *In re:* Oppenheimer *Rochester Funds Group Secs. Litig.*, No. 09-md- 02063-JLK (D. Col.), which settled for $89.5 million. Mr. Lechtzin served as lead counsel in *In re Transkaryotic Therapies, Inc. Secs. Litig.*, No. 03-CV-10165-RWZ (D. Mass.), which settled for $50 million after successfully obtaining class certification. Mr. Lechtzin also served as co-lead counsel in a class action involving unregistered securities, *Melchior, et al. v. Vagnozzi, et al.*, No. 20-cv-05562-MRP (E.D. Pa), which settled for $38 million, and is expected to result in a recovery of approximately 70 percent of investor losses. Other successful securities fraud class actions in which Mr. Lechtzin had leadership roles include *The Eshe Fund Group v. Fifth Third Bancorp*, No. 1:08-CV-539 (S.D. Ohio) ($16 million settlement); *In re Hemispherx Biopharma, Inc. Litig.*, 09-CV-5262-PD (E.D. Pa.) ($3.6 million settlement); *In re RenaissanceRe Holdings Ltd. Secs. Litig.*, No. 1:05-CV-6764 (S.D.N.Y.) ($13.5 million settlement); *In re Global Crossing Access Charge Litig.*, No. 04-MD-1630 (S.D.N.Y) ($15 million settlement); and *In re Van der Moolen Holding N.V. Secs. Litig.*, No. 1:03-CV-8284 (S.D.N.Y.) ($8 million settlement).

In the area of ERISA class actions, Mr. Lechtzin co-authored an amicus brief to the U.S. Supreme Court in *Retirement Plans Committee of IBM v. Jander*, 140 S. Ct. 592 (2020), in which he argued successfully that the Court should not alter the standard to plead claims against fiduciaries of an employee stock ownership plans alleging that such fiduciaries should have made earlier public disclosures of adverse insider information. Mr. Lechtzin's successful appeals also include *Bugielski v. AT&T Servs., Inc.*, 76 F.4th 894 (9th Cir. Aug. 4, 2023) (reversing a decision granting summary judgment for AT&T).

Mr. Lechtzin has served as Lead or Co-Lead Counsel in numerous successful ERISA class actions including *Daugherty v. Univ. of Chicago*, 2018 WL 1805646 (N.D. Ill. 2018) ($6.5 million settlement of ERISA claims alleging breach of fiduciary duties by incurring excessive expenses and retaining underperforming funds); *Nicolas v. The Trustees of Princeton University*, No. 3:17-cv-03695 (D. N.J.) (member of the team that secured a $5.8 million settlement where plaintiffs alleged that fiduciaries of the 403(b) selected imprudent investments and caused the plan to incur unreasonable recordkeeping fees); *Hundley v. Henry Ford Health System*, No. 2:21-cv-11023-SFC-EAS (E.D. Mich.) ($5 million settlement); *Gotta v. Stantec Consulting Servs. Inc.*, No. CV-20-01865-PHX-GMS (D. Ariz. 2024) ($2 million settlement); *Moler v. Univ. of*

Maryland Med. Sys., No. 1:21-CV-01824- (D. Md.) ($3.25 million settlement); *Parker v. GKN N. Am. Servs., Inc.*, No. 21-12468 (E.D. Mich.) ($2.95 million settlement); *Gaines v. BDO USA, LLP*, No. 1:22-cv-01878 (N.D. Ill. 2024) ($2.25 million settlement); *Crawford v. CDI Corporation*, No. 2:20-cv-03317-CFK (E.D. Pa. 2020) ($1.8 million settlement); *McNeilly v. Spectrum Health System*, No. 1:20-cv-00870-JMB-PJG (W.D. Mich. 2023) ($6 million settlement); *Bilello v. Estee Lauder Inc.*, No. 1:20-cv-04770 (S.D.N.Y. 2024) ($975,000 settlement); *Dover v. Yanfeng US Automotive Interior Systems I LLC*, No. 2:20-cv-11643 (D. Mich. 2023) ($990,000 settlement); and *Luense v. Konica Minolta Business Solutions U.S.A., Inc.*, No. 2:20-cv-06827-JMV-MF (D.N.J.) ($900,000 settlement pending preliminary approval).

Mr. Lechtzin's successful representations in unpaid wages and overtime cases include *Arrington v. Optimum Healthcare IT*, 2018 WL 5631625 (E.D. Pa. 2018), where the plaintiffs' litigation team obtained a $4.9 million settlement of class action that alleged failure to pay overtime compensation to IT consultants. In *Meyer v. The LandTek Group, Inc.*, Case No. 2:17-cv-00161-AYS (E.D.N.Y.), Mr. Lechtzin successfully recovered wages for unpaid off-the-clock time on behalf of a group of construction laborers who were "engaged to wait" before their shifts.

Among his successful representations in the area of consumer protection litigation is *Silver v. Fitness Intern., LLC*, No. 10-cv-2326-MMB, 2013 WL 5429293 (E.D. Pa.), a class action against a national health club chain that resulted in substantial changes in the company's membership cancellation policies. Lechtzin was co-lead counsel in *Stromberg v. Ocwen Loan Servicing, LLC*, No. 15-04719, 2017 WL 2686540 (N.D. Cal. 2017), where he represented a group of California borrowers who alleged that certain lenders had failed to timely reconvey the deed of trust documents, as required by Cal. Civ. Code § 2941(b), and ultimately obtained a settlement that paid each member of the class more than 66 percent of their total recoverable damages without the need to submit claim forms.

Mr. Lechtzin is a member of the state bars of California, New Jersey, and Pennsylvania, and he is admitted to practice before numerous federal courts across the country.

Marc H. Edelson is a Managing Partner of Edelson Lechtzin LLP, leading the firm's practices in antitrust law, defective drugs & medical devices, and property insurance litigation. Mr. Edelson received his J.D. from the University of California, Los Angeles School of Law, in 1987 and his B.S. in Economics from the Wharton School of The University of Pennsylvania, cum laude in 1984. He has practiced class action litigation for over 35 years and has been appointed to leadership roles in many MDL cases. In addition, Mr. Edelson has been named a "Super Lawyer" in Pennsylvania for Class and Mass Tort Litigation.

Mr. Edelson's MDL experience in pharmaceutical cases includes an appointment in *In re Pharmaceutical Industry Average Wholesale Price Litig.*, MDL No. 1456, as one of the four lead counsel firms. Mr. Edelson was one of the first attorneys to initiate a series of class actions on behalf of end payors against numerous pharmaceutical defendants, which were eventually consolidated into MDL 1456. The case involved an in-depth analysis of pharmaceutical pricing and resulted in numerous settlements totaling $341,000,000.

Additionally, Mr. Edelson served as co-lead counsel in New England Carpenters Health Benefit *Fund v. First DataBank, Inc. and McKesson Corp.*, C.A. No. 05-11148 (D. Mass.), and *District 37 Health and Securities Fund v. Medi-Span*, C.A. No. 07-10988 (D. Mass.). This case was against pharmaceutical wholesaler McKesson Corporation and pharmaceutical publishers First DataBank and Medi-Span. The case focused on unlawful drug pricing markups of various drugs resulting in overpayments by end payors. The case settled for $350,000,000 in addition to an agreement to roll back drug prices by five percent (5%), resulting in additional end-payor cost savings totaling hundreds of millions of dollars.

Mr. Edelson has also served as co-lead counsel in additional pharmaceutical cases including *In re Ciprofloxacin Hydrochloride Antitrust Litig.*, MDL 1383 (EDNY); *Sandhaus v. Bayer AG*, No. 00-cv-6193 (Kansas State Court); *In re Premarin Antitrust Litigation*, No. 1:01-cv-00447 (SD Ohio), and *Blevins v. Wyeth Ayerst Laboratories, Inc.*, No. 324380 (Superior Court State of California).

Mr. Edelson was appointed one of the co-lead counsel in *In re Western States Wholesale Natural Gas Antitrust Litig.*, MDL 1566 (D. Nev.) and *In re HELOC Minimum Payment Calculation Litig.*, No. 15-cv-00267 (E.D. Pa.).

Mr. Edelson has served as a member of the Executive Committee in *In re Copper Antitrust Litig.*, MDL 1301 (W.D. Wis.); *In re CertainTeed Corp. Roofing Shingle Product Litig.*, MDL 1817 (EDPA); and *In re HP Inkjet Printer Litig.*, No. C053580JF (N.D. Cal.).

Mr. Edelson currently serves as Lead Counsel, Co-Lead Counsel, a member of the Executive Committee or class counsel for the data breach cases referenced in the Consumer Fraud section detailed above.

Liberato Verderame, a Senior Counsel at Edelson Lechtzin LLP, has practiced extensively in the area of class action litigation for almost 20 years handling a variety of cases involving antitrust, consumer, ERISA and wage and hour issues. He has prosecuted both class action and individual plaintiff's claims in federal courts nationwide and has litigated successful appeals in both Pennsylvania's Commonwealth and Superior Courts and New Jersey's Appellate Division.

Mr. Verderame attended Villanova University (B.A. 1994) and Villanova University School of Law (J.D. 1997). He is admitted to practice in Pennsylvania and New Jersey, and numerous federal courts.

Since joining Edelson Lechtzin LLP and its predecessor in 2005, he has represented plaintiffs in several national class action cases including *In Re: Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.); *Pharmaceutical Industry Average Wholesale Price Litigation*, MDL No. 1456 (D. Mass.); *In re: Fedloan Student Loan Servicing Litigation*, MDL No. 18-2833 (E.D. Pa.) (Plaintiffs Steering Committee); *In Re: Refrigerant Compressors Antitrust Litigation*, MDL 2042 (E.D. Mich.); *In Re: Western Areas Wholesale Natural Gas Antitrust Litigation*, MDL-1566 (D. Nev.); *In Re: Yahoo! Litigation*, 06-cv-2737 (C.D. Cal.); *Kent v. Hewlett-Packard Company*, 5:09-cv-05341 (N.D. Cal.); *New England Carpenters Health Benefits Fund v. First Databank, Inc.*, 1:05-cv-11148 (D. Mass.); *OSB Antitrust Litigation*, 06-CV-00826 (E.D. Pa.); and *Leeds v. IKO Manufacturing, Inc.*, No: 2:17-cv-00339 (E.D. Pa.).

Mr. Verderame also represents individual plaintiffs regarding insurance coverage, breach of contract and bad faith claims, personal injury, and other matters. He serves as lead trial counsel and obtained a jury verdict that was the largest insurance coverage claim reported in Pennsylvania in 2016.

Sati O. Gibson, an associate of Edelson Lechtzin LLP, received her J.D. from Boston College Law School in 2002 and her B.A. in Politics from Oberlin College in 1999. Ms. Gibson's practice focuses on all aspects of e-discovery in complex litigation.

Previously, Ms. Gibson worked as an attorney for Legal Aid of Southeastern Pennsylvania, where she represented the senior population in consumer protection matters. She also worked at Kessler Topaz Meltzer & Check LLP as a staff attorney focusing on discovery in securities fraud litigation. She has spent the last 10 years focusing on class action litigation including antitrust and unfair competition law.

Ms. Gibson is a member of the bar of the Commonwealth of Pennsylvania and the United States District Court for the Eastern District of Pennsylvania.

Staff Attorneys

In addition to our partners, senior counsel, and associates, Edelson Lechtzin LLP is assisted by a team of staff attorneys who provide extensive litigation support in complex class actions.

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[1] *See*, *e.g.*, DiStefano N., *Facing fraud lawsuit, Montco financial salesman Dean Vagnozzi turns against his longtime lawyer*, The Philadelphia Inquirer (Jun. 28, 2021); Berman, Jeff, *Advisor Known for Unconventional Advice Hit With RICO Suit*, ThinkAdvisor (Nov. 13, 2020); DiStefano, Joseph N., *Investors sue King of Prussia financial adviser Dean Vagnozzi and his lawyer*, The Philadelphia Inquirer (Nov. 10, 2020); and Arvedlund, Erin, *How Philly investors were drawn into what SEC alleges is $500 million fraud*," The Philadelphia Inquirer (Aug. 12, 2020).

Exhibit C

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

SOKANKELLY LIM, individually and on behalf of those similarly situated**,** Plaintiff, **vs.** **TRADEZERO AMERICA, INC.** Defendant.	**CIVIL ACTION** NO. 1:24-cv-01196-GBW Filing Date:

DECLARATION OF SCOTT M. TUCKER IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR AN ORDER: PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT; CERTIFYING THE PROPOSED SETTLEMENT CLASS; APPOINTING CLASS COUNSEL; APPROVING THE FORM AND MANNER OF CLASS NOTICE; APPOINTING A SETTLEMENT ADMINISTRATOR; AND SCHEDULING A FINAL SETTLEMENT HEARING AND HEARING ON PLAINTIFF'S INCENTIVE AWARD AND ATTORNEY'S FEES AND EXPENSES

I, Scott M. Tucker, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am a Partner of Chimicles Schwartz Kriner & Donaldson-Smith LLP ("CSKDS") and co- counsel for Plaintiffs in the above-captioned class action lawsuit. I submit this Declaration based on my own personal knowledge, and if called to do so, I could testify competently to the matters stated herein.

2. I am an attorney admitted to the state bars of Delaware (2006) and Connecticut (2009). I have also been admitted to the following United States District Courts: District of Delaware and District of Colorado. I am also admitted to the United States Courts of Appeals for the Third Circuit.

3. Since 2006, my practice has focused on class action litigation, including prosecuting breach of fiduciary duty class and derivative actions against both public and private

companies, antitrust matters, and consumer protection cases. Currently, I serve as lead and class counsel in numerous class and derivative actions in federal and state courts across the country.

4. My law firm, CSKDS, specializes in class and derivative action litigation in federal and state courts throughout the United States. The qualifications and experience of CSKDS attorneys are detailed in the Firm Resume attached hereto as Exhibit 1.

5. The attorneys at CSKDS have extensive knowledge of the procedural and substantive law at issue in this case. In particular, the firm's lawyers are familiar with the intricacies of class action procedure and data breach litigation practice.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: May 15, 2025

/s/Scott M. Tucker

Scott M. Tucker
CHIMICLES SCHWARTZ KRINER & DONALDSON-SMITH LLP
2711 Centerville Rd., Suite 201
Wilmington, DE 19808
Tel: (302) 656-2500
smt@chimicles.com

EXHIBIT 1

CHIMICLES
SCHWARTZ KRINER &
DONALDSON-SMITH LLP

ATTORNEYS AT LAW

HAVERFORD,

361 West Lancaster Avenue
Haverford, PA 19041
Voice: 610-642-8500
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WILMINGTON,

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OUR ATTORNEYS

Partners

3 Nicholas E. Chimicles

6 Robert J. Kriner, Jr.

8 Steven A. Schwartz

12 Kimberly Donaldson Smith

15 Timothy N. Mathews

17 Scott M. Tucker

19 Beena M. McDonald

Of Counsel & Senior Counsel

23 Anthony Allen Geyelin

24 Alison G. Gushue

25 Garrett W. Wotkyns

Associates

26 Zachary P. Beatty

28 Alex M. Kashurba

30 Juliana Del Pesco

31 Marissa N. Pembroke

32 PRACTICE AREAS

36 REPRESENTATIVE CASES

Our Attorneys-Partners

Practice Areas:

- Antitrust
- Automobile Defects and False Advertising
- Corporate Mismanagement & Shareholder Derivative Action
- Defective Products and Consumer Protection
- Mergers & Acquisitions
- Non-Listed REITs
- Other Complex Litigation
- Securities Fraud

Education:

- University of Virginia School of Law, J.D., 1973
- University of Virginia Law Review; co-author of a course and study guide entitled "Student's Course Outline on Securities Regulation," published by the University of Virginia School of Law
- University of Pennsylvania, B.A., 1970

Memberships & Associations:

- Supreme Court of Pennsylvania Disciplinary Board Hearing Committee Member, 2008-2014.
- Past President of the National Association of Securities and Commercial Law Attorneys based in Washington, D.C., 1999-2001
- Chairman of the Public Affairs Committee of the American Hellenic Institute, Washington, D.C.
- Member of the Boards of Directors of Opera Philadelphia, Pennsylvanians for Modern Courts, and the Public Interest Law Center of Philadelphia.

Admissions:

- Supreme Court of Pennsylvania
- United States Supreme Court
- Second Circuit Court of Appeals
- Third Circuit Court of Appeals

NICHOLAS E. CHIMICLES

Mr. Chimicles has been lead counsel and lead trial counsel in major complex litigation, antitrust, securities fraud and breach of fiduciary duty suits for over 30 years. Representative Cases include:

- Mr. Chimicles together with partner Kimberly Donaldson-Smith litigated a consumer class action against Walmart involving claims of systemic overcharging for certain weighted goods and negotiated a $45 million settlement that has received nationwide media coverage. The settlement was given final approval in June 2024 by a federal judge in Tampa. *[Kukornis v. Walmart Inc.,* Case No. 8:22-cv-02402 (M.D. Fla.)]
- Mr. Chimicles led our Firm's team, including partners Kimberly Donaldson-Smith and Timothy Mathews, in representing the lead plaintiff in a securities class action, *SEPTA v. Orrstown Financial Services, Inc.* (M.D.Pa.), that had a $15 million settlement approved in May 2023. That settlement, which included a monetary contribution from the defendant bank's former outside auditor, represented a significant percentage of the recoverable damages. The case is also noteworthy for spawning a landmark Third Circuit decision that upheld the district judge's granting a motion to amend the complaint to rejoin the outside auditor and other defendants years after their initial dismissal, one of several reasons the district court's settlement approval order commended our Firm for its "relentless" efforts in the more than decade-old case.
- In three related cases involving the collection of improperly imposed telephone utility users taxes, Mr. Chimicles was co-lead counsel representing taxpayers in the Superior Court in Los Angeles, resulting in the creation of settlement funds totaling more than $120 million. *Ardon v. City of Los Angeles* ($92.5 million) (2016); *McWilliams v. City of Long Beach* ($16.6 million)(2018); and *Granados v. County of Los Angeles* ($16.9 million)(2018). The suits were settled after the Supreme Court of California unanimously upheld the rights of taxpayers to file class action refund claims under the California Government Code.
- *W2007 Grace Acquisition I, Inc., Preferred Stockholder Litigation*, Civ. No. 2:13-cv-2777, involved various violations of contractual, fiduciary and corporate statutory duties by defendants who engaged in various related-party transactions, wrongfully withheld dividends and financial information, and failed to timely hold an annual preferred stockholder meeting. This litigation resulted in a swift settlement valued at over $76 million after ten months of hard-fought litigation.
- *Lockabey v. American Honda Motor Co.*, Case No. 37-2010-87755 (Superior Ct., San Diego). A settlement valued at over $170 million

- Fourth Circuit Court of Appeals
- Sixth Circuit Court of Appeals
- Ninth Circuit Court of Appeals
- Tenth Circuit Court of Appeals
- Eleventh Circuit Court of Appeals
- Court of Appeals for the D.C. Circuit
- Eastern District of Pennsylvania
- Eastern District of Michigan
- Northern District of Illinois
- District of Colorado
- Eastern District of Wisconsin
- Court of Federal Claims
- Southern District of New York

Honors:

- Recipient of the American Hellenic Institute's Heritage Achievement & National Public Service Award (2019)
- Fellow of the American Bar Foundation (2017) - an honorary organization of lawyers, judges and scholars whose careers have demonstrated outstanding dedication to the welfare of their communities and to the highest principles of the legal profession.
- Prestigious 2016 Thaddeus Stevens Award of the Public Interest Law Center (Philadelphia) in recognition of his leadership and service to this organization.
- Ellis Island Medal of Honor in May 2004, in recognition of his professional achievements and history of charitable contributions to educational, cultural and religious organizations.
- Pennsylvania and Philadelphia SuperLawyers, 2006-present.
- AV® rated by Martindale-Hubbell

resolved a consumer action involving false advertising claims relating to the sale of Honda Civic Hybrid vehicles as well as claims relating to a software update to the integrated motor assist battery system of the HCH vehicles. As a lead counsel, Mr. Chimicles led a case that, in the court's view, was "difficult and risky" and provided "significant public value

- *City of St. Clair Shores General Employees Retirement System, et al. v. Inland Western Retail Real Estate Trust, Inc.*, Case No. 07 C 6174 (N.D. Ill.). A $90 million settlement was reached in 2010 in this class action challenging the accuracy of a proxy statement that sought (and received) stockholder approval of the merger of an external advisor and property managers by a multi-billion dollar real estate investment trust, Inland Western Retail Real Estate Trust, Inc. The settlement provided that the owners of the advisor/property manager entities (who are also officers and/or directors of Inland Western) had to return nearly 25% of the Inland Western stock they received in the merger.
- *In re Real Estate Associates Limited Partnerships Litigation*, No. CV 98-7035 DDP, was tried in the federal district court in Los Angeles before the Honorable Dean D. Pregerson. Mr. Chimicles was lead trial counsel for the Class of investors in this six-week jury trial of a securities fraud/ breach of fiduciary duty case that resulted in a $185 million verdict in late 2002 in favor of the Class (comprising investors in the eight REAL Partnerships) and against the REALs' managing general partner, National Partnership Investments Company ("NAPICO") and the four individual officers and directors of NAPICO. The verdict included an award of $92.5 million in punitive damages against NAPICO. This total verdict of $185 million was among the "Top 10 Verdicts of 2002," as reported by the National Law Journal (verdictsearch.com). On post-trial motions, the Court upheld in all respects the jury's verdict on liability, upheld in full the jury's award of $92.5 million in compensatory damages, upheld the Class's entitlement to punitive damages (but reduced those damages to $2.6 million based on the application of California law to NAPICO's financial condition), and awarded an additional $25 million in pre-judgment interest. Based on the Court's decisions on the post-trial motions, the judgment entered in favor of the Class on April 28, 2003 totaled over $120 million.
- *CNL Hotels & Resorts, Inc. Securities Litigation*, Case No. 6:04-cv-1231 (M.D. Fla., Orl. Div. 2006). The case settled Sections 11 and 12 claims for $35 million in cash and Section 14 proxy claims by significantly reducing the merger consideration by nearly $225 million (from $300 million to $73 million) that CNL paid for internalizing its advisor/ manager.
- *Prudential Limited Partnerships Litigation*, MDL 1005 (S.D.N.Y.). Mr. Chimicles was a member of the Executive Committee in this case where the Class recovered from Prudential and other defendants $130 million in settlements, that were approved in 1995. The Class comprised limited partners in dozens of public limited partnerships that were marketed by Prudential.
- *PaineWebber Limited Partnerships Litigation*, 94 Civ. 8547 (S.D.N.Y.). Mr. Chimicles was Chairman of the Plaintiffs' Executive Committee representing limited partners who had invested in more than 65 limited partnerships that PaineWebber organized and/or marketed. The litigation was settled for a total of $200 million, comprising $125 million in cash and $75 million in additional benefits resulting from restructurings and fee concessions and waivers.
- *In Re Phoenix Leasing Incorporated Limited Partnership Litigation*,

- *Continental Illinois Corporation Securities Litigation*, Civil Action No. 82 C 4712 (N.D. Ill.) involving a twenty-week jury trial in which Mr. Chimicles was lead trial counsel for the Class that concluded in July, 1987 (the Class ultimately recovered nearly $40 million).

Practice Areas:

- Corporate Mismanagement & Shareholder Derivative Action
- Mergers & Acquisitions

Education:

- Delaware Law School of Widener University, J.D., 1988
- University of Delaware, B.S. Chemistry, 1983

Memberships:

- Delaware State Bar Association

Admissions:

- Supreme Court of Delaware
- District of Delaware

ROBERT J. KRINER, JR.

Class and Derivative Investor Actions

Mr. Kriner has prosecuted actions, including class and derivative actions, on behalf of stockholders, limited partners and other investors with claims relating to mergers and acquisitions, the enforcement of fiduciary duties, the election of directors, and the enforcement of statutory rights of investors such as the right to inspect books and records. *See Sample v. Morgan*, C.A. No. 1214-VCS (obtaining full recovery for shareholders diluted by an issuance of stock to management); *In re Genentech, Inc. Shareholders Litigation, Consolidated* C.A. No. 3911-VCS (leading to a nearly $4 billion increase in the price paid to the Genentech stockholders); *In re Kinder Morgan, Inc. Shareholders Litigation, Consolidated Case* No. 06-C-801 (action challenging the management led buyout of Kinder Morgan, settled for $200 million); *In re Bank of America Corporation Stockholder Derivative Litigation,* C.A. No. 4307-CS. (derivative action relating to BOA's acquisition of Merrill Lynch & Co. resulting in a settlement which included a $62.5 million payment to Bank of America); *In re Madison Square Garden Entertainment Corp. Stockholders Litigation, Consol.* C.A. No. 2021-0468-LWW (action challenging the acquisition of Dolan family-controlled MSG Networks Inc. by Dolan family-controlled Madison Square Garden Entertainment Corp., resulting in a $48.5 million cash settlement for the MSGN stockholder class); *In re FAST Acquisition Corp. S'holders Litig.*, C.A. No. 2022-0702-PAF (Del. Ch.) (action challenging the winding down of FAST (action involving a special purpose acquisition company) and management's decision to retain for itself a termination fee received from a previously terminated business combination, which settled for $12.5 million in cash); *Fannin v. UMTH Land Development L.P., C.A. No. 12541-PAF* (derivative and direct claims for breaches of fiduciary duty, breaches of contract and unjust enrichment relating to self-dealing and misrepresentations by controllers of a limited partnership, resulting in settlement of $7 million monetary relief and substantial governance reforms).

Mr. Kriner is currently prosecuting a derivative action in the Delaware Court of Chancery against senior officers and directors of Blue Bell Creameries USA Inc., seeking to recover massive economic damages sustained by the company and its stockholders as a result of the company-wide Listeria contamination of the company's production facilities in 2015. Mr. Kriner successfully obtained a full reversal of the Chancery Court's dismissal of the claims by the Delaware Supreme Court in a landmark ruling on *Caremark* fiduciary oversight claims under Delaware law. *Marchand v. Barnhill*, 212 A.3d 805 (Del. 2019). Following the reversal, a Special Litigation Committee of the Blue Bell Board took control of the claims, determined the claims should proceed and returned control of the case to the stockholder plaintiff. The trial is currently scheduled for November 2025 and will be the first trial of *Caremark* claims in the Delaware Chancery Court. *Marchand v.*

Barnhill. C.A. No. 0586-NAC. Mr. Kriner also is currently prosecuting a class action on behalf of limited partners of CDK Fund I, LP in the Delaware Court of Chancery, asserting that a purported hedge fund formed by Defendant Cody Kerns solicited limited partner investments and operated the fund based on false representations and secret self-dealing, resulting in massive losses to the limited partners and unjust personal gains to Cody Kerns and his co-conspirators. *Piteira et al. v. Cody Kerns, et al.* C.A. No. 0390-MTZ.

ERISA

Mr. Kriner has also successfully prosecuted claims on behalf of participants in pension and welfare plans under the Employee Retirement Income Security Act of 1974 ("ERISA"), asserting breaches of fiduciary duty by the plan trustees that injured the plans and participants. *See Edward Asner v. SAG-AFTRA Health Fund*, No. 20-101914 (resulting in a $20.6 million settlement for performers and actors affected by changes to health plan); *Snitzer v. Board of Trustees of the American Federation of Musicians Pension Plan*, No. 1:17-cv-5361 (resulting in a $26.85 million cash settlement along with substantial governance reforms).

Mr. Kriner is currently prosecuting an ERISA action on behalf of the participants in the New York Teamsters Pension Plan, asserting breaches of fiduciary duty against the plan trustees. *Carlisle v. The Board of Trustees of the American Federation of the New York State Teamsters Conference Pension and Retirement Fund et al*, C.A. No 8:21-cv-00455.

Other Matters

Mr. Kriner has also successfully prosecuted claims on behalf of University of Delaware students who paid for but did not receive school services during the COVID-19 pandemic, resulting in a $6.3 million settlement that provided approximately $200 per student in direct cash payments. *Ninivaggi et al v. University of Delaware*, C.A. No. 1:20-cv-01478.

Mr. Kriner is currently prosecuting consumer claims in the United States District Court for the District of Delaware relating to travel insurance, *Maggi v. International Travel Network, LLC*, C.A. No. 1:24-cv-00009-CFC, and a Bitcoin mining Ponzi scheme, *Dettmering et al v. VBit Technologies Corp*. et al, C.A. No.1:22-cv-01482.

Practice Areas:

- Antitrust
- Corporate Mismanagement & Shareholder Derivative Action
- Defective Products and Consumer Protection
- Other Complex Litigation
- Securities Fraud

Education:

- Duke University School of Law, J.D., 1987
    - Law & Contemporary Problems Journal, Senior Editor
- University of Pennsylvania, B.A., 1984 - *cum laude*

Memberships & Associations:

- National Association of Shareholder and Consumer Attorneys (NASCAT) Executive Committee Member
- American Bar Association
- Pennsylvania Bar Association

Admissions:

- United States Supreme Court
- Pennsylvania Supreme Court
- Second Circuit Court of Appeals
- Third Circuit Court of Appeals
- Sixth Circuit Court of Appeals
- Seventh Circuit Court of Appeals
- Eighth Circuit Court of Appeals
- Ninth Circuit Court of Appeals
- Eastern District of Pennsylvania
- Western District of Pennsylvania
- Eastern District of Michigan

Honors:

- National Trial Lawyers Top 100
- AV Rating from Martindale Hubbell
- Pennsylvania Super Lawyer, 2006-Present
- America's Top 100 High Stakes Litigator

Steven A. Schwartz

STEVEN A. SCHWARTZ has prosecuted complex class actions in a wide variety of contexts. Notably, Mr. Schwartz has been successful in obtaining several settlements and judgments where class members received a full recovery on their damages. Representative cases include:

- ***In re Philips Recalled CPAP, Bi-Level PAP, And Mechanical Ventilator Products Litigation***, MDL No. 3014 (W.D. Pa.). The Court appointed Mr. Schwartz as Plaintiffs' Co-Lead Counsel in this multi district litigation alleging claims for economic losses, medical monitoring and personal injury in connection with Philips' recall of millions of CPAPs, BiPAPs and ventilators that contained polyester-based polyurethane foam that degrades into particles and emits volatile toxic compounds. The Court approved proposed class settlements of class members' economic loss and medical monitoring claims, and the parties reached a private settlement of personal injury claims that, collectively, will require the Philips defendants to pay approximately $1.7 billion to settle the Litigation.

- ***Melchior, et al. v. Vagnozzi, et al.***, No. 20-cv-05562 (E.D. Pa) - Mr. Schwartz served as Co-Lead Class Counsel in this legal malpractice action against the law firm Eckert Seamans Cherin & Mellot, LLC and one of its former partner, John Pauciulo, in connection with their work with respect to the creation of various investment funds formed for the express purpose of investing in the Complete Business Solutions Group Inc. d/b/a Par Funding, which was a notorious Ponzi scheme backed by organized crime figures. Working hand-in-hand with the Receiver appointed by the Securities and Exchange Commission, Mr. Schwartz and his team successfully negotiated a $38 million settlement from the law firm, which represented the full balance of its applicable insurance policies.

- ***Edward Asner v. SAG-AFTRA Health Fund***, No. 20-10914 (C.D. Cal.). Mr. Schwartz serves as Co-Lead Class Counsel in this ERISA case, which challenges the SAG-AFTRA Health Plan Trustees' decision to merge the SAG and AFTRA health plans, their related failures to implement the merger and properly manage the Plan's deteriorating financial condition, their imprudent negotiation of the 2019 and 2020 Commercials, Netflix and TV/Theatrical contracts, and the subsequent decision to eliminate health benefits for senior actors. The parties reached a proposed settlement for $20.6 million along with substantial non-monetary benefits. *See* https://youtu.be/4LgRxJnxI8o featuring prominent actors supporting the lawsuit.

- ***In re Macbook Keyboard Litigation***, **No. 5:18-cv-02813 -EJD (N. D. Cal.).** Schwartz served as Co-Lead Class Counsel in this case alleging that the ultra-thin "butterfly keyboard in Apple MacBooks were defective. Shortly before trial, the case settled for $50 million. The settlement was recognized as the Number 1 Consumer Fraud Settlement in California for 2022 by TopVerdict.com.

- *Snitzer v. Board of Trustees of the American Federation of Musicians Pension Plan*, No. 1:17-cv-5361 (S.D.N.Y.). Mr. Schwartz served as Plaintiffs' Lead Counsel in this case which alleged that the Trustees of the AFM Pension Plan made a series of imprudent, overly-aggressive bets by investing an excessive percentage of plan assets in risky asset classes such ss emerging markets equities and private equity far beyond the percentage of such investment by other Taft-Hartley pension plans. The cases settled shortly before trial for $26.85 million plus substantial governance reforms including appointment of a Neutral Independent Fiduciary. The Trustee independent neutral trustee. The $26.85 million cash recovery represented the vast majority of provable damages that likely could have been won at trial and between about 65% to 75% of the Trustees' available insurance policy limits to pay any final judgment achieved through continued litigation.
- *In re Cigna-American Specialty Health Administrative Fee Litigation*, No. 2:16-cv-03967-NIQA (E. D. Pa.). Mr. Schwartz served as co-lead counsel in this national class action alleging that defendant Cigna and its subcontractor, ASH, violated the written terms of ERISA medical benefit by treating ASH's administrative fees as medical expenses to artificially inflate the amount of "benefits" owed by plans and the cost-sharing obligations of plan participants and beneficiaries. The Court approved the $8.25 million settlement in which class members were automatically mailed checks representing a full or near-full recovery of the actual amount they paid for the administrative fees. ECF 101 at 4, 23-24.
- *Rodman v. Safeway Inc.*, No. 11-3003-JST (N.D. Cal.). Mr. Schwartz served as Plaintiffs' Lead Trial Counsel and presented all of the district court and appellate arguments in this national class action regarding grocery delivery overcharges. He was successful in obtaining a national class certification and a series of summary judgment decisions as to liability and damages resulting in a $42 million judgment, which represents a full recovery of class members' damages plus interest. The $42 million judgment was entered shortly after a scheduled trial was postponed due to Safeway's discovery misconduct, which resulted in the district court imposing a $688,000 sanction against Safeway. The Ninth Circuit affirmed the $42 million judgment. 2017 U.S. App. LEXIS 14397 (9th Aug. 4, 2017).
- *In re Apple iPhone/iPod Warranty Litig.*, 3:10-1610-RS (N.D. Cal.). Mr. Schwartz served as co-lead counsel in this national class action in which Apple agreed to a $53 million non-reversionary, cash settlement to resolve claims that it had improperly denied warranty coverage for malfunctioning iPhones due to alleged liquid damage. Class members were automatically mailed settlement checks for more than 117% of the average replacement costs of their iPhones, net of attorneys' fees, which represented an average payment of about $241.
- *In re Sears, Roebuck & Co. Front-Loading Washer Prods. Liab. Litig.*, No. 06 C 7023, (N.D. Ill.) & Case 1:09-wp-65003-CAB (N. D. Ohio) (MDL No. 2001). Schwartz served as co-lead class counsel in this case which related to defective central control units ("CCUs") in front load washers manufactured by Whirlpool and sold by Sears. After extensive litigation, including two trips to the Seventh Circuit and a trip to the United States Supreme Court challenging the certification of the plaintiff class, he negotiated a settlement shortly before trial that the district court held, after a contested proceeding approval

proceeding, provided a "full-value, dollar-for-dollar recovery" that was "as good, if not a better, [a] recovery for Class Members than could have been achieved at trial." 2016 U.S. Dist. LEXIS 25290 at *35 (N.D. Ill. Feb. 29, 2016).

- ***Chambers v. Whirlpool Corp., et al.****, Case No.*11-1773 FMO (C.D. Cal.). Mr. Schwartz served as co-lead counsel in this national class action involving alleged defects resulting in fires in Whirlpool, Kenmore, and KitchenAid dishwashers. The district court approved a settlement which he negotiated that provides wide-ranging relief to owners of approximately 24 million implicated dishwashers, including a full recovery of out-of-pocket damages for costs to repair or replace dishwashers that suffered Overheating Events. In approving the settlement, Judge Olguin of the Central District of California described Mr. Schwartz as "among the most capable and experienced lawyers in the country in [consumer class actions]." 214 F. Supp. 3d 877, 902 (C.D. Cal. 2016).
- ***Wong v. T-Mobile,***05-cv-73922-NGE-VMM (E.D. Mich.). In this billing overcharge case, Mr. Schwartz served as co-lead class counsel and negotiated a settlement where T-Mobile automatically mailed class members checks representing a 100% net recovery of the overcharges and with all counsel fees paid by T-Mobile in addition to the class members' 100% recovery.
- ***In re Certainteed Corp. Roofing Shingle Products Liability Litig.***, No, 07 -md-1817-LP (E.D. Pa.). In this MDL case related to defective roof shingles, Mr. Schwartz served as Chair of Plaintiffs' Discovery Committee and worked under the leadership of co-lead class counsel. The parties reached a settlement that provided class members with a substantial recovery of their out-of-pocket damages and that the district court valued at between $687 to $815 million.
- ***Shared Medical Systems 1998 Incentive Compensation Plan Litig.****,* Term 2003, No. 0885 (Phila. C.C.P.). In this case on behalf of Siemens employees, after securing national class certification and summary judgment as to liability, on the eve of trial, Mr. Schwartz negotiated a net recovery for class members of the full amount of the incentive compensation sought (over $10 million) plus counsel fees and expenses. At the final settlement approval hearing, Judge Bernstein remarked that the settlement "should restore anyone's faith in class action[s]. . . ." Mr. Schwartz served as co-lead counsel in this case and handled all of the arguments and court hearings.
- ***In re Pennsylvania Baycol: Third-Party Payor Litig.***, Sept. Term 2001, No. 001874 (Phila. C.C.P.) ("Baycol"). Mr. Schwartz served as co-lead class counsel in this case brought by health and welfare funds and insurers to recover damages caused by Bayer's withdrawal of the cholesterol drug Baycol. After extensive litigation, the court certified a nationwide class and granted plaintiffs' motion for summary judgment as to liability, and on the eve of trial, he negotiated a settlement providing class members with a net recovery that approximated the maximum damages (including pre-judgment interest) that class members suffered. That settlement represented three times the net recovery of Bayer's voluntary claims process (which AETNA and CIGNA had negotiated and was accepted by many large insurers who opted out of the class early in the litigation)
- ***Wolens v. American Airlines, Inc.***Schwartz served as plaintiffs' co-lead counsel in this case involving American Airlines' retroactive increase in the number of frequent flyer miles needed to claim travel awards. In a landmark decision, the United States Supreme Court held that plaintiffs' claims were not preempted by the Federal

Aviation Act. 513 U.S. 219 (1995). After eleven years of litigation, American Airlines agreed to provide class members with mileage certificates that approximated the full extent of their alleged damages, which the Court, with the assistance of a court-appointed expert and after a contested proceeding, valued at between $95.6 million and $141.6 million.

- ***In Re ML Coin Fund Litigation*,**(Superior Court of the State of California for the County of Los Angeles). Mr. Schwartz served as plaintiffs' co-lead counsel and successfully obtained a settlement from defendant Merrill Lynch in excess of $35 million on behalf of limited partners, which represented a 100% net recovery of their initial investments (at the time of the settlement the partnership assets were virtually worthless due to fraud committed by Merrill's co-general partner Bruce McNall, who was convicted of bank fraud).
- ***Nelson v. Nationwide*,** July Term 1997, No. 00453 (Phila. C.C.P.). Mr. Schwartz served as lead counsel on behalf of a certified class. After securing judgment as to liability in the trial court (34 Pa. D. & C. 4th 1 (1998)), and defeating Nationwide's Appeal before the Pennsylvania Superior Court, 924 PHL 1998 (Dec. 2, 1998), he negotiated a settlement whereby Nationwide agreed to pay class members approximately 130% of their bills.

Practice Areas:

- Securities Fraud
- Non-Listed REITs
- Corporate Mismanagement & Shareholder Derivative Action
- Mergers & Acquisitions

Education:

- Villanova University School of Law, J.D., 1999 - *cum laude*
- Boston University, B.A. Political Science, 1996

Memberships & Associations:

- Pennsylvania Bar Association
- Villanova Law School Alumni Association

Admissions:

- Pennsylvania Supreme Court
- New Jersey Supreme Court
- Third Circuit Court of Appeals
- District of New Jersey
- Eastern District of Pennsylvania

Honors:

- Pennsylvania SuperLawyer: 2013– Present
- Named Pennsylvania Rising Star by Super Lawyers: 2006-2012
- Sutton Who's Who in American Law

Kimberly Donaldson Smith

Kimberly Donaldson Smith is a partner in the Firm's Haverford office. Kimberly has been counseling clients and prosecuting cases on complex issues involving securities, business transactions and other class actions for over two decades.

Kimberly concentrates her practice in sophisticated consumer and securities class action litigation in federal courts throughout the country, and in shareholder derivative and direct actions brought under state fiduciary and corporate laws litigated in federal and state courts nationwide.

Cases in which Kimberly is and was instrumental in litigating and in achieving outstanding settlements for consumers and investors include the following:

- *Kukorinis v. Walmart Inc.,* Case No. 8:22-cv-02402-VMC (M.D. Fla.) (On June 28, 2024, Judge Covington granted final approval of the proposed $45 million settlement of this consumer class action against Walmart involving allegations of systemic overcharging for certain weighted goods.)
- *Hughes, et al. v. UGI Storage Company*, No. 0714-CV-2014 (Tioga Co., Pa.) (Representing individual and a proposed class of property owners who allege that their subterranean oil and gas rights were subject to an unlawful taking by UGI, which operates several underground gas storage facilities in Tioga County, PA).
- *In re HomeAdvisor, Inc. Litigation*, Case No: 1:16-cv-01849-PAB-KLM (D. Colo.) (Representing home service professionals who allege unfair and fraudulent business practices by Defendants in violation of the Lanham Act and various states' consumer protection and unfair competition laws).
- *Orrstown Financial Services, Inc., et al., Securities Litig.*, No. 12-cv-00793 (M.D. Pa.)($15 million settlement secured on behalf of Orrstown investors, which included a monetary contribution from the defendant bank's former outside auditor and represented a significant percentage of the shareholders recoverable damages. The case is also noteworthy for spawning a landmark Third Circuit decision that upheld the district judge's granting a motion to amend the complaint to rejoin the outside auditor and other defendants years after their initial dismissal, one of several reasons the district court's settlement approval order commended CSKD for its "relentless" efforts in the more than decade-old case.)
- *Ferrer et al v. CareFirst, Inc., et al*, Case No. 16-cv-02162 (D. D.C.) (Landmark action and settlement securing monetary recovery and reimbursements for lactation support and counseling services, an ACA-mandated preventive benefit).

- *Westmoreland County v. Inventure Foods*, No. CV2016-002718 (Super Ct. Ariz.) (Settlement achieved that recovered over 35% of investors' damages).
- *Milliken v. American Realty Capital Hospitality Advisors, LLC et al.,* Case No. 18-cv-1757 (U.S. District Court, S.D.N.Y) (Derivative settlement of over $15 million)
- *Gamburg, et al., v. Hines Real Estate Investment Trust, Inc., et al.,* Case No. 24C16004496 (Cir. Ct. Baltimore City (Derivative and class settlement securing a cash payment representing recovery of over 20% of contested fees paid to affiliates.
- *Trumbo et al. v. The Inland Group, et al.* (Circuit Court of Cook County, IL Case No. 13-CH-07790) (Derivative settlement of $11.1 million).
- *Roth v. The Phoenix Companies, Inc. and U.S. Bank National Association, in its capacity as Indenture Trustee, Index No. 650634/2016 (N.Y. Sup. Ct.)* (Secured settlement on behalf of bondholders in connection with a 2015 going-private merger. Within seven days of the Firm filing a complaint seeking injunctive relief, the Firm secured material benefits for Bondholders, including, most significantly, ongoing access to material financial and corporate information which increased the value of the Bonds by $17.5 million and secured ongoing liquidity for the Bonds. In approving the settlement, the Court stated that "I think the plaintiffs were successful in getting everything they could have gotten …. I think it's a great settlement.")
- *W2007 Grace Acquisition I, Inc., Preferred Stockholder Litigation,* Civ. No. 2:13-cv-2777 (W.D. Tenn.) (Settled state law securities and common law claims against the company failing to provide preferred stockholders with critical financial information and liquidity after the company went private. After ten months of hard fought-litigation, the Firm secured a settlement, which was approved on December 4, 2015, that secured $76 million in cash consideration and liquidity for the preferred stockholders.);
- *In re Empire State Realty Trust, Inc. Investor Litigation*, Case 650607/2012, NY Supreme Court (Secured a $55,000,000 cash settlement fund and $100 million tax savings for the Empire investors).
- *CNL Hotels & Resorts Inc. Federal Securities Litigation*, Case No. 04-cv-1231 (M.D. Fla.) (Secured a $35,000,000 cash settlement fund and a $225 million savings for the CNL shareholders);
- *Inland Western Retail Real Estate Trust, Inc., et al. Litigation*, Case 07 C 6174 (U.S.D.C. N.D. Ill) (Secured a $90 million savings for the Inland shareholders subjected to a self-dealing transaction); and
- *Wells REIT Securities Litigation*, Case 1:07-cv-00862/1:07-cv-02660 (U.S.D.C. N.D. GA)(Secured a $7 million cash settlement fund for the Wells REIT investors).
- *In re DVI, Inc. Sec. Litig.*, 2:03-CV-05336-LDD (USDC E.D. Pa.) (Secured a $23 million recovery from multiple defendants during the 10-year, hard-fought litigation).

- *Shelter Properties II Limited Partnership, National Property Investors III, US Realty Partners Limited Partnership, Shelter Properties IV Limited Partnership, Fox Strategic Housing Income Partners Investor Litigation*, Case Number: 2011CV5225 (Dist. Ct. CO)(Settlement of breach of fiduciary duty claims that substantially increased – on average, across the five partnerships, an increase in excess of 100% of - the Merger Consideration paid to the investors.)

Notably, Kimberly was an integral member of the trial team that successfully litigated *the* ***In re Real Estate Associates Limited Partnership Litigation***, No. CV 98-7035 DDP (CD. Cal.) through a six-week jury trial that resulted in a landmark $184 million plaintiffs' verdict, which is one of the largest jury verdicts since the passage of the Private Securities Litigation Reform Act of 1995. The Real Estate Associates judgment was settled for $83 million, which represented full recovery for the Class (and an amount in excess of the damages calculated by Plaintiffs' expert).

Kimberly is a Board Member (as of June 2024) of Pennsylvanians for Modern Courts (PMC). PMC, a nonpartisan nonprofit, works to educate all Pennsylvanians about our courts and how to navigate them with confidence, provide resources to make that possible for all residents of the Commonwealth, and advocate for judicial reforms that promote inclusion and access to justice. Currently a Keystone Member, for many years Kimberly served as an active member and Board member of The Saturday Club, a non-profit women's volunteer and philanthropic organization established in 1886, supporting and executing on the Club's mission of improving the lives of women, children and families in the greater Philadelphia region.

Since 2006, Kimberly has been recognized by Law & Politics and the publishers of Philadelphia Magazine as a Pennsylvania Super Lawyer or Rising Star, as listed in the Super Lawyers' publications.

Practice Areas:

- Antitrust
- Corporate Mismanagement
- Consumer Fraud & Deceptive Products
- Securities Fraud Litigation

Education:

- Rutgers School of Law-Camden, J.D., 2003 - *with High Honors*
- Rutgers University-Camden, B.A., 2000 - *with Highest Honors*

Memberships & Associations:

- National Association of Shareholder and Consumer Attorneys (NASCAT) Amicus Committee Member
- Rutgers Journal of Law & Religion – Lead Marketing Editor (2002-2003)

Admissions:

- Pennsylvania
- New Jersey
- Eastern District of Pennsylvania
- District of New Jersey
- United States Court of Appeals for the First Circuit
- United States Court of Appeals for the Third Circuit
- United States Court of Appeals for the Fourth Circuit
- United States Court of Appeals for the Ninth Circuit
- United States Court of Appeals for the Eleventh Circuit

Honors:

- 2019-2021 Lawdragon 500 Leading Plaintiff Lawyer
- Super Lawyers 2019-2023
- Pennsylvania Super Lawyers Rising Star 2008, 2010, 2013-2014
- Rutgers Law Legal Writing Award 2003

Timothy N. Mathews

Tim Mathews is a partner in the firm's Haverford office. He has been described as "among the most capable and experienced lawyers in the country" in consumer class action litigation. *Chambers v. Whirlpool*, 214 F. Supp 3d 877 (C.D.Cal. 2016). He is also an experienced appellate attorney in the United States Courts of Appeals for the Third, Fourth, Ninth, and Eleventh Circuits, as well as the Supreme Court of California. Representative cases in which Mr. Mathews has held a lead role include:

- *SEPTA v. Orrstown Financial Services, Inc., et al.* (M.D. Pa) - $15 million settlement in a securities fraud action after successfully briefing and arguing a landmark appeal in the United States Court of Appeals for the Third Circuit (*SEPTA v. Orrstown Fin. Servs*., 12 F.4th 337, 342 (3d Cir. 2021));
- *Suarez v. Nissan North America* (M.D.Tenn.) – over $50 million settlement providing reimbursements, free repairs, and extended warranty for Nissan Altima headlamps;
- *Rodman v. Safeway, Inc.* (N.D.Cal.) – $42 million judgment against Safeway, Inc., representing 100% of damages plus interest for grocery delivery overcharges;
- *Ardon v. City of Los Angeles* (Superior Court, County of Los Angeles) – $92.5 million tax refund settlement with the City of Los Angeles after winning landmark decision in the Supreme Court of California securing the rights of taxpayers to file class-wide tax refund claims under the CA Government Code;
- *McWilliams v. City of Long Beach* (Superior Court, County of Los Angeles) - $16.6 million telephone tax refund settlement;
- *Granados v. County of Los Angeles* - $16.9 million telephone tax refund settlement;
- *In re 24 Hour Fitness Prepaid Memberships. Litig.* (N.D.Cal.) - Full-relief settlement providing over $8 million in refunds and an estimated minimum of $16 million in future rate reductions, for class of consumers who purchased prepaid gym memberships;
- *Chambers v. Whirlpool Corp.* (C.D.Cal.) – Settlement providing 100% of repair costs and other benefits for up to 24 million dishwashers that have an alleged propensity to catch fire due to a control board defect;
- *Livingston v. Trane U.S. Inc.* (D.N.J.) – multimillion-dollar settlement providing repair reimbursements, extended warranty coverage, and free service for owners of defective air conditioners;

- *In re Apple iPhone Warranty Litig.* (N.D.Cal.) – $53 million settlement in case alleging improper iPhone warranty denials; class members received on average 118% of their damages;
- *In re Colonial Bancgroup, Inc*.– Settlements totaling $18.4 million for shareholders in securities lawsuit involving one of the largest U.S. bank failures of all time;
- *International Fibercom* (D.Ariz.) – Represented plaintiff in insurance coverage actions against D&O carriers arising out of securities fraud claims; achieved a near-full recovery for the plaintiff; and
- *In re Mutual Funds Investment Litigation*, MDL 1586 (D.Md.) – Lead Fund Derivative Counsel in the multidistrict litigation arising out of the market timing and late trading scandal of 2003, which involved seventeen mutual fund families and hundreds of parties, and resulted in over $250 million in settlements.

Mr. Mathews graduated from Rutgers School of Law-Camden with high honors, where he served as Lead Marketing Editor for the Rutgers Journal of Law & Religion, served as a teaching assistant for the Legal Research and Writing Program, received the 1L legal Writing Award, and received a Dean's Merit Scholarship and the Hamerling Merit Scholarship. He received his B.A. from Rutgers University-Camden in 2000 with highest honors, where he was inducted into the Athenaeum honor society.

Mr. Mathews also serves as Co-Chair of the Planning Commission for the township of Lower Merion. His pro bono work has included representation of the Holmesburg Fish and Game Protective Association in Philadelphia. He also served on the Amicus Committee for the National Association of Shareholder and Consumer Attorneys (NASCAT) for over ten years.

Practice areas:

- Corporate Mismanagement and Shareholder Derivative Actions
- Mergers and Acquisitions

Education:

- SUNY Cortland, B.S., 2002, *cum laude*
- Syracuse University College of Law, 2006, J.D., *cum laude*
- Whitman School of Management at Syracuse University, 2006, M.B.A

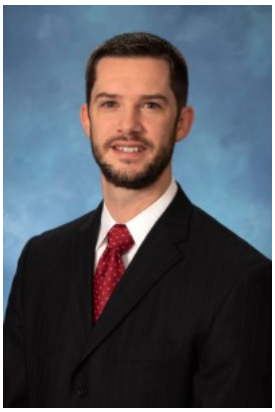
Admissions:

- Supreme Court of Delaware
- Supreme Court of Connecticut
- District of Colorado
- District of Delaware
- Third Circuit Court of Appeals

Honors:

- Named a 2016, 2017, 2018, and 2019 Delaware "Rising Star"
- Martindale Hubbell-Distinguished rated
- 2015–2017 Secretary of the Board of Bar Examiners of the Supreme Court of the State of Delaware
- 2013 – 2015 Assistant Secretary of the Board of Bar Examiners of the Supreme Court of the State of Delaware
- 2010 – 2013 Associate Member of the Board of Bar Examiners of the Supreme Court of the State of Delaware
- Member, Richard S. Rodney Inn of Court

Scott M. Tucker



Scott M. Tucker is a partner in the Firm's Wilmington office. Mr. Tucker is a member of the Firm's Mergers & Acquisitions and Corporate Mismanagement and Shareholder Derivative Action practice areas. Since joining the Firm, Mr. Tucker has participated in the prosecution of many successful actions led by Chimicles Schwartz Kriner & Donaldson-Smith LLP.

Mr. Tucker is currently prosecuting the following cases:

- *Marchand v. Barnhill* C.A. No. 0586-NAC, a derivative action in the Delaware Court of Chancery against senior officers and directors of Blue Bell Creameries USA Inc., seeking to recover the significant economic damages sustained by the Company and its stockholders resulting from the Listeria contamination of the Company's production facilities in 2015.
- *Melchior, et al. v. Vagnozzi, et al*., No. 20-cv-05562 (E.D. Pa) - Mr. Tucker served as Co-Lead Class Counsel in this legal malpractice action against the law firm Eckert Seamans Cherin & Mellot, LLC and one of its former partner, John Pauciulo, in connection with their work with respect to the creation of various investment funds formed for the express purpose of investing in the Complete Business Solutions Group Inc. d/b/a Par Funding, which was a notorious Ponzi scheme backed by organized crime figures. Working hand-in-hand with the Receiver appointed by the Securities and Exchange Commission, Mr. Tucker and his team successfully negotiated a $38 million settlement from the law firm, which represented the full balance of its applicable insurance policies.
- *Piteira et al. v. Cody Kerns, et al.* C.A. No. 0390-MTZ, a class action brought on behalf of limited partners of CDK Fund I, LP in the Delaware Court of Chancery, asserting that a purported hedge fund formed by Defendant Cody Kerns solicited limited partner investments and operated the fund based on false representations and secret self- dealing, resulting in massive losses to the limited partners and unjust personal gains to Cody Kerns and his co-conspirators.
- *Maggi v. International Travel Network, LLC*, C.A. No. 1:24-cv-00009-CFC, a class action brought in the United States District Court for the District of Delaware asserting claims on behalf of purchasers of trip protection coverage from the International Travel Network dba ASAP Tickets who purchased trip coverage and were refused reimbursement for a covered cancellation.
- *Dettmering et al v. VBit Technologies Corp. et al,* C.A. No.1:22-cv-01482, a class action lawsuit filed in the United States District Court for the District of Delaware on behalf of investors who were misled into investing in a Bitcoin mining operation that turned out to be a Ponzi scheme.
- *Onusz v. West Realm Shires Inc.*, et al., No. 22-50513-JTD (Bankr. D. Del.), this FTX Adversary Class Action was brought on behalf of all FTX Customers that have been unable to withdraw, access or use their funds and digital assets held at FTX. The case stems from the actions (or inactions) of a closely-knit group of young executives who ran FTX, once the second largest "cryptocurrency" exchange in the world, and who failed to implement the necessary safeguards to protect customer assets.

- *In re HomeAdvisor, Inc. Litigation*, Case No: 1:16-cv-01849-PAB-KLM (D. Colo.), representing home service professionals who allege unfair and fraudulent business practices by Defendants in violation of common law and various states' consumer protection and unfair competition laws.
- *In re FAST Acquisition Corp. S'holders Litig.*, C.A. No. 2022-0702-PAF (Del. Ch.) (action challenging the winding down of FAST (a special purpose acquisition company ("SPAC")) and managements' decision to retain for itself a termination fee received from a previously terminated business combination. The action settled for $12.5 million in cash)
- *In re Madison Square Garden Entertainment Corp. Stockholders Litigation*, Consol. C.A. No. 2021-0468-LWW (Del. Ch.) (action challenging a related party transaction between MSG Networks Inc. and Madison Square Garden Entertainment Corp., which settled for$48.5 million in cash)
- *In re Sanchez Derivative Litigation*, C.A. No. 9132-VCG (Del. Ch.) (action challenging a related party transaction between Sanchez Energy Inc. and Sanchez Resources, LLC a privately held company, which settled for roughly $30 million in cash and assets)
- *City of Roseville Employees' Retirement System, et al. v. Ellison, et al.*, C.A. No. 6900-VCP (Del. Ch.) (action challenging the acquisition by Oracle Corporation of Pillar Data Systems, Inc., a company majority-owned and controlled by Larry Ellison, the Chief Executive Officer and controlling shareholder of Oracle, which led to a settlement valued at $440 million, one of the larger derivative settlements in the history of the Court of Chancery.
- *In re Genentech, Inc. Shareholder Litigation*, C.A. No. 3911-VCS (Del. Ch.) (action challenging the attempt by Genentech's controlling stockholder to take Genentech private which resulted in a $4 billion increase in the offer).
- *In re J.Crew Group, Inc., Shareholders Litigation* C.A. No. 6043-CS (Del. Ch.) (action that challenged the fairness of a going private acquisition of J.Crew by TPG and members of J.Crew's management which resulted in a settlement fund of $16 million and structural changes to the go-shop process, including an extension of the go-shop process, elimination of the buyer's informational and matching rights and requirement that the transaction be approved by a majority of the unaffiliated shareholders).
- *In re Kinder Morgan, Inc. Shareholders Litigation*, Consol. C.A. No. 06-C -801 (Kan.) (action challenging the management led buyout of Kinder Morgan Inc., which settled for $200 million).

Mr. Tucker is a Member of the Richard S. Rodney Inn of Court. While attending law school, Mr. Tucker was a member of the Securities Arbitration Clinic and received a Corporate Counsel Certificate from the Center for Law and Business Enterprise.

Beena M. McDonald

Beena Mallya McDonald is Partner in the Firm's Haverford office. She brings more than 20 years of litigation experience as a federal and state trial attorney, having first-chaired numerous civil and criminal jury trials, hundreds of bench trials, and innumerable arbitrations, motions, and depositions. She has also successfully argued before the Judicial Panel on Multidistrict Litigation for centralization of large-scale nationwide class actions.

Beena focuses her practice on a complex litigation including consumer protection, data privacy and security, ERISA, and securities fraud cases. She manages cases that demand significant motion practice, massive e-discovery, and numerous depositions of Fortune 500 corporate 30(b)(6) witnesses and fiduciaries, product design and development engineers, marketing heads, investment company executives, and liability and damages experts. She also serves as part of the firm's Client Business Development group, responsible for overseeing client portfolio monitoring, evaluation, and litigation, and maintaining client relationships.

Prior to joining the Firm, Beena served as a Special Assistant United States Attorney with the U.S. Attorney's Office for the Southern District of California, where she prosecuted high stakes federal corruption, firearms, drug importation, and illegal immigration cases. Upon initially receiving her law degree, she rose through the ranks to become a senior attorney at the Defender Association of Philadelphia. She also served as Lead Counsel in cases throughout the Philadelphia area while in-house at Allstate Insurance Company. Her extensive trial experience is also bolstered by her business management experience working for a Fortune 200 company, allowing her to bring this business acumen to her current practice representing defrauded consumers and investors.

Beena has been recognized as a Super Lawyer and is called upon and known for her trial skills and mentorship in trial academy programs. Specifically, Ms. McDonald is a Diverse Leaders' Academy Appointee ('22 -'24) for the American Bar Association's Litigation Section, and is a Co-Chair for the 2026 Litigation Section Annual Conference. She is also a Co -Chair of the ABA Litigation Section's Diverse Trial Lawyer Academy having co-created and co-led a 3-day trial program in Philadelphia, PA, in conjunction with Temple University Beasley School of Law. Ms. McDonald also serves as faculty for the Philadelphia Bar Association's Young Trial Lawyers' Academy. Ms. McDonald also serves in leadership roles in the Sedona Conference and the Philadelphia Chapter of the South Asian Bar Association. Importantly, Ms. McDonald especially strives to mentor attorneys new to the practice of law, especially young women, to ensure they are guided and supported through the large, complex litigations that are part of her practice.

As the daughter of Indian parents who immigrated to this country 60 years ago, Beena is the first born in her family in the United States and the first attorney in her family. She is a proud, single Mom to twin teenage boys, and while not working, is often seen on the sidelines as a soccer, lacrosse and basketball Mom.

Practice Areas:

- Consumer Protection and Defective Products
- Data Breach
- ERISA
- Securities Fraud
- Corporate Mismanagement and Shareholder Derivative Action
- Other Complex Litigation

Education:

- Widener University Delaware Law School, J.D., 1998
- Pennsylvania State University, B.A., 1995

Memberships and Associations:

- The Sedona Conference, Working Group 1
  - Drafting Committee on Discovery in Multidistrict Litigation
- American Bar Association
  - Co-Chair, 2026 Section Annual Conference
  - Co-Chair, Diverse Trial Lawyers Academy
  - Co-Chair, Virtual Programming Board
  - Diverse Leaders Academy 2022-2024
  - Class and Derivative Suits Committee
- American Association of Justice
- Philadelphia Bar Association
  - Federal Courts Committee
  - Women in the Profession Committee
- South Asian Bar Association

Admissions:

- Pennsylvania
- District of Columbia
- Third Circuit Court of Appeals
- Eastern District of Pennsylvania
- Western District of Pennsylvania
- Middle District of Pennsylvania
- Eastern District of Michigan

Speaking Engagements and Publications:

- The Sedona Conference, WG1 Drafting Committee on Unique eDiscovery Challenges in Multidistrict Litigation
- ABA Litigation Section Annual 2023, The Great Tuna Debate
- CLEF Annual 2023, What's New in Defendants' Playbook

- *In re Phillips Recalled CPAP, Bi-Level PAP, and Mechanical Ventilator Products Liability Litigation* (MDL No. 3014) (W.D. Pa.) (successfully argued before the Judicial Panel on Multidistrict Litigation for centralization of more than 100 class action and personal injury cases to the Western District of Pennsylvania, arising out of Philips' recall of certain Continuous Positive Airway Pressure (CPAP), Bi-Level Positive Airway Pressure (Bi-Level PAP), and mechanical ventilator devices, due to the potential that its polyester-based polyurethane (PE-PUR) sound abatement foam may degrade into particles or off-gas volatile organic compounds that may then be ingested or inhaled by the user, causing injury The Court granted final approval of a settlement of economic loss claims that require the Philips defendants to pay over $479 million to class members. In addition, CSKD and the other Co-Lead Counsel reached a $1.1 billion proposed settlement for the personal injury and medical monitoring claims.);
- *Woodall v. Octapharma Plasma, Inc.*, No. 3:24-cv-424 (W.D.N.C.) (appointed to the Executive Committee in this data breach litigation alleging that a targeted cyberattack and data breach occurred on April 17, 2024, caused by Octapharma Plasma, Inc.'s inadequately protected computer systems, which resulted in unauthorized access to the personally-identifiable ("PII") and protected health information ("PHI") of thousands of individuals.;
- *C.K. v. Ann & Robert H. Lurie Children's Hospital of Chicago*, No. 3:24-cv -424 (N.D. Ill.) (motion to be appointed to the Executive Committee in this data breach litigation alleging the theft and sale by a cybercrime group of highly confidential children's hospital records including, among other things, medical condition, diagnosis and treatment records, belonging to approximately 800,000 victims.);
- *In re MacBook Keyboard Litig.*, No: 5:18-cv-02813-EJD (N.D. Cal.) (served as Co-Lead Class Counsel in a class action lawsuit alleging that Apple sold MacBook, MacBook Pro, and MacBook Air butterfly keyboard laptops from 2015 – 2020 with a known defect of allowing dust and debris to disrupt the keyboard use. Shortly before trial, the case settled for $50 million. The Settlement was recognized as the Number 1 Consumer Fraud Settlement in California for 2022 by TopVerdict.com.);
- *In re Chevy Bolt EV Battery Litigation*, No. 2:21-cv-13256-TGB-CI (E.D. Mich.) (argued before the Judicial Panel on Multidistrict Litigation, that was ultimately centralized in the Eastern District of Michigan, in this class action against General Motors LLC and various LG entities alleging that the Chevy Bolt EV is defective, causing its electric battery to overheat when charged to full or nearly full capacity, which has resulted in devastating fires and created an unreasonable safety risk to these vehicle owners. The operative complaint covers all Model Year 2020 – 2022 Chevy Bolts EVs and asserts that the defendants, as claimed by both GM and LG, were "strategic partners" in researching, developing, and manufacturing the Bolt EV and its critical components, including the defective electric battery cells and pack);
- *In re Nexus 6P Prods. Liab. Litig.*, No. 5:17-cv-02185-BLF (N.D. Cal.) (class action lawsuit alleging that smartphones manufactured by Google and Huawei contain defects that cause the phones to "bootloop" and experience sudden battery drain; after overcoming a motion to dismiss, a $9.75 million settlement was reached, which Judge Beth Labson Freeman described as "substantial" and an "excellent resolution of the case.");

- *Weeks v. Google LLC*, No. 5:18-cv-00801-NC (N.D. Cal.) (consumer class action against Google relating to Pixel smartphones, alleging that Google sold these phones with a known microphone defect; after defeating a motion to dismiss, a $7.25 million settlement was reached, which Magistrate Judge Nathanael M. Cousins described as being an "excellent result.");
- *Gordon v. Chipotle Mexican Grill, Inc.*, No. 1:17-cv-01415- CMA (D. Colo.) (class action relating to a data breach suffered by Chipotle that allegedly exposed consumers' payment card data to hackers, in which a $1.6 million settlement was reached);
- *Christofferson v. Creation Entertainment, Inc*., No. 19STCV11000 (Sup. Ct. CA). (class action relating to a data breach suffered by Creation Entertainment that allegedly exposed consumers' payment card data to hackers, in which a $950,000 settlement was reached);
- *Turner v. Sony Interactive Entertainment LLC*, No. 4:21-cv-02454-DMR (N.D. Cal.) (class action lawsuit alleging that Sony's PlayStation 5 DualSense Controller suffers from a "drift defect" that results in character or gameplay moving on the screen without user command or manual operation of the controller thereby compromising its core functionality);
- *Davis v. Washington University*, No. 4:17-cv-01641-RLW (E.D. Missouri) (ERISA class action lawsuit alleging breach of fiduciary duties in managing the Washington University in St. Louis Retirement Plan – one of the largest university retirement plans in the country with $5.8 billion in assets and more than 27,000 participants – causing it to incur unreasonable and excessive recordkeeping fees; Judge White approved a $7.5 million settlement on behalf of the class);
- *Spitzley v. Mercedes-Benz U.S. Int'l, Inc.*, 7:21-cv-00074-RDP (N.D. Ala.) (ERISA class action lawsuit alleging breach of fiduciary duties in managing the Mercedes-Benz International Retirement and Savings Plan – a $934 million plan with more than 4,400 participants – causing it to incur unreasonable and excessive fees for retirement plan services);
- *Mator v. Wesco Distribution, Inc.*, No. 2:21-cv-00403-MJH (W.D. Pa.) (ERISA class action lawsuit alleging breach of fiduciary duties by imprudently allowing the Wesco Distribution, Inc. Retirement Savings Plan – a $837 million plan with more than 8,200 participants – to pay unreasonable recordkeeping and administrative expenses and retain higher-cost share classes of funds when lower-cost funds were available);
- *Hummel v. East Penn Mfg. Co., Inc.*, No. 5:21-cv-01652 (E.D. Pa.) - (ERISA class action lawsuit alleging breach of fiduciary duties in managing the East Penn Manufacturing Co., Inc. Profit Sharing & 401(k) Savings Plan – with $279 million in assets and over 10,000 participants – by imprudently failing to monitor recordkeeping fees and determine the reasonableness of those fees);
- *Cunningham v. USI Ins. Services LLC*, No. 7:21-cv-01819-NSR (S.D.N.Y.) (ERISA class action lawsuit alleging breach of fiduciary duties in managing the USI 401(k) Plan – a $848 million plan with over 9,800 participants – by paying unreasonable and excessive retirement plan services fees);
- *Westmoreland County v. Inventure Foods*, No. CV2016-002718 (Super Ct. Ariz.) (state securities shareholder class action filed against Inventure Foods., Inc., after identifying that the company's stock price had

suffered a precipitous decline due to troubles at a manufacturing facility, including a major food recall. After mediation, a preliminary settlement was reached that recovers over 35% of damages for investors.); and

- *Orrstown Financial Services, Inc., et al., Securities Litig.*, No. 12-cv-00793 (USDC M.D. Pa.) (federal securities class action lawsuit by large transportation authority institutional investor client, named sole lead plaintiff, challenging false and misleading statements made by Orrstown to investors about its internal controls and financial condition; the court has preliminarily approved a $15 million settlement).

Our Attorneys Of Counsel & Senior Counsel

Anthony Allen Geyelin

Tony is Of Counsel to the firm at the Haverford office, where since 2001 he has used his extensive private and public sector corporate and regulatory experience to assist the firm in the effective representation of its many clients. Tony has previously worked as an associate in the business department of a major Philadelphia law firm; served as Chief Counsel and then Acting Insurance Commissioner with the Pennsylvania Insurance Department in Harrisburg; and represented publicly traded insurance companies based in Pennsylvania and Georgia as their senior vice president, general counsel and corporate secretary.

Tony has represented the firm's clients in multiple significant litigations, including the DynCorp False Claim Act, Home Advisor, Orrstown, Anadarko (Chesapeake Energy), Ford Sync, Whirlpool Fire, Clear Channel, Carrier Air Conditioner, Cipro Antitrust, Phoenix Leasing and Reliance Insurance Company Insolvency Matters.

Outside of the office Tony's pro bono, professional and charitable activities have included volunteering as a Federal Public Defender; serving as a member and officer of White-Williams Scholars, the Schuylkill Canal Association, and the First Monday Business Club of Philadelphia organizations; and as a member of the National Association of Insurance Commissioners and the Radnor Township (PA) Planning Commission.

Practice Areas:

- Antitrust
- Automotive Defects and False Advertising
- Defective Products and Consumer Protection
- Other Complex Litigation

Education:

- Villanova Law School, J.D. - *cum laude*
  - ◊ *Villanova Law Review*, Associate Editor
  - ◊ *Villanova Moot Court Board*
  - ◊ Obert Corporation Law Prize
- University of Virginia, B.A., English literature

Memberships & Associations:

- Pennsylvania Bar Association
- Passe´ International

Admissions:

- Pennsylvania
- Eastern District of Pennsylvania
- Federal Circuit

Practice Areas:

- Automobile Defects and False Advertising
- Defective Products and Consumer Protection
- Other Complex Litigation
- Securities Fraud

Education:

- Villanova University School of Law, J.D., 2006
    - Villanova Environmental Law Journal – managing editor of student works (2006), staff writer (2005)
- University of California, Los Angeles, B.A., 2003 – *cum laude*

Membership & Associations:

- Member, Philadelphia Bar Association

Admissions:

- Pennsylvania
- New Jersey
- Eastern District of Pennsylvania
- District of New Jersey
- District of Colorado

Honors:

- Pennsylvania Super Lawyers 2019-present
- Pennsylvania Super Lawyers Rising Star 2013-2016

Alison Gabe Gushue

Alison G. Gushue is Of-Counsel at the Firm's Haverford Office. Her practice is devoted to litigation, with an emphasis on consumer fraud, securities, and derivative cases. Ms. Gushue also provides assistance to the Firm's Institutional Client Services Group.

Prior to joining the firm, Ms. Gushue was counsel to the Pennsylvania Securities Commission in the Division of Corporation Finance. In this capacity, she was responsible for reviewing securities registration filings for compliance with state securities laws and for working with issuers and issuers' counsel to bring noncompliant filings into compliance.

Together with the Partners, Ms. Gushue has provided substantial assistance in the prosecution of the following cases:

- *Lockabey et al. v. American Honda Motor Co., Inc.*, Case No. 37-2010 -00087755-CU-BT (San Diego Super. Ct.) (settlement valued by court at $170 million for a class of 460,000 purchasers and lessees of Honda Civic Hybrids to resolve claims that the vehicle was advertised with fuel economy representations it could not achieve under real-world driving conditions, and that a software update to the IMA system further decreased fuel economy and performance)
- *In re DVI Inc. Securities Litigation*, Case No. 2:03-cv-05336-LDD (over $17m in settlements recovered for the shareholder class in lawsuit alleging that the company's officers and directors, in conjunction with its external auditors and outside counsel, violated the federal securities laws)
- *In re Sears, Roebuck & Co. Front-Loading Washer Prods. Liab. Litig.,* No. 06-cv-7023 (N.D. Ill.) & Case No. 09-wp-65003-CAB (N.D. Ohio) (MDL No. 2001)(settlement providing a "full-value, dollar-for-dollar recovery" that was "as good, if not a better, recovery for Class Members than could have been achieved at trial" in a lawsuit relating to defective central control units in front-load washers manufactured by Whirlpool and sold by Sears.) 2016 U.S. Dist. LEXIS 20290 at *35 (N.D. Ill. Feb. 29, 2016)
- *Orrstown Financial Services, Inc., et al., Securities Litig.,* No. 12-cv-00793 (M. D. Pa.) (pending federal securities lawsuit challenging false and misleading statements made by Orrstown Bank to investors about its internal controls and financial condition);

Ms. Gushue has also provided pro bono legal services to nonprofit organizations in Philadelphia such as the Philadelphia Bankruptcy Assistance Project, the Public Interest Law Center of Philadelphia, and the Community Legal Services of Philadelphia..

Garrett W. Wotkyns

Garrett Wotkyns is Of-Counsel at the Firm's Scottsdale, AZ office. He has litigated complex class actions, opt-out cases for corporate plaintiffs and commercial arbitrations across a variety of contexts. Representative cases include:

- ***Metropolitan Bank Group Inc. v. SunTrust Robinson Humphrey:*** originated and led opt-out FINRA action representing regional bank against its broker-dealer concerning brokered sale of noncumulative Lehman preferred bonds; settled for confidential amount.

- ***Diebold v. Northern Trust and Louisiana Firefighters' Retirement System (LFRS) v. Northern Trust***: originated and helped lead two companion class actions, one on behalf of ERISA-governed retirement plans and investors, and the other on behalf of public employee plans and investors and other non-ERISA investors, alleging that defendants Northern Trust Investments and the Northern Trust Company breached their fiduciary duties to plaintiffs by imprudently investing Plaintiffs' retirement savings in connection with Northern Trust's securities lending program. A combined settlement of $60 million dollars was achieved.

- ***In Re JPMorgan Stable Value Fund ERISA Litigation***: originated and helped lead ERISA class action on behalf of class of retirement investors in JPMorgan's Stable Value Fund. The case concerned the performance of several JPMorgan stable value funds that held mortgage-backed securities during the financial crisis. A settlement of $75 million was achieved.

- ***Baylor College of Medicine v. Citigroup***: originated and helped lead opt-out FINRA action representing medical college against its broker -dealer concerning LIBOR-pegged interest rate swaps and auction rate bond issuances; settled for confidential amount.

- ***Conlon v. Northern Trust***: originated and helped lead ERISA class action on behalf of class of retirement investors concerning alleged self-dealing and disloyalty in selection of target date funds for use in Defendants' employee 401(k) plan. A settlement of $6.9 million was achieved.

Education:

- University of Chicago Law School, Chicago, IL; J.D., June 1999
    - Staff member, University of Chicago Law Review; "Streetlaw" volunteer teacher
- Rice University, Houston TX, B.A., *magna cum laude,* in History and English, May 1996
    - President's Honor Roll; Phi Beta Kappa

Speaking Engagements:

- Cambridge Institute, 10th Annual Antitrust Litigation Forum, 2019
- American Conference Institute, 16th National Forum on ERISA Litigation, 2018
- American Conference Institute, 15th National Forum on ERISA Litigation, 2017
- Cambridge Institute, 8th Annual Antitrust Litigation Forum, 2017
- Bridgeport CLE, Consumer Class Action Litigation Conference, 2017
- State Bar of Arizona, Annual Convention, 2017
- Bridgeport CLE, Consumer Class Action Litigation Conference, 2016
- Practising Law Institute, 17th Annual Consumer Financial Services Institute, 2012
- Practising Law Institute, 16th Annual Consumer Financial Services Institute, 2011

Publications:

- "Bank Lawsuits Against Securities Broker-Dealers and the 'Sophisticated Investor' Defense," The Arizona Banker, 2011
- "Silvas and Subprime Class Actions: Another Brick in the Federal Preemption Wall," ABA Class Action and Derivative Suit Newsletter, 2008

Practice Areas:

- Securities Fraud
- Corporate Mismanagement and Shareholder Derivative Action
- Defective Products and Consumer Protection
- Other Complex Litigation

Education:

- Michigan State University College of Law, J.D. *summa cum laude*, 2017
    - Michigan State Law Review – managing editor (2016-2017), staff editor (2015-2016)
- York College of Pennsylvania, B.A. *magna cum laude*, 2013

Admissions:

- Pennsylvania
- Eastern District of Pennsylvania
- United States Court of Appeals for the Ninth Circuit

Honors:

- 2019-2021 Rising Star, Pennsylvania Super Lawyers

Zachary P. Beatty

Zachary P. Beatty is an associate in the Firm's Haverford office. He focuses his practice on complex litigation including securities fraud, shareholder derivative suits, and consumer protection class actions.

Zachary received his law degree from Michigan State University College of Law in 2017. While in law school, Zachary served as a managing editor for the Michigan State Law Review. His law school career was marked by several academic honors including earning Jurisprudence Awards for receiving the highest grades in his Corporate Finance, Business Enterprises, Constitutional Law II, and Advocacy classes. Zachary clerked for a small central Pennsylvania law firm and clerked for the Honorable Carol K. McGinley in the Lehigh County Court of Common Pleas. He also clerked for the Firm's Haverford office. Zachary graduated from York College of Pennsylvania where he majored in history.

Zach has assisted in prosecuting the following matters, among others:

- *Oddo v. Arcoaire Air Conditioning & Heating*, No. 8:15-cv-01985-CAS -E (C.D. Cal.) (consumer class action against Carrier Corporation arising out of the sale of air conditioners that contained an unapproved rust inhibitor in the compressor, which causes widespread failures of thermostatic expansion valves. The plaintiffs allege that the unapproved rust inhibitor was present in virtually all Carrier-manufactured air conditioners from December 2013 through August 2014);
- *Livingston v. Trane U.S. Inc.*, No. 2:17-cv-06480-ES-MAH (D.N.J.) (consumer class action against Trane U.S. Inc. arising out of the sale of air conditioners that contained an unapproved rust inhibitor in the compressor, which causes widespread failures of thermostatic expansion valves);
- *In re MyFord Touch Consumer Litig.*, No. C-13-3072 EMC (N.D. Cal.) (consumer class action against Ford alleging flaws, bugs, and failures in certain Ford automobile infotainment systems. CSK&D is co-lead counsel in this certified class action);
- *Weeks v. Google LLC*, No. 5:18-cv-00801-NC (N.D. Cal.) (consumer class action against Google relating to Pixel smartphones alleging that Google sold these phones with a known defect);
- *In re Nexus 6P Prods. Liab. Litig.*, No. 5:17-cv-02185-BLF (N.D. Cal.) (class action lawsuit alleging that smartphones manufactured by Google and Huawei contain defects that cause the phones to "bootloop" and experience sudden battery drain; CSK&D has been

appointed interim co-lead class counsel;

- *Gordon v. Chipotle Mexican Grill, Inc.*, No. 1:17-cv-01415- CMA (D. Colo.) (class action relating to a data breach suffered by Chipotle that allegedly exposed consumers' payment card data to hackers, in which case CSK&D has been appointed interim co-lead counsel); and
- *Chambers v. Whirlpool Corp.*, No. 11-1773-0FMO (C.D. Cal.) (a national class action involving alleged defects resulting in fires in Whirlpool, Kenmore, and KitchenAid dishwashers. The district court approved a settlement which he negotiated that provides wide-ranging relief to owners of approximately 24 million implicated dishwashers, including a full recovery of out-of-pocket damages for costs to repair or replace dishwashers that suffered Overheating Events).

Practice Areas:

- Defective Products and Consumer Protection
- Data Breach
- Securities Fraud Class Actions
- Other Complex Litigation

Education:

- University of Michigan Law School, J.D. cum laude, 2014
- The College of William & Mary, B.A. cum laude, 2011

Admissions:

- Pennsylvania
- New Jersey
- Western District of Pennsylvania
- Eastern District of Pennsylvania
- Middle District of Pennsylvania
- District of New Jersey
- Central District of Illinois
- Eastern District of Michigan
- District of Colorado

Honors:

- 2021 & 2022 Rising Star, Pennsylvania Super Lawyers

Alex M. Kashurba

Alex M. Kashurba is an associate in the Firm's Haverford office. He focuses his practice on complex litigation including securities, consumer protection, and data privacy class actions.

Alex received his law degree from the University of Michigan Law School. While in law school, he interned for the United States Attorney's Office for the Eastern District of Pennsylvania as well as the Office of General Counsel for the United States House of Representatives. Prior to joining the Firm, Alex served as a law clerk in the United States District Court for the Western District of Pennsylvania, including for the Honorable Kim R. Gibson and the Honorable Nora Barry Fischer. Alex graduated from The College of William & Mary where he majored in Government.

Alex has assisted in prosecuting the following matters, among others:

- *In re Phillips Recalled CPAP, Bi-Level PAP, and Mechanical Ventilator Products Liability Litigation* (MDL No. 3014) (W.D. Pa.) (MDL of more than 100 class action and personal injury cases consolidated in the Western District of Pennsylvania, arising out of Philips' recall of certain Continuous Positive Airway Pressure (CPAP), Bi-Level Positive Airway Pressure (Bi-Level PAP), and mechanical ventilator devices, due to the potential that its polyester-based polyurethane (PE-PUR) sound abatement foam may degrade into particles or off-gas volatile organic compounds that may then be ingested or inhaled by the user, causing injury) The Court granted final approval of a settlement of economic loss claims that require the Philips defendants to pay over $479 million to class members. In addition, CSKD and the other Co-Lead Counsel reached a $1.1 billion proposed settlement for the personal injury and medical monitoring claims);
- *Suarez v. Nissan North America*, No. 3:21-cv-00393 (M.D. Tenn.) (appointed lead class counsel in a consumer class action alleging defective headlamps in Nissan Altima vehicles, a settlement valued at over $50 million that provided reimbursements, free repairs, and an extended warranty received final approval from the Court);
- *Udeen, et al. v. Subaru of America, Inc.*, No. 1:18-cv-17334-RBK-JS (D.N.J.) (final approval granted of a settlement valued at $6.25 million in this consumer class action involving defective infotainment systems in certain Subaru automobiles);
- *In re: MacBook Keyboard Litig.*, No: 5:18-cv-02813-EJD (N.D. Cal.) (class action lawsuit alleging that Apple sold 2015 and later MacBook and 2016 and later MacBook Pro laptops with a known defect plaguing the butterfly keyboards, and allowing dust and other debris to disrupt keyboard use; CSK&D is appointed interim co-lead counsel);
- *In re Nexus 6P Prods. Liab. Litig.*, No. 5:17-cv-02185-BLF (N.D. Cal.)

(final approval of a $9.75 million settlement granted in this class action lawsuit which alleged that Google smartphones contained a defect that caused "bootlooping" and sudden battery drain; CSK&D served as co-lead class counsel);

- *Weeks, et al. v. Google LLC*, 5:18-cv-00801-NC (N.D. Cal.) (final approval of a $7.25 million settlement granted in this consumer class action alleging that Google sold first-generation Pixel smartphones with a known microphone defect; CSK&DS was appointed co-lead class counsel);
- *Gordon, et al. v. Chipotle Mexican Grill, Inc.*, No. 1:17-cv-01415-CMA (D. Colo.) (final approval granted in class action relating to a data breach that allegedly exposed consumers' payment card data to hackers; CSK&D served as co-lead class counsel).

Juliana Del Pesco

Juliana Del Pesco is an associate attorney in the Firm's Delaware office. She focuses her practice on corporate and fiduciary duty litigation.

Juliana received her LL.M. degree from the University of Pennsylvania Carey Law School in 2018. While in law school, Juliana served as an interpreter at the Transnational Legal Clinic. She also has a JD equivalent from the Universidade Presbiteriana Mackenzie, Brazil, in 2009. Prior to joining the firm Juliana worked at one of Brazil's most prestigious firms, where she represented clients in complex litigation cases and cases involving contract disputes, class action lawsuits, consumer law, product liability, and environmental law. She also provided legal opinions addressing the applicability of Brazilian law to foreign clients.

Education:

- University of Pennsylvania Carey Law School, LL.M., 2018
- Pontificia Universidade Catolica, Sao Paulo, Brazil, Specialization in Contract Law, 2011
- Universidade Presbiteriana Mackenzie, Brazil, JD equivalent, 2009

Admissions:

- Pennsylvania, 2019
- Brazil, Sao Paulo, 2010

Marissa N. Pembroke

Marissa is an associate attorney in the firm's Haverford Office. She focuses her practice on representing consumers in class actions for claims involving false advertising, consumer fraud, and defective products.

Marissa received her law degree from Rutgers University School of Law – Camden. During law school, Marissa was a mediator and helped settle disputes between landlords and tenants in Camden County. She was also an advocate for domestic abuse victims and helped victims obtain restraining orders. Marissa clerked for a small law firm in South Jersey where she advised municipalities on various zoning and employment matters. She also clerked for a boutique firm in Philadelphia that specializes in business litigation. During her last year at law school, Marissa was an editor for the Journal of Law and Religion. Her article was selected for publication in 2021. She received her undergraduate degree from Jefferson University in 2016.

Marissa has assisted in prosecuting the following matters, among others:

- *In re Phillips Recalled CPAP, Bi-Level PAP, and Mechanical Ventilator Products Liability Litigation* (MDL No. 3014) (W.D. Pa.) (MDL of more than 100 class action and personal injury cases consolidated in the Western District of Pennsylvania, arising out of Philips' recall of certain Continuous Positive Airway Pressure (CPAP), Bi-Level Positive Airway Pressure (Bi-Level PAP), and mechanical ventilator devices, due to the potential that its polyester-based polyurethane (PE-PUR) sound abatement foam may degrade into particles oroff-gas volatile organic compounds that may then be ingested or inhaled by the user, causing injury).

As a Philadelphia native, Marissa enjoys exploring the Philadelphia area's food scene and attending sporting events. She also spends her spare time exercising and traveling..

Practice Areas

Health & Welfare Fund Assets

CSK&D Protects Clients' Health & Welfare Fund Assets Through Monitoring Services & Vigorously Pursuing Health & Welfare Litigation.

At no cost to the client, CSK&D seeks to protect its clients' health & welfare fund assets against fraud and other wrongdoing by monitoring the health & welfare fund's drug purchases, Pharmacy benefit Managers and other health service providers. In addition, CSK&D investigates potential claims and, on a fully-contingent basis, pursues legal action for the client on meritorious claims involving the clients' heath & welfare funds. These claims could include: the recovery of excessive charges due to misconduct by health service providers; antitrust claims to recover excessive prescription drug charges and other costs due to corporate collusion and misconduct; and, cost-recovery claims where welfare funds have paid for health care treatment resulting from defective or dangerous drugs or medical devices.

Monitoring Financial Investments

CSK&D Protects Clients' Financial Investments Through Securities Fraud Monitoring Services.

Backed by extensive experience, knowledge of the law and successes in this field, CSK&D utilizes various information systems and resources (including forensic accountants, financial analysts, seasoned investigators, as well as technology and data collection specialists, who can cut to the core of complex financial and commercial documents and transactions) to provide our institutional clients with a means to actively protect the assets in their equity portfolios. As part of this no-cost service, for each equity portfolio, CSK&D monitors relevant financial and market data, pricing, trading, news and the portfolio's losses. CSK&D investigates and evaluates potential securities fraud claims and, after full consultation with the client and at the client's direction, CSK&D will, on a fully-contingent basis, pursue legal action for the client on meritorious securities fraud claims.

Corporate Transactional

CSK&D Protects Shareholders' Interest by Holding Directors Accountable for Breaches of Fiduciary Duties

Directors and officers of corporations are obligated by law to exercise good faith, loyalty, due care and complete candor in managing the business of the corporation. Their duty of loyalty to the corporation and its shareholders requires that they act in the best interests of the corporation at all times. Directors who breach any of these "fiduciary" duties are accountable to the stockholders and to the corporation itself for the harm caused by the breach. A substantial part of the practice of Chimicles Schwartz Kriner & Donaldson-Smith LLP involves representing shareholders in bringing suits for breach of fiduciary duty by corporate directors.

Practice Areas

Securities Fraud

CSK&D Protects and Recovers Clients' Assets Through the Vigorous Pursuit of Securities Fraud Litigation.

CSK&D has been responsible for recovering over $1 billion for institutional and individual investors who have been victims of securities fraud. The prosecution of securities fraud often involves allegations that a publicly traded corporation and its affiliates and/or agents disseminated materially false and misleading statements to investors about the company's financial condition, thereby artificially inflating the price of that stock. Often, once the truth is revealed, those who invested at a time when the company's stock was artificially inflated incur a significant drop in the value of their stock. CSK&D's securities practice group comprises seasoned attorneys with extensive trial experience who have successfully litigated cases against some of the nation's largest corporations. This group is strengthened by its use of forensic accountants, financial analysts, and seasoned investigators.

Antitrust and Unfair Competition

CSK&D Enforces Clients' Rights Against Those Who Violated Antitrust Laws.

CSK&D successfully prosecutes an array of anticompetitive conduct, including price fixing, tying agreements, illegal boycotts and monopolization, anticompetitive reverse payment accords, and other conduct that improperly delays the market entry of less expensive generic drugs . As counsel in major litigation over anticompetitive conduct by the makers of brand-name prescription drugs, CSK&D has helped clients recover significant amounts of price overcharges for blockbuster drugs such as BuSpar, Coumadin, Cardizem, Flonase , Relafen, and Paxil, Toprol-XL, and TriCor.

Real Estate Investment Trusts

CSK&D is a Trail Blazer in Protecting Clients' Investments in Non-Listed Equities.

CSK&D represents limited partners and purchaser of stock in limited partnerships and real estate investment trusts (non-listed REITs) which are publicly-registered but not traded on a national stock exchange. These entities operate outside the realm of a public market that responds to market conditions and analysts' scrutiny, so the investors must rely entirely on the accuracy and completeness of the financial and other disclosures provided by the company about its business, its finances, and the value of its securities. CSK&D prosecutes: (a) securities law violations in the sale of the units or stock; (b) abusive management practices including self-dealing transactions and the payment of excessive fees; (c) unfair transactions involving sales of the entities' assets; and (d) buy-outs of the investors' interests.

Practice Areas

Shareholder Derivative Action

CSK&D is a Leading Advocate for Prosecuting and Protecting Shareholder Rights through Derivative Lawsuits and Class Actions.

CSK&D is at the forefront of persuading courts to recognize that actions taken by directors (or other fiduciaries) of corporations or associations must be in the best interests of the shareholders. Such persons have duties to the investors (and the corporation) to act in good faith and with loyalty, due care and complete candor. Where there is an indication that a director's actions are influenced by self-interest or considerations other than what is best for the shareholders, the director lacks the independence required of a fiduciary and, as a consequence, that director's decisions cannot be honored. A landmark decision by the Supreme Court of Delaware underscored the sanctity of this principal and represented a major victory for CSK&D's clients.

Corporate Mismanagement

CSK&D is a Principal Advocate for Sound Corporate Governance and Accountability.

CSK&D supports the critical role its investor clients serve as shareholders of publicly held companies. Settlements do not provide exclusively monetary benefits to our clients. In certain instances, they may include long term reforms by a corporate entity for the purpose of advancing the interests of the shareholders and protecting them from future wrongdoing by corporate officers and directors. On behalf of our clients, we take corporate directors' obligations seriously. It's a matter of justice. That's why CSK&D strives not to only obtain maximum financial recoveries, but also to effect fundamental changes in the way companies operate so that wrongdoing will not reoccur.

Defective Products and Consumer Protection

CSK&D Protects Consumers from Defective Products and Deceptive Conduct.

CSK&D frequently represents consumers who have been injured by false advertising, or by the sale of defective goods or services. The firm has achieved significant recoveries for its clients in such cases, particularly in those involving defectively designed automobiles and other consumer products. CSK&D has also successfully prosecuted actions against banks and other large institutions for engaging in allegedly deceptive conduct.

Practice Areas

Data Breaches

CSK&D Protects Consumers Affected by Data Breaches

CSK&D has significant experience in prosecuting class action lawsuits on behalf of consumers who have been victimized by massive payment card data breaches. Large-scale payment data breaches have been on the rise over the past couple years. These breaches occur when cybercriminals gain unauthorized access to a company's payment systems or computer servers. When they occur, consumers are forced to take significant precautionary measures such as cancelling other cards and accounts, obtaining replacement cards (often for a fee), purchasing credit monitoring and identity theft, and spending large amounts of time reviewing accounts and statements for incidences of fraud. Two recent examples of settlements that CSK&D has resolved are: *Crystal Bray v. GameStop Corp.,* No. 1:17-cv-01365 (D. Del.) and *Gordon, et al. v. Chipotle Mexican Grille, Inc.,* No. 1:17-cv-01415-CMA-SKC (D. Colo.).

Representative Cases

Securities Cases Involving Real Estate Investments

***CNL Hotels & Resorts Inc. Securities Litigation*, Case No. 6:04-CV-1231, United States District Court, Middle District of Florida.**

CSK&D was Lead Litigation Counsel in CNL Hotels & Resorts Inc. Securities Litigation**,** representing a Michigan Retirement System, other named plaintiffs and over 100,000 investors in this federal securities law class action that was filed in August 2004 against the nation's second largest hotel real estate investment trust, CNL Hotels & Resorts, Inc. (f/k/a CNL Hospitality Properties, Inc.) ("CNL Hotels") and certain of its affiliates, officers and directors. CNL raised over $3 billion from investors pursuant to what Plaintiffs alleged to be false and misleading offering materials. In addition, in June 2004 CNL proposed an affiliated-transaction that was set to cost the investors and the Company over $300 million ("Merger").

The Action was filed on behalf of: (a) CNL Hotels shareholders entitled to vote on the proposals presented in CNL Hotels' proxy statement dated June 21, 2004 ("Proxy Class"); and (b) CNL Hotels' shareholders who acquired CNL Hotels shares pursuant to or by means of CNL Hotels' public offerings, registration statements and/or prospectuses between August 16, 2001 and August 16, 2004 ("Purchaser Class").

The Proxy Class claims were settled by (a) CNL Hotels having entered into an Amended Merger Agreement which significantly reduced the amount that CNL Hotels paid to acquire its Advisor, CNL Hospitality Corp., compared to the Original Merger Agreement approved by CNL Hotels' stockholders pursuant to the June 2004 Proxy; (b) CNL Hotels having entered into certain Advisor Fee Reduction Agreements, which significantly reduced certain historic, current, and future advisory fees that CNL Hotels paid its Advisor before the Merger; and (c) the adoption of certain corporate governance provisions by CNL Hotels' Board of Directors. **In approving the Settlement, the Court concluded that in settling the Proxy claims, "a substantial benefit [was] achieved (estimated at approximately $225,000,000)" and "this lawsuit was clearly instrumental in achieving that result."** The Purchaser Class claims were settled by Settling Defendants' payment of **$35,000,000**, payable in three annual installments (January 2007 to January 2009).

On August 1, 2006, the Federal District Court in Orlando, Florida granted final approval of the Settlement as fair, reasonable, and adequate, and in rendering its approval of an award of attorneys' fees and costs to Plaintiffs' Counsel, the Court noted that "Plaintiffs' counsel pursued this complex case diligently, competently and professionally" and "achieved a successful result." More than 100,000 class members received notice of the proposed settlement and no substantive objection to the settlement, plan of allocation or fee petition was voiced by any class member.

Representative Cases

Securities Cases Involving Real Estate Investments

***In re Real Estate Associates Limited Partnership Litigation*, Case No. CV 98-7035, United States District Court, Central District of California.**

Chimicles Schwartz Kriner & Donaldson-Smith LLP achieved national recognition for obtaining, in a federal securities fraud action, the first successful plaintiffs' verdict under the PSLRA. Senior partner Nicholas E. Chimicles was Lead Trial Counsel in the six-week jury trial in federal court in Los Angeles, in October 2002. The jury verdict, in the amount of $185 million (half in compensatory damages; half in punitive damages), was ranked among the top 10 verdicts in the nation for 2002. After the court reduced the punitive damage award because it exceeded California statutory limits, the case settled for $83 million, representing full recovery for the losses of the class**.** At the final hearing, held in November 2003, the Court praised Counsel for achieving both a verdict and a settlement that "qualif[ied] as an exceptional result" in what the Judge regarded as "a very difficult case…" In addition, the Judge noted the case's "novelty and complexity…and the positive reaction of the class. Certainly, there have been no objections, and I think Plaintiffs' counsel has served the class very well."

Case Summary: In August of 1998, over 17,000 investors ("Investor Class") in 8 public Real Estate Associates Limited Partnerships ("REAL Partnerships") were solicited by their corporate managing general partner, defendant National Partnership Investments Corp. ("NAPICO"), and other Defendants via Consent Solicitations filed with the Securities and Exchange Commission ("SEC"), to vote in favor of the sale of the REAL Partnerships' interests in 98 limited partnerships ("Local Partnerships"). In a self-dealing and interested transaction, the Investor Class was asked to consent to the sale of these interests to NAPICO's affiliates ("REIT Transaction"). In short, Plaintiffs alleged that defendants structured and carried out this wrongful and self-dealing transaction based on false and misleading statements, and omissions in the Consent Solicitations, resulting in the Investor Class receiving grossly inadequate consideration for the sale of these interests. Plaintiffs' expert valued these interests to be worth a minimum of $86,523,500 (which does not include additional consideration owed to the Investor Class), for which the Investor Class was paid only $20,023,859.

Plaintiffs and the Certified Class asserted claims under Section 14 of the Securities Exchange Act of 1934 ("the Exchange Act"), alleging that the defendants caused the Consent Solicitations to contain false or misleading statements of material fact and omissions of material fact that made the statements false or misleading. In addition, Plaintiffs asserted that Defendants breached their fiduciary duties by using their positions of trust and authority for personal gain at the expense of the Limited Partners. Moreover, Plaintiffs sought equitable relief for the Limited Partners including, among other things, an injunction under Section 14 of the Exchange Act for violation of the "anti-bundling rules" of the SEC, a declaratory judgment decreeing that defendants were not entitled to indemnification from the REAL Partnerships.

Trial: This landmark case is the *first* Section 14 – proxy law- securities class action seeking damages, a significant monetary recovery, for investors that has been tried, and ultimately won, before a jury anywhere in the United States since the enactment of the Private Securities Litigation Reform Act of 1995 ("PSLRA"). Trial began on October 8, 2002 before a federal court jury in Los Angeles. The jury heard testimony from over 25 witnesses, and trial counsel moved into evidence approximately 4,810 exhibits; out of those 4,810 exhibits, witnesses were questioned about, or referred to, approximately 180 exhibits.

Representative Cases

Securities Cases Involving Real Estate Investments

On November 15, 2002, the ten-member jury, after more than four weeks of trial and six days of deliberation, unanimously found that Defendants knowingly violated the federal proxy laws and that NAPICO breached its fiduciary duties, and that such breach was committed with oppression, fraud and malice. The jury's unanimous verdict held defendants liable for compensatory damages of $92.5 million in favor of the Investor Class. On November 19, 2002, a second phase of the trial was held to determine the amount of punitive damages to be assessed against NAPICO. The jury returned a verdict of $92.5 million in punitive damages. In total, trial counsel secured a unanimous jury verdict of $185 million on behalf of the Investor Class.

With this victory, Mr. Chimicles and the trial team secured the 10th largest verdict of 2002. (See, National Law Journal, "The Largest Verdicts of 2002", February 2, 3003; National Law Journal, "Jury Room Rage", Feb. 3. 2002). Subsequent to post-trial briefing and rulings, in which the court reduced the punitive damage award because it exceeded California statutory limits, the case settled for $83 million. The settlement represented full recovery for the losses of the class.

Prosecuting and trying this Case required dedication, tenacity, and skill: This case involved an extremely complex transaction. As Lead Trial Counsel, CSK&D was faced with having to comprehensively and in an understandable way present complex law, facts, evidence and testimony to the jury, without having them become lost (and thus, indifferent and inattentive) in a myriad of complex terms, concepts, facts and law. The trial evidence in this case originated almost exclusively from the documents and testimony of Defendants and their agents. As Lead Trial Counsel, CSK&D was able, through strategic cross-examination of expert witnesses, to effectively stonewall defendants' damage analysis. In addition, CSK&D conducted thoughtful and strategic examination of defendants' witnesses, using defendants' own documents to belie their testimony.

The significance of the case: The significance of this trial and the result are magnified by the public justice served via this trial and the novelty of issues tried. This case involved a paradigm of corporate greed, and CSK&D sent a message to not only the Defendants in this Action, but to all corporate fiduciaries, officers, directors and partners, that it does not pay to steal, lie and cheat. There needs to be effective deterrents, so that "corporate greed" does not pay. The diligent and unrelenting prosecution and trial of this case by CSK&D sent that message.

Moreover, the issues involved were novel and invoked the application of developing case law that is not always uniformly applied by the federal circuit courts. In Count I, Plaintiffs alleged that defendants violated § 14 of the Exchange Act. Subsequent to the enactment of the PLSRA, the primary relief sought and accorded for violations of the proxy laws is a preliminary injunction. Here, the consummation of the REIT Transaction foreclosed that form of relief. Instead, Plaintiffs' Counsel sought significant monetary damages for the Investor Class on account of defendants' violations of the federal proxy laws. CSK&D prevailed in overcoming defendants' characterization of the measure of damages that the Investor Class was required to prove (defendants argued for a measure of damages equivalent to the difference in the value of the security prior to and subsequent to the dissemination of the Consent Solicitations), and instead, successfully recouped damages for the value of the interests and assets given up by the Investor Class. The case is important in the area of enforcement of fiduciary duties in public partnerships which are a fertile ground for unscrupulous general partners to cheat the public investors.

Representative Cases

Securities Cases Involving Real Estate Investments

Aetna Real Estate Associates LP

Nicholas Chimicles and Pamela Tikellis represented a Class of unitholders who sought dissolution of the partnership because the management fees paid to the general partners were excessive and depleted the value of the partnership. The Settlement, valued in excess of $20 million, included the sale of partnership property to compensate the class members, a reduction of the management fees, and a special cash distribution to the class.

***City of St. Clair Shores General Employees Retirement System, et al. v. Inland Western Retail Real Estate Trust, Inc., Case No. 07 C 6174*, United States District Court, Northern District of Illinois .**

CSK&D was principal litigation counsel for the plaintiff class of stockholders that challenged the accuracy of a proxy statement that was used to secure stockholder approval of a merger between an external advisor and property managers and the largest retail real estate trust in the country. In 2010, in a settlement negotiation lead by the Firm, we succeeded in having $90 million of a stock, or 25% of the merger consideration, paid back to the REIT.

***Wells and Piedmont Real Estate Investment Trust, Inc., Securities Litigation, Case Nos. 1:07-cv-00862, 02660*, United States District Court, Northern District of Georgia.**

CSK&D served as co-lead counsel in this federal securities class action on behalf of Wells REIT/Piedmont shareholders. Filed in 2007, this lawsuit charged Wells REIT, certain of its directors and officers, and their affiliates, with violations of the federal securities laws for their conducting an improper, self-dealing transaction and recommending that shareholders reject a mid-2007 tender offer made for the shareholders' stock. On the verge of trial, the Cases settled for $7.5 million and the Settlement was approved in 2013.

***In re Cole Credit Property Trust III, Inc. Derivative and Class Litigation, Case No. 24-C-13-001563,* Circuit Court for Baltimore City.**

In this Action filed in 2013, CSK&D, as chair of the executive committee of interim class counsel, represents Cole Credit Property Trust III ("CCPT III") investors, who were, without their consent, required to give Christopher Cole (CCPT III's founder and president) hundreds of millions of dollars' worth of consideration for a business that plaintiffs allege was worth far less. The Action also alleges that, in breach of their fiduciary obligations to CCPT III investors, CCPT III's Board of Directors pressed forward with this wrongful self-dealing transaction rebuffing an offer from a third party that proposed to acquire the investors' shares in a $9 billion dollar deal. Defendants have moved to dismiss the complaint, and plaintiffs have filed papers vigorously opposing the motion.

Representative Cases

Securities Cases Involving Real Estate Investments

Roth v. The Phoenix Companies, Inc. and U.S. Bank National Association, in its capacity as Indenture Trustee, Index No. 650634/2016 (N.Y. Sup. Ct.).

CSK&D served as lead counsel in this action on behalf of bondholders in connection with a 2015 going-private merger. In early 2016, Phoenix sought Bondholder's consent to amend the Company's Indenture to severely limit Bondholder's access to financial information and to allow the Trustee to waive certain of its oversight responsibilities. CSK&D promptly filed a complaint seeking injunctive relief, and within seven days, CSK&D secured material benefits for Bondholders, including, most significantly, ongoing access to material financial and corporate information which increased the value of the Bonds by $17.5 million and secured ongoing liquidity for the Bonds. In approving the settlement, the Court stated that "I think the plaintiffs were successful in getting everything they could have gotten …. I think it's a great settlement."

Gamburg, et al., v. Hines Real Estate Investment Trust, Inc., et al, Case No. 24C16004496 (Cir. Ct. Baltimore City, MD).

CSK&D served as co-lead counsel in this direct and derivative action filed in 2016 on behalf of Hines REIT and its stockholders which challenges various self-dealing conduct by the managers and directors of Hines REIT. The action alleged, among other things, that $15 million in fees were paid to affiliates in violation of contractual and fiduciary duties. Defendants moved to dismiss the action, and the Court held a hearing in December 2015. In an expedited partial ruling on an issue of first impression, the Court held that plaintiffs were entitled to proceed with their derivative claims even subsequent to the then-impending liquidation – a crucial initial decision in favor of the stockholders that preserved rights that could have otherwise been extinguished upon the liquidation. While the Court's ruling on the remaining issues raised in Defendants' motion was pending, the parties reached a settlement in January 2018. On June 6, 2018 the court granted final approval of the Settlement which provides for the cash payment of $3.25 million, which represents a recovery of over 20% of the fees paid to affiliates.

***In re Empire State Realty Trust, Inc. Investor Litigation, Case 650607/2012,* New York Supreme Court.**

In this action filed in 2012, CSK&D represents investors who own the Empire State Building, as well as several other Manhattan properties, whose interests and assets are proposed to be consolidated into a new entity called Empire State Realty Trust Inc. The investors filed an action against the transaction's chief proponents, members of the Malkin family, certain Malkin-controlled companies, and the estate of Leona Helmsley, claiming breaches of fiduciary for, among other things, such proponents being disproportionately favored in the transaction. A Settlement of the Litigation has been reached and was approved in full by the Court. The Settlement consists of: a cash settlement fund of $55 million, modifications to the transaction that result in an over $100 million tax deferral benefit to the investors, and defendants will provide additional material information to investors about the transaction.

Representative Cases

Securities Cases Involving Real Estate Investments

***Delaware County Employees Retirement Fund v. Barry M. Portnoy, et al.*, Case No. 1:13-cv-10405, United States District Court, District Court of Massachusetts.**

CSK&D is lead counsel in an action pending in federal court in Boston filed on behalf of Massachusetts-based CommonWealth REIT ("CWH") and its shareholders against CWH's co-founder Barry Portnoy and his son Adam Portnoy ("Portnoys"), and their wholly-owned entity Reit Management & Research, LLC ("RMR"), and certain other former and current officers and trustees of CWH (collectively, "Defendants"). The Action alleges a long history of management abuse, self-dealing, and waste by Defendants, which conduct constitutes violations of the federal securities laws and fiduciary duties owed by Defendants to CWH and its shareholders. Plaintiff seeks damages and to enjoin Defendants from any further self-dealing and mismanagement. The Defendants sought to compel the Plaintiff to arbitrate the claims, and Plaintiff has vigorously opposed such efforts on several grounds including that CWH and its shareholders did not consent to arbitration and the arbitration clause is facially oppressive and illegal. The parties are awaiting the Court's ruling on that matter.

Representative Cases

Securities Cases (Non-Real Estate)

Westmoreland County v. Inventure Foods, Case No. CV2016-002718 (Super. Ct. Ariz.)

In this securities shareholder class action, CSK&D served as Lead Counsel against Inventure Foods, and certain of its officers and underwriters, arising out of the company's secondary stock offering held in September 2014. As portfolio monitoring counsel for Westmoreland, CSK&D first identified that the company's stock price had suffered a precipitous decline, rather soon after the offering, due to troubles at the Company's manufacturing facility, including a major food recall. Before filing a complaint, CSK&D investigated the potential causes of the problems – including securing documents from the FDA and GA Department of Agriculture, talking to former employees and engaging a listeria expert. Subsequent to the investigation, CSK&D filed the first complaint alleging that the Defendants violated the Securities Act of 1933 by issuing a false and misleading Registration Statement and Prospectus in connection with the stock offering. In a pair of rulings entered on February 24, 2017, and August 4, 2017, the Court rejected defendants' motions to dismiss the action. The parties proceeded with Mediation and reached a proposed Settlement which was preliminarily approved by the court on June 6, 2018. On November 2, 2018 the court granted final approval of the settlement which recovers over 35% of damages for investors (which percentage even assumes all offering shares were damaged).

***Orrstown Financial Services, Inc., et al,* Securities Litigation, Case No. 12-cv-00793 United States District Court, Middle District of Pennsylvania.**

In this federal securities fraud class action filed in 2012, CSK&D serves as Lead Counsel on behalf of Lead Plaintiff Southeastern Pennsylvania Transportation Authority (SEPTA). The action alleges that Orrstown bank, its holding company, and certain of its officers, violated the Securities Exchange Act by misleading investors concerning material information about Orrstown's loan portfolio, underwriting practices, and internal controls. CSK&D investigated the cause of the decline which included reviewing Orrstown's filings with the SEC, making FOIA requests on the Federal Reserve Bank of Philadelphia and the PA Department of Banking, and interviewing former employees of Orrstown. The Court denied in large part Defendants' motions to dismiss, and the parties are currently engaged in discovery. This case demonstrates CSK&D's ability to identify potential claims, fully investigate them, bring litigation on behalf of a pension fund, secure appointment of lead plaintiff for its client and then vigorously prosecute the case.

***ML-Lee Litigation, ML Lee Acquisition Fund L.P.* and *ML-Lee Acquisition Fund II L.P.* and *ML-Lee Acquisition Fund (Retirement Accounts)*, (C.A. Nos. 92-60, 93-494, 94-422, and 95-724), United States District Court, District of Delaware.**

CSK&D represented three classes of investors who purchased units in two investment companies, ML-Lee Funds (that were jointly created by Merrill Lynch and Thomas H. Lee). The suits alleged breaches of the federal securities laws, based on the omission of material information and the inclusion of material misrepresentations in the written materials provided to the investors, as well as breaches of fiduciary duty and common law by the general partners in regard to conduct that benefited them at the expense of the limited partners. The complaint included claims under the often-ignored Investment Company Act of 1940, and the case witnessed numerous opinions that are considered seminal under the ICA. The six-year litigation resulted in **$32 million** in cash and other benefits to the investors.

Representative Cases

Securities Cases (Non-Real Estate)

***In re Colonial BancGroup, Inc. Securities Litigation*, Case No. 09-CV-00104, United States District Court, Middle District of Alabama.**

CSK&D is actively involved in prosecuting this securities class action arising out of the 2009 failure of Colonial Bank, in which Norfolk County Retirement System, State-Boston Retirement System, City of Brockton Retirement System, and Arkansas Teacher Retirement System are the Court-appointed lead plaintiffs. The failure of Colonial Bank was well-publicized and ultimately resulted in several criminal trials and convictions of Colonial officers and third parties involved in a massive fraud in Colonial's mortgage warehouse lending division. The pending securities lawsuit includes allegations arising out of the mortgage warehouse lending division fraud, as well as allegations that Colonial misled investors concerning its operations in connection with two public offerings of shares and bonds in early 2008, shortly before the Bank's collapse. In April 2012, the Court approved a $10.5 million settlement of Plaintiffs' claims against certain of Colonial's directors and officers. Plaintiffs' claims against Colonial's auditor, PwC, and the underwriters of the 2008 offerings are ongoing.

***Continental Illinois Corporation Securities Litigation*, Civil Action No. 82 C 4712, United States District Court, Northern District of Illinois.**

Nicholas Chimicles served as lead counsel for the shareholder class in this action alleging federal securities fraud. Filed in the federal district court in Chicago, the case arose from the 1982 oil and gas loan debacle that ultimately resulted in the Bank being taken over by the FDIC. The case involved a twenty-week jury trial conducted by Mr. Chimicles in 1987. Ultimately, the Class recovered nearly $40 million.

***PaineWebber Limited Partnerships Litigation, 94 Civ. 8547,* United States District Court, Southern District of New York .**

The Firm was chair of the plaintiffs' executive committee in a case brought on behalf of tens of thousands of investors in approximately 65 limited partnerships that were organized or sponsored by PaineWebber. In a landmark settlement, investors were able to recover $200 million in cash and additional economic benefits following the prosecution of securities law and RICO (Racketeer Influenced and Corrupt Organizations Act) claims.

Representative Cases

Delaware and Other Merger and Acquisition Suits

In re: Starz Shareholder Litigation, Cons. C.A. No. 12584-VCG (Del. Ct. Ch.)

In this stockholder class action, CSK&D served as co-lead counsel in this stockholder class action lawsuit against Starz, its controlling stockholder, John C. Malone ("Malone"), and certain of its officers and directors, arising out of the acquisition of Starz by Lions Gate Entertainment Corp. ("Lions Gate") (the "Merger"). Pursuant to the Merger, Malone who is also a director of Lions Gate, was to receive superior consideration, including voting rights in Lions Gate, while the remaining Starz stockholders would receive less valuable consideration and lose their voting rights. The Action alleges that the process undertaken by the Starz's board of directors in connection with the Merger was orchestrated by Malone and tainted by multiple conflicts. The Complaint also alleges that the consideration proposed is unfair and represents an effort by Malone to enlarge his already-massive media empire and to ensure his control position, to the detriment of Starz's minority stockholders. On August 16, 2016, the Court appointed Norfolk County as Co-Lead Plaintiff and CSK&D, specifically Robert Kriner, as Co-Lead Counsel. After a 2-day mediation session in August 2018, the parties have reached a proposed settlement of a $92.5 million payment to former shareholder of Starz. The Settlement Agreement and supporting papers were filed with the court on October 9, 2018, and the court has scheduled the settlement hearing for December 10, 2018.

***In re Sanchez Energy Derivative Litigation*, C.A. No. 9132-VCG (Del. Ch.).**

In this derivative action, CSK&D served as co-lead counsel for plaintiffs in this derivative action which challenged the acquisition by Sanchez Energy Corporation of assets in the Tuscaloosa Marine Shale from Sanchez Resources LLC, an affiliate of Sanchez Energy's CEO, Tony Sanchez, III, and Executive Chairman Tony Sanchez, Jr. The case alleged wrongful self-dealing in the acquisition in which Sanchez Energy paid the affiliate acreage prices which far exceeded prices paid in comparable transactions. On November 6, 2017, the Delaware Court of Chancery approved a Settlement valued at more than $30 million. In approving the Settlement, the Court characterized it as a very good result in CSK&D having obtained a substantial portion of the home-run damages available at trial.

***In re Freeport-McMoran Sulphur, Inc. Shareholder Litigation*, C.A. No. 16729, Delaware Court of Chancery.**

In this shareholder class action, CSK&D served as Lead Plaintiffs' Counsel representing investors in a stock-for-stock merger of two widely held public companies, seeking to remedy the inadequate consideration the stockholders of Sulphur received as part of the merger. In June 2005, the Court of Chancery denied defendants' motions for summary judgment, allowing Plaintiffs to try each and every breach of fiduciary duty claim asserted in the Action. In denying defendants' motions for summary judgment the Court held there were material issues of fact regarding certain board member's control over the Board including the Special Committee members and the fairness of the process employed by the Special Committee implicating the duty of entire fairness and raising issues regarding the validity of the Board action authorizing the merger. The decision has broken new ground in the field of corporate litigation in Delaware. Before the trial commenced, Plaintiffs and Defendants agreed in principle to settle the case. The settlement, which was approved in April 2006, provides for a cash fund of $17,500,000.

Representative Cases

Delaware and Other Merger and Acquisition Suits

***In re Genentech, Inc. Shareholders Litigation*, C.A. No. 3911-VCS, Delaware Court of Chancery.**

In this shareholder class action, CSK&D served as Co-Lead Counsel representing minority stockholders of Genentech, Inc. in an action challenging actions taken by Roche Holdings, Inc. ("Roche") to acquire the remaining approximately 44% of the outstanding common stock of Genentech, Inc. ("Genentech") that Roche did not already own. In particular, Plaintiffs challenged that Roche's conduct toward the minority was unfair and violated pre-existing governance agreements between Roche and Genentech. During the course of the litigation, Roche increased its offer from $86.50 per share to %95 per share, a $4 billion increase in value for Genentech's minority shareholders. That increase and other protections for the minority provided the bases for the settlement of the action, which was approved by the Court of chancery on July 9, 2009.

***In re Kinder Morgan Shareholder Litigation*, C.A. No. 06-c-801, District Court of Shawnee County, Kansas**

In this shareholder class action, CSK&D served as Co-Lead Counsel representing former stockholders of Kinder Morgan, Inc. (KMI) in an action challenging the acquisition of Kinder Morgan by a buyout group lead by KMI's largest stockholder and Chairman, Richard Kinder. Plaintiffs alleged that Mr. Kinder and a buyout group of investment banks and private equity firms leveraged Mr. Kinder's knowledge and control of KMI to acquire KMI for less than fair value. As a result of the litigation, Defendants agreed to pay $200 million into a settlement fund, believed to be the largest of its kind in any buyout-related litigation. The district Court of Shawnee County, Kansas approved the settlement on November 19, 2010.

***In re Chiron Shareholder Deal Litigation*, Case No. RG05-230567 (Cal. Super.) & *In re Chiron Corporation Shareholder Litigation*, C.A. No. 1602-N, Delaware Court of Chancery**

CSK&D represents stockholders of Chiron Corporation in an action which challenged the proposed acquisition of Chiron Corporation by its 42% stockholder, Novartis AG. Novartis announced a $40 per share merger proposal on September 1, 2005, which was rejected by Chiron on September 5, 2005. On October 31, Chiron announced an agreement to merge with Novartis at a price of $45 per share. CSK&D was co-lead counsel in the consolidated action brought in the Delaware Court of Chancery. Other similar actions were brought by other Chiron shareholders in the Superior Court of California, Alameda City. The claims in the Delaware and California actions were prosecuted jointly in the Superior Court of California. CSK&D, together with the other counsel for the stockholders, obtained an order from the California Court granting expedited proceedings in connection with a motion preliminary to enjoin the proposed merger. Following extensive expedited discovery in March and April, 2006, and briefing on the stockholders' motion for injunctive relief, and just days prior to the scheduled hearing on the motion for injunctive relief, CSK&D, together with Co-lead counsel in the California actions, negotiated an agreement to settle the claims which included, among other things, a further increase in the merger price to $48 per share, or an additional $330 million for the public stockholders of Chiron. On July 25, 2006, the Superior Court of California, Alameda County, granted final approval to the settlement of the litigation.

Representative Cases

Delaware and Other Merger and Acquisition Suits

Gelfman v. Weeden Investors, L.P., Civ. Action No. 18519-NC, Delaware Court of Chancery

Chimicles Schwartz Kriner & Donaldson-Smith LLP served as class counsel, along with other plaintiffs' firms, in this action against the Weeden Partnership, its General Partner and various individual defendants filed in the Court of Chancery in the State of Delaware. In this Class Action, Plaintiffs alleged that Defendants breached their fiduciary duties to the investors and breached the Partnership Agreement. The Delaware Chancery Court conducted a trial in this action which was concluded in December 2003. Following the trial, the Chancery Court received extensive briefing from the parties and heard oral argument. On June 14, 2004, the Chancery Court issued a memorandum opinion, which was subsequently modified, finding that the Defendants breached their fiduciary duties and the terms of the Partnership Agreement, with respect to the investors, and that Defendants acted in bad faith ("Opinion"). This Opinion from the Chancery Court directed an award of damages to the classes of investors, in addition to other relief. In July 2004, Class Counsel determined that it was in the best interests of the investors to settle the Action for over 90% of the value of the monetary award under the Opinion (over $8 million).

I.G. Holdings Inc., et al. v. Hallwood Realty, LLC, et al., C.A. No. 20283, Delaware Court of Chancery.

In the Delaware Court of Chancery, C& T represented the public unitholders of Hallwood Realty L.P. The action challenged the general partner's refusal to redeem the Partnership's rights plan or to sell the Partnership to maximize value for the public unitholders. Prior to the filing of the action, the Partnership paid no distributions and Units of the Partnership normally traded in the range of $65 to $85 per unit. The prosecution of the action by CSK&D caused the sale of the Partnership, ultimately yielding approximately $137 per Unit for the unitholders plus payment of the attorneys' fees of the Class.

Representative Cases

Delaware and Other Merger and Acquisition Suits

***Southeastern Pennsylvania Transportation Authority v. Josey*, et. al., C.A. No. 5427, Delaware Court of Chancery.**

Chimicles Schwartz Kriner & Donaldson-Smith served as class counsel in this action challenging the acquisition of Mariner Energy, Inc. by Apache Corporation. Following expedited discovery, CSK&D negotiated a settlement which led to the unprecedented complete elimination of the termination fee from the merger agreement and supplemental disclosures regarding the merger. On March 15, 2011, the Delaware Court of Chancery granted final approval to the settlement of the litigation.

***In re Pepsi Bottling Group, Inc. Shareholders Litigation*, C.A. No. 4526, Delaware Court of Chancery.**

The Firm served as class counsel, along with several other firms challenging PepsiCo's buyout of Pepsi Bottling Group, Inc. CSK&D's efforts prompted PepsiCo to raise its buyout offer for Pepsi Bottling Group, Inc. by approximately $1 billion and take other steps to improve the buyout on behalf of public stockholders.

***In re Atlas Energy Resources LLC, Unitholder Litigation*, Consol C.A. No. 4589, Delaware Court of Chancery.**

The Firm was co-lead counsel in an action challenging the fairness of the acquisition of Atlas Energy Resources LLC by its controlling shareholder, Atlas America, Inc. After over two-years of complex litigation, the Firm negotiated a $20 million cash settlement, which was finally approved by the court on May 14, 2012.

***In re J. Crew Group, Inc. S'holders Litigation*, C.A. No. 6043, Delaware Court of Chancery.**

The Firm was co-lead counsel challenging the fairness of a going private acquisition of J.Crew by TPG and members of J.Crew's management. After hard-fought litigation, the action resulted in a settlement fund of $16 million and structural changes to the go-shop process, including an extension of the go-shop process, elimination of the buyer's informational and matching rights and requirement that the transaction to be approved by a majority of the unaffiliated shareholders. The settlement was finally approved on December 16, 2011.

Representative Cases

Delaware and Other Merger and Acquisition Suits

***In re McKesson Derivative Litigation, Saito*, et al. v. McCall, et al., C.A. No. 17132, Delaware Court of Chancery.**

As Lead Counsel in this stockholder derivative action, CSK&D challenged the actions of the officers, directors and advisors of McKesson and HBOC in proceeding with the merger of the two companies when their managements were allegedly aware of material accounting improprieties at HBOC. In addition, CSK&D also brought (under Section 220 of the Delaware Code) a books and records case to discover information about the underlying events. CSK&D successfully argued in the Delaware Courts for the production of the company's books and records which were used in the preparation of an amended derivative complaint in the derivative case against McKesson and its directors. Seminal opinions have issued from both the Delaware Supreme Court and Chancery Court about Section 220 actions and derivative suits as a result of this lawsuit. Plaintiffs agreed to a settlement of the derivative litigation subject to approval by the Delaware Court of Chancery, pursuant to which the Individual Defendants' insurers will pay $30,000,000 to the Company. In addition, a claims committee comprised of independent directors has been established to prosecute certain of Plaintiffs' claims that will not be released in connection with the proposed settlement. Further, the Company will maintain important governance provisions among other things ensuring the independence of the Board of Directors from management. On February 21, 2006, the Court of Chancery approved the Settlement and signed the Final Judgment and Order and Realignment Order.

***Barnes & Noble Inc.,* C.A. No. 4813, Delaware Court of Chancery.**

CSK&D served as Co-Lead Counsel in a shareholder lawsuit brought derivatively on behalf of Barnes & Noble ("B&N") alleging wrongdoing by the B&N directors for recklessly causing B&N to acquire Barnes & Noble College Booksellers, Inc. ("College Books") the "Transaction") from B&N's founder, Chairman and controlling stockholder, Leonard Riggio ("Riggio") at a grossly excessive price, subjecting B&N to excessive risk. The case settled for nearly $30 million and finally approved by the court on September 4, 2012.

***Sample v. Morgan*, et. al., C.A. No. 1214-VCS, Delaware Court of Chancery.**

Action alleging that members of the board of directors of Randall Bearings, Inc. breached their fiduciary duties to the company and its stockholders and committed corporate waste. The action resulted in an eve-of-trial settlement including revocation of stock issued to insiders, a substantial cash payment to the corporation and reformation of the Company's corporate governance. The Court finally approved the settlement on August 5, 2008.

***Manson v. Northern Plain Natural Gas Co*., LLC, et. al., C.A. No. 1973-N, Delaware Court of Chancery.**

Chimicles Schwartz Kriner & Donaldson-Smith served as counsel in a class and derivative action asserting contract and fiduciary duty claims stemming from dropdown asset transactions to a partnership from an affiliate of its general partner. The case settled for a substantial adjustment (valued by Plaintiff's expert to be worth more than $100 million) to the economic terms of units issued by the partnership in exchange for the assets. The settlement was finally approved by the Court on January 18, 2007.

Representative Cases

Consumer Cases

***Lockabey v. American Honda Motors Co., Inc.*, Case No. 37-2010-00087755-CU-BT-CTL, San Diego County Superior Court**

Mr. Chimicles is co-lead counsel in a nationwide class action involving fuel economy problems encountered by purchasers of Honda Civic Hybrids ("HCH"). *Lockabey v. American Honda Motors Co., Inc.*, Case No. 37-2010-00087755-CU-BT-CTL (Super. Ct. San Diego). After nearly five years of litigation in both the federal and state courts in California, a settlement benefiting nearly 450,000 consumers who had leased or owned HCH vehicles from model years 2003 through 2009. Following unprecedented media scrutiny and review by the attorneys general of each state as well as major consumer protection groups, the settlement was approved on March 16, 2012 in a 40 page opinion by the Honorable Timothy B. Taylor of the San Diego County (CA) Superior Court in which the Court stated:

> *The court views this as a case which was difficult and risky… The court also views this as a case with significant public value which merited the 'sunlight' which Class Counsel have facilitated..*

Depending on the number of claims that are filed (deadline will not expire until 6 months after a pending single appeal is resolved), the Class will garner benefits ranging from $100 million to $300 million.

***In re Pennsylvania Baycol: Third-Party Payor Litigation*, Case No. 001874, Court of Common Pleas, Philadelphia County**.

In connection with the withdrawal by Bayer of its anti-cholesterol drug Baycol, CSK&D represents various Health and Welfare Funds, including the Pennsylvania Employees Benefit Trust Fund, and a certified national class of "third party payors" seeking damages for the sums paid to purchase Baycol for their members/insureds and to pay for the costs of switching their members/insureds from Baycol to an another cholesterol-lowering drug. The Philadelphia Court of Common Pleas granted plaintiffs' motion for summary judgment as to liability; this is the first and only judgment that has been entered against Bayer anywhere in the United States in connection with the withdrawal of Baycol. The Court subsequently certified a national class, and the parties reached a settlement (recently approved by the court) in which Bayer agreed to pay class members a net recovery that approximates the maximum damages (including pre-judgment interest) suffered by class members. The class settlement negotiated by CSK&D represents a net recovery for third party payors that is between double and triple the net recovery pursuant to a non-litigated settlement negotiated by lawyers representing third party payors such as AETNA and CIGNA that was made available to and accepted by numerous other third party payors (including the TRS). CSK&D had advised its clients to reject that offer and remain in the now settled class action. On June 15, 2006 the court granted final approval of the settlement.

Representative Cases

Consumer Cases

Shared Medical Systems 1998 Incentive Compensation Plan Litigation, Philadelphia County Court of Common Pleas, Commerce Program, No. 0885.

Chimicles Schwartz Kriner & Donaldson-Smith LLP is lead counsel in this action brought in 2003 in the Philadelphia County Court of Common Pleas. The case was brought on behalf of approximately 1,300 persons who were employees of Defendant Siemens Medical Solutions Health Services Corporation (formerly Shared Medical Systems, Inc.) who had their 1998 incentive compensation plan ("ICP") compensation reduced 30% even though the employees had completed their performance under the 1998 ICP contracts and had earned their incentive compensation based on the targets, goals and quotas in the ICPs. The Court had scheduled trial to begin on February 4, 2005. On the eve of trial, the Court granted Plaintiffs' motion for summary judgment as to liability on their breach of contract claim. With the rendering of that summary judgment opinion on liability in favor of Plaintiffs, the parties reached a settlement in which class members will receive a net recovery of the full amount of the amount that their 1998 ICP compensation was reduced. On May 5, 2005, the Court approved the settlement, stating that the case "should restore anyone's faith in class actions as a reasonable way of proceeding on reasonable cases."

***Wong v. T-Mobile USA, Inc.*, Case No. CV 05-cv-73922-NGE-VMM, United States District Court, Eastern District of Michigan.**

Chimicles Schwartz Kriner & Donaldson-Smith LLP and the Miller Law Firm P.C. filed a complaint alleging that defendant T-Mobile overcharged its subscribers by billing them for data access services even though T-Mobile's subscribers had already paid a flat rate monthly fee of $5 or $10 to receive unlimited access to those various data services. The data services include Unlimited T-Zones, Any 400 Messages, T-Mobile Web, 1000 Text Messages, Unlimited Mobile to Mobile, Unlimited Messages, T-Mobile Internet, T-Mobile Internet with corporate My E-mail, and T-Mobile Unlimited Internet and Hotspot. Chimicles Schwartz Kriner & Donaldson-Smith LLP and the Miller Law Firm defeated a motion by T-Mobile to force resolution of these claims via arbitration and successfully convinced the Court to strike down as unconscionable a provision in T-Mobile's subscription contract prohibiting subscribers from bringing class actions. After that victory, the parties reached a settlement requiring T-Mobile to provide class members with a net recovery of the full amount of the un-refunded overcharges with all costs for notice, claims administration, and counsel fees paid in addition to class members' 100% net recovery. The gross amount of the overcharges, which occurred from April 2003 through June 2006, is approximately $6.7 million. To date, T-Mobile has refunded approximately $4.5 million of those overcharges. A significant portion of those refunds were the result of new policies T-Mobile instituted after the filing of the Complaint. Pursuant to the Settlement, T-Mobile will refund the remaining $2.2 million of un-refunded overcharges.

***In re Checking Account Overdraft Litig*., No. 1:09-MD-02036-JLK, United States District Court, Southern District of Florida.**

These Multidistrict Litigation proceedings involve allegations that dozens of banks reorder and manipulate the posting order of consumer debit transactions to maximize their revenue from overdraft fees. Settlements in excess of $1 billion have been reached with several banks. CSK&D was active in the overall prosecution of these proceedings, and was specifically responsible for prosecuting actions against US Bank (pending $55 million settlement) and Comerica Bank (pending $14.5 million settlement).

Representative Cases

Consumer Cases

***In re Apple iPhone/iPod Warranty Litig.,* No. 10-CV-01610, United States District Court, Northern District of California** .

CSK&D is interim co-lead counsel in this case brought by consumers who allege that that Apple improperly denied warranty coverage for their iPhone and iPod Touch devices based on external "Liquid Submersion Indicators" (LSIs). LSIs are small paper-and-ink laminates, akin to litmus paper, which are designed to turn red upon exposure to liquid. Plaintiffs alleged that external LSIs are not a reliable indicator of liquid damage or abuse and, therefore, Apple should have provided warranty coverage. The district court recently granted preliminary approval to a settlement pursuant to which Apple has agreed to pay $53 million to settle these claims.

***Henderson v. Volvo Cars of North America LLC, et al.,* No. 2:09-CV-04146-CCC-JAD, United States District Court, District of New Jersey.**

CSK&D was lead counsel in this class action lawsuit brought behalf of approximately 90,000 purchasers and lessees of Volvo vehicles that contained allegedly defective automatic transmissions. After the plaintiffs largely prevailed on a motion to dismiss, the district court granted final approval to a nationwide settlement in March 2013.

***In re Philips/Magnavox Television Litig.*, No. 2:09-cv-03072-CCC-JAD, United States District Court, District of New Jersey.**

This class action was brought by consumers who alleged that a defective electrical component was predisposed to overheating, causing their televisions to fail prematurely. After the motion to dismiss was denied in large part, the parties reached a settlement in excess of $4 million.

***Physicians of Winter Haven LLC, d/b/a Day Surgery Center v. STERIS Corporation*, No. 1:10-cv-00264-CAB, United States District Court, Northern District of Ohio.**

This case was brought on behalf of a class of hospitals and surgery centers that purchased a sterilization device that allegedly did not receive the required pre-sale authorization from the FDA. The case settled for approximately $20 million worth of benefits to class members. CSK&D, which represented an outpatient surgical center, was the sole lead counsel in this case.

***Smith v. Gaiam, Inc.*, No. 09-cv-02545-WYD-BNB, United States District Court, District of Colorado.**

CSK&D was co-lead counsel in this consumer case in which a settlement that provided full recovery to approximately 930,000 class members was achieved.

***In re Certainteed Corp. Roofing Shingle Products Liability Litigation*, No, 07-MDL-1817-LP, United States District Court, Eastern District of Pennsylvania.**

This was a consumer class action involving allegations that CertainTeed sold defective roofing shingles. The parties reached a settlement which was approved and valued by the Court at between $687 to $815 million.

Representative Cases

Antitrust Cases

***In re TriCor Indirect Purchasers Antitrust Litig.*, No. 05-360-SLR, United States District Court, District of Delaware.**

CSK&D was liaison counsel in this indirect purchaser case which resulted in a $65.7 million settlement. The plaintiffs alleged that manufacturers of a cholesterol drug engaged in anticompetitive conduct, such as making unnecessary changes to the formulation of the drug, which was designed to keep generic versions off of the market.

***In re Flonase Antitrust Litig.*, No. 2:08-cv-3301, United States District Court, Eastern District of Pennsylvania.**

CSK&D was liaison counsel and trial counsel on behalf of indirect purchaser plaintiffs in this pending antitrust case. The plaintiffs allege that the manufacturer of Flonase engaged in campaign of filing groundless citizens petitions with the Food and Drug Administration which was designed to delay entry of cheaper, generic versions of the drug. The court has granted class certification, and denied motions to dismiss and for summary judgment filed by the defendant. A $46 million settlement was reached on behalf of all indirect purchasers a few months before trial was to commence.

***In re In re Metoprolol Succinate End-Payor Antitrust Litig.*, No. 1:06-cv-00071, United States District Court, District of Delaware.**

CSK&D was liaison counsel for the indirect purchaser plaintiffs in this case, which involved allegations that AstraZeneca filed baseless patent infringement lawsuits in an effort to delay the market entry of generic versions of the drug Toprol-XL. After the plaintiffs defeated a motion to dismiss, the indirect purchaser case settled for $11 million.

***In re Insurance Brokerage Antitrust Litigation*, No. 2:04-cv-05184-GEB-PS, United States District Court, District of New Jersey.**

This case involves allegations of bid rigging and steering against numerous insurance brokers and insurers. The district court has granted final approval to settlements valued at approximately $218 million.

Exhibit D

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

SOKANKELLY LIM, individually and on behalf of those similarly situated, Plaintiff, vs. **TRADEZERO AMERICA, INC**. Defendant.	NO. 1:24-cv-01196-GBW

DECLARATION OF RICHARD W. SIMMONS OF ANALYTICS CONSULTING LLC IN SUPPORT OF PROPOSED NOTICE PROGRAM

I, Richard W. Simmons, have personal knowledge of the facts and opinions set forth herein, and I believe them to be true and correct to the best of my knowledge. If called to do so, I would testify consistent with the sworn testimony set forth in this Declaration. Under penalty of perjury, I state as follows:

SCOPE OF ENGAGEMENT

1. I am the President of Analytics Consulting LLC ("Analytics")[1]. My company is one of the leading providers of class and collective action notice and claims management programs in the nation. It is my understanding that Analytics' class action consulting practice, including the design and implementation of legal notice campaigns, is the oldest in the country. Through my work, I have personally overseen court-ordered class and collective notice programs in more than 3,000 matters.

[1] In October 2013, Analytics Consulting LLC acquired Analytics, Incorporated. I am the former President of Analytics, Incorporated (also d/b/a "BMC Group Class Action Services"). References to "Analytics" herein include the prior legal entity.

2. This Declaration summarizes: my experience and qualifications; the proposed Notice Program[2] (the "Notice Plan"); and why the Notice Plan will provide the best practicable notice in this matter.

QUALIFICATIONS AND EXPERIENCE

3. Founded in 1970, Analytics has consulted for 55 years regarding the design and implementation of legal notice and claims management programs relating to class and collective action litigation. These engagements include notice and claims administration involving antitrust, civil rights, consumer fraud, data breach, employment, insurance, product defect/liability, and securities litigation.

4. Analytics' clients include corporations, law firms (both plaintiff and defense), and the federal government. Analytics' long-term federal contracts include the following:

a) Since 1998, Analytics has been under contract (six consecutive five-year contracts, renewed in 2023) with the Federal Trade Commission ("FTC") to administer and provide expert advice regarding notice (including published notice) and claims processing in their settlements/redress programs.

b) Since 2012, Analytics has been under contract (two consecutive multi-year contracts, renewed in 2023) with the United States Department of Justice ("DOJ") to administer and provide expert advice regarding notice and claims processing; and,

c) Since 2013, Analytics has been appointed as a Distribution Agent (three consecutive five-year terms, renewed in 2023) by the Securities and Exchange Commission ("SEC") to administer and provide expert advice regarding notice and claims processing.

5. I joined Analytics in 1990 and have 35 years of direct experience in designing and implementing class action settlements and notice campaigns. The notice programs I have managed range in size from fewer than 100 class members to more than 40 million known class members,

[2] All capitalized terms not defined herein have the same meaning as those defined in the Settlement Agreement (the "Settlement," "Settlement Agreement" or "SA").

including some of the largest and most complex notice and claims administration programs in history.

6. I have testified in state and federal courts as to the design and implementation of notice programs, claims processes, and the impact attorney communications has had on claims rates. As has always been my practice, I personally performed or oversaw Analytics' consulting services in each of the cases indicated on my CV, which is attached hereto as **Exhibit A**.

7. I have presented to panels of judges and lawyers on issues regarding class notice, claims processing, and disbursement. In 2011, I was a panelist at the Federal Judicial Center's ("FJC") workshop/meeting regarding class action notice and settlement administration. In 2014, I was interviewed by the CFPB regarding notice and claims administration in class action litigation as part of their study on arbitration and consumer class litigation waivers. In 2016, I worked with the FTC to conduct research regarding: a) the impact of alternate forms of notice on fund participation rates; and, b) the impact of alternate formats of checks on check cashing rates. In 2016, I was an invited participant to the Duke Law Conference on Class Action Settlements regarding electronic notification of class members. In 2017, I was the primary author of the Duke Law Conference on Class Action Settlement's guide to best practices regarding the evaluation of class action notice campaigns (including notice by electronic means). In 2021, I assisted in the development of Rebiej Litigation Law Center's forthcoming Class Action Best Practices Checklist. In 2023, I acted as the primary author for the Rabiej Litigation Law Center's Class Action Best Practices.

8. I have co-authored and presented CLE programs and whitepapers regarding class notice and class action claims administration. In 2016, I co-authored a paper titled "Crafting Digital Class Notices That Actually Provide Notice" (Law360.com, New York (March 10, 2016).

My speaking engagements regarding notice include: *Current Challenges in Claims Administration related to Fraudulent Claims and Artificial Intelligence/Machine Learning*, National Association of Securities and Consumer Attorneys in New York City (2024); *Risks and Regulations: Best Practices that Protect Class Member Confidentiality*, HB Litigation Conference on Class Action Mastery in New York City (2018); *Recent Developments in Class Action Notice and Claims Administration*, Practising Law Institute in New York City (2017); *The Beginning and the End of Class Action Lawsuits*, Perrin Class Action Litigation Conference in Chicago (2017); *Class Action Administration: Data and Technology*, Harris Martin Target Data Breach Conference in San Diego (2014); *Developments in Legal Notice*, accredited CLE Program, presented at Shook Hardy & Bacon, LLP in Kansas City (2013), Halunen & Associates in Minneapolis (2013), and Susman Godfrey in Dallas (2014); and *Class Actions 101: Best Practices and Potential Pitfalls in Providing Class Notice*, CLE Program, presented to the Kansas Bar Association (March 2009).

9. I have been recognized by courts for my opinion as to which method of notification is appropriate for a given case and whether a certain method of notice represents the best notice practicable under the circumstances. Some of the cases in which I testified are:

a) Honorable Stephen J. Murphy III, *Doe 1 v. Deja vu Servs., Inc.*, No. 2:16-cv-10877, ECF No. 77 (E.D. Mich. June 19, 2017):

> *Also, the Plaintiffs certified that notice had been provided in accordance with the Court's preliminary approval order. The notices stated—in clear and easily understandable terms—the key information class members needed to make an informed decision: the nature of the action, the class claims, the definition of the class, the general outline of the settlement, how to elect for a cash payment, how to opt out of the class, how to object to the settlement, the right of class members to secure counsel, and the binding nature of the settlement on class members who do not to opt out.*
>
> * * *
>
> *In addition, the parties took additional steps to provide notice to class members, including through targeted advertisements on social media. The Court finds that the parties have provided the "best notice that is practicable under the*

circumstances," and complied with the requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, and due process.[3]

b) Associate Justice Edward P. Leibensberger, *Geanacopoulos v. Philip Morris USA, Inc.*, No. 9884CV06002, Dkt. No. 230 (Mass. Super. Ct. Sept. 30, 2016):

The Court finds that the plan of Notice as described in paragraphs 12 through 20 of the Settlement Agreement, including the use of email, mail, publication and internet notice, constituted the best notice practicable under the circumstances and constituted due and sufficient notice to the Class.

c) Honorable Edward J. Davila, *In re: Google Referrer Header Privacy Litig.*, No. 5:10-cv-04809, ECF No. 85 (N.D. Cal. Mar. 31, 2015):

On the issue of appropriate notice, the court previously recognized the uniqueness of the class asserted in this case, since it could potentially cover most internet users in the United States. On that ground, the court approved the proposed notice plan involving four media channels: (1) internet-based notice using paid banner ads targeted at potential class members (in English and in Spanish on Spanish-language websites); (2) notice via "earned media" or, in other words, through articles in the press; (3) a website decided solely to the settlement (in English and Spanish versions); and (4) a toll-free telephone number where class members can obtain additional information and request a class notice. In addition, the court approved the content and appearance of the class notice and related forms as consistent with Rule 23(c)(2)(B).

The court again finds that the notice plan and class notices are consistent with Rule 23, and that the plan has been fully and properly implemented by the parties and the class administrator.

d) Honorable Terrence F. McVerry, *Kobylanski. v. Motorola Mobility, Inc.*, No. 2:13-cv-01181, ECF No. 43 (W.D. Pa. Oct. 9, 2014):

The Court finds that the distribution of the Notice to Class Members Re: Pendency of Class Action, as provided for in the Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable under the circumstances to all Persons within the definition of the Class and fully met the requirements of due process under the United States Constitution.

e) Honorable Thomas N. O'Neill, Jr., *In re: CertainTeed Fiber Cement Siding Litig.*, No. 2:11-md-02270, ECF No. 119 (E.D. Pa. Mar. 20, 2014):

Class Members were provided with notice of the settlement in the manner and form set forth in the settlement agreement. Notice was also provided to pertinent state and federal officials. The notice plan was reasonably calculated to give actual

[3] Unless otherwise indicated, citations are omitted and emphasis is added.

notice to Class Members of their right to receive benefits from the settlement or to be excluded from the settlement or object to the settlement. The notice plan met the requirements of Rule 23 and due process.

f) Honorable Robert W. Gettleman, *In re Aftermarket Filters Antitrust Litig.*, No. 1:08-cv-04883, ECF No. 1031 (N.D. Ill. Oct. 25, 2012):

Due and adequate notice of the Settlement was provided to the Class. . . The manner of giving notice provided in this case fully satisfies the requirements of Federal Rule of Civil Procedure 23 and due process, constitutes the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons entitled thereto. A full and fair opportunity was provided to the members of the Class to be heard regarding the Settlements.

g) Honorable Marco A. Roldan, *Plubell v. Merck & Co., Inc.*, NO. 04CV235817-01, Final Judgment and Order (Mo. Cir. Ct. Mar. 15, 2013):

Under the circumstances, the notice of this Settlement provided to Class Members in accordance with the Notice Order was the best notice practicable of the proceedings and matters set forth therein, including the proposed Settlement, to all Persons entitled to such notice, and said notice fully satisfied the requirements due process and Missouri law.

h) Honorable James P. Kleinberg, *Skold v. Intel Corp.*, No. 2005-CV-039231, Order on Motion for Approval (Cal. Super. Ct. Mar. 14, 2013):

The Court finds that Plaintiff's proposed Notice plan has a reasonable chance of reaching a substantial percentage of class members.

i) Honorable J. Phil Gilbert, *Greenville IL v. Syngenta Crop Prot., Inc.*, No 3:10-cv-00188, ECF No. 325 (S.D. Ill. Oct. 23, 2012):

The Notice provided to the Class fully complied with Rule 23, was the best notice practicable, satisfied all constitutional due process requirements, and provides the Court with jurisdiction over the Class Members.

10. In addition to my class action consulting work, I taught a college course in antitrust economics, was a guest lecturer at the University of Minnesota Law School on issues of statistical and economic analysis, was a charter member of the American Academy of Economic and Financial Experts and am a former referee for the Journal of Legal Economics (reviewing and critiquing peer-reviewed articles on the application of economic and statistical analysis to legal issues).

11. This Declaration describes the Notice Program that has been proposed to be implemented in this matter and why it will satisfy Fed. R. Civ. P. 23 and provide due process for members of the proposed Settlement Class. In my opinion, the Notice Program described herein is the best practicable notice under the circumstances and fulfills all due process requirements.

SUMMARY OF NOTICE PLAN

12. The Notice Program is the best notice practicable under the circumstances and fully comports with due process and Fed. R. Civ. P. 23. The Notice Program provides for: 1) a Postcard Notice via U.S. Mail to Settlement Class Members via regular U.S. Mail, and (2) direct notice via email (the Email Notice) to all Settlement Class Members for whom TradeZero has an email address. Additionally, the full-length notice will be mailed or emailed upon request and will be available for download at the Settlement Website.

13. The Notice Program also includes a Settlement Website and toll-free telephone line where individuals can learn more about their rights and responsibilities in the litigation.

14. This Notice Plan, supported by the details outlined below, conforms to the best practices identified in the Federal Judicial Center's (or "FJC") Publication "*Judges' Class Action Notice and Claims Process Checklist and Plain Language Guid*e" (2010) and provides the best practicable notice in this litigation.

CLASS DEFINITION

15. The Settlement Agreement defines the "Class" as:

> "[A]ll individuals residing in the United States whose PII was affected by the Incident." Excluded from the Settlement Class are (1) the Judge presiding over this Action, and members of their direct families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest, and its current or former officers and directors; and (3) Settlement Class Members who submit a request to opt-out prior to the Opt-Out Deadline.

(Settlement Agreement, ⁋ 47)

DIRECT NOTICE

16. The direct notice effort in this matter will consist of emailing notice of the Settlement to each Settlement Class Member for whom TradeZero's systems contain a valid email address. Settlement Class Members will also be sent a Postcard Notice via regular U.S. Mail for whom TradeZero's systems contain a valid mailing address.

Direct E-Mailed Settlement Notice

17. No later than 45 calendar days after the entry of the Preliminary Approval Order, Analytics will cause the Email Notice to be sent to Settlement Class Members who have an email address in the records provided by TradeZero.

18. Before disseminating notice via e-mail, Analytics will analyze the class data records containing an e-mail address. The e-mail addresses will be subjected to an e-mail cleansing process and will be deduplicated. The e-mail cleansing process removes extra spaces, fixes common typographical errors in domain name, and corrects insufficient domain suffixes (e.g., gmal.com to gmail.com, gmail.co to gmail.com, yaho.com to yahoo.com, etc.).

19. The standardized e-mail addresses will then be subject to an e-mail validation process whereby each e-mail address is compared to known invalid e-mail addresses. As an additional step in the validation process, the e-mail address will be verified by contacting the Internet Service Provider ("ISP") to determine if the e-mail address exists.

20. Additionally, Analytics designs e-mail notices to avoid many common "red flags" that might otherwise cause a Class Member's spam filter to block or identify the e-mail notice as spam. For instance, Analytics does not include the Claim Form or Long Form Notice as an attachment to the e-mail notice, because attachments are often interpreted by various Internet

Service Providers ("ISP") as spam. Rather, in accordance with industry best practices, Analytics includes a link to all operative documents so that Class Members can easily access this information.

Direct Mailed Settlement Notice

21. The Postcard Notice will be sent by first-class mail, postage prepaid, to the last-known address, of each Settlement Class Member for whom TradeZero's systems contain a valid mailing address, no later than 45 calendar days after the entry of the Preliminary Approval Order.

22. In preparation for mailing, mailing addresses will be updated using the National Change of Address ("NCOA") database maintained by the United States Postal Service ("USPS")[4]; certified via the Coding Accuracy Support System ("CASS")[5]; and verified through Delivery Point Validation ("DPV").[6] This ensures that all appropriate steps have been taken to send Settlement Notices to current and valid addresses. This address updating process is standard for the industry and is required by the USPS for mailings of this size.

23. Analytics will request that the USPS return (or otherwise notify Analytics) of Postcard Notices with undeliverable mailing addresses. Addresses for these Settlement Class Members will be researched using third-party data to identify potential updated mailing addresses, and a Postcard Notice will be mailed to the Class Member if an updated address becomes available. Additionally, the Class Notice will be mailed to all persons/entities who request one via the toll-free phone number maintained by Analytics.

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[4] The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person's name and last known address.

[5] The CASS is a certification system used by the USPS to ensure the quality of ZIP +4 coding systems.

[6] Records that are ZIP +4 coded are then sent through Delivery Point Validation ("DPV") to verify the address and identify Commercial Mail Receiving Agencies. DPV verifies the accuracy of addresses and reports exactly what is wrong with incorrect addresses.

24. At the completion of the notice campaign Analytics will report to the Court the total number of e-mailed, mailed and delivered notices. In short, the Court will possess a detailed, verified account of the success rate of the notice campaign.

RESPONSE MECHANISMS

Toll-Free Phone Support

25. Prior to the mailing of the Notice, we will coordinate with Class Counsel to implement a dedicated toll-free number as a resource for Class Members seeking information about the Settlement.

26. By calling this number, Class Members can listen to pre-recorded answers to Frequently Asked Questions ("FAQs") or request to have a Notice mailed to them. Automated messages will be available to Class Members 24-hours a day, 7-days a week, with call center agents also available during standard business hours. Analytics' IVR system allows Class Members to request a return call if they call outside of business hours or if they prefer not to remain on hold. This automated process confirms the caller's phone number and automatically queues a return call the next business day.

27. Calls are transferred to agents specifically assigned to an engagement using "skillset" routing. In addition to engagement-specific training, call center agents receive training regarding Analytics' applications, policies, and procedures (such as privacy and identity proofing). This training also includes customer service-oriented modules to ensure that the answers to callers' questions are delivered in a professional, conversational, and plain-English manner.

28. Answers to frequently asked questions will be standardized and managed in Analytics' centralized knowledge management system. Each time a call is delivered to an agent, the agent is provided, on-screen, with a list of questions and Counsel-approved responses. Call

center agents are monitored, graded, and coached on an ongoing basis to ensure that consistent messages are delivered regarding each matter.

Settlement Website

29. Prior to the mailing of the Notice, Analytics will coordinate with Class Counsel to develop an informational website to provide information to Class Members regarding the litigation and Settlement. Guided by an intent to keep Class Members fully informed, the Website will conform to key e-commerce best practices:

a) The top section of the home page, most prominent on lower resolution monitors, will include a summary message about the litigation along with a prominent button labeled "File Claim," which takes class members to a dedicated page explaining their options for submitting a claim (including online and paper). This button will be outside the color scheme of the page (black, gray, and white), making it especially prominent; and

b) The home page content will be simplified and streamlined, so that specific prominent language and "quick links" can direct Class Members to specific content areas:

i) Frequently Asked Questions;

ii) Important Case Documents;

iii) Important Dates; and,

iv) Counsel Information.

30. Recognizing the increasingly mobile nature of advertising and communications, the Website will be mobile optimized, meaning it can be clearly read and used by Class Members visiting the Website via smart phone or tablet[7].

31. In order to ensure accessibility to information regarding the settlement to all Class Members, the design and implementation of the website for this settlement will be compliant with ADA Section 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220).

Email Support

32. The Website will contain prominent links for Class Members to ask questions about the litigation and Settlement. These links and the supporting email address will be operational prior to the commencement of the Notice Plan.

33. Every email received by Analytics will be assigned a tracking number, and the sender will receive an immediate response confirming receipt along with a link to additional information regarding the litigation. When Class Members' questions have been answered, they will be sent a follow-up email asking if they have any additional questions and verifying that their questions were answered.

PERFORMANCE OF THE NOTICE PROGRAM

Reach

34. Because of the nature of the Class, and the fact that all Class Members are known, we expect to successfully deliver the Settlement Notice to virtually all of the Class. Many courts have accepted and understood that a 75% or 80% reach is sufficient. In 2010, the FJC issued a "Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide" (the "FJC

[7] In a consumer settlement, it is common for more than half of class members who visit a settlement website to be using a smart phone or tablet.

Guide"). This FJC Guide states that, "[t]he lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%."[8] In this matter, we expect to deliver notice within this range.

PLAIN LANGUAGE NOTICE DESIGN

35. The proposed Notice forms used in this matter are designed to be "noticed," reviewed, and—by presenting the information in plain language—understood by Class Members. The design of the notices follows principles embodied in the Federal Judicial Center's illustrative "model" notices posted at www.fjc.gov. The Claim Form, Long Form, and Short Form Notices contain plain-language summaries of key information about Settlement Class Members' rights and options pursuant to the Settlement. Consistent with normal practice, before being delivered and published, all notice documents will undergo a final edit for accuracy.

CONCLUSION

36. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, state and local rules and statutes, and further by case law pertaining to notice. This framework requires that: (1) notice reaches the class; (2) the notice that actually comes to the attention of the class is informative and easy to understand; and (3) class members rights and members' rights and options easy to act upon. All of these requirements will be met in this case:

a) Direct Notice will be provided to nearly all Settlement Class Members in this Litigation.

[8] *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* at 3, FED. JUD. CTR. (2010), https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf.

b) The Settlement Notice is designed to be "noticed" and are written in carefully organized, plain language; and,

c) Response mechanisms are designed to support Settlement Class Member requests and respond to their inquiries.

37. The proposed Notice Program will inform Settlement Class Members of the existence of the Litigation and Settlement through email and direct mail. These notice efforts will be supplemented by a website, e-mail support, and toll-free phone support. Given the availability of data regarding Class Members, and the proposed efforts to identify updated addresses for Class Members, this Notice Program provides comprehensive notice and support to Class Members.

38. The Notice Program will provide the best notice practicable under the circumstances of this case, conforms to all aspects of Fed. R. Civ. P. 23, and comports with the guidance for effective notice articulated in the Manual for Complex Litigation.

39. In my opinion, the Notice Program, if implemented, will provide the best notice practicable under the circumstances of this Litigation.

40. This Notice Program is consistent with, or exceeds:

a) historic best practices for class notification,

b) FJC guidance regarding class notification; and,

c) Standards established by federal agencies with notification and distribution funds, such as the FTC, DOJ, and SEC.

under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: May 15, 2025

Richard W. Simmons
President
Analytics Consulting LLC

Exhibit A

ANALYTICS

Richard W. Simmons

Richard W. Simmons is the President of Analytics Consulting LLC[1]. Mr. Simmons joined Analytics in 1990 and has more than 33 years of experience developing and implementing class action communications and settlement programs.

Mr. Simmons' first legal notice consulting engagement was the *Schwan's Salmonella Litigation* settlement (*In Re: Salmonella Litigation*, Case No. 94-cv-016304 (D. Minn.)). Since then, he has:

- Developed and implemented notice campaigns ranging in size up to 45 million known class members (and 180 million unknown class members);
- Testified regarding legal notice in building products, civil rights, consumer products, environmental pollution, privacy, and securities litigation settlements;
- Managed claims processes for settlement funds ranging up to $1 billion in value.

As part of Analytics' ongoing class action notice consulting practice, Mr. Simmons:

- testified regarding the adequacy of notice procedures in direct notice cases (including the development of class member databases);
- testified regarding the adequacy of published notice plans;
- has been appointed as a Distribution Fund Administrator by the Securities and Exchange Commission tasked with developing Distribution Plans for court approval;
- has been retained as an expert by the Federal Trade Commission to testify regarding the effectiveness of competing notice plans and procedures; and,
- acted as the primary author for the Duke Law Center's guidelines for best practices regarding the evaluation of class action notice campaigns.
- assisted in developing the George Washington University Law School's Class Action Best Practices Checklist.
- acted as the primary author for the Rabiej Litigation Law Center' Class Action Best Practices.

In addition to his class action consulting work, Mr. Simmons has taught a college course in antitrust economics, was a guest lecturer at the University of Minnesota Law School on issues of statistical and economic analysis, was a charter member of the American Academy of Economic and Financial Experts and was a former referee for the Journal of Legal Economics (reviewing and critiquing peer reviewed articles on the application of economic and statistical analysis to legal issues). Mr. Simmons is a published author on the subject of damage analysis in Rule 10b-5 securities litigation.

[1] In October 2013, Analytics Consulting LLC acquired Analytics Incorporated. I am the former President or Analytics Incorporated. References to Analytics herein include the prior legal entities.

ANALYTICS

Mr. Simmons graduated from St. Olaf College with a B.A. in Economics (with a year at University College, Dublin), pursued a PhD. in Agricultural and Applied Economics (with a concentration in industrial organization and consumer/behavioral economics) at the University of Minnesota[2], and has received formal media planning training from New York University.

APPLICATION OF TECHNOLOGY TO CLASS ACTION SETTLEMENTS

Mr. Simmons has been a visionary in the application of the Internet to class action notice campaigns and the management of settlements:

- In 1995, Mr. Simmons was the first in the nation to support class action settlements with an online presence, that included the ability to check online, the status of their claims.
- In 2000, Mr. Simmons invented online claims submission in class action litigation, filing a patent application governing *"Method and system for assembling databases in multiple-party proceedings"* US20010034731 A1.
- In 2002, Mr. Simmons established an online clearinghouse for class action settlements that provided the public with information regarding class action settlements and provided them with the ability to register for notification of new settlements. This clearinghouse received national press attention as a resource for class action settlements.
- From 2003 through 2013, Analytics' incremental changes in Internet support included class member verification of eligibility, locater services that identified retail outlets that sold contaminated products, secure document repositories, and multi-language support.
- In 2014, Mr. Simmons was the first to utilize and testify regarding product-based targeting in an online legal notice campaign
- In 2014, Analytics, under Mr. Simmons' leadership, released the first-class action settlement support site developed under e-commerce best practices.

SPEAKER/EXPERT PANELIST/PRESENTER

Mr. Simmons has presented to panels of judges and lawyers on issues regarding class notice, claims processing, and disbursement:

- Mr. Simmons served as a panelist for the Francis McGovern Conferences on "Distribution of Securities Litigation Settlements: Improving the Process", at which regulators, judges, custodians, academics, practitioners and claims administrators participated.
- In 2011, Mr. Simmons was a panelist at the Federal Judicial Center's workshop/meetings regarding class action notice and settlement administration.
- In 2014, Mr. Simmons was invited to be interviewed by the Consumer Financial Protection Bureau as an expert on notice and claims administration in class action litigation as part of their study on arbitration and consumer class litigation waivers

[2] Mr. Simmons suspended work on his dissertation to acquire and manage Analytics.

ANALYTICS

- In 2016, Mr. Simmons presented results of research regarding the impact of forms of notice on fund participation rates to the Federal Trade Commission.
- In 2019, Mr. Simmons was the only claims administration expert invited to be a panelist to the Federal Trade Commission's Workshop on Consumers and Class Action Notices, where he spoke regarding the impact of different forms of notice on settlement participation rates and improving response rates to class action notices.
- In 2023, Mr. Simmons was a panelist for the Rabiej Litigation Law Center Bench-Bar Conference regarding Class Action Settlements where he spoke regarding maximizing claims rates in consumer class action settlements.
- In 2023, Mr. Simmons acted as the primary author for the Rabiej Litigation Law Center's Class Action Best Practices.

Mr. Simmons' speaking engagements regarding class notice include:

- *Current Challenges in Claims Administration related to Fraudulent Claims and Artificial Intelligence/Machine Learning*, National Association of Securities and Consume Attorneys (2024)
- *Maximizing Claims Rates in Consumer Class Actions*, Rabiej Litigation Law Center (2023)
- *Technology and Class Action Settlements*, National Association of Securities and Consume Attorneys (2023),
- *Risks and Regulations: Best Practices that Protect Class Member Confidentiality* presented at the HB Litigation Conference on Class Action Mastery in New York City (2018)
- *Recent Developments in Class Action Notice and Claims Administration* presented at Practising Law Institute in New York City (2017)
- *The Beginning and the End of Class Action Lawsuits* presented at Perrin Class Action Litigation Conference in Chicago (2017);
- C*lass Action Administration: Data and Technology* presented at Harris Martin Target Data Breach Conference in San Diego (2014);
- *Developments in Legal Notice*, accredited CLE Program, presented at Susman Godfrey in Dallas (2014)
- *Developments in Legal Notice*, accredited CLE Program, presented at Shook Hardy & Bacon, LLP in Kansas City (2013),
- *Developments in Legal Notice*, accredited CLE Program, presented at Halunen & Associates in Minneapolis (2013),
- *Class Actions 101: Best Practices and Potential Pitfalls in Providing Class Notice*, CLE Program, presented by Brian Christensen and Richard Simmons, to the Kansas Bar Association (March 2009).

Mr. Simmons' writings regarding class notice include:

- Crafting Digital Class Notices That Actually Provide Notice - Law360.com, New York (March 10, 2016).

ANALYTICS

JUDICIAL COMMENTS AND LEGAL NOTICE CASES

In evaluating the adequacy and effectiveness of Mr. Simmons' notice campaigns, courts have repeatedly recognized Mr. Simmons' work. The following excerpts provide recent examples of such judicial approval in matters where the primary issue was the provision of class notice.

Honorable Stephen J. Murphy III, *Doe 1 v. Deja vu Servs., Inc.*, No. 2:16-cv-10877, ECF No. 77 (E.D. Mich. June 19, 2017):

> *Also, the Plaintiffs certified that notice had been provided in accordance with the Court's preliminary approval order. The notices stated—in clear and easily understandable terms—the key information class members needed to make an informed decision: the nature of the action, the class claims, the definition of the class, the general outline of the settlement, how to elect for a cash payment, how to opt out of the class, how to object to the settlement, the right of class members to secure counsel, and the binding nature of the settlement on class members who do not to opt out.*
>
> * * *
>
> *In addition, the parties took additional steps to provide notice to class members, including through targeted advertisements on social media. The Court finds that the parties have provided the "best notice that is practicable under the circumstances," and complied with the requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, and due process.*[3]

Associate Justice Edward P. Leibensberger, *Geanacopoulos v. Philip Morris USA, Inc.*, No. 9884CV06002, Dkt. No. 230 (Mass. Super. Ct. Sept. 30, 2016):

> *The Court finds that the plan of Notice as described in paragraphs 12 through 20 of the Settlement Agreement, including the use of email, mail, publication and internet notice, constituted the best notice practicable under the circumstances and constituted due and sufficient notice to the Class.*

Honorable Edward J. Davila, *In re: Google Referrer Header Privacy Litig.*, No. 5:10-cv-04809, ECF No. 85 (N.D. Cal. Mar. 31, 2015):

> *On the issue of appropriate notice, the court previously recognized the uniqueness of the class asserted in this case, since it could potentially cover most internet users in the United States. On that ground, the court approved the proposed notice plan involving four media channels: (1) internet-based notice using paid banner ads targeted at potential class*

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3 Unless otherwise indicated, citations are omitted and emphasis is added.

ANALYTICS

members (in English and in Spanish on Spanish-language websites); (2) notice via "earned media" or, in other words, through articles in the press; (3) a website decided solely to the settlement (in English and Spanish versions); and (4) a toll-free telephone number where class members can obtain additional information and request a class notice. In addition, the court approved the content and appearance of the class notice and related forms as consistent with Rule 23(c)(2)(B).

The court again finds that the notice plan and class notices are consistent with Rule 23, and that the plan has been fully and properly implemented by the parties and the class administrator.

Honorable Terrence F. McVerry, *Kobylanski. v. Motorola Mobility, Inc.*, No. 2:13-cv-01181, ECF No. 43 (W.D. Pa. Oct. 9, 2014):

The Court finds that the distribution of the Notice to Settlement Class Members Re: Pendency of Class Action, as provided for in the Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable under the circumstances to all Persons within the definition of the Class and fully met the requirements of due process under the United States Constitution.

Honorable Thomas N. O'Neill, Jr., *In re: CertainTeed Fiber Cement Siding Litig.*, No. 2:11-md-02270, ECF No. 119 (E.D. Pa. Mar. 20, 2014):

Settlement class members were provided with notice of the settlement in the manner and form set forth in the settlement agreement. Notice was also provided to pertinent state and federal officials. The notice plan was reasonably calculated to give actual notice to settlement class members of their right to receive benefits from the settlement or to be excluded from the settlement or object to the settlement. The notice plan met the requirements of Rule 23 and due process.

Honorable Robert W. Gettleman, *In re Aftermarket Filters Antitrust Litig.*, No. 1:08-cv-04883, ECF No. 1031 (N.D. Ill. Oct. 25, 2012):

Due and adequate notice of the Settlement was provided to the Class. . . . The manner of giving notice provided in this case fully satisfies the requirements of Federal Rule of Civil Procedure 23 and due process, constitutes the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons entitled thereto. A full and fair opportunity was provided to the members of the Class to be heard regarding the Settlements.

Honorable Marco A. Roldan, *Plubell v. Merck & Co., Inc.*, NO. 04CV235817-01, Final Judgment and Order (Mo. Cir. Ct. Mar. 15, 2013):

ANALYTICS

> *Under the circumstances, the notice of this Settlement provided to Class Members in accordance with the Notice Order was the best notice practicable of the proceedings and matters set forth therein, including the proposed Settlement, to all Persons entitled to such notice, and said notice fully satisfied the requirements due process and Missouri law.*

Honorable James P. Kleinberg, *Skold v. Intel Corp.*, No. 2005-CV-039231, Order on Motion for Approval (Cal. Super. Ct. Mar. 14, 2013):

> *The Court finds that Plaintiff's proposed Notice plan has a reasonable chance of reaching a substantial percentage of class members.*

Honorable J. Phil Gilbert, *Greenville IL v. Syngenta Crop Prot., Inc.*, No 3:10-cv-00188, ECF No. 325 (S.D. Ill. Oct. 23, 2012):

> *The Notice provided to the Class fully complied with Rule 23, was the best notice practicable, satisfied all constitutional due process requirements, and provides the Court with jurisdiction over the Class Members.*

ANALYTICS

Analytics Consulting LLC

Partial List of Legal Notice and Class Action Consulting Experience

2/11/2025

Practice Area	*Engagement*	Citation
Antitrust	*All Star Carts and Vehicles, Inc., et al. v. BFI Canada Income Fund, et al.*	08-CV-1816 (E.D.N.Y.)
	In Re: Aftermarket Filters Antitrust Litigation	No. 1:08-cv-4883, MDL No. 1957 (N.D. Ill.)
	In Re: Aluminum Phosphide Antitrust Litigation	Case No. 93-cv-2452 (D. Kan.)
	In Re: Beef Antitrust Litigation	MDL No. 248 (N.D. Tex.)
	In Re: Bromine Antitrust Litigation	MDL No. 1310 (S.D. Ind.)
	In Re: Corrugated Container Antitrust Litigation	MDL. No 310 (S.D. Tex.)
	In Re: Industrial Silicon Antitrust Litigation	Case No. 95-cv-2104 (W.D. Pa.)
	In Re: Multidistrict Civil Antitrust Actions Involving Antibiotic Drugs	MDL No. 10 (S.D.N.Y.)
	In Re: Workers Compensation Insurance Antitrust Litigation	Case No. 4:85-cv-1166 (D. Minn.)
	Red Eagle Resources Corporation, Inc., et al. v. Baker Hughes Inc., et al.	Case No. 91-cv-627 (S.D. Tex.)
	Rob'n I, Inc., et al. v. Uniform Code Counsel, Inc.	Case No. 03-cv-203796-1 (Spokane County, Wash.)
	Sarah F. Hall d/b/a Travel Specialist, et al. v. United Airlines, Inc., et al.,	Case No. 7:00-cv-123-BR(1) (E.D. S.C.)
Asset Forfeiture	*U.S. v. $1,802,651.56 in Funds Seized from e-Bullion, et al. ("Goldfinger")*	No. CV 09-1731 (C.D. Cal.)
	U.S. v. $1,802,651.56 in Funds Seized from e-Bullion, et al. ("Kum Ventures")	No. CV 09-1731 (C.D. Cal.)
	U.S. v. David Merrick	6:10-cr-109-Orl-35DAB
	U.S. v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.	(E.D. Fla)
	United States of America v. $1,802,651.56 in Funds Seized from E-Bullion, et al.	Case No. 09-cv-01731 (C.D. Cal.)
	United States of America v. Alfredo Susi, et al.	3:07-cr-119 (W.D.N.Y.)
	United States of America v. David Merrick	6:10-cr-109-Orl-35DAB
	United States of America v. Elite Designs, Inc.	Case No. 05-cv-058 (D.R.I.)
	United States of America v. Evolution Marketing Group	Case No. 6:09-cv-1852 (S.D. Fla.)
	United States of America v. George David Gordon	Case No. 4:09-cr-00013-JHP-1 (N.D. Okla.)
	United States of America v. Regenesis Marketing Corporation	No. C09-1770RSM (W.D. Wash.)
	United States of America v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.	(E.D. FL)
	United States of America v. Zev Saltsman	Case No. 04-cv-641 (E.D.N.Y.)
Biometric Privacy	*Allen v R.J. Van Drunen & Sons, Inc.*	Case No.: 2:20cv02106-CSB-EIL (C.D. Ill.)
	Alric Howell v Lakes Venture dba Fresh Thyme Farmers Market	1:20-cv-02213 (N.D. IL)
	Andrea Jones et al. v Rosebud Restaurants, Inc.	2019CH12910 (Cook County, IL)
	Angela Karikari v Carnagio Enterprises, Inc.	Case No.: 2019L000168 Circuit Court of Dupage County, IL
	Anthony Rodriguez v Senior Midwest Direct, Inc.	Case No.: 2021-CH-00811 (Cook County, IL)
	Anton Tucker et al. v Momence Packing Co.	Case No. 2019-L-000098 (Kankakee County, IL)
	Belicia Cruz v The Connor Group, A Real Estate Investment Firm, LLC	Case No.: 1:22cv01966 (N.D. IL)
	Biagi v International Services, Inc	Case No. 21CH00000311 (Lake County, IL)
	Brittany Willoughby v Lincoln Insurance Agency, Inc.	Case No.: 2022CH01917 Circuit Court of Cook County, IL
	Charles Devose v Ron's Temporary Help Services, Inc. d/b/a Ron's Staffing Services, Inc.	Case No.: 19L 1022 Circuit Court of Will County Ill
	Charles Hilson v MTIL, Inc.	20 L 440 (Will County, IL)
	Charles Thurman et al. v NorthShore University HealthSystem	Case No. 2018-CH-3544 (Cook County, IL)
	Christopher Crosby et al. v Courier Express One, Inc.	2019-CH-03391 (Cook County, IL)

ANALYTICS

Analytics Consulting LLC
Partial List of Legal Notice and Class Action Consulting Experience

2/11/2025

Practice Area	*Engagement*	Citation
	Clifford Like et al. v Professional Freezing Services LLC	2019 CH 04194 (Cook County, IL)
	Danielle Parker v Dabecca Natural Foods, Inc.	2019 CH 1845 (Cook County, IL)
	Darrin Hall v Whiting Corporation	Case No..: 2021L000912 (Will County, IL)
	Deanna Ramirez v Greater Rockford Auto Auction, Inc.	Case No.: 2021-L-48 (Winnebago County, IL)
	Dearlo Terry v Griffith Foods	2019CH12910 (Cook County, IL)
	Diahann Cook v John C. Proctor Endowment d/b/a Proctor Place, JCPE Investments, and JCPE Properties L	Case No. 21L00083 (Peoria County, IL)
	Drape et al. v S.F. Express Corporation	20-L-001094 (DuPage County, IL)
	Eslanda Bertasiute v The Hari Group, Inc.	Case No.: 2020CH07055 Circuit Court of Cook County, IL
	Francesca Graziano et al. v Royal Die and Stamping LLC dba Royal Power Solutions, LLC	2019-L-00169 (DuPage County, IL)
	Gniecki Katarzyna v Columbia Sussex Management	Case No.: 2021CH00677 (Cook County, IL)
	Heard, et al. v. THC – Northshore, Inc.	Case No. 2017-CH-16918 (Cook County, IL)
	Hector Campos v Sonoco Products Company	Case No..: 2021CH01223
	Hubler v Placesmart Agency d/b/a/ Nashville Material & Supply LLC	Case No.: 2021L11 (Washington County, IL)
	Jacob Weeks v Tricon Industries Manufacturing	Case No.: 2021L32 (LaSalle County, IL)
	Jada Marsh v CLS Plasma, Inc.	Case No.:1:19cv07606 (N.D. IL)
	Javier Vega v Mid-America Taping & Reeling, Inc.	Case No.: 2019CH03776 Circuit Court DuPage County, IL
	Jeremy Webb et al. v Plochman, Inc.	Case No. 2020-L-15 (Kankakee County, IL)
	Jerrod Lane et al. v Schenker, Inc.	3:19-cv-00507 NJR-MAB (S.D. IL)
	Joseph Ross v Caremel, Inc.	2019L000010 (Kankakee County, IL)
	Joshua Eden Mims v Monda Window & Door Corp.	2019 CH 10371 (Cook County, IL)
	Katherine Martinez et al. v Nando's Restaurant Group, Inc.	1:19-cv-07012 (N.D. IL)
	Kimberly Smith v ARG Resources, LLC d/b/a Arby's	Case No. 2019-CH-12528 (Cook County, IL)
	Latonia Williams v Personalizationmall.Com, LLC	Case No.: 1:20cv00025 (N.D. IL)
	Lawrence et al v Atria Management Company, LLC	Case No: 2020-ch-01384 (Cook County, IL)
	Lawrence v Capital Senior Living, Inc.	Case No.: 2021-l-000267 (Dupage County, IL)
	Leen Abusalem et al. v The Standard Market, LLC	2019L000517 (Dupage County, IL)
	Marcus McCullum v IKO Midwest, Inc.	Case No.: 2020CH05114 (Cook County, IL)
	Maria Tapia-Rendon v United Tape & Finishing Co., Inc	Case No.:1:21cv03400 (N.D. IL)
	Maurilio Ortega v Rapid Displays, Inc.	Case No.: 2020CH00140 Circuit Court of Cook County, IL (Chancery Division)
	Maysoun Abudayyeh v Envoy Air, Inc.	Case No.: 1:21cv00142 (N.D. IL)
	Melone v General RV Center	Case No.: 21L000405 (Kane County, IL)
	Michael Pfotenhauer v Alfagomma Aurora TF LLC	Case No..: 21L000251 (Kane County, IL)
	Michelle Sedory v Aldi, Inc.	Case No.: 20CH02768 (Cook County, IL) (Chancery Division)
	Mims v Trippe Manufacturing Company, d/b/a Trippe Lite	Case No.: 2019-ch-10189 (Cook County, IL)
	Morales v Graham Packing Plastic Products, LLC	Case No: 2021l000801 (Dupage County, IL)
	Neisha Torres et al. v Eataly Chicago, LLC	2020 CH 6417 (Cook County, IL)
	Olman v U.S.A. Recycling, Inc. d/b/a Pallet Logistics Management, Inc.	Case No.: 21L0737 (St. Clair County, IL)
	Otilia Garcia et al. v Club Colors Buyers LLC	Case No. 2020 L 001330 (Dupage County, IL)

ANALYTICS

Analytics Consulting LLC
Partial List of Legal Notice and Class Action Consulting Experience

2/11/2025

Practice Area	*Engagement*	Citation
	Rafael Vazquez v Pet Food Experts, Inc.	2019 CH 14746 (Cook County, IL)
	Rea v Skolnik Industries, Inc.	Case No.: 2021-ch-00571 (Cook County, IL)
	Ricardo White v Bridgeway of Bensenville Independent Living, LLC	2019 CH 03397 (Cook County, IL
	Rivera v American Freedom Insurance Co.	Case No. 2020-CH-06596 (Cook County, IL)
	Roach v. Walmart Inc.	Case No. 2019-CH-01107 (Cook County, IL)
	Robert Corey v Wireless Vision, LLC	Case No.: 2020CH1192 (Cook County, IL)
	Rosy Gomez v Resource Management Group, Inc.	Case No.: 2021ch04440 (Cook County, IL)
	Sanchez v Agile Pursuits, Inc. d/b/a Tide Cleaners f/k/a Pressbox LLC	Case No. 2020-CH-02640 Circuit Court of Cook County, IL
	Seyon Haywood v Thyssenkrupp Dynamic Components Danville, LLC	Case No.: 2021L000057 (Vermillion County, IL)
	Shonnette Banks v Meridian Lodging Associates, LLP	Case No..: 1:20cv07030 (N.D. Ill.)
	Stark v Joliet Cold Storage, LLC	Case No.: 191182 (Will County, IL)
	Steven Horn v Method Products	Case No.: 1:21cv05621 (E.D. IL)
	Stiles v. Specialty Promotions, Inc.	Case No. 2020-CH-03776 (Cook County, IL)
	Sykes v. Clearstaff, Inc.	Case No. 19-CH-03390 (Cook Co. IL)
	Tapia-Renton v Employer Solutions Staffing Group II, LLC, et al.	Case No. 21-CV-3400 (N.D. Ill.)
	Tiffanie Snider v Heartland Beef, Inc.	Case No.: 4:20cv04026 (C.D. IL)
	Trayes v Midcon Hospitality Group, LLC et al.	Case No. 19-CH-11117 (Cook County, IL)
	Tylisha Allen v Flanders Corp.	Case No. 2022-LA-000154 (Sangamon County, IL)
	Tyronne L. Helm et al. v Marigold, Inc.	2020-CH-003971 (Cook County, IL)
	Villasenor v Air & Ground Services, Inc.	Case No.: 2021CH5558 (Cook County, IL)
	White v Willow Crest Nursing Pavilion, LTD	Case No: 2021CH04785 (Cook County, IL)
	William Clow v The Sygma Network, Inc.	Case No.: 1:22cv01094-CSB-EIL (C.D. IL)
Business	*American Golf Schools, LLC, et al. v. EFS National Bank, et al.*	Case No. 00-cv-005208 (D. Tenn.)
	AVR, Inc. and Amidon Graphics v. Churchill Truck Lines	Case No. 4:96-cv-401 (D. Minn.)
	Buchanan v. Discovery Health Records Solutions	Case No. 13-015968-CA 25 (Miami Dade County)
	Do Right's Plant Growers, et al. v. RSM EquiCo, Inc., et al.	Case No. 06-CC-00137 (Orange County, Cal.)
	F.T.C. v. Ameritel Payphone Distributors	Case No. 00-cv-514 (S.D. Fla.)
	F.T.C. v. Cephalon	Case No. 08-cv-2141 (E.D. Pa.)
	F.T.C. v. Datacom Marketing, Inc.	Case No. 06-cv-2574 (N.D. Ill.)
	F.T.C. v. Davison & Associates, Inc.	Case No. 97-cv-01278 (W.D. Pa.)
	F.T.C. v. Fidelity ATM, Inc.	Case No. 06-cv-81101 (S.D. Fla.)
	F.T.C. v. Financial Resources Unlimited, Inc.	Case No. 03-cv-8864 (N.D. Ill.)
	F.T.C. v. First American Payment Processing Inc.	Case No. 04-cv-0074 (D. Ariz.)
	F.T.C. v. Group C Marketing, Inc.	Case No. 06-cv-6019 (C.D. Cal.)
	F.T.C. v. Jordan Ashley, Inc.	Case No. 09-cv-23507 (S.D. Fla.)
	F.T.C. v. Medical Billers Network, Inc.	Case No. 05-cv-2014 (S.D.N.Y.)
	F.T.C. v. Minuteman Press Int'l	Case No. 93-cv-2496 (E.D.N.Y.)
	F.T.C. v. Netfran Development Corp	Case No. 05-cv-22223 (S.D. Fla.)

ANALYTICS

Analytics Consulting LLC
Partial List of Legal Notice and Class Action Consulting Experience

2/11/2025

Practice Area	*Engagement*	Citation
	F.T.C. v. USA Beverages, Inc.	Case No. 05-cv-61682 (S.D. Fla.)
	Garcia, et al. v. Allergan, Inc.	11-CV-9811 (C.D. Cal.)
	Gerald Young et al. v. HealthPort Technologies, LLC, et al.	Case No. LACL130175 (Polk County, IA)
	Goldberg et al. v. HealthPort Inc. et al.	Case No L-1421-14 (Essex County, NJ)
	In Re Google AdWords Litigation	No. 5:08-cv-03369-EJD (N.D. Cal.)
	In re Syngenta Ag Mir 162 Corn Litigation	Case No 2:14-md-2591-JWL-JPO (D. Kan.)
	Law Offices of Henry E. Gare, P.A., et al. v. Healthport Technologies, LLC	No. 16-2011-CA-010202 (Duval County, FL)
	Melby et al. v. America's MHT, Inc., et al.	Case No. 3:17-CV-155-M (N.D. Texas)
	Number Queen, Ltd. et al. v. Redgear Technologies, Inc. et al.	Case No. 14-0064 (W.D. Mo.)
	Physicians of Winter Haven LLC v. STERIS Corp.	Case No. 1:10-cv-00264 (N.D. Ohio)
	Richard P. Console, JR., P.C. v. Medical Records Online Inc.	Docket No. CAM-L-2133-18 (Camden County, NJ)
	Sue Ramirez et al. v. Smart Professional Photocopy Corporation	No. 01-L-385 (Peoria County, IL)
	Terry Bishop v DeLaval, Inc.	Case No.: 5/19cv06129 (W.D. MO)
	Todd Tompkins, Doug Daug and Timothy Nelson v. BASF Corporation, et al.	Case No. 96-cv-59 (D.N.D.)
	Waxler Transportation Company, Inc. v. Trinity Marine Products, Inc., et al.	Case No. 08-cv-01363 (E.D. La.)
Civil Rights	*Bentley v. Sheriff of Essex County*	Case No. 11-01907 (Essex County, MA)
	Cazenave, et al. v. Sheriff Charles C. Foti, Jr., et al.	Case No. 00-cv-1246 (E.D. La.)
	Garcia, et al v. Metro Gang Strike Force, et al.	Case No. 09-cv-01996 (D. Minn.)
	Gregory Garvey, Sr., et al. v. Frederick B. MacDonald & Forbes Byron	3:07-cv-30049 (S.D. Mass.)
	McCain, et al. v. Bloomberg, et al.	Case No. 41023/83 (New York)
	Minich, et al. v Spencer, et al.	Civil Action No. 1584cv00278 (Suffolk Superior Court, Mass.)
	Nancy Zamarron, et al. v. City of Siloam Springs, et al.	Case No. 08-cv-5166 (W.D. Ark.)
	Nathan Tyler, et al. v. Suffolk County, et al.	Case No. 1:06-cv-11354 (S.D. Mass.)
	Nilsen v. York County	Case No. 02-cv-212 (D. Me.)
	Richard S. Souza et al. v. Sheriff Thomas M. Hodgson	2002-0870 BRCV (Superior Ct., Mass.)
	Taha v. County of Bucks	Case No. 12-6867 (E.D. Pa.)
	Travis Brecher, et al. v. St. Croix County, Wisconsin, et al.	Case No. 02-cv-0450-C (W.D. Wisc.)
	Tyrone Johnson et al. v CoreCivic et al.	2:20-cv-01309 RFB-NJK (D. NV)
Consumer	*Adam Berkson, et al. v. Gogo LLC and Gogo Inc.,*	Case No. 1:14-cv-01199-JBW-LB (S.D.N.Y.)
	Alimi v Integrity Management Group, LLC et al.	Case No.: 2021-CH-03274 (Cook County, IL)
	Andrew J. Hudak, et al. v. United Companies Lending Corporation	Case No. 334659 (Cuyahoga County, Ohio)
	Angela Doss, et al. v. Glenn Daniels Corporation	Case No. 02-cv-0787 (E.D. Ill.)
	Angell v. Skechers Canada	8562-12 (Montreal, Quebec)
	Ann McCracken et al. v Verisma Systems, Inc.	6:14-cv-06248 (W.D. N.Y.)
	Anthony Talalai, et al. v. Cooper Tire & Rubber Company	Case No. L-008830-00-MT (Middlesex County, NJ)
	Ballard, et al. v. A A Check Cashiers, Inc., et al.	Case No. 01-cv-351 (Washingotn County, Ark.)
	Belinda Peterson, et al. v. H & R Block Tax Services, Inc.	Case No. 95-CH-2389 (Cook County, Ill.)
	Boland v. Consolidated Multiple Listing Service, Inc.	Case No. 3:19-cv-01335-SB (D.S.C.)

ANALYTICS

Analytics Consulting LLC
Partial List of Legal Notice and Class Action Consulting Experience

2/11/2025

Practice Area	*Engagement*	Citation
	Braulio M. Cuesta, et al. v. Ford Motor Company, Inc., and Williams Controls, Inc.	CIV-06-61-S (E.D. Okla.)
	Caprarola, et al. v. Helxberg Diamond Shops, Inc.	Case No. 13-06493 (N.D. Ill.)
	Carideo et al. v. Dell, Inc.	Case No. 06-cv-1772 (W.D. Wash.)
	Carnegie v. Household International, Inc.	No. 98-C-2178 (N.D. Ill.)
	Che Clark v. JPMorgan Chase Bank, N.A.. et al.	Case No. 0:17-cv-01069 (D. Minn.)
	Christine Gambino et al. v CIOX Health, LLC	2015-CA-006038-B (District of Columbia)
	Clair Loewy v. Live Nation Worldwide Inc.	Case No. 11-cv-04872 (N.D. Ill.)
	Conradie v. Caliber Home Loans	Case No. 4:14-cv-00430 (S.D. Iowa)
	Consumer Financial Protection Bureau v. Corinthian Colleges, Inc.	Case No. 1:14-cv-07194 (N.D. Ill.)
	Consumer Financial Protection Bureau v. Park View Law	Case No. 2:17-cv-04721 (N.D. Cal.)
	Consumer Financial Protection Bureau v. Prime Credit, L.L.C., et al.	Case No. 2:17-cv-04720 (N.D. Cal.)
	Consumer Financial Protection Bureau v. Prime Marketing Holdings	Case No. 2:16-cv-07111 (C.D. Cal.)
	Consumer Financial Protection Bureau v. Prime Marketing Holdings	1:15-cv-23070-MGC (S.D. Fl)
	Consumer Financial Protection Bureau v. Security National Automotive Acceptance	Civil Action No. 1 :15-cv-401 (S.D. Ohio)
	Covey, et al. v. American Safety Council, Inc.	2010-CA-009781-0 (Orange County, FL)
	Cummins, et al. v. H&R Block, et al.	Case No. 03-C-134 (Kanawha County, W.V.)
	David and Laurie Seeger, et al. v. Global Fitness Holdings, LLC	No. 09-CI-3094, (Boone Circuit Court, Boone County, Ky.)
	Don C. Lundell, et al. v. Dell, Inc.	Case No. 05-cv-03970 (N.D. Cal.)
	Duffy v. Security Pacific Autmotive Financial Services Corp., et al.	Case No. 3:93-cv-00729 (S.D. Cal.)
	Edward Hawley, et al. v. American Pioneer Title Insurance Company	No. CA CE 03-016234 (Broward County, Fla.)
	Evans, et al. v. Linden Research, Inc., et al.	Case No. 4:11-cv-1078-DMR (N.D. Cal.)
	F.T.C. and The People of the State of New York v. UrbanQ	Case No. 03-cv-33147 (E.D.N.Y.)
	F.T.C. v A1 DocPrep Inc. et.al.	Case No. 2:17-cv-07044 SJO-JC (C.D. CA)
	F.T.C. v First Universal Lending, LLC et al.	Case No. 9:09-cv-82322 ZLOCH (S.D. FL)
	F.T.C. v Student Debt Doctor, LLC et al.	Case No. 17-cv-61937 WPD (S.D. FL)
	F.T.C. v. 1st Beneficial Credit Services LLC	Case No. 02-cv-1591 (N.D. Ohio)
	F.T.C. v. 9094-5114 Quebec, Inc.	Case No. 03-cv-7486 (N.D. Ill.)
	F.T.C. v. Ace Group, Inc.	Case No. 08-cv-61686 (S.D. Fla.)
	F.T.C. v. Affordable Media LLC	Case No. 98-cv-669 (D. Nev.)
	F.T.C. v. AmeraPress, Inc.	Case No. 98-cv-0143 (N.D. Tex.)
	F.T.C. v. American Bartending Institute, Inc., et al.	Case No. 05-cv-5261 (C.D. Cal.)
	F.T.C. v. American International Travel Services Inc.	Case No. 99-cv-6943 (S.D. Fla.)
	F.T.C. v. Asset & Capital Management Group	Case No. 8:13-cv-1107 (C.D. Cal.)
	F.T.C. v. Bigsmart.com, L.L.C., et al.	Case No. 01-cv-466 (D. Ariz.)
	F.T.C. v. Broadway Global Master Inc	Case No. 2-cv-00855 (E.D. Cal.)
	F.T.C. v. Call Center Express Corp.	Case No. 04-cv-22289 (S.D. Fla.)
	F.T.C. v. Capital Acquistions and Management Corp.	Case No. 04-cv-50147 (N.D. Ill.)
	F.T.C. v. Capital City Mortgage Corp.	Case No. 98-cv-00237 (D.D.C.)

ANALYTICS

Analytics Consulting LLC
Partial List of Legal Notice and Class Action Consulting Experience

2/11/2025

Practice Area	*Engagement*	Citation
	F.T.C. v. Centro Natural Corp	Case No. 14:23879 (S.D. Fla.)
	F.T.C. v. Certified Merchant Services, Ltd., et al.	Case No. 4:02-cv-44 (E.D. Tex.)
	F.T.C. v. Check Inforcement	Case No. 03-cv-2115 (D.N.J.)
	F.T.C. v. Chierico et al.	Case No. 96-cv-1754 (S.D. Fla.)
	F.T.C. v. Clickformail.com, Inc.	Case No. 03-cv-3033 (N.D. Ill.)
	F.T.C. v. Consumer Credit Services	Case No. 96-cv-1990 (S.D. N.Y.)
	F.T.C. v. Consumer Direct Enterprises, LLC.	Case No. 07-cv-479 (D. Nev.)
	F.T.C. v. Debt Management Foundation Services, Inc.	Case No. 04-cv-1674 (M.D. Fla.)
	F.T.C. v. Delaware Solutions	Case No. 1:15-cv-00875-RJA (W.D.N.Y)
	F.T.C. v. DeVry Education Group Inc.	Case No. 2:16-cv-579 (C.D. Cal.)
	F.T.C. v. Digital Enterprises, Inc.	Case No. 06-cv-4923 (C.D. Cal.)
	F.T.C. v. Dillon Sherif	Case No. 02-cv-00294 (W.D. Wash.)
	F.T.C. v. Discovery Rental, Inc., et al.	Case No: 6:00-cv-1057 (M.D. of Fla.)
	F.T.C. v. EdebitPay, LLC.	Case No. 07-cv-4880 (C.D. Cal.)
	F.T.C. v. Electronic Financial Group, Inc.	Case No. 03-cv-211 (W.D. Tex.)
	F.T.C. v. Eureka Solutions	Case No. 97-cv-1280 (W.D. Pa.)
	F.T.C. v. Federal Data Services, Inc., et al.	Case No. 00-cv-6462 (S.D. Fla.)
	F.T.C. v. Financial Advisors & Associates, Inc.	Case No. 08-cv-00907 (M.D. Fla.)
	F.T.C. v. First Alliance Mortgage Co.	Case No. 00-cv-964 (C.D. Cal.)
	F.T.C. v. First Capital Consumer Membership Services Inc., et al.	Case No. 1:00-cv-00905 (W.D.N.Y.)
	F.T.C. v. First Capital Consumers Group, et al.	Case No. 02-cv-7456 (N.D. Ill.)
	F.T.C. v. Franklin Credit Services, Inc.	Case No. 98-cv-7375 (S.D. Fla.)
	F.T.C. v. Global Web Solutions, Inc., d/b/a USA Immigration Services, et al.	Case No. 03-cv-023031 (D. D.C.)
	F.T.C. v. Granite Mortgage, LLC	Case No. 99-cv-289 (E.D. Ky.)
	F.T.C. v. Herbalife International of America	Case No. 2:16-cv-05217 (C.D. Cal.)
	F.T.C. v. ICR Services, Inc.	Case No. 03-cv-5532 (N.D. Ill.)
	F.T.C. v. iMall, Inc. et al.	Case No. 99-cv-03650 (C.D. Cal.)
	F.T.C. v. Inbound Call Experts, LLC	Case No. 9:14-cv-81395-KAM (S.D. Fla.)
	F.T.C. v. Information Management Forum, Inc.	Case No. 2-cv-00986 (M.D. Fla.)
	F.T.C. v. Ira Smolev, et al.	Case No. 01-cv-8922 (S.D. Fla.)
	F.T.C. v. Jeffrey L. Landers	Case No. 00-cv-1582 (N.D. Ga.)
	F.T.C. v. Jewelway International, Inc.	Case No. 97-cv-383 (D. Ariz.)
	F.T.C. v. Kevin Trudeau	Case No. 98-cv-0168 (N.D. Ill.)
	F.T.C. v. Komaco International, Inc., et al.	Case No. 02-cv-04566 (C.D. Cal.)
	F.T.C. v. LAP Financial Services, Inc.	Case No. 3:99-cv-496 (W.D. Ky.)
	F.T.C. v. Lumos Labs, Inc.	Case No. 3:16-cv-00001 (N.D. Cal.)
	F.T.C. v. Marketing & Vending, Inc. Concepts, L.L.C., et al.	Case No. 00-cv-1131 (S.D.N.Y.)
	F.T.C. v. Mercantile Mortgage	Case No. 02-cv-5078 (N.D. Ill.)

ANALYTICS

Analytics Consulting LLC
Partial List of Legal Notice and Class Action Consulting Experience

2/11/2025

Practice Area	*Engagement*	Citation
	F.T.C. v. Merchant Services Direct, LLC	Case No. 2:13-cv-00279 (E. D. Wa.)
	F.T.C. v. Meridian Capital Management	Case No. 96-cv-63 (D. Nev.)
	F.T.C. v. NAGG Secured Investments	Case No. 00-cv-02080 (W.D. Wash.)
	F.T.C. v. National Consumer Counsil, Inc., et al.	Case No. 04-cv-0474 (C.D. Cal.)
	F.T.C. v. National Credit Management Group	Case No. 98-cv-936 (D.N.J.)
	F.T.C. v. National Supply & Data Distribution Services	Case No. 99-cv-128-28 (C.D. Cal.)
	F.T.C. v. Nationwide Information Services, Inc.	Case No. 00-cv-06505 (C.D. Cal.)
	F.T.C. v. NBTY, Inc.	No. 05-4793 (E.D.N.Y.)
	F.T.C. v. NetSpend	Case No. 1:16-cv-04203-AT (N.D. Ga.)
	F.T.C. v. NutriMost LLC	Case No. 2:17-cv-00509-NBF (W.D. Pa.)
	F.T.C. v. One Technologies, LP	Case No. 3:14-cv-05066 (N.D. Cal.)
	F.T.C. v. Oro Marketing	Case No. 2:13-CV-08843 (C.D. Cal.)
	F.T.C. v. Pace Corporation	Case No. 94-cv-3625 (N.D. Ill.)
	F.T.C. v. Paradise Palms Vacation Club	Case No. 81-1160D (W.D. Wash.)
	F.T.C. v. Patrick Cella, et al.	Case No. 03-cv-3202 (C.D. Cal.)
	F.T.C. v. Platinum Universal, LLC	Case No. 03-cv-61987 (S. D. Fla.)
	F.T.C. v. Raymond Urso	Case No. 97-cv-2680 (S.D. Fla.)
	F.T.C. v. Rincon Management Services, LLC	Case No. 5:11-cv-01623-VAP-SP (C.D. Cal.)
	F.T.C. v. Robert S. Dolgin	Case No. 97-cv-0833 (N.D. Cal.)
	F.T.C. v. Southern Maintenance Supplies	Case No. 99-cv-0975 (N.D. Ill.)
	F.T.C. v. Star Publishing Group, Inc.	Case No. 00-cv-023D (D. Wy.)
	F.T.C. v. Stratford Career Institute	Case No. 1:16-cv-00371 (N.D. Ohio)
	F.T.C. v. Stuffingforcash.com Corp.	Case No. 02-cv-5022 (N.D. Ill.)
	F.T.C. v. Target Vending Systems, L.L.C., et al.	Case No. 00-cv-0955 (S.D.N.Y.)
	F.T.C. v. The College Advantage, Inc.	Case No. 03-cv-179 (E.D. Tex.)
	F.T.C. v. The Crescent Publishing Group, Inc., et al.	Case No. 00-cv-6315 (S.D.N.Y.)
	F.T.C. v. The Tax Club	Case No. 13-cv-210 (JMF) (S.D.N.Y.)
	F.T.C. v. The Tungsten Group, Inc.	Case No. 01-cv-773 (E.D. Va.)
	F.T.C. v. Think Achievement Corp.	Case No. 2:98-cv-12 (N.D. Ind.)
	F.T.C. v. Think All Publishing	Case No. 07-cv-11 (E.D. Tex.)
	F.T.C. v. Tracfone	Case No. 3:15-cv-00392 (N.D. Cal.)
	F.T.C. v. Trustsoft, Inc.	Case No. 05-cv-1905 (S.D. Tex.)
	F.T.C. v. Unicyber Gilboard, Inc.	Case No. 04-cv-1569 (C.D. Cal.)
	F.T.C. v. US Grant Resources, LLC.	Case No. 04-cv-0596 (E.D. La.)
	F.T.C. v. Verity International, Ltd., et al.	Case No. 00-cv-7422-LAK (S.D.N.Y.)
	F.T.C. v. Wellquest International, Inc.	Case No. 2:03-cv-05002 (C.D. Cal.)
	F.T.C. v. Wolf Group	Case No. 94-cv-8119 (S.D. Fla.)
	Federal Trade Commission v Nutracllick, LLC	Case No.: 2:20cv08612 (C.D. CA)

ANALYTICS

Analytics Consulting LLC
Partial List of Legal Notice and Class Action Consulting Experience

2/11/2025

Practice Area	*Engagement*	Citation
	Fernando N. Lopez and Mallory Lopez, et al. v. City Of Weston	Case No. 99-8958 CACE 07 (FL 17th Jud Dist)
	Fiori, et al. v. Dell Inc., et al.	Case No. 09-cv-01518 (N.D. Cal.)
	FMS, Inc. v. Dell, Inc. et al.,	Case No. 03-2-23781-7SEA (King County, Wash.)
	Frederick v Manor Care of Hemet CA, LLC	MCC2000202 (Riverside County, CA)
	FTC v 9140-9201 Quebec Inc. dba Premium Business Pages, Inc.	1:18-cv-04115 (E.D. IL)
	FTC v Elite IT Partners, Inc.	2:19-cv-00125 (D. UT)
	FTC v Fat Giraffe Marketing Group LLC	2:19-cv-00063 CW (C.D. Utah)
	FTC v Grand Teton Professionals, LLC et al.	3:19-cv-00933 VAB (D. CT)
	FTC v Manhattan Beach Venture LLC	Case No. 2:19cv7849 (C.D. CA)
	FTC v Physician's Technology, LLC	2:20-cv-11694 NGE-RSW (E.D. MI)
	FTC v Renaissance Health Publishing, LLC dba Renown Health Products	9:20-cv-80640 DMM (S.D. FL)
	FTC v Slac, Inc.	5:20-cv-00470 (C.D. CA)
	FTC v Zycal Bioceuticals Healthcare Company, Inc.	1:20-cv-10249 (D. MA)
	Galatis, et al. v. Psak, Graziano Piasecki & Whitelaw, et. al.	No. L-005900-04 (Middlesex County, NJ)
	Garcia v. Allergan	11-cv-9811 (C.D. Cal.)
	Gloria Lopez et al. v Progressive County Mutual Insurance Company	5:19-cv-00380 FB-ESC (W.D. TX)
	Grabowski v. Skechers U.S.A., Inc.	No. 3:12-cv-00204 (W.D. Ky.)
	Greg Benney, et al. v. Sprint International Communications Corp. et al.	Case No. 02-cv-1422 (Wyandotte County, KS)
	Griffin v. Dell Canada Inc	Case No. 07-cv-325223D2 (Ontario, Superio Court of Justice)
	Haas and Shahbazi vs. Navient Solutions and Navient Credit Finance Corporation	Case No. 15-35586 (DRJ) (S.D. Texas)
	Harris, et al. v. Roto-Rooter Services Company	Case No. 00-L-525 (Madison County, IL)
	Harrison, et al. v. Pacific Bay Properties	No. BC285320 (Los Angeles County, CA)
	Henderson, et al . V. Volvo Cars of North America, LLC, et al.	09-04146 (D.N.J.)
	In re H&R Block IRS Form 8863 Litigation	Case No. 4:13-MD-02474-FJG. (W.D. MO)
	In Re: Bancomer Transfer Services Mexico Money Transfer Litigation	BC238061, BC239611(Los Angeles County, CA)
	In Re: Certainteed Fiber Cement Siding Litigation	MDL 2270 (E.D. PA)
	In Re: H&R Block Express IRA Marketing Litigation	Case No. 06-md-01786 (W.D. Mo.)
	In Re: High Carbon Concrete Litigation	Case No. 97-cv-20657 (D. Minn.)
	In Re: High Sulfur Content Gasoline Products Liability Litigation	MDL No. 1632 (E.D. La.)
	In Re: Ria Telecommunications and Afex Mexico Money Transfer Litigation	Case No. 99-cv-0759 (San Louis Obispo, Cal.)
	In Re: Salmonella Litigation	Case No. 94-cv-016304 (D. Minn.)
	In the Matter of Kushly Industries LLC	FTC File No.: 202-3111
	Janet Figueroa, et al. v. Fidelity National Title Insurance Company	Case No. 04-cv-0898 (Miami Dade County, Fla.)
	Jerome H. Schlink v. Edina Realty Title	Case No. 02-cv-18380 (D. Minn.)
	Joel E. Zawikowski, et al. v. Beneficial National Bank, et al.	Case No. 98-cv-2178 (N.D. Ill.)
	John Babb, et al. v. Wilsonart International, Inc.	Case No. CT-001818-04 (Memphis, Tenn.)
	John Colin Suttles, et al. v. Specialty Graphics, Inc.,	Case No. 14-505 (W.D. TX)
	Kenneth Toner, et al. v. Cadet Manufacturing Company	Case No. 98-2-10876-2SEA (King County, Wash.)

ANALYTICS

Analytics Consulting LLC
Partial List of Legal Notice and Class Action Consulting Experience

2/11/2025

Practice Area	*Engagement*	Citation
	Kiefer, et al. v. Ceridian Corporation, et al.	Case No. 3:95-cv-818 (D. Minn.)
	Kim Schroll et al. v Lakewood Residential Care LLC dba Lakewood Park Manor	18STCV29819 (Los Angeles County, CA)
	Kobylanski et al. v. Motorola Mobility, Inc. et al.	No. 13-CV-1181 (W.D. Pa.)
	Lisa Ranieri et al.v AdvoCare International, L.P.	Case No. 3:17-cv-00691 B (N.D. TX)
	Long et al v. Americredit Financial Services, Inc.	0:2011-02752 (Hennepin County, MN)
	Louis Thula, et al. v. Lawyers Title Insurance Corporation	Case No. 0405324-11 (Broward County, Fla.)
	Lynn Henderson, et al. v. Volvo Cars of North America, LLC, et al.	No. 2:09-cv-04146-CCC-JAD (D.N.J.)
	Lynnette Lijewski, et al. v. Regional Transit Board, et al.	Case No. 4:93-cv-1108 (D. Minn.)
	Mark Laughman, et al. v. Wells Fargo Leasing Corp. et al.	Case No. 96-cv-0925 (N.D. Ill.)
	Mark Parisot et al v. US Title Guaranty Company	Case No. 0822-cc-09381 (St. Louis Circuit Court, Mo.)
	Mark R. Lund v. Universal Title Company	Case No. 05-cv-00411 (D. Minn.)
	Marks, et al. v. The Realty Associates Fund X, et al.	CA No. SUCV2018-00056-BLS1 (Suffolk County, MA)
	Melissa Castille Dodge, et al. v. Phillips College of New Orleans, Inc., et al.	Case No. 95-cv-2302 (E.D. La.)
	Michael Drogin, et al. v. General Electric Capital Auto Financial Services, Inc.	Case No. 95-cv-112141 (S.D.N.Y.)
	Michael Sutton v. DCH Auto Group, et al.	(Essex County, NJ)
	Michael T. Pierce et al. v. General Electric Capital Auto Lease	CV 93-0529101 S
	Mitchem, et al v. Illinois Collection Service, Inc.	Case No. 09-cv-7274 (N.D. Ill.)
	Northcoast Financial Services v. Marcia Webster	2004 CVF 18651 (Cuyahoga County, OH)
	Olivia Savarino et al. v Lincoln Property Co.	14-1122C (Essex County, MA)
	Oubre v. Louisiana Citizens Fair Plan	No. 625-567 (Jefferson Parish, LA)
	Patricia Faircloth, et a. v. Certified Finance, Inc., et al.	Case No. 99-cv-3097 (E.D. La.)
	Pistilli v. Life Time Fitness, Inc.	Case No. 07-cv-2300 (D. Minn.)
	Rawlis Leslie, et al. v. The St. Joe Paper Company	Case No. 03-368CA (Gulf County, Fla.)
	Regayla Loveless, et al. v. National Cash, Inc, et al.	Case No. 2001-cv-892-2 (Benton County, Ark.)
	Ricci, et al., v. Ameriquest Mortgage Co.	Case No. 27-cv-05-2546 (D. Minn.)
	Ronnie Haese, et al. v. H&R Block, et al.	Case No. 96-cv-423 (Kleberg County, Tex.)
	Sandra Arnt, et al. v. Bank of America, N.A.	No. 27-cv-12-12279 (Hennepin County, MN)
	Sara Khaliki, et al. v. Helzberg Diamond Shops, Inc.	4:11-cv-00010 (W.D. Mo.)
	Shepherd, et al. v. Volvo Finance North America, Inc., et al.	Case No. 1:93-cv-971 (D. Ga.)
	Skusenas v. Linebarger, Goggan, Blair & Sampson, LLC.	Case No. 1:10-cv-8119 (N.D. Ill.)
	Smith v. NRT Settlement Services of Missouri, LLC	Case No. 06-cv-004039 (St. Louis County, MO)
	Terrell Ervin v. Nokia Inc. et al.	Case No. 01-L-150 (St. Clair County, Ill.)
	The People of the State of California v. Rainbow Light Nutritional Systems, LLC, et al.	Case No. 19STCV28214 (Los Angeles County, CA)
	Theresa Boschee v. Burnet Title, Inc.	Case No. 03-cv-016986 (D. Minn.)
	Thomas Geanacopoulos v. Philip Morris USA, Inc.	Civil Action No. 98-6002-BLS1 (MA Superior Court)
	Thomas Losgar, et al. v. Freehold Chevrolet, Inc., et al.	Case No. L-3145-02 (Monmouth County, NJ)
	Tiffany Ellis, et al. v. General Motors LLC	Case No. 2:16-cv-11747 (E.D. Mich.)
	Tom Lundberg, et al. v. Sprint Corporation, et al.	Case No. 02-cv-4551 (Wyandotte County, Kan.)

ANALYTICS

Analytics Consulting LLC
Partial List of Legal Notice and Class Action Consulting Experience

2/11/2025

Practice Area	*Engagement*	Citation
	Truc-way, Inc., et al. v. General Electric Credit Auto Leasing	Case No. 92-CH-08962 (Cook County, Ill.)
	Trudy Latman, et al. vs. Costa Cruise Lines, N.V., et al	Case No. 96-cv-8076 (Dade County, Fla.)
	U.S. v. $1,802,651.56 in Funds Seized from e-Bullion, et al. ("Goldfinger")	No. CV 09-1731 (C.D. Cal.)
	U.S. v. $1,802,651.56 in Funds Seized from e-Bullion, et al. ("Kum Ventures")	No. CV 09-1731 (C.D. Cal.)
	U.S. v. David Merrick	6:10-cr-109-Orl-35DAB
	U.S. v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.	(E.D. Fla)
	United States of America v. Alfredo Susi, et al.	3:07-cr-119 (W.D.N.Y.)
	United States of America v. David Merrick	6:10-cr-109-Orl-35DAB
	United States of America v. Elite Designs, Inc.	Case No. 05-cv-058 (D. R.I.)
	United States of America v. Evolution Marketing Group	Case No. 6:09-cv-1852 (S.D. Fla.)
	United States of America v. Regenesis Marketing Corporation	No. C09-1770RSM (W.D. Wash.)
	United States of America v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.	(E.D. Fla.)
	Vicente Arriaga, et al. v. Columbia Mortgage & Funding Corp, et al.	Case No. 01-cv-2509 (N.D. Ill.)
	Vittorio Blaylock v LVNV Funding LLC, et al.	Case No. 13-L-562 (St. Clair County, IL)
	William R. Richardson, et al., v. Credit Depot Corporation of Ohio, et al.	Case No. 315343 (Cuyahoga County, Ohio)
	Zyburo v. NCSPlus Inc.	Case No. 12-cv-06677 (S.D.N.Y.)
CryptoCurrency	*In the Matter of ShipChain, Inc.*	SEC Admin. Proc. AP No. 3-20185
	U.S. v. $1,802,651.56 in Funds Seized from e-Bullion, et al. ("Goldfinger")	No. CV 09-1731 (C.D. Cal.)
	U.S. v. $1,802,651.56 in Funds Seized from e-Bullion, et al. ("Kum Ventures")	No. CV 09-1731 (C.D. Cal.)
	United States of America v. $1,802,651.56 in Funds Seized from E-Bullion, et al.	Case No. 09-cv-01731 (C.D. Cal.)
Data Breach	*AFCU v v. Hudson's Bay Company, et al.*	No. 19-cv-4492 (PKC) (S.D.N.Y.)
	American Bank Systems Data Security Incident	
	Billy Perry v. Bay & Bay Transportation Services, Inc.	No. 22-CV-973 (JRT/ECW) (D. Minn.)
	Boykin v Choice Health Insurance LLC	No. 4:22-cv-03940 (D.S.C.)
	F.T.C. v. Choicepoint	Case No. 06-cv-0198 (N.D. Ga.)
	First Choice Federal Credit Union v. The Wendy's Company	Case No. 2:16-cv-00506-NBF-MPK (W.D. Pa.)
	Fitton v. Pinnacle Propane, LLC	Case No. 3:23cv1559 (N.D. Tex.)
	Gero, et al., v. MedInform, Inc.	No. 23CV981382 (Cuyahoga County, Ohio)
	In Re Equifax, Inc. Customer Data Security Breach Litigation	1:17-md-2800 TWT (N.D. GA)
	In Re Hudson's Bay Company Data Security Incident Consumer Litigation	Case No. 1:18-cv-08472 PKC (S.D. N.Y.)
	In re Wawa, Inc. Data Security Litigation (Financial Institution Track)	Case No. 2:19-CV-06019 (W. D. Pa.)
	In re: Equifax, Inc. Customer Data Security Breach Litigation	Case No. 1:17-md-2800-TWT (N.D. Ga)
	Linman v. Marten Transport, Ltd.	Case No. 3:22-cv-00204 (W.D. Wis.)
	Mitchell Lautman v American Bank Systems, Inc.	Case No.: 2:20cv1959 (W.D. PA)
	Pascute et al. v. Amotec, Inc.	Case No. CV23965539 (Cuyahoga County, Ohio)
	Patricia Marshall v. Lamoille Health Partners, Inc.	No. 2:22-cv-00166-wks (D. Vt.)
	Pederson, et al. v. AAA Collections, Inc.	No. 4:22-cv-04166 (D.S.D.)
	Quaife v. Brady Martz & Associates, P.C.	Case No. 3:23-cv-00176-PDW-ARS (D.N.D.)

ANALYTICS

Analytics Consulting LLC
Partial List of Legal Notice and Class Action Consulting Experience

2/11/2025

Practice Area	*Engagement*	Citation
	Roper v. Rise Interactive Media & Analytics, LLC	No. 1:23-cv-1836 (N. D. Ill.)
	Sheffler v Activate Healthcare, LLC	No. 1:23-cv-01206-SEB-TAB (S.D. Ind.)
	Sterling et al. v. Strategic Forecasting, Inc. et al.	No. 2:12-cv-00297-DRH-ARL (E.D.N.Y.)
	Stone v. Gardner Resources Consulting LLC	Case No. 2282CV00845 (Norfolk County, Mass.)
	Taylor v. Columbus Aesthetic and Plastic Surgery, Inc.	No. 24CV2201 (Franklin County, Ohio)
	Veridian Credit Union v. Eddie Bauer LLC	No. 2:17-cv-00356 (W.D. Wash.)
	Village Bank et al. v Caribou Coffee Company, Inc.	0:19-cv-01640 (D. MN)
Data Breach/Privacy	*Anderson, et al. v. United Retail Group, Inc., et al.*	Case No. 37-cv-89685 (San Diego County, Cal.)
	Baby Doe v Ann & Robert H. Lurie Children's Hospital of Chicago	Case No.: 2020CH04123 Circuit Court Cook County IL (Chancery Division)
	F.T.C. v. CEO Group, Inc.	Case No. 06-cv-60602 (S.D. Fla.)
	In Re: U.S. Bank National Association Litigation	Case No. 99-cv-891 (D. Minn.)
Discrimination	*Chicago Teachers Union, Local.1, v Board of Education of the City of Chicago*	Case No.: 1:12cv01311 (N.D. Ill.)
Elder Abuse	*Blaine Johnson v Napaidence Opco, LLC d/b/a Napa Post Acute*	Case No.: 21CV001248 (Napa County, CA)
	Brinkerhoff v Lifehouse San Diego operations LLC d/b/a The Shores Post-Acute	Case No.: 202100021078 (San Diego, CA)
Employment	*Aaron Riffle et al. v Cristy's Pizza, Inc.*	2:19-cv-04750 GCS-CMV (S.D. OH)
	Aaron Riley v Timiny R/R Construction, Inc.	Case No.: 3:21cv02288 (N.D. OH)
	Adam P. Kelly, et al v. Bank of America, N.A., et al.	No. 10-CV-5332 (E.D. Ill.)
	Alequin, et al. v. Darden Restaurants, Inc. et al.	Case No.: 12-61742-CIV (S.D. Fla.)
	Alice Williams, et a. v. H&R Block Enterprises	RG 08366506, (County of Alameda, CA)
	Alicia Ousley v CG Consulting d/b/a Scores Columbus	Case No. 2:19-cv-01744 SDM-KAJ (S.D. OH)
	Alma Anguiano v. First United Bank and Trust Co.	Case No. CIV-12-1096 (D. Okla.)
	Alona Brank v Med1Care, Ltd	Case No.: 3:22cv00384-JZ (N.D. OH)
	Amanda Fortin v Wise Medical Staffing, Inc.	Case No.: 2:21cv01467 (S.D. OH)
	Amber Oaks v Auria Holmesville, LLC	Case No.: 3:22cv0008-JZ (N.D. Ohio)
	Amber Young v I Love This Bar LLC	Case No.: 2:20cv3971 (S.D. Ohio)
	Amiee Tracy v Quantum Health, Inc.	Case No.: 2:22cv00294-MHW-KAJ (E.D. Ohio)
	Amy Brailer v Clearcomm Bawa, Inc.	Case No.: 1:17cv01391-JFM (D. MD
	Andrew R. Rondomanski, et al. v. Midwest Division, Inc.	No. 11-cv-00887 (W.D. Mo.)
	Anita Adams v Aztar Indiana Gaming Company LLC d/b/a Tropicana Evansville	Case No.: 2:20cv00143-RLY-MPB (S.D. Ind.)
	Ann Ford v U.S. Foods, Inc.	Case No.: 1:19cv05967 (N.D. Ill.)
	Antwaun Jones et al. v United American Security LLC	Case No. 1:20cv00440 JG (N.D. OH)
	Arturo Reyes et al. v Ivary Management Co. dba Renaissance Stone Care and Waterproofing	19CV340357 (Santa Clara, CA)
	Ashanti Sanchez v Agile Pursuits, Inc.	Case No.: 2020CH02640 Circuit Court Cook County, IL
	Balandran, et al. v. Labor Ready, et al.	BC 278551 (Losa Angeles County, Cal.)
	Ballard, et al. v. CoreCivic of Tennessee, LLC	Case No. 3:20cv418 (M.D. Tenn.)
	Ballard, et al., v. Fogo de Chao, LLC	Case No. 09-cv-7621 (D. Minn.)
	Barbara Jane Freck et al. v Cerner Corporation	4:20-cv-00043 BCW (W.D. MO)
	Batiste v. TopGolf International Inc. and TopGolf USA Spring Holdings, LLC	Civil Action 4:20-cv-00655 (S.D. Tx.)

ANALYTICS

Analytics Consulting LLC
Partial List of Legal Notice and Class Action Consulting Experience

2/11/2025

Practice Area	*Engagement*	Citation
	Beasley, et al. v. GC Services LP	Case No. 09-cv-01748 (E.D. Mo.)
	Berry v. Farmers Bank & Trust, N.A.	Case No. 13-02020
	Berte v. WIS Holdings Corporation	07-cv-1932 (S.D. Cal.)
	Bishop et al. v. AT&T Corp.	Case No. 08-cv-00468 (W.D. Pa.)
	Bobbi Hardisky et al. v Gateway Health LLC	Case No. 2:20-cv-01483 MPK (W.D. PA)
	Bobbie Jarrett v. GGNSC Holdings, LLC	Case No.: 12-CV-4105-BP (W.D. Mo.)
	Bobbi-Jo Smiley et al. v E.I. Dupont De Nemours and Company	3:12-cv-02380 (M.D. PA)
	Bonnie J.Pasquale v Tropicana Atlantic City Corporation	Case No.: 1:20cv06909 (D. NJ)
	Brenda Wickens, et al. v Thyssenkrupp Crankshaft Co. LLC	Case No. 1:19-cv-06100 (S.D. IL)
	Brian Smith et al. v Kellogg Company	1:18-cv-01341 PLM-RSK (D. NV)
	Brittanee Tupitza et al. v Texas Roadhouse Management Corporation	Case No. 1:20-cv-00002 (W.D. PA)
	Burbran Pierre v City of New York, et al.	Civil Action No.: 20-cv-05116(ALC)(DCF) (S.D.N.Y.)
	Cara Nasisi et al.v Comprehensive Health Management, Inc.	Case No. 1:19-cv-4132 KPF (S.D. N.Y.)
	Carlos Calderas, et al. v AK Tube, LLC	Case No. 3:19-cv-02431 JZ (W.D. OH)
	Carolyn Bledsoe at al. v LHC Group, Inc.	2:18-cv-02863 (D. AZ)
	Carolyn M. Nicholson et al. v IOC-Boonville, Inc. dba Isle of Capri Casino Hotel, Boonville	2:19-cv-04084 (W.D. MO)
	Chandler Glover and Dean Albrecht, et al., v. John E. Potter	EEOC No. 320-A2-8011X; Agency No. CC-801-0015-99
	Chantel Headspeth et al. v TPUSA, Inc. dba Teleperformance USA	2:19-cv-02062 ALM-CMV (S.D. OH)
	Charles Fravel, et al. v General Mills Operations, LLC	Case No. 2:20-cv-01094 EAS-CMV (S.D. OH)
	Cheyenne Seiber at al.vManagement and Training Corporation	3:19-cv-02983 (N.D. OH)
	Christian Alesius v Pitsburgh Logistics Systems, Inc. d/b/a PLS Logistics Services	Case No.: 2:20cv01067 (W.D. PA)
	Christopher Evins v. Glow Networks, Inc.	Case No. 14-cv-00544 (W.D. Mo.)
	Christopher Rawlings ae al. v BMW Financial Services NA, LLC	2:20-cv-02289 EAS-KAJ (S.D. OH)
	Claudine Wilfong, et al. v. Rent-A-Center, Inc.	Case No. 00-cv-680 (S.D. Ill.)
	Coltogirone, et al. v. Gateway Health, LLC	Case No. 2:20-cv-00605-MJH (W.D. Pa.)
	Copher v. Motor City Auto Transport, Inc.	15-2500-CK (Macomb County, MI)
	Creed, et al. v. Benco Dental Supply Co.	3:12-CV-1571 (E.D. Pa.)
	Dania Pruess, et al. v Presbyterian Health Plan, Inc.	Case No. 1:19-cv-629 KG-JFR (D. New Mexico)
	Daniel O'Malley v Kass Management Services, Inc.	Case No.: 1:20cv01331 (N.D. IL)
	Darrin Dickerson et al. v Zayo Group, LLC	1:20-cv-02490 (D. CO)
	Dawn Bellan, et al. v Capital Blue Cross	Case No. 1:20-cv-00744 YK (M.D. PA)
	Day, et al. v. KASA Delivery LLC.	Case No. 01-17-0000-2142 (AAA)
	De La Torre v. Colburn Electric Company	Civil Action No. 4:20-cv-00127-JED-JFJ (N.D. Okla.)
	Deborah Roberts v Arrow Senior Living Management, Inc.	Case No.: 4:21cv01370 (E.D. MO)
	DeGidio v. Crazy Horse Saloon & Restaurant, Inc.	Case No. 4:13-cv-02136-BHH (D.S.C.)
	Department of Consumer and Worker Protection v Dunkin Donuts	
	Doe, et al. v. Cin-Lan, Inc, et al.	Case No. 4:08-cv-12719 (E.D. Mich.)
	Doe, et al. v. Déjà Vu Services, Inc., et al.	No. 2:16-cv-10877 (E.D. Mich.)

ANALYTICS

Analytics Consulting LLC
Partial List of Legal Notice and Class Action Consulting Experience

2/11/2025

Practice Area	*Engagement*	Citation
	Dominique Delva v Toast, Inc.	Case No. C.A. 2284-CV-01464H (Suffolk County, MA)
	Don Brooks et al. v C.H. Robinson International, Inc. et al.	4:16-cv-00939 (W.D. MO)
	Donna Disselkamp at al. v Norton Healthcare, Inc.	3:18-cv-00048 CRS (W.D. KY)
	Donna Marcum v Lakes Venture LLC dba Fresh Thyme Farmers Market LLC	3:19-cv-00231 DJH (W.D. KY)
	DuBeau et al v. Sterling Savings Bank et al.	No. 12-cv-1602 (D. Or.)
	Dzianis Huziankou et al. v NY Sweet Spot Café Inc. dba Sweetspot Café	1:18-cv-05715 (E.D. N.Y.)
	Ebony Jones at al. v CBC Restaurant Corp. dba Corner Bakery Cafe	1:19-cv-06736 (N.D. IL)
	Edward Watson at al. v Tennant Company, a Minnesota Corporation	2:18-cv-02462 WBS-DB (E.D. CA)
	EEOC v Oceanic Time Warner Cable LLC, et al.	Case No. CV -18-00357 DKW-KJM (D. Hawaii)
	Eli Balderas v Schutz Container Systems, Inc.	Case No.: 3:21cv02427 (N.D. OH
	Elizabeth Border et al. v Alternate Solutions Health Network LLC	Case No. 2:20-cv-01273 ALM-KAJ (S.D. OH)
	Elizabeth Yorba v Barrington School, LLC	Case No.: 2:21cv691 (S.D. OH)
	Elvia Boyzo et al. v United Service Companies, Inc.	1:18-cv-6854 (N.D. IL)
	Emma Guertin v Melbo Franchise Holdings, Inc. d/b/a Chick-fil-A Fulton Street	Case No..: 604316/2022 (Nassau County, NY)
	Equal Employment Opportunity Commission (EEOC) v. Star Tribune Company	Case No. 08-cv-5297(D. Minn.)
	Equal Employment Opportunity Commission v Faribault Foods, Inc.	Case No. 07-cv-3976 (D. Minn.)
	Eric Eisenberg v Conrad's Tire Service,Inc.	Case No. CV-21-949506 (Cuyahoga County, OH)
	Feiertag v. DDP Holdings, LLC d/b/a Apollo Retail Specialists, LLC,	Case No. 2:14-cv-2643 (S.D. Ohio)
	Felina Robinson v The Buffalo News, Inc.	Case No. 801427/2019 (Erie County, NY)
	Ferreras, et. al v. American Airlines, Inc.	16-cv-2427 (D.N.J.)
	Fisher, et al. v. Michigan Bell Telephone Company	Case No. 09-cv-10802 (E.D. Mich.)
	Frank De La Paz v. Accurate Courier NCA LLC	Case No. 16CV00555 (County of Santa Cruz, CA)
	Frank, Peasley, Waters, and Wilhelm, v Gold'n Plump Poultry, Inc.	Case No. 04-cv-1018 (D. Minn.)
	French v. Midwest Health Management, Inc.	Case No.: 2:14-cv-2625
	Geelan, et al. v. The Mark Travel Coporation	Case No. 03-cv-6322 (D. Minn.)
	Gipson, et al. v. Southwestern Bell Telephone Company	Case No. 08-cv-2017 (D. Kan.)
	Goelz v Bud Antle, Inc.	Case No.: 2022 CV 02 0068 (Tuscarawas County, OH)
	Greene, et al. v. Shift Operations LLC, et al.	Case No. CGC 16-552307 (County of San Francisco, CA)
	Gregory Hernandez v. The Children's Place	No. CGC 04-4300989 (San Francisco, CA)
	Gretchen Valencia et al. v Armada Skilled Home Care of NM LLC	1:18-cv-01071 KG-JFR (D. NM)
	Harrison v Blackline Systems, Inc.	Arbitration
	Hawkins v. JPMorgan Chase Bank, N.A.	Case No. 8:19-cv-02174 (M.D. Fla.)
	Heather Betts et. al. v Central Ohio Gaming Ventures, LLC	2:16-cv-00373 EAS-EPD (S. D. OH)
	Heather Fitzgerald v Forest River Manfacturing LLC	Case No.: 3:20cv01004 (N.D. IN)
	Heather Lawrence v Benesys, Inc.	Case No.: 1:22cv11517 (E.D. Mich)
	Hector Farias v Strickland Waterproofing Company, Inc.	Case No.: 3:20cv00076 (W.D. VA)
	Helen Bernstein, et al. v. M.G. Waldbaum	Case No. 08-cv-0363 (D. Minn.)
	Helen Hamlin v Gorant Chocolatier, LLC	4:20-cv-00117 (N.D. OH)

ANALYTICS

Analytics Consulting LLC
Partial List of Legal Notice and Class Action Consulting Experience

2/11/2025

Practice Area	*Engagement*	Citation
	Herzfeld v. 1416 Chancellor, Inc.	No. 14-4966 (E.D. Pa.)
	Holt v. Living Social	1:2012cv00745 (D.D.C.)
	Isabella Savini Merante v American Institute for Foreign Study, Inc.	Case No.: 3:21cv03234 (N.D. CA)
	Jacob Bartakovits et al. v Wind Creek Bethlehem LLC dba Wind Creek Bethlehem	5:20-cv-01602 (E.D. PA)
	James Meyers et al. v Boomerang Rubber, Inc.	3:19-cv-00070 WHR (S.D. OH)
	James Oakley et al. v The Ohio State University Wexner Medical Ctr.	2017-00845 (Oh state Court of Claims)
	James Smith et al. v Oakley Transport, Inc.	3:19-cv-05854 EMC (N.D. CA)
	James Walters v Professional Labor Group, LLC	Case No.: 1:21cv02831-JRS-MJD (S.D. Ind.)
	Jamise Collins et al. v Goodwill Industries of Greater Cleveland & East Central Ohio	1:19-cv-01433 (N.D. OH)
	Janae Miller v HG Ohio Employee Holding Corporation	Case No.: 2:21cv3978 (E.D. OH)
	Jane Does v. The Coliseum Bar and Grill	Case No: 17-cv-12212 (E.D. Mich.)
	Jason Adams et al. v Wenco Ashland, Inc.	1:19-cv-1544 CEH (N.D. OH)
	Jason Mass et al. v the Regents of the University of California et al.	RG17-879223 (Alameda County, CA)
	Javier Garza et al. v Wood Group USA, Inc.	4:20-cv-00253 (S.D. TX)
	Jeffrey Allen Jones v Amazon	Case No.: 1:15cv01106
	Jennifer Dennis et al. v Greatland Home Health Services, Inc.	1:19-cv-05427 (N.D. IL)
	Jennifer Hardy et al. v DuPage Medical Group, LTD	1:19-cv-02265 (N.D. IL)
	Jennifer Hayes, et al. v Thor Motor Coach Inc.	Case No. 3:19-cv-375 DRL-MGG (N.D. IN)
	Jeremiah Smith et al. v PPG Industries, Inc.	1:19-cv-01518 (N.D. OH)
	Jessica Owens et al. v Hearthside Food Solutions, LLC	3:19-cv-02479 (N.D. OH)
	Jimmy West v. PSS World Medical, Inc.	Case No. 4:13-cv-00574 (E.D. Mo.)
	John Alba, et al. v. Papa John's USA, Inc.	Case No. 05-cv-7487 (W.D. Cal.)
	John Lewis et al. v Sentry Electrical Group, Inc.	1:19-cv-00178 WOB (S.D. OH)
	Johnson, et al v. General Mills, Inc.	Case No. 10-cv-1104 (W.D. Mo.)
	Jordan Purvis v OSL Retail Services Corporation	Case No.: 3:21cv01738-JZ (N.D. OH)
	Joseph Connors v American Medical Response, Inc. Services, Inc.	1:20-cv-05046 (S.D. N.Y.)
	Joseph Gallant et al. v Arrow Consultation Services, Inc.	1:19-cv-00925 (S.D. IN)
	Justice v. Associated Materials, LLC	Case No. 5:20-cv-00410-SL (N.D. Ohio)
	Justin Tyson v Shake Shack Enterprises, LLC	Case No.: 514220/2022 (Kings County, NY)
	Kariseli Quinones v Magic Cleaning Solutions LLC	Case No.: 1:22cv00197 (E.D.N.Y.)
	Karyn Petersen, et al. v EmblemHealth, Inc. et al.	Case No. 1:20-cv-2568 CBA-RLM (E.D.N.Y.)
	Kelly Marie Camp, et al. v. The Progressive Corporation, et al.	Case No. 01-cv-2680 (E.D. La.)
	Kelly, et al v. Bank of America, N.A. et al.	No. 10-5332 (N.D. Ill.)
	Kendall Olin-Marquez v Arrow senior Living Management, LLC	Case No.: 2:21cv00996-EAS-CMV (S.D. Ohio)
	Kendra Brown v Rush Street Gaming, LLC	Case No.: 1:22cv00392 (N.D. NY)
	Kenyona Eubanks v Aurora Health Care, Inc.	Case No.: 2:20cv01253 (E.D. WI)
	Kevin Moitoso et al. v FMR LLC	1:18-cv-12122 WGY (D. MA)
	Khadeza Pyfrom v ContactUS, LLC d/b/a ContactUS Communications	Case No..: 2:21cv04293-EAS-CMV (S.D. Oio)

ANALYTICS

Analytics Consulting LLC
Partial List of Legal Notice and Class Action Consulting Experience

2/11/2025

Practice Area	*Engagement*	Citation
	Kiley Thornburg v Reflektions, LTD	2:21cv3905 (S.D. OH)
	Kim Anderson v Rent-A-Daughter Corporation	Case No.: 1:22cv00143 (N.D. OH)
	Kimberly Smith v ARG Resources, LLC	Case No.: 2019CH12528 Circuit Court Cook County, IL
	Kristin Swearingen v Amazon.com Services, Inc.	Case No.: 3:19cv01156-JR (D. OR)
	Kristina Drake v Chop Hospitality LLC	Case No.: 1:20cv01574 (E.D. Ill.)
	Krystal Wright v Majestic Care Staff LLC	Case No.: 2:21cv02129-MHW-EPD (S.D. Ohio)
	Kulauzovic et al. v. Citibank, N.A.	Index No. 507538/2018 (County of Kings, NY)
	Kusinski v. MacNeil Automotive Products Limited	Case No. 17-cv-3618 (N.D. Ill.)
	Lang, et al v DirecTV, Inc., et al.	No. 10-1085 (E.D. La.)
	Latanya Miles et al. v Variety Wholesalers, Inc.	1:19-cv-01714 PAB (N.D. OH)
	Lavar Martin et al. v Summit County	5:19-cv-02641 JRA (N.D. OH)
	Lee and Campion v. The City of Philadelphia	NO. 001125 (Court of Common Pleas, Philadelphia County)
	Lee Stephens v Auto Systems Centers, Inc. d/b/a/ Midas	Case No.: 2:21cv05131-ALM-CMV (S.D. Ohio)
	Leslie Avant v VXL Enterprises, LLC	Case No.: 3:21cv2016 (N.D. Cal.)
	Leslie Bethel v Bluemercury, Inc.	Case No.: 21cv2743 (S.D. NY)
	Linda J. Calhoun et al. v Aon Hewitt Health Insurance Solution, Inc.	Case No. 1:19-cv-01810 (N.D. IL)
	Lucas v Miller Products, Inc.	Case No.: 4:21-cv-2355 (N.D. OH)
	Luis Zhibri v Optimum Logistics Group, LLC	Case No.: 2:21cv05877 (E.D. NY)
	Lynn Lietz, et al. v. Illinois Bell Telephone Company, et al.	No. 1:11-cv-0108 (N.D. Ill.)
	Mallory v. Aclara Smart Grid Solutions, LLC	Case No. 2:20-cv-0240 (S.D. Ohio)
	Marcos D. Doglio v Boasso America Corporation	Case No.: 2:18cv13448-KM- MAH (D. NJ)
	Mariah Smith v Advocate Health Care Network	Case No.: 1:19cv05148 (E.D. IL)
	Mark Satterly et al. v Airstream, Inc.	3:19-cv-00032 WHR (S.D. OH)
	Mary Hutkai, et al. v. Penn National Gaming, Inc., et al.	Case No. 4:16-cv-00906 (W.D. Mo.)
	Mary Walburn et al. v Lend-A-Hand Services, LLC	2:19-cv-00711 ALM-CMV (S.D. OH)
	Michael A. Rivota et al. v Bank of America Corporation	1:18-cv-03843 (N. D. IL)
	Michael Fisher et al. v Dura-Line Corporation	1:19-cv-00286 (N. D. OH)
	Michael Levine, et al. v Vitamin Cottage Natural Food Markets, Inc.	Case No. 1:20-cv-00261 STV (D. CO)
	Michelle Jackson, et al. v. Jamba Juice Company	Case No. 8:02-cv-00381 (C.D. Cal.)
	Mi'Jette Sirmons v Star Multi Care Holding Corporation	Case No.: 2:21cv00456-CB (W.D. PA)
	Monica Brunty et al. v Optima Health Plan	2:19-cv-00255 (E.D. VA)
	Monte Endris v Hubler Chevrolet, Inc.	Cause No.: 49D12-1810-PL-040781 Superior Court, Marion County, IN
	Mudrich v The SYGMA Network, Inc.	Case No. 2:21-cv-4932 (S.D. OH)
	Nathaniel Boyce v SSP America MDW, LLC	Case No.: 1:19cv02157 (N.D. IL)
	Nicholas Jones v Memoryblue, Inc.	Case No.: 2022-00319306-CV Superior Court. Sacramento County, CA
	Nicholas O'Neil et al. v Miller Pipeline LLC	Case No. 2:20-cv-04034 MHW-CMV (E.D. OH)
	Nicole Kordie v Ohio Living	Case No.: 2:21cv03791-SDM-CMV (S.D. Ohio)
	Nikia Edwards v Optima Health Plan	Case No.: 2:20cv00192 (E.D. VA)

ANALYTICS

Analytics Consulting LLC
Partial List of Legal Notice and Class Action Consulting Experience

2/11/2025

Practice Area	*Engagement*	Citation
	Nikiesha Cleveland v Foundations Health Solutions, Inc.	Case No.: 1:21cv01713 (N.D. OH)
	Norma Marquez et al. v RCKC Corporation et al.	1:18-cv-07977 (N.D. IL)
	OFCCP v. B&H Foto & Electronics Corp.	Case No. 2016-OFC-0004 (Department of Labor)
	Omar Malcolm v The City of New York	Case No.: 1:20cv9641-ALC (S.D. NY)
	Owen, et al. v. Punch Bowl Minneapolis, LLC	Case No. 19-cv-0955 (D. Minn)
	Pamela Adams, et al., v. MedPlans Partners, Inc	Case No. 3:07-cv-259 (W.D. Ky.)
	Parnell, et al. v. Academy Mortgage Corporation	Case No. 01-17-0004-5311 (AAA)
	Pedro Rodriguez Martinez v Alpha Technologies Services, Inc.	5:17-cv-628 (E.D. NC)
	Phillip Busler, et al. v. Enersys Energy Products Inc., et al.	Case No. 09-cv-0159 (W.D. Mo.)
	Powell v. The Kroger Company and Dillon Companies, LLC	Case No. 1:20-cv-01983 (D. Colo.)
	Prentis Walton et al. v Oldcastle Building Envelope, Inc.	3:18-cv-02936 (N. D. OH)
	Ray Cruz-Perez v Penn National Gaming, Inc.	1:20-cv-02577 (N.D. IL)
	Rhonda Gresky v Checker Notions Company, Inc. d/b/a/Checker Distributors	Case No.: 3:21cv1203 (N.D. Ohio)
	Robert Eddings v. General Aluminum Manufacturing Company	Case No. 1:17-CV-00362 (N.D. Ohio)
	Robert Stock et al. v Xerox Corporation	Case No. 6:16-cv-06256 EAW (W.D. N.Y.)
	Rocher, et al. v. Sav-on Drugs, et al.	Case No. BC 227551 (Los Angeles County, Cal.)
	Roger James v Boyd Gaming Corporation	Case No.: 2:19cv02260-DDC-JPO (D. KS)
	Roger Stiles v Specialty Promotions, Inc.	Case No.: 2020CH03766 Circuit Court Cook County, IL
	Ronnie Loschiavo v Advanced Drainage Systems, Inc.	Case No.: 2:21cv05069-MHW-CMV (S.D. OH)
	Rosann Biagi v International Services, Inc.	Case No.: 21CH00000311 Circuit Court of Lake County, IL
	Russell Cain v JB Hunt Transport, Inc.	Case No. D-202-CV-2019-00710 (Bernalillo County, NM)
	Russell, et al. v. Illinois Bell Telephone Company	Case No. 08-cv-1871 (N.D. Ill.)
	Ryan Cocca v Ping Identity Corporation	Arbitration
	Ryan Ransom et al. v Burrows Paper Corporation	Case No. 2:20-cv-03824 MHW-CMV (S.D. OH)
	Sakinah Kelly at al. v Evolent Health LLC	1:19-cv-00500 (N. D. IL)
	Salamon v. Bayview Loan Servicing, LLC	No. 01-17-0002-1424 (AAA)
	Scott Snider et at. V Quantum Health, Inc.	2:20-cv-02296 CMV (E.D. OH)
	Sequoia Moss-Clark, et al. v. New Way Services, Inc., et al.	Case No. C12-1391 (Contra Costa County, CA)
	Sergio Moreno et al. v Silvertip Completion Services Operating LLC	Case No. 7:19-cv-00240 (W.D. TX)
	Shannon Wheeler v. Cobalt Mortgage, Inc. et al.	Case No. 2:14-cv-B1847-JCC (W.D. WA)
	Sherman Wright et al. v The Kroger Co.	1:19-cv-00761 MRB (S.D. OH)
	Smallwood, et al. v. Illinois Bell Telephone Company,	Case No. 09-cv-4072 (N.D. Ill.)
	Smith v. Family Video	No. 11-cv-01773 (N.D. Ill.)
	Smith v. Pizza Hut, Inc.	No. 09--cv-01632-CMA-BNB (D. Colo.)
	Speraneo v. BJC Health Systems, Inc. d/b/a BJC HealthCare	Case No. 1322-CC09701 (St. Louis County, MO)
	Stephanie Sanz, et al. v. Johny Utah 51, LLC	Case No. 14-cv-4380 (S.D.N.Y.)
	Stephen DiGiorgio et al. v EOS Holdings, Inc.	1:16-cv-11069 (D. MA)
	Steven Belt v P.F. Chang's China Bistro, Inc.	2:18-cv-03831 AB (E.D. PA)

ANALYTICS

Analytics Consulting LLC
Partial List of Legal Notice and Class Action Consulting Experience

2/11/2025

Practice Area	*Engagement*	Citation
	Surette, et al. v SmartBear Software, Inc.	Civil Action No. 2281-cv-00802 Middlesex County Superior Court
	Tamare Fry v Pilot Plastics, Inc.	Case No.: 5:22cv00465 (N.D. OH)
	Tanielle Thomas vWalmart, Inc.	18-cv-4717 (E.D. PA)
	Tasha Smith v Acceptance Solutions Group, Inc.	Case No.: 1:21cv01675 (N.D. Ill.)
	Teeter v. NCR Corporation	Case No. 08-cv-00297 (C.D. Cal.)
	Terri Powell et al. v IKEA Industry Danville, LLC	4:18-cv-00058 (W.D. VA)
	Terrie Gammon et al. v Marietta OPCO, LLC dba Arbors at Marietta	2:19-cv-05140 JLG-EPD (S.D. OH)
	The Fortune Society, Inc. et al. v. Macy's, Inc. et al.	No. 19 Civ. 5961 (S.D.N.Y.)
	Thomas Cramer et al. v. Bank of America, N.A. et al.	Case No. 12-08681 (N.D. Ill.)
	Thomas Dege, et al., v. Hutchinson Technology, Inc.	Case No. 06-cv-3754 (D. Minn.)
	Thomas v. Kellogg Company et al.	Case No. 3:13 Civ. 05136 (W.D. Wash.)
	Thompson v. Qwest Corporation, et al.	Civil Action No.: 1:17-cv-1745 (D. Colo.)
	Tiffany Williams v Bob Evans Farms, Inc.	Case No.: 2:18cv01353 (W.D. PA)
	Todd Coleman v Trophy Nut Co.	3:19-cv-00374 TMR (S.D. OH)
	Tompkins et al. v. Ferny Properties, LLC et. al.,	No. 3:18-cv-00190 (D.N.D.)
	Tracie Ford et al. v Cardinal Innovations Healthcare Solutions	Case No. 1:20-cv-00736 (M.D. NC)
	Tracy Mattison et al. v Trubridge, Inc.	5:19-cv-01618 JRA (N.D. OH)
	Trista L.Freeman, et al. v Crossroads Hospice of Northeast Ohio LLC	Case No. 5:20-cv-01579 BYP (E.D. OH)
	Twohill, et al. v. First Acceptance Corporation	Case No. 3:17−cv−00284 (M.D. Tenn.)
	Tyler Mudrich v The Sygma Network, Inc.	Case No.: 2:21cv04932-EAS-CMV (S.D. OH)
	Tylisha Allen v Flanders Corporation	Case No. 2022-LA-154 Circuit Court Sangamon, IL
	Vernon Roberts v Techserv Consulting and Training, LTD	Case No.: 6:21cv00406 (E.D. Tex.)
	Victor Sanchez v Gold Standard Enterprises, Inc. d/b/a/ Binny's Beverage Depot	Case No.: 1:21cv03349 (N.D. Ill)
	Wallace Pitts at al. v. G4s Secure Solutions (USA), Inc.	2:19-cv-02650 MHW-CMV (E.D. OH)
	Watkins, et al. v. I.G. Incorporated, etl a.	Case No. 27-13-15361 (Hennepin County, MN)
	Weeks v. Matrix Absence Management, Inc.	Case No. 2:20-cv-884 (D. Arizona)
	White et al. v. Edward Jones Co., L.P. dba Edward Jones	No. 17 Civ. 02004 (N.D. Ohio)
	Wilkinson, et al. v. NCR Corporation	Case No. 1:08-cv-5578 (N.D. Ill.)
	William Perrin, et al. v. Papa John's International	No. 4:09-CV-01335 (E.D. Mo.)
	William Whitlock, et. al v. FSH Management, LLC, et. al.	3:10-cv-00562-M
	Williams v. DH Pace	Case No. 4:14-cv-00161 (W.D. Mo.)
	Williams, et al. v. Dollar Financial Group, et al.	Case No. RG03099375 (Alameda County, CA)
	Williams, et al. v. G4S Secure Solutions (USA) Inc.	Civil Action No. 1:17-CV-00051 (M.D.N.C)
	Williams, et al. v. H&R Block Enterprises, Inc.	No. RG 08366506 (Alameda County, CA)
	Wittemann, et al. v. Wisconsin Bell, Inc.	Case No. 09-cv-440 (W.D. Wisc.)
	Wlotkowski, et al. v. Michigan Bell	Case No. 09-cv-11898 (E.D. Mich.)
Environmental	*Bernice Samples, et al. v. Conoco, Inc., et al.*	Case No. 01-0631-CA-01 (Escambia Country, Fla.)
	Billieson, et al. v. City of New Orleans, et al.	No. 94-19231 (Orleans Parish, LA)

ANALYTICS

Analytics Consulting LLC
Partial List of Legal Notice and Class Action Consulting Experience

2/11/2025

Practice Area	*Engagement*	Citation
	City of Greenville, et al., v. Syngenta Crop Protection, Inc., and Syngenta AG	No. 3:10-cv-00188-JPG-PMF (S. D. Ill.)
	In Re: Duluth Superior Chemical Spill Litigation	Case No. 92-cv-503 (W.D. Wis.)
	Keltner, et al., v. SunCokeEnergy, Inc., et al.	Case No.: 2014-L-1540 (Madison County, IL)
	Latta, et al. v. Hannibal Board of Public Works, et al.	Case No. 16SL-CC01881 (St. Louis, MO)
	McGruder, et al. v. DPC Enterprises	No. CV2003-022677 (Maricopa County, AZ)
	Mehl v. Canadian Pacific Railway, Limited	Case No. 02-cv-009 (D.N.D.)
	Michelle Marshall, et al. v. Air Liquide -- Big Three, Inc. et al.	No. 2005-08706 (Orleans Parish, LA)
	Perrine, et al. v. E.I. Dupont De Nemours and Company, et al.	01-0631-CA-01 (Harrison C., WV)
ERISA	*Colon, et al. v. Johnson, et al.*	Case No. 8:22-cv-888-TPB-TGW (M.D. Fla.)
	Cothran v. Adams, et al.	Case No. 8:2023-cv-00518 (M.D. Fl.)
	In Re: Broadwing Inc ERISA Litigation	Case No. 02-cv-00857 (S.D. Ohio)
	Leslie D. Nolan v The Detroit Edison Company	Case No.: 2:18cv13359-DML-SDD (E.D. MI)
	Michael Marzec v Reladyne, LLC	Case No.: 2018CH14101 Circuit Court of Cook County, IL (Chancery Division)
	Quince Rankin v. Charles C. Conway (Kmart ERISA Litigation)	Case No. 02-cv-71045 (E.D. Mich.)
ERISA - 401k/403b Fee	*Anderson, et al. v. Coca-Cola Bottlers' Association, et al.*	Case No. 21-cv-02054 (D. Kan.)
	André Clark, et al., v. Oasis Outsourcing Holdings, Inc., et al.	Case No. 9:18-cv-81101- RLR (S.D. Fla.)
	Anthony Abbott, et al. v. Lockheed Martin Corp., et al.	Case No. 06-701 (S.D. Ill.)
	Bacon, et al., v. Board of Pensions of the Evangelical Lutheran Church in America	Case No. 27-CV-15-3425 (Hennepin County, MN)
	Baker, et al. v. John Hancock Life Insurance Company (U.S.A.), et al.	Civil Action 1:20-cv-10397-RGS (D. Minn.)
	Beach, et al.v JPMorgan Chase Bank, N.A., et al.	Case No. 17-00563-JMF (S.D.N.Y.)
	Becker v. Wells Fargo & Co. et al	Case No. 0:20-cv-02016 (D. Minn.)
	Berry, et al. v. FirstGroup America, Inc., et al.	Case No. 1:18-cv-00326-JPH (S.D. Ohio)
	Bhatia, et al. v. McKinsey & Company, Inc., et al.	Case No. 1:19-cv-01466-GHW-SN (S.D.N.Y.)
	Bouvy v. Analog Devices, Inc., et al.	Case No. 19-cv-881-DMS-BLM (S.D. Cal.)
	Brian Loomis v Nextep, Inc.	Case No.: 5:21cv00199-HE (W.D. OK)
	Brotherston, et al. v. Putnam Investments, LLC, et al.	Civil Action No. 15-13825-WGY (D. Mass.)
	Brown et al. v. The MITRE Corporation, et al.	Case No. 1:22-cv-10976-DJC (D. Mass.)
	Brown-Davis et al v. Walgreen Co. et al	Case No. 1:19-cv-05392 (N.D. Ill.)
	Carrigan, et al. v. Xerox Corporation, et al.	No. 3:21-cv- 01085 (D. Conn.)
	Chechile et al v. Baystate Health, Inc. et al.	No. 22-cv-30155-KAR (D. Mass.)
	Clifton Marshall, et al. v. Northrop Grumman Corp., et al.	Case No. 16-6794 (C.D. Cal.)
	Conte v. WakeMed	Case No. 5:21-cv-00190-D (E.D.N.C.)
	Coviello, et al. v. BHS Management Services, Inc., et al.	No. 3:20-cv-30198-MGM (D. Mass.)
	Cunningham, et al., v. Cornell University, et al.	Case No. 16-cv-6525 (S.D.N.Y.)
	David Clark, et al, v. Duke University, et al.	Case No. 1:16-CV-01044-CCE-LPA (M.D.N.C.)
	David Kinder, et al. v. Koch Industries, Inc., et al.	Case No. 1:20 cv 02973 MHC (N.D. Ga.)
	Davis v. Magna International of America, Inc.	Case No. 2:20-cv-11060 (E.D. Mich.)
	Dean et al. v. Cumulus Media, Inc. et al.	No. 1:22-cv-04956-TWT (D. Ga)

ANALYTICS

Analytics Consulting LLC
Partial List of Legal Notice and Class Action Consulting Experience

2/11/2025

Practice Area	*Engagement*	Citation
	Dennis Gordan, et al. v. Massachusetts Mutual Life Insurance Co., et al.	Case No. 13-cv-30184-MAP (D. Mas.)
	Diego Cervantes v. Invesco Holding Company (US), Inc., et al.	Civil Action No. 1:18 cv-02551-AT (N.D. Ga.)
	Dustin S. Soulek v Costco Wholesale Corporation	Case No.: 20cv937 (E. D. Wis.)
	Ford, et al. v. Takeda Pharmaceuticals U.S.A., Inc., et al	No. 21-cv-10090 (D. Mass.)
	Fritton, et al. v. Taylor Corporation, et al.	No. 22-cv-00415 (D. Minn.)
	Garcia et al. v. Alticor, Inc. et al.,	Case No. 1:20-cv-01078-PLM-PJG (W.D. Mich.)
	Garnick, et al. v. Wake Forest University Baptist Medical Center, et al.	Case No. 1:21-CV-00454- WO-JLW (M.D.N.C.)
	Gleason et al v. Bronson Healthcare Group, Inc. et al.	Case No. 1:21-cv-00379 (W. D. Mich.)
	Gomes, et al. v. State Street Corporation, et al.	Case No. 1:21-cv-10863-MLW (D. Mass.)
	Gruber v. Grifols Shared Services North America, Inc. et. al.	Case No: 2:22-cv-02621-SPG-AS (C.D. Cal.)
	Harvey Miller et al. v. Packaging Corporation of America, Inc., et al.	Case No. 1:22-cv-00271 (W.D. Mich.)
	Hawkins, et al. v. Cintas Corporation, et al.	No. 1:19-cv-01062-JPH
	Henderson et al. v. Emory University et al.	Case No. 16-cv-2920 (N.D. Ga.)
	Hill et al v. Mercy Health System Corporation et al	Case No. 3:20-cv-50286 (N.D. Ill.)
	Hundley et al., v. Henry Ford Health System et al	Case No. 2:21-cv-11023-SFC (E.D. Mich.)
	In re GE ERISA Litigation	Master File No. 1:17-cv-12123-IT (D. Mass)
	In re M&T Bank Corporation ERISA Litigation	Case No. 1:16-cv-375 (W.D.N.Y.)
	In re Northrop Grumman Corporation ERISA Litigation	Case. No. 06-CV-6213 AB (JCx) (C.D. Cal.)
	Intravaia, et al. v. National Rural Electric Cooperative Association, et al.	Case No. 1:19-cv-00973-LO-IDD (E.D. Va.)
	Johnson, et al v. Fujitsu Technology and Business of America, Inc. et al.	Case No.: 5:16-cv-03698 NC (N.D. Cal.)
	Karg et al v. Transamerica Corporation et al	Case No. 1:18-cv-00134 (N.D. Iowa)
	Karolyn Kruger, et al. v. Novant Health Inc., et al.	Case No. 14-208 (M.D.N.C.)
	Karpik, et al. v. Huntington Bancshares Incorporated, et al.	Case No. 2:17-cv-01153-MHW-KAJ (S.D. Ohio)
	Kimberly D. Traczyk v Aspirus, Inc.	Case No.: 2:21cv00077 (W.D. MI)
	Kinder et al v. Koch Industries, Inc. et al	Case No. 1:20-cv-02973 (N.D. Ga.)
	Kirk, et al. v. Retirement Committee of CHS/Community Health Systems, Inc., et al.	Civil Action No. 3:19-cv-00689 (M.D. Tenn.)
	Kruzell v. Clean Harbors Environmental Services, Inc. et al.,	Case No: 1:22-cv-10524-GAO (D. Mass.)
	Lauren Bence, et al. v. Presence Health Network, et al.	Case No. 1:17-cv-08315 (N.D. Ill.)
	Law et al v. Estee Lauder Inc. et al.	No. 1:20-cv-04770-JLR (S.D.N.Y.)
	Leon v. Maersk, Inc. et al.	Case No. 3:23-cv-00602-RJC-SCR (W.D.N.C.)
	Loomis, et al. v. Nextep Inc., et al.	Case No. 5:21-cv-00199-HE (W.D.Ok)
	Loren L. Cassell, et al. v. Vanderbilt University, et al.	Case No. 3:16-CV-02086 (M.D. Tenn.)
	Main, et al. v. American Airlines, Inc. et al.	Civil Action No.: 4:16-cv-00473-O (N.D. Texas)
	Marcia McGowan v Barnabas Health, Inc.	Case No.: 2:20cv13119-KM-JRA (D.N.J.)
	Mazza v. Pactiv Evergreen Services, Inc., et al.	No. 1:22-cv-5052 (N.D. Ill.)
	McNeilly, et al. v. Spectrum Health System, et al.	No. 1:20-cv-00870 (W.D. Mich.)
	Miguel, et al. v. Salesforce.com Inc., et al.	Civil Action No. 3:20-cv-01753-MMC (N.D. Cal.)
	Miller et al. v. Packaging Corporation of America, Inc., et al.,	Case No. 1:22-cv-00271 (W.D. Mich.)

ANALYTICS

Analytics Consulting LLC
Partial List of Legal Notice and Class Action Consulting Experience

2/11/2025

Practice Area	*Engagement*	Citation
	Moitoso, et al. v. FMR LLC, et al.	Civil Action No. 1:18-cv-12122-WGY (D. Mass.)
	Munro v. University of Southern California	Case No. 16-6191 (C.D. Cal.)
	Parker et al., v. GKN North America Services, Inc.et al.	Case No. 2:21-cv-12468-SFC (E.D. Mich.)
	Pat Beesley, et al v. International Paper Co. et al.	Case No. 06-703-DRH (S.D. Ill.)
	Paul Andrus, et al. v. New York Life Insurance Company, et al.	Case. No. 1:16-cv-05698 (KPF) (S.D.N.Y.)
	Pledger, et al. v. Reliance Trust, et al.	Case No. 1:15-cv-4444-MHC (N.D. Ga.)
	Price v. Eaton Vance Corp., et al.	Civil Action No. 18-12098-WGY (D. Mass.)
	Ramos et al. v. Banner Health et al. (Judgement)	Case No. 1:15-cv-02556 (D. Colo.)
	Ramos et al. v. Banner Health et al. (Slocum)	Case No. 1:15-cv-02556 (D. Colo.)
	Reetz v. Lowe's Companies, Inc. et al.	No. 5:18-cv-075-RJC-DCK (W.D.N.C.)
	Reichert, et al. v. Juniper Networks, Inc. et. al.	Case No: 3:21-cv-06213-JD (N.D. Cal.)
	Robert Sims, et al, v. BB&T Corporation, et al.	Case No. 1:15-cv-732-CCE-JEP (M.D.N.C.)
	Robert Stengl, et al. v. L3Harris Technologies, Inc	No. 6:22-cv-00572-PGB-LHP (M.D. Florida)
	Rocke, et al. v. Allianz Asset Management of America LLC, et al.	Case No. 8:23-cv-00098-CJC-KES (C.D. Cal.)
	Ronald Tussey, et al. v. ABB Inc., at al.	Case No. 2:06-cv-4305-NKL (W.D. Mo.)
	Rosenkranz, et al. v. Altru Health System, et al.,	No. 3:20-cv-00168-PDW-ARS (D.N.D.)
	Smith et al. v. OSF Healthcare System, et al.	Case No. 3:16-cv-00467-SMY-RJD (S.D. Ill.)
	Smith v. GreatBanc Tr. Co.	No. 1:20-cv-02350-FUV (N.D. Ill.)
	Smith, et al. v. VCA Inc., et al.	No. 2:21-cv-09140-GW-AGR (C.D. Cal.).
	Soulek v. Costco Wholesale Corporation et al	Case No. 1:20-cv-00937 (E.D. Wis.)
	Stacy Schapker v. Waddell & Reed Financial, Inc., et al.	Case No. 17-cv-2365 (D. Kan.)
	Stevens v. SEI Investments Company, et al.	Case No. 2:18-CV-09936 (E.D. Pa.)
	Todd Ramsey, et al., v. Philips North America LLC	Case No. 3:18-cv-01099-NJR-RJD (S.D. Ill.)
	Toomey, et al. v. Demoulas Super Markets, Inc., et al.	Case No. 1:19-CV-11633-LTS (D. Mass.)
	Tracey, et al. v. Massachusetts Institute of Technology, et al.	Case No. 1:16-cv-11620 (D. Mass.)
	Traczyk v.Aspirus, Inc. et al.	Case No. 2:21-cv-00077-RJJ-MV (W.D. Mich.)
	Troudt et al v. Oracle Corporation et al.	Case No. 16-cv-00175 (D. Colo.)
	Urlaub, et al. v. CITGO Petroleum Corp., et. al.	Case No. 21-cv-04133 (N.D. Ill.)
	Velazquez, et al. v. Massachusetts Financial Services Company	Case No. 1:17-CV-11249 (D. Mass.)
	Walter v. Kerry Inc., et al.	2:21-cv·539·BHL (E.D. Wis.)
	Williams, et al. v. Centerra Group, LLC, et al.	Civil Case No.: 1:20-cv-04220-SAL (N.D.S.C.)
	Woznicki v. Aurora Health Care, Inc.	Case No. 20-cv-1246 (E.D. Wis.)
FACTA	*Albright v. Metrolink*	No. 4:11-CV-01691AGF (E.D. Mo.)
	Ebert, et al. v. Warner's Stellian	No. 11-cv-02325 JRT/ SER (D. Minn.)
	Fouks, et al. v. Red Wing Hotel Corporation	Case No. 12-cv-02160 (D. Minn.)
	Jones v. Dickinson	No. 11 CV 02472 (D. Mo.)
	Linda Todd, et al. v. Medieval Times	Case No. 1:10-cv-00120 (D. N.J.)
	Masters v. Lowe's Home Centers, Inc.	Case No. 3:09-cv--255 (S.D. Ill.)

ANALYTICS

Analytics Consulting LLC
Partial List of Legal Notice and Class Action Consulting Experience

2/11/2025

Practice Area	*Engagement*	Citation
	Seppanen et al. v. Krist Oil Company	Case No. 2:09-cv-195 (W.D. Mich.)
	Waldman v. Hess Corporation	Case No. 07-cv-2221 (D. N.J.)
FCRA	*Michael Stoner, et al. v. CBA Information Services*	Case No. 04-cv-519 (E.D. Pa.)
Insurance	*Ann Castello v. Allianz Life Insurance Company*	Case No. 03-cv-20405 (D. Minn.)
	Boyd Demmer, et al. v. Illinois Farmers Insurance Company	Case No. MC 00-017872 (Hennepin County, Minn.)
	Christopher Meek v Kansas City Life Insurance Company	Case No.: 4:19cv00471 (W.D. MO)
	Chultem v. Ticor Title Insur. Co., et al.	Case No. 2006-CH-09488 ((Cook County, IL)l.)
	Colella v. Chicago Title Insur. Co., et al.	Case No. 2006-CH-09489 ((Cook County, IL)l.)
	Daluge, et. al., v. Continental Casualty Company	No. 3:15-cv-00297 (W.D. Wis.)
	Deborah Hillgamyer, et al. v. Reliastar Life Insurance Company, et al.	No. 11-cv-729 (W.D. Wis.)
	Doan v. State Farm	108CV129264 (Santa Clara Co, CA)
	Dorothea Pavlov v. Continental Casualty Company	Case No. 07-cv-2580 (N.D. Ohio)
	Earl L. McClure v State Farm Insurance Company	Case No.: 2:20cv01389-SMB (D. AZ)
	Frank Rose, et al. v. United Equitable Insurance Company, et al.	Case No. 00-cv-02248 (Cass County, ND)
	Froeber v. Liberty Mutual Fire Insurance Company	Case No. 00C15234 (Marion County, OR)
	Garrison, et al., v. Auto-Owners Insurance Company	Case No. 02-cv-324076 (Cole County, Mo.)
	Harold Hanson, et al. v. Acceleration Life Insurance Company, et al.	Case No. 3:97-cv-152 (D.N.D.)
	In Re: Lutheran Brotherhood Variable Insurance Products Co. Sales Practices Litigation	Case No. 99-md-1309 (D. Minn.)
	Irene Milkman, et al. v. American Travellers Life Insurance Company, et al.	No. 03775 (Philadelphia Court of Common Pleas, Pa.)
	J. Gregory Sheldon v Kansas City Life Insurance Company	Case No.: 1916CV26689 Circuit Court of Jackson County, MO
	Jacobs v. State Farm General Insurance Company	No. CJ-96-406 (Sequoyah County, Okla.)
	James M. Wallace, III, et al. v. American Agrisurance, Inc., et al.	Case No. 99-cv-669 (E.D. Ark.)
	James Ralston, et al. v. Chrysler Credit Corporation, et al.	Case No. 90-cv-3433 (Lucas County, Ohio)
	Michael T. McNellis, et al. v. Pioneer Life Insurance Company, et al.	CV 990759 (County of San Luis Obispo, Cal.)
	Morris v. Liberty Mutual Fire Insurance Company	CJ-03-714 (Pottawatomie County, OK)
	Paul Curtis, et al v. Northern Life Insurance Company	Case No. 01-2-18578 (King County, Wash.)
	Ralph Shaffer v. Continental Casualty Company and CNA Financial Corp	Case No. 06-cv-2253 (C.D. Cal.)
	Raymond Arent, et al. v. State Farm Mutual Insurance Company	Case No. 00-mc-16521 (D. Minn.)
	Roy Whitworth, et al. v. Nationwide Mutual Insurance Company, et al.	Case No. 00CVH-08-6980 (Franklin County, Ohio)
	Sonia Gonzalez, et al. v. Rooms to Go, Inc., et al.	Case No. 97-cv-3146 (S.D. Fla.)
	Taqueria El Primo, LLC v Farmers Group, Inc.	Case No.: 19cv03071 (D. MN)
	Tow Distributing, Inc., et al. v. BCBSM, Inc., d/b/a Blue Cross and Blue Shield of Minnesota	Case No. 02-cv-9317 (D. Minn.)
Insurance - Force Placed	*Arnett v. Bank of America, N.A.*	No. 3:11-CV-01372-SI (D. OR)
	Clements, et al. v. JPMorgan Chase Bank, N.A., et al.	No. 3:12-cv-02179-JCS (N.D. Cal.)
	Hofstetter, et al. v. Chase Home Finance, LLC., et al.	Case No. 10-cv-1313 (N.D. Cal.)
	Jerome Walls, et al. v. JP Morgan Chase Bank, N.A., et al.	Case No. 11-00673 (W.D. KY)
Legal Notice	*Anderson et al. v. Canada (Attorney General)*	2011 NLCA 82
	Angell v. Skechers Canada	8562-12 (Montreal, Quebec)

ANALYTICS

Analytics Consulting LLC
Partial List of Legal Notice and Class Action Consulting Experience

2/11/2025

Practice Area	*Engagement*	Citation
	Billieson, et al. v. City of New Orleans, et al.	No. 94-19231 (Orleans Parish, LA)
	Carnegie v. Household International, Inc.	No. 98-C-2178 (N.D. Ill.)
	Cazenave, et al. v. Sheriff Charles C. Foti, Jr., et al.	Case No. 00-cv-1246 (E.D. La.)
	City of Greenville, et al., v. Syngenta Crop Protection, Inc., and Syngenta AG	No. 3:10-cv-00188-JPG-PMF (S. D. Ill.)
	Evans, et al. v. Linden Research, Inc., et al.	Case No. 4:11-cv-1078-DMR (N.D. CA)
	F.T.C. v. NBTY, Inc.	No. 05-4793 (E.D.N.Y.)
	George Williams, et al. v. BestComp, Inc., et al.	No. 09-C-5242-A (Parish of St. Landry, LA)
	Griffin v. Dell Canada Inc	Case No. 07-cv-325223D2 (Ontario, Superio Court of Justice)
	In Re: Aftermarket Filters Antitrust Litigation	No. 1:08-cv-4883, MDL No. 1957 (N.D. Ill.)
	In Re: Asia Pulp & Paper Securities Litigation	Case No. 01-cv-7351 (S.D.N.Y.)
	In Re: Certainteed Fiber Cement Siding Litigation	MDL 2270 (E.D. PA)
	In Re: Duluth Superior Chemical Spill Litigation	Case No. 92-cv-503 (W.D. Wis.)
	In Re: Google Referrer Header Privacy Litigation	No. 10-04809 (N.D. Cal.)
	In Re: Salmonella Litigation	Case No. 94-cv-016304 (D. Minn.)
	Jerome H. Schlink v. Edina Realty Title	Case No. 02-cv-18380 (D. Minn.)
	Joel E. Zawikowski, et al. v. Beneficial National Bank, et al.	Case No. 98-cv-2178 (N.D. Ill.)
	Joshua Wasser, et al. v. All Market, Inc.,	Case No. 1:16-CV-21238 (S.D. Fla.)
	Kobylanski et al. v. Motorola Mobility, Inc. et al.	No. 13-CV-1181 (W.D. Pa.)
	Mary Plubell, et al. v. Merck and Co., Inc.	Case No. 04-cv-235817 (Jackson County, MO)
	McGruder, et al. v. DPC Enterprises	No. CV2003-022677 (Maricopa County, AZ)
	Mehl v. Canadian Pacific Railway, Limited	Case No. 02-cv-009 (D.N.D.)
	Michelle Marshall, et al. v. Air Liquide -- Big Three, Inc. et al.	No. 2005-08706 (Orleans Parish, LA)
	Pat Beesley, et al v. International Paper Co. et al.	Case No. 06-703-DRH (S.D. Ill.)
	Perrine, et al. v. E.I. Dupont De Nemours and Company, et al.	01-0631-CA-01 (Harrison C., WV)
	Red Eagle Resources Corporation, Inc., et al. v. Baker Hughes Inc., et al.	Case No. 91-cv-627 (S.D. Tex.)
	Skold, et al. v Intel Corporation, et al.	Case No. 1-05-cv-039231 (County of Santa Clara, CA)
	The People of the State of California v. Rainbow Light Nutritional Systems, LLC, et al.	Case No. 19STCV28214 (Los Angeles County, CA)
	Thomas Geanacopoulos v. Philip Morris USA, Inc.	Civil Action No. 98-6002-BLS1 (MA Superior Court)
Medical/Drug	*F.T.C. v. CHK Trading Corp.*	Case No. 04-cv-8686 (S.D.N.Y.)
	F.T.C. v. Christopher Enterprises, Inc.	Case No. 2:01-cv-0505 (D. Utah)
	F.T.C. v. Conversion Marketing, Inc.	Case No. 04-cv-1264 (C.D. Cal.)
	F.T.C. v. Enforma Natural Products, Inc.	Case No. 00-cv-04376 (C.D. Cal.)
	F.T.C. v. Goen Technologies	FTC File No. 042 3127
	F.T.C. v. Great American Products	Case No. 05-cv-00170 (N.D. Fla.)
	F.T.C. v. Kevin Trudeau, et al.	Case No. 03-cv-3904 (N.D. Ill.)
	F.T.C. v. Latin Hut, Inc.	Case No. 04-cv-0830 (S.D. Cal.)
	F.T.C. v. QT, Inc.	Case No. 03-cv-3578 (N.D. Ill.)
	F.T.C. v. Seasilver USA, Inc.	Case No. 03-cv-0676 (D. Nev.)

ANALYTICS

Analytics Consulting LLC
Partial List of Legal Notice and Class Action Consulting Experience

2/11/2025

Practice Area	*Engagement*	Citation
	F.T.C. v. Smart Inventions, Inc.	Case No. 04-cv-4431 (C.D. Cal.)
	F.T.C. v. Sunny Health Nutrition Technology & Products, Inc.	Case No. 06-cv-2193 (M.D. Fla.)
	F.T.C. v. United Fitness of America, LLC	Case No. 02-cv-0648 (D. Nev.)
	In Re: Guidant Corp Implantable Defibrillators Products Liability Litigation	Case No. 05-cv-1708 (D. Minn.)
	In re: Nuvaring Products Liability Litigation	08-MDL-1964
	Karen Wright, et al. v. Milan Jeckle	Case No. 98-2-07410-2 (Spokane County, Wash.)
	Mary Plubell, et al. v. Merck and Co., Inc.	Case No. 04-cv-235817 (Jackson County, MO)
Privacy/FCRA	*St. Clair, et al. v MRB, et al.*	Case No. 12-cv-1572 (D. Minn.)
Securities	*Adam C. Kassab , et al. v. Francis D. John, et al.*	Case No. 2:16-cv-00613-AJS (W.D. Pa.)
	Alan Freberg, et al. v. Merrill Corporation, et al.	Case No. 99-cv-010063 (D. Minn.)
	Anderson v. Investors Diversified Services	Case No. 4:79-cv-266 (D. Minn.)
	Arkansas Teacher Retirement System, et al. v. Insulet Corp., et al.	Civil Action No. 15-12345-MLW (D. Mass)
	Bottlebrush Investments, LP, et al. v. The Lambveth Company, et al.	Case No BC 407967 (County of Los Angeles, CA)
	Charter Township Of Clinton v. OSI Restaurants	Case No. 06-CA-010348 (Hillsborough County, Fla.)
	Christopher Carmona, et al. v. Henry I. Bryant, et al. (Albertson's Securities Litigation)	Case No. 06-cv-01251 (Ada County, Idaho)
	Daryl L. Cooper, et al. v. Miller Johnson Steichen Kinnard, Inc.	Case No. 02-cv-1236 (D. Minn.)
	Dutton v. Harris Stratex Networks, Inc. et al	08-cv-00755-LPS (D. Del.)
	Edith Gottlieb v. Xcel Energy, Inc., et al.	Case No. 02-cv-2931 (D. Minn.)
	Family Medicine Specialsts, et al. v. Abatix Corp., et al.	Case No. 3:04-cv-872B (N.D. Tex.)
	Fisk, et al. v. H&R Block Inc., et al.	1216-CV20418 (Jackson County, MO)
	Friedman, et al. v. Penson Worldwide, Inc.	11-cv-02098 (N.D. Tex.)
	In Re Allergan PLC Securities Litigation	Case No.: 18cv12089-CM-GWG (S.D. NY)
	In re FX Energy Stockholders Litigation	Case No. A-15-726409-B (Clark County, NV)
	In Re Regulus Therapeutics Inc. Securities Litigation	3:17-cv-00182 BTM-RBB (S.D. CA)
	In Re Universal Health Services, Inc. Derivative Litigation	Case No.: 2:17cv02187 (E.D. PA)
	In Re: American Adjustable Rate Term Trust Securities Litigation	Case No. 4:95-cv-666 and 4:95-cv-667 (D. Minn.)
	In Re: Ancor Communications, Inc Securities Litigation	Case No. 97-cv-1696 (D. Minn.)
	In Re: Asia Pulp & Paper Securities Litigation	Case No. 01-cv-7351 (S.D.N.Y.)
	In Re: Bayer AG Secuirites	Case No. 03-cv-1546 (S.D.N.Y.)
	In Re: Bio-One Securities Litigation	Case No. 05-cv-1859 (M.D. Fla.)
	In Re: Bioplasty Securities Litigation	Case No. 4:91-cv-689 (D. Minn.)
	In Re: Citi-Equity Group, Inc. Securities Litigation	Case No. 94-cv-012194 (D. Minn.)
	In Re: Citi-Equity Group, Inc., Limited Partnerships Securities Litigation	MDL No. 1082 (C.D. Cal.)
	In Re: Control Data Corporation Securities Litigation	Case No. 3:85-cv-1341 (D. Minn.)
	In Re: Cray Research Securities Litigation	Case No. 3:89-cv-508 (D. Minn.)
	In re: CV Sciences, Inc. Securities Litigation	Case No.: 2:18cv01602-JAD-BNW (D. NV)
	In Re: Cybex International Securities Litigation	No. 653794/2012 (County of New York, NY)
	In Re: E.W. Blanch Holdings, Inc. Securities Litigation	Case No. 01-cv-258 (D. Minn.)

ANALYTICS

Analytics Consulting LLC
Partial List of Legal Notice and Class Action Consulting Experience

2/11/2025

Practice Area	*Engagement*	Citation
	In Re: Encore Computer Corporation Shareholder Litigation	Case No. 16044 (New Castle County, Del.)
	In Re: EVCI Career Colleges Holding Corp Securities Litigation	Case No. 05-cv-10240 (S.D.N.Y.)
	In Re: Flight Transportation	MDL No. 517 (D. Minn.)
	In Re: Frontier Oil Corporation	Case No. 2011-11451 (Harris County, Tex.)
	In Re: HeartWare International, Inc. Securities Litigation	No. 1:16-cv-00520-RA (S.D.N.Y.)
	In Re: Hennepin County 1986 Recycling Bond Litigation	Case No. 92-cv-22272 (D. Minn.)
	In Re: McCleodUSA Incorporated Securities Litigation	Case No. 02-cv-0001 (N.D. Iowa)
	In Re: McKesson HBOC, Inc. Securities Litigation	Case No. 99-cv-20743 (N.D. Cal.)
	In Re: Merrill Lynch & Co., Inc. Securities Derivative and ERISA Litigation	07-cv-9633 (S.D.N.Y.)
	In Re: Merrill Lynch Research Reports Securities Litigation	Case No. 02-md-1484 (S.D.N.Y.)
	In Re: Micro Component Technology, Inc. Securities Litigation	Case No. 4:94-cv-346 (D. Minn.)
	In Re: National City Corp. Securities, Derivative and Erisa Litig.	MDL No. 2003 (N.D. Ohio)
	In Re: New Century	No. 07-CV-0931 (C.D. Cal.)
	In Re: Novastar Financial, Inc. Securities Litigation	Case No. 04-cv-0330 (W.D. Mo.)
	In Re: OCA, Inc. Securities and Derivative Litigation	Case No. 05-cv-2165 (E.D. La.)
	In Re: Raytheon Company Securities Litigation	Case No. 99-cv-12142 (D. Mass.)
	In Re: Reliance Group Holdings, Inc. Securities Litigation	Case No. 00-cv-4653 (S.D.N.Y.)
	In Re: Retek Inc Securities Litigation	Case No. 02-cv-4209 (D. Minn.)
	In Re: Salomon Analyst Metromedia Litigation	Case No. 02-cv-7966 (S.D.N.Y.)
	In re: Sauer-Danfoss, Inc. Stockholder Litigation	C.A. No. 8396-VCL (Court of Chancery of the State of Delaware)
	In Re: Scimed Life Systems, Inc. Shareholders Litigation	Case No. 94-mc-17640 (D. Minn.)
	In Re: Sourcecorp Securities Litigation	Case No. 04-cv-02351 (N.D. Tex.)
	In re: Spectrum Pharmaceuticals Securities Litigation	Case No. 2:13-cv-00433-LDG (D. Nev.)
	In Re: SS&C Technologies, Inc. Shareholders Litigation	Case No. 05-cv-1525 (D. Del.)
	In re: SunEdison, Inc. Securities Litigation	Case No. 1:16-md-2742-PKC (S.D.N.Y)
	In Re: Tellium Inc Securities Litigation	Case No. 02-cv-5878 (D. N.J.)
	In Re: The Sportsman's Guide, Inc. Litigation	Case No. 06-cv-7903 (D. Minn.)
	In Re: Tonka Corporation Securities Litigation	Case No. 4:90-cv-002 (D. Minn.)
	In Re: Tonka II Securities Litigation	Case No. 3:90-cv-318 (D. Minn.)
	In Re: Tricord Systems, Inc. Securities Litigation	Case No. 3:94-cv-746 (D. Minn.)
	In Re: VistaCare, Inc. Securities Litigation	Case No. 04-cv-1661 (D. Ariz.)
	In Re: Williams Securities Litigation	Case No. 02-cv-72(N.D. Okla.)
	In Re: Xcel Energy, Inc. Securities Litigation	Case No. 02-cv-2677 (D. Minn.)
	In Re: Xcelera.Com Securities Litigation	Case No. 00-cv-11649 (D. Mass.)
	In Re: Xybernaut Corp. Securities MDL Litigation	Case No. 05-mdl-1705 (E.D. Va.)
	In the Matter of BKS Advisors, LLC	SEC Admin. Proc. File No. 3-18648
	In the Matter of Covia Holdings Corp. and Fairmount Santrol Holdings Inc.	SEC Admin. Proc. File No. 3-20163
	In the Matter of David F. Bandimere	SEC Admin. Proc. AP No. 3-15124

ANALYTICS

Analytics Consulting LLC
Partial List of Legal Notice and Class Action Consulting Experience

2/11/2025

Practice Area	*Engagement*	Citation
	In the Matter of deVere USA, Inc.	SEC Admin. Proc. File No. 3-18527
	In the Matter of Fiat Chrysler Automobiles N.V.	SEC Admin. Proc. AP No. 3-200092
	In the Matter of Focus Media Holding Limited, et al.	SEC Admin. Proc. File No. 3-16852
	In the Matter of Frontier Wealth Management, LLC, et al.	SEC Admin. Proc. AP No. 3-20526
	In the Matter of Howard Richards and In the Matter of James Goodland, et al.	Admin. Proc. Files No. 3-16877 and 3-16878
	In the Matter of James Goodland and Securus Wealth Management, LLC	SEC Admin. Proc. File No. 3-16878
	In the Matter of JL Capital Management	SEC Admin. Proc. File No. 3-18171
	In the Matter of Morgan Stanley Smith Barney LLC	SEC Admin. Proc. AP No. 3-19793
	In the Matter of Nikola Corporation	SEC Admin. Proc. AP No. 3-20687
	In the Matter of Ross, Sinclaire & Associates, LLC, et al.	SEC Admin. Proc. File No. 3-17315
	In the Matter of Securities America Advisors, Inc.	SEC File No.: 3-20381
	In the Matter of ShipChain, Inc.	SEC Admin. Proc. AP No. 3-20185
	In the Matter of SICA Wealth Management, LLC and Jeffrey C. Sica	SEC Administrative Proceeding File No. 3-19716
	In the Matter of Signator Investors, Inc, et al.	SEC Admin. Proc. AP No. 3-16753
	In the Matter of William D. King, CPA	SEC Administrative Proceeding File No. 3-19991
	Inchen Huang v Assertio Therapeutics, Inc.	Case No.: 4:17cv04830-JST (N.D. Cal.)
	Ivy Shipp, et al. v. Nationsbank Corp.	19,002 (TX 12th Jud Dist)
	Karl E. Brogen and Paul R. Havig, et al. v. Carl Pohlad, et al.	Case No. 3:93-cv-714 (D. Minn.)
	Kevin D. Mayer et al. v United Microelectronics Corporation	19-cv-02304 (S.D. N.Y.)
	Lori Miller, et al. v. Titan Value Equities Group Inc., et al.	Case No. 94-mc-106432 (D. Minn.)
	Makor Issues & Rights, Ltd., et al. v. Tellabs, Inc., et al.	02-C-4356 (N.D. Ill.)
	Montoya, et al. v. Mamma.com, Inc., et al.	Case No. 1:05-cv-02313 (S.D.N.Y.)
	Norwood v Lee, et al.	C.A. No.: 2018-0056-KSJM Court of Chancery of the State of Delaware
	Partridge v GreenStar Agricultural Corporation, et al.	Ontario Superior Court of Justice (Toronto Region)
	Paskowitz v James J. Hill	Case No. 715541/2018 (Queens County, NY)
	Resendes, et al.; Maher, et al.; Hawkins, et al.; Schooley, et al. v. Thorp, et al.	Case No. 84-cv-03457, 84-cv-11251, 85-cv-6074, 86-cv-1916L (D. Minn.)
	Richard Donal Rink, et al. v. College Retirement Equities Fund	No. 07-CI-10761, (Jefferson County, KY)
	Robert Trimble, et al. v. Holmes Harbor Sewer District, et al.	Case No. 01-2-00751-8 (Island County, Wash.)
	Sandi Roper, et al. v. SITO Mobile, Ktd., et al.	NO. 2:17-CV-01106-ES-MAH (D.N.J.)
	Securities and Exchange Commission v. A Chicago Convention Center, LLC, et al.	Civil No. 13-cv-00982 (N.D. Ill.)
	Securities and Exchange Commission v. AIMSI Technologies, Inc., et al.	05 CV 4724 (LLS) (S.D.N.Y.)
	Securities and Exchange Commission v. Alderson et al.	No. 18-04930 (S.D.N.Y.)
	Securities and Exchange Commission v. Al-Raya Investment Company, et. al.	No. 109-CV-6533
	Securities and Exchange Commission v. Arista Power, Inc., et al.	Case No. 17-cv-04598 (S.D.N.Y.)
	Securities and Exchange Commission v. Bowser, et al.	Case No. 2:20-cv-00918-TS (D. Utah)
	Securities and Exchange Commission v. Broadwind Energy, Inc.	Case No.: 1:15cv01142 (N.D. IL)
	Securities and Exchange Commission v. Broadwind Energy, Inc. et al.	Civ. Act. No. 1:15-cv-01142 (N.D. Ill.)
	Securities and Exchange Commission v. CKB168 Holdings Ltd., et al.	Civil Action No. 1:13-cv-5584 (E.D.N.Y.)

ANALYTICS

Analytics Consulting LLC
Partial List of Legal Notice and Class Action Consulting Experience

2/11/2025

Practice Area	*Engagement*	Citation
	Securities and Exchange Commission v. Colonial Tidewater Realty Income Partners, LLC	1:15-cv-2401 (D. MD)
	Securities and Exchange Commission v. Harrison Katzen	Case No. 16-cv-06606 (E.D.N.Y.)
	Securities and Exchange Commission v. Intercontinental Regional Center Trust of Chicago, LLC	Civil Action No. 13-cv-982 (N.D. Ill.)
	Securities and Exchange Commission v. Jay Daniel Seinfeld, et al.	Case Number: 1:19-cv-910 (W.D. Tex.)
	Securities and Exchange Commission v. McDermott	Civ. Act. No. 19-04229-JFL (E.D. Pa.)
	Securities and Exchange Commission v. MMR Investment Bankers LLC dba MMR, Inc.	SEC Admin. Proc. File No. 3-16753 and 3-16754
	Securities and Exchange Commission v. Myron Weiner	11-CV-05731 (E.D.N.Y.)
	Securities and Exchange Commission v. Rockford Funding Group, LLC, et al.	09-10047 (S.D.N.Y.)
	Securities and Exchange Commission v. Seaforth Meridian, Ltd., et al.,	CA No. 5:06-cv-04107 (D.Kan)
	Securities and Exchange Commission v. Swapnil J. Rege, et al.	3:21-CV-19313-ZNQ-TJB (DNJ)
	Securities and Exchange Commission v. United American Ventures, LLC, et al.	Case No. 10-cv-00568-JCH-LFG (D.N.M.)
	Securities and Exchange Commission v. Westport Capital Markets	Case No. 2:21-CV-19313-ZNQ-TJB (DNJ)
	Superior Partners, et al. v. Rajesh K. Soin, et al.	Case No. 08-cv-0872 (Montgomery County, Ohio)
	Svenningsen, et al. v. Piper Jaffray & Hopwood, et al.	Case No. 3:85-cv-921 (D. Minn.)
	Three Bridges Investment Group, et al. v. Honeywell, et al.	Case No. 88-cv-22302 (D. Minn.)
	Tietz v Bridgemark Financial Corp.	Action No.: S-197731 The Supreme Court of British Columbia
	United States of America v. George David Gordon	Case No. 4:09-cr-00013-JHP-1 (N.D. Okla.)
	United States of America v. Zev Saltsman	Case No. 04-cv-641 (E.D.N.Y.)
	William Steiner, et al. v. Honeywell, Inc. et al.	Case No. 4:88-cv-1102 (D. Minn.)