

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON  
(PORTLAND DIVISION)**

LISA UNSWORTH, MICHAEL RAMONE,  
CHRISTOPHER POTTER, THERESE  
COOPER, and CHARLES SANDERSON,  
individually and on behalf of all others similarly  
situated,

Plaintiffs,

v.

LEWIS AND CLARK COLLEGE

Defendant.

**Case No.: 3:24-cv-00614-SB**

**DECLARATION OF NICKOLAS J.  
HAGMAN IN SUPPORT OF  
PLAINTIFFS' UNOPPOSED MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

I, Nickolas J. Hagman, being competent to testify, make the following declaration:

1. I am a partner at Cafferty Clobes Meriwether & Sprengel LLP. I am one of the lead attorneys for Plaintiffs and seek appointment of Cafferty Clobes Meriwether & Sprengel LLP, Tousley Brian Stephens PLLC, Chestnut Cambronne PA as Class Counsel for the proposed Settlement Class. I submit this declaration in support of *Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement*. Except as otherwise noted, I have personal knowledge of the facts set forth in this declaration and could testify competently to them if called upon to do so.

**Counsel Qualifications**

2. Cafferty Clobes Meriwether & Sprengel LLP's firm resume is attached hereto as **Exhibit B**.
3. Tousley Brian Stephens PLLC's firm resume is attached hereto as **Exhibit C**.
4. Chestnut Cambronne PA's resume is attached hereto as **Exhibit D**.

## The Class Settlement

### *History of Negotiations*

5. Following the filing of the First Amended Complaint in April 2024, the Parties agreed to explore early resolution and exchanged informal discovery.

6. In advance of formal mediation, proposed Class Counsel conducted substantial research into the Data Incident and the merits of Plaintiffs' claims. Additionally, ahead of the mediation, the Parties exchanged documents and information to make an informed judgment about the Settlement. Proposed Class Counsel researched publicly available information related to the Data Incident, the merits of Plaintiffs' claims, and issues relating to class certification, and the Parties discussed and disputed their respective positions regarding the same.

7. On September 23, 2024, the Parties engaged in a formal mediation before Bruce A. Friedman of JAMS, which ultimately resulted in a settlement due to Mr. Friedman's extensive efforts and mediator's proposal.

8. Following the mediation, the Parties spent several weeks drafting the Settlement Agreement and negotiating the details of the terms and exhibits. Additionally, proposed Class Counsel solicited and reviewed competitive bids for notice and claims administration. Following months of continued adversarial and extensive arm's-length settlement negotiations, the Parties agreed upon the terms of the Settlement Agreement.

9. A true and correct copy of the Settlement Agreement and its various exhibits ("Agreement" or "SA") is attached hereto as **Exhibit A**.<sup>1</sup> The Settlement Agreement was fully executed on December 19, 2024.

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<sup>1</sup> Capitalized terms used herein (and not otherwise defined herein) shall have the same meaning as assigned to them in the Settlement Agreement.

10. Absent settlement, Plaintiffs are confident that they would prevail in certifying the Settlement Class of approximately 48,799 individuals impacted by the Data Breach. Nevertheless, Plaintiffs recognize that all litigation has risks, and that discovery, class certification proceedings, and trial will be time consuming and expensive for both Parties. Plaintiffs also recognize the benefits of early resolution, not the least being that Participating Settlement Class Members will receive compensation and proper identity theft protections far sooner.

11. Plaintiffs have, therefore, determined that the Settlement agreed to by the Parties is fair, reasonable, and adequate and is in their best interests, and in the best interests of the Settlement Class they seek to represent. Plaintiffs have maintained contact with proposed Class Counsel, reviewed filings in the Action, provided proposed Class Counsel with information concerning their experiences, and have no conflicts with the Settlement Class.

***Settlement Benefits***

12. The Settlement negotiated on behalf of the Settlement Class provides for two potential categories of monetary relief for Participating Settlement Class Members: (i) documented out-of-pocket losses reimbursement up to \$5,000 and (ii) a *pro rata* cash award to Settlement Class Members who submit a valid and timely Claim Form. In addition, all Participating Settlement Class Members are entitled to receive two years of three bureau credit monitoring services, regardless of whether they submitted a claim for out-of-pocket losses or a cash award.

13. The Settlement Class includes approximately 48,799 individuals and is defined as: “all individuals whose Personal Information may have been involved in the Data Breach.” Excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families; (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest and their current or

former officers, directors, and employees; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

14. The first category of benefits provides Participating Settlement Class Members who submit a valid Claim Form (Exhibit A to the Settlement Agreement) may receive up to \$5,000 per person for reimbursement of reasonable out-of-pocket expenses incurred as a result of the Data Breach, as follows: (i) unreimbursed losses relating to fraud or identity theft; (ii) professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; (iii) costs associated with freezing or unfreezing credit with any credit reporting agency; (iv) credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and (v) miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

15. Participating Settlement Class Members may also, as an alternative to claiming compensation for out-of-pocket losses, submit a valid Claim Form to receive a one-time *pro rata* cash payment without the need to document losses or attest to time spent as a result of the Data Breach.

16. Participating Settlement Class Members are eligible to receive two (2) years of three (3) bureau credit monitoring services.

17. Although notice has not yet been give, Plaintiffs support the Settlement Agreement.

***Release***

18. The release negotiated and agreed to in this case is tailored to the claims that have been pled or could have been pled in this case.

19. Settlement Class Members who do not exclude themselves from the Settlement will release all claims against Defendants related to the Data Incident, as detailed in the Settlement Agreement.

*Notice*

20. Defendants have agreed to pay all costs associated with all Settlement Administrative Costs.

21. Following competitive bidding, the Parties agreed, subject to approval of the Court, to use EAG Gulf Coast, LLC. as the Settlement Administrator. Attached hereto as **Exhibit E** is the Declaration of Jordan Turner of EAG Gulf Coast, LLC. (“EAG”) describing EAG’s qualifications.

22. Subject to approval of the Court, within 30-days of entry of the proposed Preliminary Approval Order (the Notice Deadline), Notice shall be provided to Settlement Class Members via direct mail to the postal address used by Defendants for providing notice of the Data Breach to the Settlement Class Members on behalf of Defendants, updated as necessary pursuant to the National Change of Address database.

23. The Postcard Notice is clear and concise, provides information about the Settlement and the resources available to Settlement Class Members for additional information, and otherwise meets all criteria set forth by the Manual for Complex Litigation to be the best notice practicable. It is attached to the Settlement Agreement as Exhibit C.

24. In addition to the individual direct notice provided, the Settlement Administrator will establish and maintain a dedicated Settlement Website that will be updated throughout the Claims Period with the forms of Postcard Notice, Long Form Notice, Claim Form approved by the

Court, Preliminary Approval Order; the Settlement Agreement; Complaint, and Motion for Final Approval and Application for Attorneys' Fees, Costs.

25. The Long Form Notice, attached to the Settlement Agreement as Exhibit B and available at the Settlement Website, explains the terms of the Settlement Agreement, provides contact information for proposed Class Counsel, and explains the different options available to Settlement Class Members.

26. The Settlement Administrator will also establish and maintain a toll-free help line to provide Settlement Class Members with additional information about the Settlement.

***Claims Process***

27. The timing of the claims process is structured to ensure that all Settlement Class Members have adequate time to review the terms of the Settlement Agreement, submit a Claim Form or decide whether they would like to opt-out or object to the Settlement Agreement or Application for Attorneys' Fees and Costs.

28. Class Members will have ninety (90) days from the Notice Date to complete and submit a Claim Form to the Settlement Administrator.

29. The Claim Form, which is attached to the Settlement Agreement as Exhibit A, is written in plain language to facilitate Settlement Class Members' ease in completing it.

***Exclusions***

30. Settlement Class Members will have up to and including sixty (60) days from the Notice Date to submit a request for exclusion or file an objection to object the Settlement and/or the Application for Attorneys' Fees and Costs.

31. Similar to the timing of the claims process, the timing with regard to objections and exclusions is structured to give Settlement Class Members sufficient time to review the Settlement

documents, including Plaintiffs' Application for Attorneys' Fees and Costs, which will be filed no more than forty-five (45) days after the Notice Date.

32. Any Settlement Class Member who wishes to be excluded from the Settlement must make the request in writing and, to be considered valid, the request for exclusion must be timely mailed to the address established by the Settlement Administrator and must include the name of the Action, the full name of the member of the Settlement Class, current address of the member of the Settlement Class, telephone number of the member of the Settlement Class, the words "Request for Exclusion" or a clear and similar statement that the member of the Settlement Class does not wish to participate in the Settlement at the top of the communication, and the original signature of the individual or a person previously authorized by law to act on behalf of the individual with respect to the claims asserted in the Action.

***Objections***

33. Any Settlement Class Member who wishes to object shall timely file notice of his/her intention to do so and at the same time submit written objections to the Settlement Administrator.

34. A valid objection to the Settlement must include: (i) the name of the proceedings; (ii) the objector's full name, address, telephone number, and e-mail address (if any); (iii) information identifying the objectors as a Participating Settlement Class Member, including proof that the objector is a member of the Settlement Class (*i.e.*, copy of Notice and a copy of original notice of the Data Breach); (iv) a written statement of all grounds for the objection, whether the objection applies only to the objector, to a specific subset of the class, or to the entire class accompanied by any legal support for the objection and all evidence the objector believes applicable; as well as any documents supporting the objection; (v) the identity of any and all

counsel representing the objector in connection with the objection; (vi) a statement regarding whether the objector and/or his or her counsel will appear at the Final Approval Hearing; (vii) the objector's wet signature and the wet signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representations); and (viii) a list, by case name, court, and docket number, of all other cases in which the objector has filed objection to any proposed class action settlement in the last three years.

***Attorneys' Fees, and Costs***

35. The Parties did not discuss the payment of attorneys' fees, costs, expenses and/or Service Awards until after the substantive terms of the Settlement had been agreed upon.

36. Defendants have agreed to pay, subject to Court approval, Service Awards in the amount of \$2,000 to each Class Representative, as well as up to one-third (33.3%) of the Settlement Fund to proposed Class Counsel for combined attorneys' fees and expenses.

37. Proposed Class Counsel will submit a separate motion seeking attorneys' fees, costs, and expenses and Service Award payments within 45 days of the Notice Date. The award of attorneys' fees, costs, and expenses and Service Award payments, if approved by the Court, will be paid by Defendants separate and apart from any other sums agreed to under the Settlement Agreement, meaning that payment of proposed Class Counsel's fees or Service Award payments will not affect the relief available the Participating Settlement Class Members.

I declare under penalty of perjury of that the foregoing is true and correct, and that this declaration was executed on this 20th day of December 2024.

/s/ Nickolas J. Hagman  
Nickolas J. Hagman



# **EXHIBIT A**

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Lisa Unsworth, Michael Ramone, Christopher Potter, Therese Cooper, and Charles Sanderson, individually and on behalf of all others similarly situated (together, “Plaintiffs”), and Lewis & Clark College (“Defendant”) (collectively, the “Parties”). As detailed below, this Settlement Agreement releases and forever discharges and bars all claims asserted (or that could have been asserted) in the class action lawsuit captioned *Unsworth, et al. v. Lewis & Clark College*, Case No. 3:24-cv-00614-SB (D. Or.) (the “Action”). The Settlement Agreement is subject to Court approval and intended by the Parties to resolve, discharge, and settle the Released Claims, upon and subject to the terms and conditions set forth below.

### **FACTUAL BACKGROUND AND RECITALS**

1. On April 10, 2024, Plaintiff Unsworth filed a putative class action lawsuit against Defendant related to a cyber security incident that Defendant learned it had experienced on or about February 28, 2023 (“Data Breach”). Plaintiffs filed their Consolidated Amended Class Action Complaint on June 28, 2024, alleging that Defendant failed to adequately secure its network, and that as a result cybercriminals were able to access Defendant’s network and access the personal Information of current and former students, staff, and faculty, including their full names, dates of birth, Social Security numbers, driver’s license or state identification numbers, passport numbers, medical information and health insurance, and financial account numbers and financial account routing numbers (collectively, “Personal Information”).

2. Defendant denies (i) the allegations of wrongdoing and all liability with respect to facts and claims alleged in the Action; (ii) that the class representatives in the Action and the class they purport to represent have suffered any damages; and (iii) that the Action satisfies the requirements to be certified or tried as a class action under F.R.C.P. 23. Despite Defendant’s position that it is not liable for, and has good and meritorious defenses to, the claims alleged in the Action, Defendant has concluded that further litigation would be protracted and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Neither this Settlement Agreement nor any negotiation or act performed, or document created in relation to the Settlement Agreement or negotiation or discussion thereof, is or may be deemed to be, or may be used, as an admission of, any wrongdoing or liability.

3. On September 23, 2024, the Parties participated in a formal mediation moderated by Bruce A. Friedman of JAMS. During the mediation, the Parties discussed Defendant’s potential defenses, as well as the Parties’ respective positions on the merits of the claims and class certification. The mediation culminated in the Parties reaching an agreement in principle.

4. The Settlement Agreement resolves the claims of Plaintiffs and all putative Class Members related to the potential disclosure of their Personal Information as a result of the Data Breach.

5. The Parties have agreed to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties.

6. In exchange for the mutual promises, agreements, releases, and other good and valuable consideration provided for in this Agreement, and without any admission or concession by either Party, the Parties agree to a full, complete, and final settlement and resolution of the Action, subject to Court approval, on the following terms and conditions:

### DEFINITIONS

7. “Action” means *Unsworth, et al. v. Lewis & Clark College*, District of Oregon Case No. 3:24-cv-00614-SB, currently pending in the District Court of the United States, District of Oregon.

8. “Approved Claim” means a timely and properly submitted claim by a Participating Settlement Member that has been approved as a Valid Claim by the Settlement Administrator.

9. “Defendant’s Counsel” means John C. Clarke of Miller Nash LLP and Timothy J. Lowe and David W. Schelberg of McDonald Hopkins PLC.

10. “Claim Form” or “Claim” means the form(s) Participating Settlement Class Members must submit to be eligible for reimbursement of amounts paid under the terms of the Settlement. The Claim Form will be in a form substantially as shown on attached **Exhibit A**, which will be available on the Settlement Website (as defined below).

11. “Claims Deadline” means the postmark date and/or online submissions deadline by which Participating Settlement Class Members must submit a complete Claim Form(s) to be considered timely, which will occur 90 days from the date that Notice is sent. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice, on the Settlement Website and the Claim Form.

12. “Claims Period” means the period during which Settlement Class Members may submit Claim Forms to receive Settlement benefits, which will start on the date Notice is sent and end on the Claims Deadline.

13. “Class Counsel” means Kaleigh N. Boyd of Tousley Brain Stephens PLLC, Nickolas J. Hagman of Cafferty Clobes Meriwether & Sprengel LLP, and Philip J. Krzeski of Chestnut Cambronne PA.

14. “Settlement Class Representative” means the named class representatives Lisa Unsworth, Michael Ramone, Christopher Potter, Therese Cooper, and Charles Sanderson.

15. “Court” means the Honorable Stacie F. Beckerman in the District Court of the United States, District of Oregon, or such other judge to whom the Action may hereafter be assigned.

16. “Data Breach” means the cyber security incident that Defendant learned it had experienced on or about February 28, 2023 in which unauthorized third parties accessed data, including the personal and confidential information of some students, staff, and faculty, including their full names, dates of birth, Social Security numbers, driver’s license or state identification numbers, passport numbers, medical information and health insurance, and financial account numbers and financial account routing numbers.

17. “Effective Date” means one (1) business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order and

Judgment or one (1) business day following entry of the Final Approval Order and Judgment if no parties have standing to appeal and no objections have been filed to the Agreement; or (ii) if any appeal, petition, request for rehearing, or other review has been filed, one (1) business day after the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, requests for rehearing, or other review has expired.

18. “Fee Application” means any motion for an award of attorneys’ fees, Litigation Costs and Expenses, and Service Award Payments.

19. “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel.

20. “Final” shall mean the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is finally approved by the Court; (ii) the Court has entered a Final Approval Order and Judgment (as defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award or service award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

21. “Final Approval Order and Judgment” means an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Settlement Agreement; certifies the Settlement Class; finds that the Settlement Agreement is fair, reasonable, and adequate and was entered into in good faith and without collusion; approves and directs the consummation of this Agreement; approves the Release contained in this Agreement and orders that as of the Effective Date that the Released Claims will be released as to the Released Parties; dismisses the Action with prejudice and without costs, except as explicitly set forth in this Agreement; otherwise satisfies the settlement-related provisions of Superior Court Civil Rules; and is consistent with all material provisions of this Settlement Agreement. Class Counsel and Defendant’s Counsel will work together on a proposed Final Approval Order and Judgment, which both parties must approve before filing.

22. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to the Federal Rules of Civil Procedure and whether to issue the Final Approval Order and Judgment.

23. “Litigation Costs and Expenses” means reasonable costs and expenses incurred by counsel Class Counsel in connection with commencing, prosecuting, and settling the Action, as approved by the Court.

24. “Long-form Notice” means the long-form notice of settlement posted on the Settlement Website substantially in the form as shown in the attached Exhibit B.

25. “Notice” means notices and Reminder Notice(s) of the proposed class action Settlement to be provided to Settlement Class Members pursuant to the Preliminary Approval Order. Notice includes the Long-Form Notice (**Exhibit B**), and/or the Short-Form Notice (**Exhibit C**), and/or the Reminder Notice, substantially in the respective forms as shown in **Exhibits B** and **C** attached hereto.

26. “Notice Deadline” means the last day by which Notice must issue to the Settlement Class Members and will occur 30 days after entry of the Preliminary Approval Order.

27. “Notice and Administrative Expenses” means all expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with 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 the Settlement funds to Settlement Class Members. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement including, but not limited to, any administrative expenses or fees, Settlement Website fees, state, local, or federal taxes, and legal, accounting, or actuarial fees related to the operation of this Settlement. Reasonable Notice and Administrative Expenses will be paid out of the Settlement Fund.

28. “Out-of-Pocket Losses” means unreimbursed costs or expenditures incurred by a Class member that are fairly traceable to the Data Breach. Out-of-Pocket Losses may include, without limitation, the following: (1) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Class member’s personal information; (2) costs incurred on or after February 28, 2023 (or the earliest verifiable date the Data Breach occurred) associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (3) other miscellaneous expenses incurred related to any Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (4) credit monitoring or other mitigating costs that were incurred on or after February 28, 2023 (or the earliest verifiable date the Data Breach occurred) through the date of the Settlement Class Member’s claim submission. Out-of-Pocket Losses will be paid from the cash Settlement Fund.

29. “Objection Deadline” is the last day on which a Settlement Class Member may make a written objection to the Settlement or Fee Application, which will be 60 days after the Notice Deadline. The postmark date shall constitute evidence of the date of mailing for these purposes.

30. “Opt-Out Deadline” is the last day on which a Settlement Class Member must mail a written request to be excluded from the Settlement Class, which will be 60 days after the Notice Deadline. The postmark date shall constitute evidence of the date of mailing for these purposes.

31. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

32. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under the Federal Rule of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment that is consistent with all material provisions of this Settlement Agreement. Class Counsel and Defendant’s Counsel will work together on a proposed Preliminary Approval Order, which the Parties must approve before submission to the Court.

33. “Personal Information” means names, dates of birth, Social Security numbers, passport numbers, driver’s license or state identification numbers, medical information, health

insurance information, and/or financial account numbers that Lewis & Clark College collected and maintained.

34. “Released Claims” means any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys’ fees, costs, interest or expenses) that the Releasing Parties had, have or may claim now or in the future to have (including, but not limited to, assigned claims and any and all “Unknown Claims” as defined below) that were or could have been asserted or alleged arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Action, including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged, argued, raised or asserted in any pleading or court filing in the Action. “Released Claim” also shall have the meaning ascribed to it as set forth in additional details in Section XI below.

35. “Reminder Notice” means a copy of the Short-Form Notice (**Exhibit C**) that will be emailed to all Class Members with a known email address and mailed to the remaining Class Members for whom no known or valid email addresses exist via postcard. The Reminder Notice shall be issued no later than 14 days before the Claims Deadline.

36. “Request for Exclusion” is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from or “opt out of” the Settlement Class in the form and manner provided for in the Notice.

37. “Service Award Payment” means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in this litigation, which shall not exceed \$2,000 per Settlement Class Representative, as approved by the Court.

38. “Settlement” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

39. “Settlement Administration Costs” shall mean the costs incurred by the Settlement Administrator to administer the Settlement, including Notice and Administrative Expenses.

40. “Settlement Administrator” means EisnerAmper Gulf Coast, LLC, which will serve as the settlement administrator and notice provider for the settlement.

41. “Settlement Class” means all individuals whose Personal Information may have been involved in the Data Breach. All members of the Settlement Class who do not opt-out of the settlement shall be referred to as Settlement Class Members. For purposes of settling this Action, the Parties conditionally stipulate and agree that the Settlement Class is comprised of approximately 48,799 individuals.

42. “Settlement Class List” means the list generated by Defendant containing the full names and physical and email addresses, to the extent known, for all persons who fall under the definition of the Settlement Class, which Defendant shall provide to the Settlement Administrator within 10 days of the Preliminary Approval Order.

43. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class.

44. “Settlement Fund” means a non-reversionary common fund created by the Settlement Administrator and to be paid by, or on behalf of, Defendant in the amount of Five Hundred Thousand Dollars (\$500,000.00), including any interest accrued thereon after payment to the Settlement Administrator, this being the full and complete limit and extent of Defendant’s obligations with respect to the Settlement.

45. “Settlement Payment” or “Settlement Check” mean the payment to be made via mailed check and/or electronic payment to a Participating Settlement Class Member pursuant to Section I below for a Valid Claim.

46. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiffs’ Motion for Preliminary Approval of the Settlement, the Preliminary Approval Order, Plaintiffs’ Fee Application, and the operative complaint in the Action. The Settlement Website shall also include a downloadable copy of the Longform Notice and the Claim Form for Settlement Class Members to access. The Settlement Website shall provide for secure online submission of Claim Forms and supporting documents. The Settlement Website will also provide a toll-free telephone number, contact form, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least 30 days after all Settlement Payments have been distributed.

47. “Short-Form Notice” means the content of the mailed notice to the proposed Settlement Class Members substantially in the form as shown in **Exhibit C** attached hereto. The Short-Form Notice will direct the recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys’ fees, and the date of the Final Fairness Hearing as defined below.

48. “Valid Claim” means a Settlement Claim, determined to be timely, complete, and verified by the Claims Administrator to meet all the required criteria for the type of claim being submitted, including the amount approved by the Settlement Administrator (even if that determination is made following the dispute resolution process described herein).

## **I. SETTLEMENT BENEFITS**

49. Establishment of Settlement Fund. Within forty-five (45) days after the entry of the Preliminary Approval Order, Defendant shall cause to be deposited the Notice and Administrative Expenses through the date of final approval, as estimated by the Settlement Administrator, into an account established and administered by the Settlement Administrator at a financial institution



agreed upon by the Settlement Administrator, Defendant, and Class Counsel, to cover the Settlement Administrator's reasonable set-up costs, notice, and early administration costs. Defendant shall deposit the balance of the Settlement Fund into the same account within fourteen (14) days of the Effective Date. The Settlement Administrator shall provide wiring instructions and a properly completed and duly executed IRS Form W-9, along with any other necessary forms, to Defendant within ten (10) days of the entry of the Preliminary Approval Order. Following Defendant's payment of the Settlement Fund monies as described in this Paragraph, Defendant shall have no responsibility, financial obligation, or liability whatsoever with respect to the selection of the Settlement Fund account, investment of Settlement Fund account funds, payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes or Tax-Related Expenses imposed on the Settlement Fund account or its distributions, or payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund. To the extent this Settlement Agreement does not become Final, Defendant will be entitled to the return of any amounts not already incurred by the Settlement Administrator.

50. **Settlement Benefits.** All Settlement Class Members may submit a claim for either reimbursement for documented Out-of-Pocket Losses (defined below) or ("Out-of-Pocket Losses") (defined below) or a Cash Award (defined below). In addition to electing either reimbursement for Out-of-Pocket Losses or a Cash Award, all Participating Settlement Class Members may also elect to receive Identity Theft Protection and Credit Monitoring Services (defined below).

51. **Documented Out-of-Pocket Losses.** The Settlement Administrator, from the Settlement Fund, will provide compensation, up to a total of \$5,000 per person who is a member of the Settlement Class, upon submission of a claim and supporting documentation, for Out-Of-Pocket Losses incurred as a result of the Incident, including, 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 date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Settlement Class Members with Out-of-Pocket Losses must submit documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that document the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. The amount of the Cash Award will be calculated in accordance with Paragraph 54, below. In the unlikely event that the Settlement Fund is insufficient to cover all Out-of-Pocket Losses, such claims shall be reduced *pro rata* to account for the amount of remaining funds, and no additional monetary benefits shall be paid to any claimants.

52. **Cash Award.** Settlement Class Members who submit a valid and timely Claim Form may elect a claim to receive a payment (a "Cash Award"). The amount of the Cash Award will be calculated in accordance with Paragraph 54, below.

53. **Identity Theft Protection and Credit Monitoring.** Each Settlement Class Member who submits a Valid Claim Form may elect two years of free identity theft and credit



monitoring services (“Credit Monitoring Services” or “CMS”). The services shall provide three-bureau monitoring for all Valid Claims. The CMS will include the following services to be provided to each Settlement Class Member who submits a valid and timely Claim Form and elects the CMS: (i) up to \$1 million dollars of identity theft insurance coverage; (ii) three bureau credit monitoring providing notice of changes to the Settlement Class Members’ credit profile; (iii) alerts for activity including new inquiries, new accounts created, change of address requests, changes to public records, postings of potentially negative information, and other leading indicators of identity theft; (iv) customer care and dedicated fraud resolution agent; (v) comprehensive educational resources; and (vi) extended fraud resolution. Settlement Class Members will need to enroll to receive this benefit.

**54. Distribution of Settlement Payments.** The Settlement Administrator shall distribute the payments for Valid Claims for Out-of-Pocket Losses, Cash Awards, and CMIS (collectively, “Monetary Benefits”) as provided in this paragraph. The total amount of Monetary Benefits shall be paid from the Settlement Fund after the payment of the Settlement Administration Costs, Service Awards to Class Representatives, and Attorney’s Fees and Litigation Expenses (the “Net Settlement Fund”). The Settlement Administrator will first apply the Net Settlement Fund to pay for Valid Claims for Out-of-Pocket Losses. If the total amount of Out-of-Pocket Losses exceeds the total amount of Valid Claims for Out-of-Pocket Losses, such claims shall be reduced *pro rata* to account for the amount of remaining funds, and no additional monetary benefits shall be paid to any claimants. If funds remain in the Net Settlement Fund after paying for the Out-of-Pocket Losses, the Settlement Administrator will next use the Net Settlement Fund to pay for Valid CMS claims. If funds remain in the Net Settlement Fund after paying out all Valid Claims for Out-of-Pocket Losses and CMS, the Settlement Administrator shall make all Cash Award payments to all Settlement Class Members who submit a Valid Claim for Cash Awards. The amount of each Cash Award payment shall be calculated by dividing the amount remaining in Net Settlement Fund by the total number of valid and timely Claim Forms submitted by Settlement Class Members who elected a Cash Award. In the event that Compensation for Out-of-Pocket Losses, Identity Theft Protection and Credit Monitoring Services, Settlement Administration Costs, Service Awards to Class Representatives, and Attorney’s Fees and Litigation Expenses exceed the Settlement Fund, all class member payments will be reduced on a *pro rata* basis such that Defendant’s maximum amount to be paid does not exceed the non-reversionary Settlement Fund. As to any portion of the settlement fund that remains after all of the above have been paid, it shall be distributed *cy pres* to Oregon Museum of Science and Industry, pending Court approval.

**55. Dispute Resolution for Claims.** The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Class Member; (2) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the Out-of-Pocket Loss Claims; (3) the information submitted could lead a reasonable person to conclude that it is more likely than not the claimant has suffered the claimed losses as a result of the Data Breach; and (4) the claimant timely submitted their Claim Form. The Settlement Administrator may, at any time, request from the claimant, in writing, additional information that the Settlement Administrator deems reasonably necessary to evaluate the claim, *e.g.*, documentation requested on the Claim Form, information regarding the claimed losses, and claims previously made for identity theft and the resolution thereof. For any such claims that the Settlement Administrator determines to be invalid,

the Settlement Administrator will submit those claims to the Parties, by and through their respective Counsel. If, upon meeting and conferring, the Parties disagree as to the Claim validity, then the Claim shall be referred back to the Settlement Administrator for final determination on the Claim validity.

- i. Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Settlement Administrator shall request additional information and allow the claimant 14 days from the date of the request to cure the defect. If the defect is not cured within the time allotted, then the claim will be deemed invalid.
- ii. Following timely receipt of additional information pursuant to a request by the Settlement Administrator, the Settlement Administrator shall have 10 days to accept or reject the Claim. If, after reviewing the Claim and all documentation submitted by the claimant, the Settlement Administrator determines that such a claim is valid, then the Claim shall be paid. If the Claim is not valid because the claimant has not provided the information requested by the Settlement Administrator, then the Settlement Administrator may reject the Claim without any further action. A defect in one Claim shall not cause rejection of any other Valid Claim submitted by the claimant.
- iii. Class Members shall have 10 days from receipt of the approval of a Claim that provides a payment that deviates from the losses described on the Claim Form to accept or reject the Claim. This provision does not apply where the Claim value deviates due to a pro rata increase or decrease.

## II. PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

56. **Payment Timing.** Payments for Valid Claims for reimbursement for approved Out-of-Pocket Losses, and Cash Awards, as set forth in Paragraphs 51, 52, and 53, shall be issued in the form of a check mailed and/or an electronic payment to the Settlement Class Member as soon as practicable after the allocation and distribution of funds are determined by the Settlement Administrator following the date the claim is approved.

57. **Timing.** Settlement Checks shall bear in the legend that they expire if not negotiated within 120 days of their date of issue.

58. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within 30 days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an email and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and

negotiable for 90 days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

59. **Uncashed Checks.** To the extent that a Settlement Check is not cashed within 120 days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Participating Settlement Class Member by email and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Participating Settlement Class Member using advanced address searches or other reasonable methods; and (3) mail the Participating Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Upon request of a Participating Settlement Class Member, the Settlement Administrator may re-issue a check for up to an additional 90-day period following the original 120-day period. Any reissued Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for 90 days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

60. **Deceased Class Members.** If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Check to the Participating Settlement Class Member's estate upon receiving proof the Participating Settlement Class Member is deceased, documentation establishing the proper estate representative to whom to mail the Settlement Check, and after consultation with Class Counsel and Defendant's Counsel.

## II. CLAIMS AND DISTRIBUTION OF SETTLEMENT FUNDS

61. **Submission of Electronic and Hard Copy Claims.** Participating Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via a claims website or physically by USPS mail to the Settlement Administrator. Claim Forms must be submitted electronically through the Settlement Website or postmarked during the Claims Period and on or before the Claims Deadline.

## III. SETTLEMENT CLASS NOTICE

62. **Notice.** Within 10 days after the date of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within 30 days after the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate Notice to the members of the Settlement Class.

63. **Manner of Giving Notice.** Notice will be issued in a manner reasonably calculated to satisfy due process, and the Settlement Provider will provide a declaration establishing notice conforming to due process requirements that Plaintiff may file as part of a motion for final approval of the settlement. Subject to Court approval, the Settlement Administrator will provide the Class Notice to all Class Members as described herein.

- a. **Short Form Notice.** As soon as practicable but starting no later than 30 days from the date of the Preliminary Approval Order, the Settlement Administrator shall

disseminate the Short Form Notice via USPS First Class Mail to all Settlement Class Members for which it has mailing addresses. Before mailing the Short Form Notice, the Settlement Administrator will update the addresses provided by Defendant with the National Change of Address (NCOA) database. It shall be presumed that the intended recipients received the Short Form Notice if the mailed Short Form Notices have not been returned to the Settlement Administrator as undeliverable within 15 days of mailing.

- b. **Settlement Website.** Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish the Settlement Website. The Parties shall confer and approve a mutually acceptable URL for the Settlement Website and a secure webserver to host the Settlement Website. The Settlement Website shall remain accessible until at least 30 days after the Settlement Administrator has completed its obligations under the Settlement Agreement. The Settlement Website shall contain: the Settlement Agreement; contact information for Class Counsel and Defendant’s Counsel; contact information for the Settlement Administrator; the publicly filed motion for preliminary approval, motion for final approval and for attorneys’ fees and expenses (when they become available); the signed preliminary approval order; and a downloadable and online version of the Claim Form and Long-Form Notice. The Settlement Website shall provide for secure online submission of Claim Forms and supporting documents. The Settlement Website shall contain a prominent notification that “No Claims Forms will be accepted via email.”
- c. **Toll-Free Telephone Number.** Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish a designated toll-free telephone number by which Settlement Class Members can obtain information about the Settlement and request paper forms of the Short-Form Notice and Claim Form be sent to them.
- d. **Post Office Box.** Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish a designated USPS P.O. Box to accept correspondence and claims from Settlement Class Members.
- e. **Reminder Notices.** Reminder Notice shall be issued no later than 14 days before the Claims Deadline. Reminder notice will be sent via email to Settlement Class Members for whom an email address is available, and USPS mail to those Settlement Class Members for whom no address is available.

#### IV. OPT-OUTS AND OBJECTIONS

64. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves (“opt-out”) of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than 60 days after the Notice Deadline. The Request for Exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. The Short

Form Notice shall state “if you do not want to be legally bound by the Settlement, you must exclude yourself” by a designated date. The Short Form Notice will also state: “if you do nothing, you will remain in the class, you will not be eligible for benefits, and you will be bound by the decision of the Court and give up your rights to sue Defendant for the claims resolved by this Settlement.” The Short Form Notice shall provide the Website URL and telephone number to obtain a copy of the Long-Form Notice.

65. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee Application by submitting timely, written objections to the Settlement Administrator postmarked no later than 60 days after the Notice Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member’s full name, current mailing address, telephone number, and email address; (iii) a written statement of the specific grounds for the objection, as well as any legal basis and documents supporting the objection; (iv) a written statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any and all attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) proof that the Settlement Class Member is a member of the Settlement Class (*e.g.*, copy of Data Breach notice); (viii) contain a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector’s counsel has filed an objection to any proposed class action settlement in the past three (3) years; and (ix) the signature of the Settlement Class Member or the Settlement Class Member’s attorney. The Notice shall set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing, shall be bound by the Settlement Agreement, and shall be forever barred from making any objection to the Settlement.

66. Any Settlement Class Member who fails to comply with the requirements for objecting as set forth Paragraph 65 shall waive and forfeit all rights he or she may have to appear separately and/or object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provision of Paragraph 65. Without limiting the foregoing, any challenge to the Settlement Agreement, or the Judgment to be entered upon final approval, shall be pursuant to an appeal and not through a collateral attack.

67. Within ten (10) days after the Opt-Out Date as approved by the Court, if there have been more than 150 valid opt outs, Defendant may, by notifying Settlement Class Counsel and the Court in writing, within five (5) business days from the date of the Claims Administrator provides written notice to Defendant of the number of opt-outs, void this Settlement Agreement. If Defendant voids the Settlement Agreement, Defendant shall be obligated to pay all settlement expenses already incurred, excluding any attorneys’ fees, costs, and expenses of Settlement Class Counsel and service awards and shall not, at any time, seek recovery of same from any party to the Litigation or from counsel to any other party to the Litigation.

## V. DUTIES OF SETTLEMENT ADMINISTRATOR

68. **Settlement Administration Process.** After the settlement is preliminarily approved by the Court, the Settlement Administrator will send the Notice to the Settlement Class. Defendant will cooperate in providing to the Settlement Administrator the Settlement Class List, which will be kept strictly confidential between the Administrator, Defendant, and Class Counsel. After the Court enters an order finally approving the Settlement, the Settlement Administrator shall distribute payments out of the Settlement Fund as set forth in this Agreement. Cash payments to Settlement Class Members will be made by check or electronic payment sent from the Administrator.

69. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Administering, and overseeing the Settlement Fund provided by Defendant to pay Approved Claims;
- b. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- c. Providing Notice to Settlement Class Members via U.S. mail and Reminder Notice(s) via email and/or U.S. Mail;
- d. Establishing and maintaining the Settlement Website;
- e. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries;
- f. Responding to any mailed or contact form Settlement Class Member inquiries in a timely manner;
- g. Reviewing, determining the timeliness, completeness, validity of, and processing all claims submitted by Settlement Class Members and transmitting to Class Counsel and Defendant's Counsel a list of Approved Claims both periodically during the Claims Period and after the Claims Deadline;
- h. Receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and Defendant's Counsel a copy thereof no later than three (3) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and to Defendant's Counsel;
- i. After approval of Valid Claims, processing and transmitting Settlement Payments to Settlement Class Members;
- j. Providing weekly or, as instructed by Class Counsel and Defendant's Counsel, other periodic reports to Class Counsel and Defendant's Counsel that include information regarding the number of Settlement Checks mailed and delivered, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments;
- k. In advance of the Final Approval Hearing, preparing a sworn declaration to submit to the Court that: (i) attests to implementation of Notice in accordance with the



- Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion;
- l. After all payments required under this Agreement have otherwise been made, final distribution of any funds remaining in the Settlement Fund in the manner requested by the Parties; and
  - m. Performing any function related to Settlement administration at the agreed-upon instruction of Class Counsel and Defendant's Counsel.

70. **Limitation of Liability.** The Parties, Class Counsel, and Defendant's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Funds; (iii) the formulation, design or terms of the disbursement of the Settlement Funds; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Funds; or (v) the payment or withholding of any Taxes and Tax-Related Expenses.

71. **Indemnification.** The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, and Defendant's Counsel for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice, plan and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Funds; (iii) the formulation, design or terms of the disbursement of the Settlement Funds; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Funds; (v) any losses suffered by, or fluctuations in the value of the Settlement Funds; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

72. **Settlement Administration Costs.** The Settlement Administrator's reasonable fees and costs, including the costs of direct mail notice and reminder notice(s), will be from the Settlement Fund.

## VI. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

73. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date.

74. **Preliminary Approval.** Class Counsel shall file a motion for preliminary approval of the Settlement by December 20, 2024.

75. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline.

76. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

## VII. MODIFICATION AND TERMINATION

77. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

78. **Settlement Not Approved and Effect of Termination.** If: (1) the Court does not issue the Final Approval Order and Judgment; (2) the Effective Date does not occur, or (3) any court alters or modifies the Final Approval Order in any material respect, the Parties shall have sixty (60) days from the date of such occurrence/non-occurrence to work together in good faith in considering, drafting, and submitting reasonable modifications to this Settlement Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may, at their sole discretion, terminate this Settlement Agreement on seven (7) days written notice to the other Party. In that event, the certification of the Settlement Class shall be void. In the event the Settlement Class is so decertified, Defendant reserves the right to contest class certification for all other purposes in the Action. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support of or in opposition to a class certification motion. In addition, the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including and without limitation in a contested proceeding relating to class certification. For avoidance of any doubt, neither Party may terminate the Settlement Agreement while an appeal from an order granting approval of the Settlement is pending.

## VIII. RELEASES

79. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, the Settlement Class Representative and Participating Settlement Class



Members, and each of their spouses and children with claims on behalf of the Settlement Class member, and each of their respective heirs, executors, administrators, estates, representatives, agents, partners, predecessors, successors, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, and assigns and all who claim through them or who assert claims (or could assert claims) on their behalf shall be deemed to have, and by operation of Judgment shall have released, acquitted, relinquished, and forever discharged any and all Released Claims against Defendant and its present and former departments or divisions, and any and all of their respective past, present, and future officers, directors, employees, partners, servants, agents, successors, attorneys, advisors, consultants, contractors, vendors, service providers, representatives, insurers, reinsurers, subrogees and the predecessors, successors, and assigns of any of the foregoing (the “Releasees”). The release stated above provided by Settlement Class Members includes all claims and causes of action pleaded or that could have been pleaded that are related in any way to the activities stemming from the factual allegations described in the Action.

80. **Unknown Claims.** The Released Claims include the release of Unknown Claims. “Unknown Claims” means claims that could have been raised in the Action and that the Settlement Class Representative or Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns does not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Releasees of any of the foregoing 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 Settlement Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the Released Claims. Upon the Effective Date, the Settlement Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns 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 any territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, related to the release of Unknown Claims. The Settlement Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns 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 Release, 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. Settlement Class Representative, Participating Settlement Class Members and Class Counsel acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

81. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representative and other Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are

authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

### VIII. SERVICE AWARD PAYMENTS

82. **Service Award Payment.** At least 14 days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application that will include a request for a Service Award Payment for the Settlement Class Representatives in recognition for their contribution to this Action to be paid from the Settlement Fund. Defendant takes no position on a request for a service award of \$2,000 to the Settlement Class Representatives, subject to Court approval. This service award shall be separate and apart from any other benefits available to the Settlement Class Representative as Participating Settlement Class Members under the terms of this Agreement. Such Service Award Payment shall be paid by the Settlement Administrator from the Settlement Fund no later than fourteen (14) days after the Effective Date. This term was negotiated after the Parties reached an agreement on the total settlement amount.

83. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the Service Award Payments in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

### IX. ATTORNEYS' FEES, COSTS, EXPENSES

84. **Attorneys' Fees, Costs, and Expenses.** At least 14 days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application for an award of attorneys' fees and Litigation Costs, and Expenses up to one-third (33.3%) of the Settlement Fund to Class Counsel for attorneys' fees, in addition to the costs and expenses incurred in connection with the prosecution of this matter, to be paid from the Settlement Fund. Defendant takes no position on this request. The parties negotiated this term after the Parties reached an agreement on the total settlement amount. Class Counsel shall provide to the Settlement Administrator a properly completed and duly executed IRS Form W-9. Court approval of the settlement is not dependent on the Court awarding attorneys' fees and costs as provided in this Section. Any Fee Award and Costs and expenses shall be paid by the Settlement Administrator from the Settlement Fund in the amount approved by the Court, no later than fourteen (14) days after the Effective Date.

85. **No Effect on Agreement.** The amount(s) of any award of attorneys' fees, costs, and expenses, and the Service Award Payments to the Settlement Class Representative, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court of modification or reversal or appeal of any order of the Court, concerning the amount(s) of attorneys' fees, costs, and expenses, and/or service awards ordered by the Court to Class Counsel or Settlement Class Representatives shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of the Settlement Agreement.

## X. NO ADMISSION OF LIABILITY

86. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this 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.

87. **Limitations on the Use of this Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) 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 Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendant in the Action or in any proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or Judgment in any action that may be brought against them or any of them to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

## XI. MISCELLANEOUS

88. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

89. **Cooperation.** The Parties acknowledge that it is their intent to (i) consummate this Settlement Agreement; and (ii) to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

90. **Final and Complete Resolution.** The Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Action. The settlement compromises claims that are contested and shall not be deemed an admission by any Party as to the merits of any claim or defense. The Parties each agreed that the settlement was negotiated in good faith by the Parties and reflects a settlement that was reached voluntarily after consultation with competent counsel.

91. **Class Counsel Powers.** Class Counsel, on behalf of the Settlement Class, are expressly authorized by Settlement Class Representative to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate to carry out the spirit of this Settlement Agreement and to ensure the fairness to the Settlement Class.

92. **Successors and Assigns.** The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

93. **Pronouns.** As used herein, “he” means “he, she, it, or they;” “his” means “his, hers, its, or theirs;” and “him” means “him, her, it, or them.”

94. **Currency.** All dollar amounts are in United States dollars (USD).

95. **Execution in Counterparts.** The Agreement may be executed in counterparts. Each counterpart shall be deemed an original, and execution of the counterparts shall have the same force and effect as if all Parties had signed the same instrument.

96. **No Construction Against the Drafter.** This Agreement shall be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement. The Settlement Class Representative and Defendant each acknowledge that each have been advised and are represented by legal counsel of his or her own choosing throughout the negotiations preceding execution of this Agreement and have executed the Agreement after having been so advised.

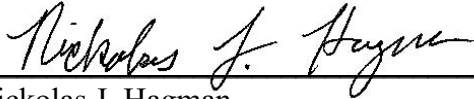
97. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties regarding the subject matter hereof and shall supersede any previous agreements, representations, communications, and understandings among the Parties. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent agreement of the Parties.

98. **Paragraph Headers.** Use of paragraph headers in this Agreement is for convenience only and shall not have any impact on the interpretation of particular provisions.

99. **Governing Law.** The Settlement Agreement shall be construed in accordance with, and be governed by, the laws of the State of Oregon, without regard to the principles thereof regarding choice of law.

100. **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 or Parties on whose behalf he or she signs this Settlement Agreement to all of the terms and provisions of this Settlement Agreement.

AGREED TO AND ACCEPTED:



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Nickolas J. Hagman  
CAFFERTY CLOBES MERIWETHER &  
SPRENGEL LLP  
Counsel for Plaintiffs and the Putative Class

---

Kaleigh N. Boyd  
TOUSLEY BRAIN STEPHENS PLLC  
Counsel for Plaintiffs and the Putative Class

---

Phil Krzeski  
CHESTNUT CAMBRONNE PA  
Counsel for Plaintiffs and the Putative Class

---

David Schelberg  
McDONALD HOPKINS LLC  
Counsel for Defendant Lewis & Clark College



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By: David C. Reese  
Vice President, General Counsel, Chief of Staff and  
Board Secretary  
On behalf of Defendant Lewis & Clark College

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Lisa Unsworth

---

Michael Ramone

---

Christopher Potter

---

Therese Cooper

---

Charles Sanderson

AGREED TO AND ACCEPTED:

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Nickolas J. Hagman  
CAFFERTY CLOBES MERIWETHER &  
SPRENGEL LLP  
Counsel for Plaintiffs and the Putative Class

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Kaleigh N. Boyd  
TOUSLEY BRAIN STEPHENS PLLC  
Counsel for Plaintiffs and the Putative Class

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Phil Krzeski  
CHESTNUT CAMBRONNE PA  
Counsel for Plaintiffs and the Putative Class

---

David Schelberg  
McDONALD HOPKINS LLC  
Counsel for Defendant Lewis & Clark College

---

By: David C. Reese  
Vice President, General Counsel, Chief of Staff and  
Board Secretary  
On behalf of Defendant Lewis & Clark College

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Lisa Unsworth

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Michael Ramone

---

Christopher Potter



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Therese Cooper

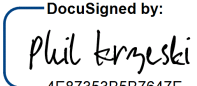
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Charles Sanderson

AGREED TO AND ACCEPTED:

\_\_\_\_\_  
Nickolas J. Hagman  
CAFFERTY CLOBES MERIWETHER &  
SPRENGEL LLP  
Counsel for Plaintiffs and the Putative Class

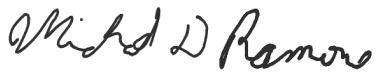
  
\_\_\_\_\_  
Kaleigh N. Boyd  
TOUSLEY BRAIN STEPHENS PLLC  
Counsel for Plaintiffs and the Putative Class

DocuSigned by:  
  
\_\_\_\_\_  
Phil Krzeski  
CHESTNUT CAMBRONNE PA  
Counsel for Plaintiffs and the Putative Class


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David Schelberg  
McDONALD HOPKINS LLC  
Counsel for Defendant Lewis & Clark College

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\_\_\_\_\_  
Therese Cooper

\_\_\_\_\_  
Charles Sanderson



# **EXHIBIT A**

Your claim must be  
submitted online or  
postmarked by:  
**[DEADLINE]**

*Unsworth, et al., v. Lewis & Clark College*  
Case No. 3:24-cv-00614  
United States District Court, District of Oregon (Portland Division)

LEWIS &  
CLARK  
CLAIM

## CLAIM FORM

### GENERAL INSTRUCTIONS

#### **You are a member of the Settlement Class and eligible to submit a Claim Form if:**

You are an individual who was notified of the February 2023 cyberattack suffered by Lewis & Clark College wherein cybercriminals potentially accessed and/or stole files containing the Private Information of approximately 48,799 individuals from Lewis & Clark College's network (the "Data Breach"). The Data Breach potentially exposed Private Information, including full names, dates of birth, Social Security numbers, driver's license or state identification numbers, passport numbers, medical information and health insurance, and financial account numbers.

#### **The Settlement Benefits**

**Expense Reimbursement.** Settlement Class Members are eligible to receive reimbursement for the following documented out-of-pocket losses, if not already reimbursed through any other source and caused by the Data Breach, **not to exceed \$5,000.00 per Settlement Class Member:**

- (i) unreimbursed costs to obtain credit reports;
- (ii) unreimbursed fees relating to a credit freeze;
- (iii) unreimbursed card replacement fees;
- (iv) unreimbursed losses relating to fraud or identity theft;
- (v) unreimbursed late fees;
- (vi) unreimbursed over-limit fees;
- (vii) unreimbursed interest and fees on payday loans taken as a result of the Data Breach;
- (viii) unreimbursed bank or credit card fees;
- (ix) unreimbursed postage, mileage, and other incidental expenses resulting from the Data Breach; and
- (x) unreimbursed costs associated with up to one year of credit monitoring or identity theft insurance purchased prior to the Effective Date, with certification that it was purchased primarily as a result of the Data Breach.

The amount of the expense reimbursement will be increased or decreased on a *pro rata* basis, depending upon the number of valid claims filed and the amount of funds available for these payments.

Settlement Class Members must submit documentation supporting their expense reimbursement claims. This can include receipts or other documentation not "self-prepared" by the claimant that document the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

**Identity Theft Protection and Credit Monitoring.** Settlement Class Members are eligible to enroll in two (2) years of Credit Monitoring Services through three bureaus, which will include (i) up to \$1 million dollars of identity theft insurance coverage; (ii) three bureau credit monitoring providing notice of changes to the Settlement Class Members' credit profile; (iii) alerts for activity including new inquiries, new accounts created, change of address requests, changes to public records, postings of potentially negative information, and other leading indicators of identity theft; (iv) customer care and dedicated fraud resolution agent; (v) comprehensive educational resources; and (vi) extended fraud resolution. Settlement Class Members will need to enroll to receive this benefit.

**Alternative Cash Payment.** Settlement Class Members can elect to make a claim for an alternative cash payment in lieu of expense reimbursement. No documentation is required to make this claim. The amount of the alternative cash payment will be increased or decreased on a *pro rata* basis, depending upon the number of valid claims filed and the amount of funds available for these payments.

QUESTIONS? VISIT [WWW.LEWISANDCLARKCLAIM.COM](http://WWW.LEWISANDCLARKCLAIM.COM) OR CALL TOLL-FREE 1-XXX-XXX-XXXX

Your claim must be submitted online or postmarked by: **[DEADLINE]**

*Unsworth, et al. v. Lewis & Clark College*  
 Case No. 3:24-cv-00614  
 United States District Court, District of Oregon (Portland Division)

**LEWIS & CLARK CLAIM**

**CLAIM FORM**

If the total Settlement Benefits claimed exceed \$500,000.00, the amounts paid to Settlement Class Members will be prorated downwards to stay within the maximum \$500,000.00 aggregate cap.

This Claim Form may be submitted electronically via the Settlement Website at [redacted] or completed and mailed, including any supporting documentation, to: Lewis & Clark Settlement, Attn: Claim Forms, [redacted].

**I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION**

Provide your name and contact information below. You must notify the Claims Administrator if your contact information changes after you submit this Claim Form.

|                       |                         |                            |
|-----------------------|-------------------------|----------------------------|
|                       |                         |                            |
| <b>First Name</b>     | <b>Last Name</b>        |                            |
|                       |                         |                            |
| <b>Street Address</b> |                         |                            |
|                       |                         |                            |
| <b>City</b>           | <b>State</b>            | <b>Zip Code</b>            |
|                       |                         |                            |
| <b>Email Address</b>  | <b>Telephone Number</b> | <b>Notice ID, if known</b> |

**II. EXPENSE REIMBURSEMENT**

- Check this box if you are requesting compensation for **Expense Reimbursement** up to a total of \$5,000.00. **You must submit supporting documentation demonstrating actual, unreimbursed monetary loss.**

Complete the chart below describing the supporting documentation you are submitting.

| Description of Documentation Provided              | Amount       |
|--|--------------|
| <i>Example: Receipt for credit repair services</i> | <i>\$100</i> |
|  |              |
|  |              |
|  |              |
|  |              |
|  |              |
|  |              |
|  |              |
| <b>TOTAL AMOUNT CLAIMED:</b>                       |              |

- You must check this box to attest that the out-of-pocket expenses and charges you listed above actually occurred and arose from the Data Breach.

QUESTIONS? VISIT [WWW.\[redacted\].COM](http://WWW.[redacted].COM) OR CALL TOLL-FREE 1-[redacted]

Your claim must be submitted online or postmarked by: **[DEADLINE]**

*Unsworth, et al. v. Lewis & Clark College*  
Case No. 3:24-cv-00614  
United States District Court, District of Oregon (Portland Division)

**LEWIS & CLARK CLAIM**

**CLAIM FORM**

**III. CREDIT MONITORING SERVICES**

Check this box if you wish to enroll in Identity Theft Protection and Credit Monitoring Services for two (2) years.

A unique redemption code, allowing Settlement Class Members to enroll in these services will be sent to each Settlement Class Member who submits a valid claim for such services after the Court approves the Settlement as final and after any appeals are resolved.

**IV. ALTERNATIVE CASH PAYMENT**

Check this box if you wish to receive an alternative cash payment in lieu of expense reimbursement.

**V. PAYMENT SELECTION**

Please select **one** of the following payment options:

**PayPal** - Enter your PayPal email address: \_\_\_\_\_

**Venmo** - Enter the mobile number associated with your Venmo account: \_\_\_\_-\_\_\_\_-\_\_\_\_

**Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: \_\_\_\_-\_\_\_\_-\_\_\_\_ or Email Address: \_\_\_\_\_

**Virtual Prepaid Card** - Enter your email address: \_\_\_\_\_

**Physical Check** - Payment will be mailed to the address provided in Section I above.

**VI. ATTESTATION & SIGNATURE**

I swear and affirm under penalty of perjury that the information provided in this Claim Form, and any supporting documentation provided is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Claims Administrator before my claim is considered complete and valid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

QUESTIONS? VISIT **WWW.\_\_\_\_\_.COM** OR CALL TOLL-FREE 1-**XXX-XXX-XXXX**

# **EXHIBIT B**

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF OREGON (PORTLAND DIVISION)

**If you are an Individual who was notified by Lewis & Clark College that your PII was potentially compromised in a February 2023 Data Breach, a Class Action Settlement may Affect Your Rights.**

*A federal court authorized this Notice. This is not a solicitation from a lawyer.*

- A settlement has been proposed in a class action lawsuit against Lewis & Clark College (“Lewis & Clark” or “Defendant”) relating to a February 2023 cyberattack during which cybercriminals potentially accessed and/or stole files that contained individuals’ private information (the “Data Breach”). Lewis & Clark denies all claims alleged against it and denies all charges of wrongdoing or liability. The settlement is not an admission of wrongdoing or an indication that Defendant has violated any laws, but rather the resolution of disputed claims.
- The Settlement provides for a \$500,000.00 aggregate cap for Settlement Benefits (*See* questions 7-10). In addition, Lewis & Clark will pay for the Costs of Notice and Claims Administration, Attorneys’ Fees and Costs awarded by the Court, and service awards to the Representative Plaintiffs awarded by the Court.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully. For complete details, visit **WEBSITE** or call toll-free 1-**XXX-XXX-XXXX**.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT             |  |
|--|--|
| <b>SUBMIT A CLAIM FORM<br/>BY: DEADLINE</b>                  | Submitting a valid Claim Form is the only way you can receive Credit Monitoring Services, Expense Reimbursement, or an Alternative Cash Payment.   |
| <b>EXCLUDE YOURSELF FROM THE SETTLEMENT<br/>BY: DEADLINE</b> | If you exclude yourself from this Settlement, you will not receive any benefits from the Settlement, but you also will not release your claims against Lewis & Clark. This is the only option that allows you to be part of any other lawsuit against Lewis & Clark for the legal claims resolved by this Settlement. If you exclude yourself from the Settlement, you may not object to the Settlement. |
| <b>OBJECT TO THE SETTLEMENT<br/>BY: DEADLINE</b>             | To object to the settlement, you can write to the Court with reasons why you do not agree with the Settlement. You may ask the Court for permission for you or your attorney to speak about your objection at the Final Fairness Hearing at your own expense.  |
| <b>DO NOTHING</b>  | If you do nothing, you will not receive any benefits from the Settlement. You will also give up certain legal rights.  |

**Questions? Visit **WEBSITE** or call toll-free 1-**XXX-XXX-XXXX****

**WHAT THIS NOTICE CONTAINS**

**BASIC INFORMATION.....PAGE 2**  
**WHO IS INCLUDED IN THE SETTLEMENT?.....PAGE 3**  
**THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY.....PAGE 3**  
**HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM.....PAGE 5**  
**REMAINING IN THE SETTLEMENT.....PAGE 5**  
**EXCLUDING YOURSELF FROM THE SETTLEMENT.....PAGE 5**  
**THE LAWYERS REPRESENTING YOU.....PAGE 6**  
**OBJECTING TO THE SETTLEMENT.....PAGE 7**  
**THE COURT’S FINAL FAIRNESS HEARING.....PAGE 8**  
**IF YOU DO NOTHING.....PAGE 8**  
**GETTING MORE INFORMATION.....PAGE 9**

**BASIC INFORMATION**

**1. Why is this Notice being provided?**

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in this class action lawsuit and about all your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Claims Administrator appointed by the Court will distribute the Settlement Benefits to Settlement Class Members who submitted a Valid Claim. This Notice explains the lawsuit, the Settlement, your legal rights, what payments are available, who is eligible for them, and how to get them.

The Court overseeing this case is the United States District Court for the District of Oregon, Portland Division. The case is known as *Unsworth, et al., v. Lewis & Clark College*, Case No. 3:24-cv-00614-SB (D. Or.). Lisa Unsworth, Michael Ramone, Christopher Potter, Therese Cooper, and Charles Anderson, the individuals who brought this Action, are called the Plaintiffs or Representative Plaintiffs, and the entity sued, Lewis & Clark College, is called the Defendant.

**2. What is this lawsuit about?**

The Plaintiffs claim that Lewis & Clark is liable for the Data Breach and have asserted numerous legal claims against Lewis & Clark. Lewis & Clark denies each and all the claims and contentions alleged against it in the Action. Lewis & Clark denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Action.

For more information and to review the complaints filed in this Action, visit [WEBSITE](#).

**3. What is a class action Settlement?**

In a class action, one or more people called Plaintiff or Plaintiffs sue on behalf of people who have similar claims. Together, these people are called a Settlement Class or Settlement Class Members. One Court and one judge resolve the issues for all Class members, except for those who exclude themselves from the Settlement Class.

#### 4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or Lewis & Clark. Instead, the Plaintiffs negotiated a settlement with Lewis & Clark that allows the Plaintiffs, the proposed Settlement Class, and Lewis & Clark to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. The Settlement provides benefits and allows Settlement Class Members to obtain payment for certain costs or losses without further delay. Plaintiffs and Class Counsel think the Settlement is in the best interest of all Settlement Class Members. This Settlement does not mean that Lewis & Clark did anything wrong.

### WHO IS INCLUDED IN THE SETTLEMENT?

#### 5. How do I know if I am part of the Settlement?

The Settlement Class includes all individuals whose Personal Information may have been involved in the Data Breach.

Settlement Class Members were also sent notice of this class action Settlement via mail. If you are still not sure whether you are included, you can contact the Claims Administrator by calling toll-free at 1-XXX-XXX-XXXX or by visiting the Settlement Website at [WEBSITE](#).

#### 6. Are there exceptions to being included in the Settlement?

Yes. The Settlement Class specifically excludes: (i) Lewis & Clark and Lewis & Clark's parents, subsidiaries, affiliates, officers and directors, and any entity in which Lewis & Clark has a controlling interest; (ii) all individual who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; (iv) the attorneys representing the Parties in the Action; (v) all judges assigned to hear any aspect of the Action, as well as their immediate family members; and (vi) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Data Breach, or who pleads *nolo contendere* to any such charge.

### THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

#### 7. What does the Settlement provide?

The Settlement provides for \$500,000.00 aggregate cap for Settlement Benefits. Lewis & Clark will pay for the Costs of Notice and Claims Administration, Attorneys' Fees and Costs awarded by the Court, and service awards to the Representative Plaintiffs awarded by the Court out of the Settlement Fund. Please visit [WEBSITE](#) for complete information about the Settlement Benefits.

- Expense Reimbursement: Up to \$5,000.00 for documented, unreimbursed out-of-pocket losses resulting from the Data Breach.
- Alternative Cash Payment: In lieu of Expense Reimbursement, Settlement Class Members can claim an alternative cash payment. No documentation required.
- Identity Theft Protection and Credit Monitoring: Two (2) years of three bureau credit monitoring services with the following services: (i) up to \$1 million dollars of identity theft insurance coverage; (ii) three bureau credit monitoring providing notice of changes to the Settlement Class Members' credit profile; (iii) alerts for activity including new inquiries, new accounts created, change of address requests, changes to public records, postings of potentially negative information, and other



leading indicators of identity theft; (iv) customer care and dedicated fraud resolution agent; (v) comprehensive educational resources; and (vi) extended fraud resolution. Settlement Class Members will need to enroll to receive this benefit. This is in addition to the Cash Payment or Expense Reimbursement.

#### **8. What is included under Expense Reimbursement?**

All Settlement Class Members who submit a Valid Claim using the Claim Form are eligible to receive reimbursement for the following documented out-of-pocket losses, if not already reimbursed through any other source and caused by the Data Breach, not to exceed \$5,000.00 per Settlement Class Member:

1. unreimbursed costs to obtain credit reports;
2. unreimbursed fees relating to a credit freeze;
3. unreimbursed card replacement fees;
4. unreimbursed losses relating to fraud or identity theft;
5. unreimbursed late fees;
6. unreimbursed over-limit fees;
7. unreimbursed interest and fees on payday loans taken as a result of the Data Breach;
8. unreimbursed bank or credit card fees;
9. unreimbursed postage, mileage, and other incidental expenses resulting from the Data Breach; and
10. unreimbursed costs associated with up to one year of credit monitoring or identity theft insurance purchased prior to the Effective Date, with certification that it was purchased primarily as a result of the Data Breach.

The amount of the expense reimbursement will be increased or decreased on a *pro rata* basis, depending upon the number of valid claims filed and the amount of funds available for these payments.

Settlement Class Members with expense reimbursement claims must submit documentation supporting their claims. This can include receipts or other documentation not “self-prepared” by the claimant that document the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

#### **9. What is the Alternative Cash Payment?**

Settlement Class Members can elect to make a claim for an alternative cash payment in lieu of the Expense Reimbursement benefit. To receive this benefit, Settlement Class Members must submit a Valid Claim using the Claim Form, but no documentation is required to make a claim.

The amount of the alternative cash payment will be increased or decreased on a *pro rata* basis, depending upon the number of valid claims filed and the amount of funds available for these payments.

#### **10. What is included in the Credit Monitoring Services?**

Settlement Class Members who submit a Claim Form can elect to enroll in two (2) years of three bureau credit monitoring services with the following services: (i) up to \$1 million dollars of identity theft insurance coverage; (ii) three bureau credit monitoring providing notice of changes to the Settlement Class Members’ credit profile; (iii) alerts for activity including new inquiries, new accounts created, change of address requests, changes to public records, postings of potentially negative information, and other leading indicators of identity theft; (iv) customer care and dedicated fraud resolution agent; (v) comprehensive educational resources; and (vi) extended fraud resolution. Settlement Class Members will need to enroll to receive this benefit.

These services will be made available to all Settlement Class Members who choose to enroll regardless of whether they claim Expense Reimbursement or the Alternative Cash Payment.

A unique redemption code, allowing Settlement Class Members to enroll in these services will be sent to each Settlement Class Member who submits a valid claim for such services after the Court approves the Settlement as final and after any appeals are resolved.

## HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

### **11. How do I get benefits from the Settlement?**

In order to receive Credit Monitoring or a Settlement payment, you must complete and submit a Claim Form. Claim Forms are available at **WEBSITE**, or you may request one by mail by calling 1-XXX-XXX-XXXX. Read the instructions carefully, fill out the Claim Form, and submit it online, or mail it postmarked no later than **Month Day, 2025** to: Lewis & Clark Settlement, c/o Claims Administrator, **insert address**.

### **12. How will claims be decided?**

The Claims Administrator will decide whether the information provided on the Claim Form is complete and valid. The Claims Administrator may require additional information from any claimant. If the Claims Administrator requires additional information from you and you do not provide it in a timely manner, your claim may not be paid at the Claims Administrator's discretion.

### **13. When will I get my payment?**

The Court will hold a Final Fairness Hearing at **\_\_:\_0\_.m. on Month Day, 2025** to decide whether to approve the Settlement. Even if the Court approves the Settlement, there may be appeals, and resolving them may take additional time. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient. If you have further questions regarding payment timing, you may contact the Claims Administrator by emailing **EMAIL ADDRESS**.

## REMAINING IN THE SETTLEMENT

### **14. Do I need to do anything to remain in the Settlement?**

You do not have to do anything to remain in the Settlement, but if you want receive Credit Monitoring Services or a payment from the Settlement, you must submit a Claim Form online or postmarked by **Month Day, 2025**.

If you do nothing, you will **not** receive credit monitoring services or be eligible to receive a payment. You will also give up certain legal rights.

### **15. What am I giving up as part of the Settlement?**

If the Settlement becomes final, you will give up your right to sue Lewis & Clark for the claims being resolved by this Settlement. The specific claims you are giving up against Lewis & Clark and the claims you are releasing are described in the Settlement Agreement, available at **WEBSITE**. The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions about what claims you are giving up and which parties you are releasing, you can talk to the law firms listed in Question 19 for free or you can talk to your own lawyer at your own expense.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want any benefits from this Settlement, and you want to keep the right to sue Lewis & Clark about issues in the Litigation, then you must take steps to get out of the Settlement Class. This is called excluding yourself from—or is sometimes referred to as “opting out” of—the Settlement Class.

**16. If I exclude myself, can I still get payment from the Settlement?**

No. If you exclude yourself from the Settlement, you will not be entitled to any benefits of the Settlement, but you will not be bound by any judgment in this case.

**17. If I do not exclude myself, can I sue the Lewis & Clark for the same thing later?**

No. Unless you exclude yourself from the Settlement, you give up any right to sue Defendant for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

**18. How do I get out of the Settlement?**

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from the Settlement in *Unsworth, et al., v. Lewis & Clark College*, Case No. 3:24-cv-00614-SB (D. Or.). Your letter must also include your full name, current address, and signature. You must mail your exclusion request postmarked no later than **Month \_\_, 2025** to:

Lewis & Clark Settlement  
 [insert address]

Settlement Class Members will only be able to submit an opt-out request on their own behalf; mass or class opt-outs are not permitted.

**THE LAWYERS REPRESENTING YOU**

**19. Do I have a lawyer in this case?**

Yes. The Court appointed the following attorneys as “Class Counsel” to represent the Settlement Class:

| <b><u>CLASS COUNSEL</u></b>  |  |  |
|--|--|--|
| Kaleigh N. Boyd<br><b>TOUSLEY BRAIN<br/>                     STEPHENS PLLC</b><br>1200 Fifth Avenue, Suite 1700<br>Seattle, WA 98101<br>T: (206) 682-5600<br>kboyd@tousley.com | Nickolas J. Hagman<br><b>CAFFERTY CLOBES<br/>                     MERIWETHER &amp; SPRENGEL, LLP</b><br>135 S. LaSalle, Suite 3210<br>Chicago, Illinois 60603<br>T: 312.782.4880<br>nhagman@caffertyclobes.com | Philip J. Krzeski<br><b>CHESTNUT CAMBRONNE PA</b><br>100 Washington Ave., Ste. 1700<br>Minneapolis, MN 55401-2138<br>T: (612) 767-3613<br>pkrzeski@chestnutcambronne.com |

You will not be charged for contacting Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

**20. How will Class Counsel be paid?**

Class Counsel will ask the Court to award attorneys’ fees, costs, and expenses in an amount not to exceed one-third (33.3%) of the Settlement Fund. Class Counsel will also seek service awards in the amount of two thousand dollars and no cents (\$2,000.00) to each of the five (5) Representative Plaintiffs.

The Court may award less than these amounts. The Court awarded amounts for attorneys' fees, costs, and expenses, as well any service awards approved by the Court for the Representative Plaintiffs will be paid by Lewis & Clark from the Settlement Fund.

## OBJECTING TO THE SETTLEMENT

### **21. How do I tell the Court that I do not like the Settlement?**

If you are a Settlement Class Member, you can object to the Settlement if you do not like or agree with the Settlement or some part of it. You can give reasons to the Court why you think the Court should not approve the Settlement. The Court will consider your views before deciding.

**Objections must include:** the name or caption of this Litigation, i.e. *Unsworth, et al., v. Lewis & Clark College*, Case No. 3:24-cv-00614-SB (D. Or.) and:

- i. the objector's full name, address, telephone number, and email address (if any);
- ii. the case name and case number;
- iii. information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of original notice of the Data Breach or a statement explaining why the objector believes he or she is a Settlement Class Member);
- iv. a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;
- v. a written statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- vi. the identity of all counsel representing the objector in connection with the objection;
- vii. a statement whether the objector and/or his or her counsel will personally appear at the Final Fairness Hearing;
- viii. a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past three (3) years; and
- ix. the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative.

To be timely, written notice of an objection in the appropriate form must be mailed with a postmark date no later than **the Objection Date** to Class Counsel and to Lewis & Clark's counsel as set forth below. Class Counsel will file the objections received with the Court with the Motion for Final Approval of the Settlement.

### **Upon respective Proposed Class Counsel via mail and e-mail at:**

#### **TOUSLEY BRAIN STEPHENS PLLC**

Kaleigh N. Boyd  
1200 Fifth Avenue, Suite 1700  
Seattle, WA 98101  
Tel: (206) 682-5600  
kboyd@tousley.com

#### **CAFFERTY CLOBES MERIWETHER & SPRENGEL, LLP**

Nickolas J. Hagman  
135 S. LaSalle, Suite 3210  
Chicago, Illinois 60603  
T: 312.782.4880 nhagman@caffertyclobes.com

**CHESTNUT CAMBRONNE PA**

Philip J. Krzeski  
100 Washington Ave., Ste. 1700  
Minneapolis, MN 55401-2138  
pkrzeski@chestnutcambronne.com

**Upon Lewis & Clark’s counsel via mail and e-mail at:**

**McDONALD HOPKINS LLC**

David W. Schelberg  
39533 Woodward Avenue, Suite 318  
Bloomfield Hills, Michigan 48304  
dschelberg@mcdonaldhopkins.com

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth herein.

**22. What is the difference between objecting to and excluding myself from the Settlement?**

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object or submit a Claim Form because the Settlement no longer affects you.

**THE COURT’S FINAL FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the hearing if you exclude yourself from the Settlement.

**23. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Fairness Hearing at **Time** on **Month Day Year**, in Courtroom  located at **Address of the Courthouse**. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel’s request for an award of attorneys’ fees not to exceed one-third (33.3%) of the Settlement Fund and reasonable costs and expenses, and service awards not to exceed \$2,000.00 for each of the Representative Plaintiffs. The Court will take into consideration any timely sent written objections and may also listen to anyone who has requested to speak at the hearing (*see* Question 21).

**24. Do I have to come to the Final Fairness Hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the Final Fairness Hearing at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

**25. May I speak at the Final Fairness Hearing?**

Yes, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must follow the instructions provided in Question 21 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

**IF YOU DO NOTHING**

**26. What happens if I do nothing?**

If you do nothing, you will not receive credit monitoring services or be eligible to receive a payment from this Settlement. If the Court approves the Settlement, and you do nothing, you will be bound by the Settlement Agreement. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Lewis & Clark or Released Persons about the issues involved in this lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

**GETTING MORE INFORMATION**

**27. Are more details about the Settlement available?**

Yes. This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at **WEBSITE**, or by writing to Claims Administrator:

Lewis & Clark Settlement  
c/o Claims Administrator  
**INSERT ADDRESS**  
**EMAIL ADDRESS**

**28. How do I get more information?**

For more information, please visit **WEBSITE** or call toll-free **1-XXX-XXX-XXXX**. You can also contact the Claims Administrator by mail or email.

*Please do not call the Court or the Clerk of the Court for additional information.*

# **EXHIBIT C**



Legal Notice**TO BE OPENED  
BY THE INTENDED  
RECIPIENT ONLY.**

*A court authorized this Notice.*

*This is not a solicitation from a  
lawyer.*

Lewis & Clark College Settlement  
c/o Claims Administrator

Insert Address

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

|   |  |           |
|---|--|-----------|
| NOTICE ID: «NOTICE ID»<br>«FIRST NAME» «LAST NAME»<br>«ADDRESS» | LEWIS & CLARK COLLEGE<br>DATA INCIDENT<br>CLAIM FORM | «Barcode» |
|---|--|-----------|

Complete this Claim Form if you wish to receive Credit Monitoring and/or an Alternative Cash Payment. If you want to submit a claim for Expense Reimbursement, visit **WEBSITE** to submit your Claim Form and supporting documentation online or to download a Claim Form to complete and return by mail.

**CREDIT MONITORING SERVICES**

Check the box below and provide your email address if you wish to receive two (2) years of credit monitoring services. Credit monitoring codes will be sent separately after the Court grants final approval of the Settlement.

Email Address: \_\_\_\_\_

**ALTERNATIVE CASH PAYMENT**

Check this box if you wish to receive a alternative cash payment in lieu of expense reimbursement. The amount of the alternative cash payment will be increased or decreased on a pro rata basis, depending upon the number of valid claims filed and the amount of funds available for these payments.

**PAYMENT SELECTION**

PayPal     Venmo     Zelle     Virtual Prepaid Card     Check

Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid card: \_\_\_\_\_

**Attestation & Signature:** I swear and affirm under penalty of perjury that the information provided in this Claim Form is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Claims Administrator before my claim is considered complete and valid.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

A proposed settlement has been reached in a lawsuit entitled *Unsworth, et al., v. Lewis & Clark College*, No.3:24-cv-00613 (D. Or.) relating to a February 2023 Data Breach during which cybercriminals potentially accessed and/or stole files that contained individuals' private information. The Defendant denies all claims alleged against it and denies all charges of wrongdoing or liability. The settlement is not an admission of wrongdoing or an indication that the Defendant has violated any laws, but rather the resolution of disputed claims.

**Am I Included?** Yes. Defendant's records indicate your information may have been involved in the Data Breach.

**The Settlement Benefits.** The Settlement provides for a Settlement Fund of \$500,000 which will include compensation for expense reimbursement, credit monitoring, and a cash payment for Settlement Class Members who submit a Valid Claim. Please visit **WEBSITE** for complete information about the Settlement Benefits.

- **Expense Reimbursement:** Up to \$5,000 for documented, unreimbursed costs that were incurred and arose from the Data Breach.
- **Credit Monitoring:** Two (2) years of credit monitoring services.
- **Alternative Cash Payment:** Alternative Cash Payment in lieu of Expense Reimbursement.

**How Do I Receive Settlement Benefits?** Settlement Class Members must submit a Claim Form online at **WEBSITE** or by mailing a completed Claim Form postmarked no later than **DEADLINE** to the Claims Administrator. If you do not submit a Claim Form, you will not receive any Settlement Benefits.

**What Are My Options?** If you **do nothing** or **submit a Claim Form**, you will not be able to sue or continue to sue the Defendant about the claims resolved by this Settlement. If you **exclude yourself**, you will not receive any Settlement Benefits, but you will keep your right to sue the Defendant in a separate lawsuit about the claims resolved by this Settlement. If you do not exclude yourself, you can **object** to the Settlement. The deadline to exclude yourself from the Settlement or to object to the Settlement is **DEADLINE**. Visit **WEBSITE** for complete details on how to exclude yourself from, or object to, the Settlement.

**The Final Fairness Hearing.** The Court will hold a Final Fairness Hearing at **TIME**, on **DATE**, in Courtroom **XX** located at **INSERT COURT ADDRESS**. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's request for an

award of attorneys' fees, costs, and expenses in an amount not to exceed one third of the Settlement Fund (, and service awards in the amount of \$2,500.00 for each of the five (5) Class Representatives. If there are objections, the Court will consider them.

**This Notice is only a Summary.** For additional information, please visit **WEBSITE** or call toll-free 1-**XXX-XXX-XXXX**. You may also write to the Claims Administrator at **EMAIL ADDRESS** or by mail to: Lewis & Clark College Data Incident, **\_\_\_\_\_**.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lewis & Clark College Data Incident  
c/o Claims Administrator  
**Insert Address**

# **EXHIBIT B**



# Cafferty Clobes Meriwether & Sprengel LLP



*Successful Solutions for Complex Litigation*



## Firm Overview

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Cafferty Clobes Meriwether & Sprengel LLP combines the talents of attorneys with a wide range of experience in complex civil litigation. The skill and experience of CCMS attorneys has been recognized on repeated occasions by courts that have appointed these attorneys to major positions in complex multidistrict or consolidated litigation. As the representative sampling of cases listed below demonstrates, these attorneys have taken a leading role in numerous important actions on behalf of investors, employees, consumers, businesses and others. In addition, CCMS attorneys are currently involved in a number of pending class actions, as described on the Firm's web page.

## Data Breach Class Actions

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- ***Hough v. Navistar, Inc., No. 20-cv-00063 (D. Colo.)***  
CCMS served as co-lead counsel in action arising out of a data breach of Navistar's computer systems that resulted in a settlement that provided \$1.25 million to affected current and former employees, as well as significant non-monetary compensation.
- ***Rentschler et al. v. Atlantic General Hospital (D. Md.)***  
CCMS appointed co-lead in class action arising out of a data breach at the Atlantic General Hospital which compromised private information belonging to 136,981 individuals. CCMS and co-lead counsel successfully negotiated a settlement that provided \$2.25 million in monetary compensation for damages, identity theft protection services, and defendant's promise to implement cybersecurity changes.
- ***In re Kannact, Inc. Data Security Incident (D. Or.)***  
CCMS appointed co-lead in class action arising out of a data breach incident at Kannact, Inc. which compromised private information belonging to 109,210 individuals. CCMS and co-lead successfully negotiated a \$700,000 settlement that provided monetary compensation to victims, identity theft protection services, and guarantees of cybersecurity changes at Kannact.





- ***Mikulecky et al. v. Lutheran Social Services (Cir. Ct. Cook Cty., IL)***  
CCMS worked as plaintiffs' counsel in class action arising from a data breach at Lutheran Social Services of Illinois, involving 184,183 victims, that was resolved through a \$1.35 million settlement that provided monetary compensation to victims.
- ***Cornell v. Michigan Avenue Immediate Care (N.D. Ill.)***  
CCMS served as plaintiffs' counsel in class action arising out of a data breach incident at Michigan Avenue Immediate Care, which involved 144,104 victims, and successfully negotiated a settlement that provided \$850,000 in compensation to the victims.
- ***Sherma et al. v. Accutech Systems Corp. (Cir. Ct. Delaware Cty., IN)***  
CCMS appointed co-lead counsel in class action arising out of a data breach incident at Accutech in which the private information of 106,078 individuals was exposed. CCMS and co-lead successfully negotiated a settlement through which Accutech agreed to compensate victims for up to \$5,000 in losses resulting from the data breach and provide credit monitoring and identity theft services alongside implementing more robust cybersecurity measures.
- ***Woods et al. v. Albany ENT & Allergy Servs. (Sup. Ct. Albany Cty, N.Y.)***  
CCMS appointed co-lead counsel in action arising out of breach of Albany ENT's computer systems in which the private information of 224,486 individuals was exposed. CCMS and co-lead successfully negotiated a settlement through which Albany ENT agreed to compensate victims for up to \$7,500 in losses resulting from the data breach and provide credit monitoring and identity theft services alongside instituting more stringent cybersecurity measures.
- ***In re California Pizza Kitchen Data Breach (C.D. Cal.)***  
CCMS appointed co-lead counsel in action arising out of cybersecurity incident at the California Pizza Kitchen in which the private information of 103,767 individuals was exposed. CCMS and co-lead successfully negotiated a settlement through which California Pizza Kitchen agreed to compensate victims for up to \$5,000 in losses resulting from the data breach and provide credit monitoring and identity theft services as well as implementing major improvements to its cybersecurity measures.



- ***Smith et al v. Hawaii Federal Credit Union (1st Cir. Ct., HI)***  
CCMS appointed co-lead counsel in action arising out of cybersecurity incident at the Hawaii Federal Credit Union in which the private information of 21,411 individuals was exposed. CCMS and co-lead successfully negotiated a settlement through which the Hawaii Federal Credit Union agreed to compensate victims for up to \$4,000 in losses resulting from the data breach and provide credit monitoring and identity theft services.
- ***Spencer et al v. Aloha Nursing Rehab Centre (1st Cir. Ct., HI)***  
CCMS appointed co-lead counsel in action arising out of cybersecurity incident at the Aloha Nursing Rehab Center in which the private information of 20,599 individuals was exposed. CCMS and co-lead successfully negotiated a settlement through which Defendant agreed to compensate victims for up to \$2,000 in losses resulting from the data breach and provide credit monitoring and identity theft services.
- ***Gates v. Western Washington Medical Group (Dist. Ct. Snohomish Cty., WA)***  
CCMS appointed co-lead in class action arising out of data breach at the Western Washington Medical Group.
- ***Wilkins et al v. Mulkey Cardiology Consults. (Sup. Ct. Bergen Cty., NJ)***  
CCMS appointed co-lead in class action arising out of data breach at Mulkey Cardiology Consultants.
- ***In Re Francesca's Acquisition LLC Data Security Breach Litigation (S.D. Tex.)***  
CCMS appointed co-lead in class action arising out of data breach incident at Francesca's Acquisition LLC.
- ***Martemucci et al v. Peachtree Orthopaedic Clinic (Sup. Ct. Forsyth Cty., GA)***  
CCMS appointed co-lead in class action arising out of data breach incident at the Peachtree Orthopaedic Clinic.
- ***In re Movelt Customer Data Security Breach Litigation (MDL 3083) (D. Mass.)***  
CCMS representing plaintiffs in the *Movelt* MDL, which has been described as the largest data breach in history.



- ***Israel v. Medical Management Resource Group (D. Ariz.)***  
CCMS representing plaintiff in class action arising from data breach incident at the Medical Management Resource Group.
- ***Bracy et al v. Americold Logistics, LLC (D. Georgia)***  
CCMS representing plaintiff in class action arising from data breach incident at Americold Logistics, LLC.
- ***Clauson et al v. Arrowhead Regional Computing Consortium (D. Minn.)***  
CCMS representing plaintiff in class action arising from data breach incident at the Arrowhead Regional Computing Consortium.
- ***Quaife et al v. Brady, Martz, & Associates, P.C. (D. N.D.)***  
CCMS representing plaintiff in class action arising from data breach incident at Brady, Martz, and Associates.
- ***Stroup et al v. Cardiovascular Consultants (Sup. Ct. Maricopa Cty., AZ)***  
CCMS representing plaintiffs in class action arising from data breach incident at the Cardiovascular Consultants.
- ***Cahill et al v. Memorial Heart Institute, LLC (E.D. Tenn.)***  
CCMS representing plaintiff in class action arising from data breach incident at the Memorial Heart Institute.
- ***In re: Clarke County Hospital (Dist. Ct. Clarke Cty., IA)***  
CCMS representing plaintiffs in class action arising from data breach incident at the Clarke County Hospital.
- ***Francis v. Continuum Health Alliance (D. N.J.)***  
CCMS representing plaintiff in class action arising from data breach incident at Continuum Health Alliance.
- ***Cortrecht v. DePauw University (Cir. Ct. Putnam Cty., IN)***  
CCMS representing plaintiffs in class action arising from data breach incident at DePauw University.
- ***Rogers et al v. Des Moines Orthopaedic Surgeons (Dist. Ct. Dallas Cty., IA)***  
CCMS representing plaintiff in class action arising from data breach incident at the Des Moines Orthopaedic Surgeons.



- ***Powers et al. Eastern Radiologists, Inc. (E.D.N.C.)***  
CCMS representing plaintiff in class action arising from data breach incident at Eastern Radiologists.
- ***In re Emmanuel College Data Security Incident (D. Mass.)***  
CCMS representing plaintiff in class action arising from data breach incident at Emmanuel College.
- ***Martinez v. Earnest Health, Inc. (N.D. Tex.)***  
CCMS representing plaintiff in class action arising from data breach incident at Earnest Health.
- ***Jenich et al v. Group Health Cooperative of South Central Wisconsin (W.D. Wis.)***  
CCMS representing plaintiffs in class action arising from data breach incident at the Group Health Cooperative of South Central Wisconsin.
- ***Hood v. Educational Computer Systems, Inc. (W.D. Penn.)***  
CCMS representing plaintiff in class action arising from data breach incident at the Educational Computer Systems, Inc.
- ***Matney v. Kansas Joint & Spine Specialists (D. Kan.)***  
CCMS representing plaintiff in class action arising from data breach incident at Kansas Joint & Spine Specialists.
- ***In re Keenan & Associates Data Breach (C.D. Cal.)***  
CCMS representing plaintiff in class action arising from data breach incident at Keenan & Associates.
- ***Unsworth v. Lewis and Clark College (D. Or.)***  
CCMS representing plaintiff in class action arising from data breach incident at Lewis & Clark College.
- ***In re McPherson Hospital Data Security Litigation (Dist. Ct. McPherson Cty., KS)***  
CCMS representing plaintiffs in class action arising from data breach incident at the McPherson Hospital.



- ***In re Purfoods, Inc. Data Security Litigation (S.D. Iowa)***  
CCMS representing plaintiffs in class action arising from data breach incident at Purfoods/Mom's Meals.
- ***In re Morrison Community Hospital Data Breach (Cir. Ct. Whiteside Cty., IL)***  
CCMS representing plaintiffs in class action arising from data breach incident at the Morrison Community Hospital.
- ***In re Mount Desert Island Hospital Data Security Incident Litigation (Cumberland Cty. Sta. Ct., ME)***  
CCMS representing plaintiff in class action arising from data breach incident at the Mount Desert Island Hospital.
- ***Oche v. National Math and Science Initiative (Sup. Ct. Kings Cty., NY)***  
CCMS representing plaintiff in class action arising from data breach incident at the National Math and Science Center.
- ***Corbett v. Northeast Orthopedics and Sports Medicine (Sup. Ct. Rockland Cty., NY)***  
CCMS representing plaintiffs in class action arising from data breach incident at Northeast Orthopedics and Sports Medicine.
- ***Salerno v. OrthoConnecticut (Sup. Ct. Fairfield Dist., CT)***  
CCMS representing plaintiff in class action arising from data breach incident at OrthoConnecticut.
- ***Fields v. Otolaryngology Associates (Cir. Ct. Hamilton Cty., IN)***  
CCMS representing plaintiff in class action arising from data breach incident at Otolaryngology Associates.
- ***Hardy v. Pacific Guardian Life Insurance Co. (D. Haw.)***  
CCMS representing plaintiff in class action arising from data breach incident at the Pacific Guardian Life Insurance Company.
- ***Henderson et al v. Reventics et al (D. Colo.)***  
CCMS representing plaintiff in class action arising from data breach incident at Reventics.



## Consumer Class Actions

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- ***Nielsen v. Walt Disney Parks and Resorts, Inc.*, No. 21-cv-2055 (C.D. Cal.)**  
CCMS served appointed as co-lead Class Counsel in an action brought on behalf of consumers who purchased certain annual passes for Disney's California theme parks, but were not able to use the passes as advertised. The efforts of the firm and co-lead counsel resulted in a \$9.5 million settlement to reimburse individuals who purchased the passes.
- ***Skeen v. BMW of N. Amer., LLC*, No. 13-cv-1531 (D.N.J.)**  
CCMS served as co-lead counsel in an action brought on behalf of owners of certain MINI Cooper vehicles that contained a latent defect in the engine that caused premature failure. Following discovery and mediation, the parties reached a settlement on behalf of vehicle owners nationwide. The efforts of the firm and co-lead counsel resulted in a settlement to significantly extend warranties, and reimburse vehicle owners for tens of millions of dollars in out-of-pocket expenses for repair and/or replacement.
- ***Ponzo v. Watts Regulator Company*, No. 1:14-cv-14080 (D. Mass.);  
*Klug v. Watts Regulator Company*, No. 15-cv-00061 (D. Neb.)**  
These consumer class cases, first brought by CCMS (D. Mass.) addressed defective water heater and "Floodsafe" branded connectors. Plaintiffs alleged that the water heater connectors were made of a material that would break down during regular use, causing leaks and ruptures that flooded class members' homes. The efforts of the firm and its co-lead counsel resulted in a settlement that provides \$14 million to affected homeowners.
- ***Barrett v. Apple Inc., et al.*, No. 5:20-cv-04812 (N.D. Cal.)**  
CCMS investigated, originated and filed the first consumer class action seeking a remedy for consumers who were tricked by scammers into purchasing Apple gift cards. The firm and its co-lead counsel resulted in a \$35 million settlement for victims of these scams.
- ***Bromley v. SXSW LLC*, No. 20-cv-439 (W.D. Tex.)**  
CCMS served as co-lead counsel, and secured an uncapped settlement entitling class members to refunds in connection with a canceled festival.
- ***Traxler v. PPG Industries, Inc.*, No. 15-cv-00912 (N.D. Ohio)**



CCMS served as lead counsel in this action challenging defective deck resurfacing products, that peeled, cracked, and damaged the surfaces to which they were applied. The parties reached a settlement on behalf of a nationwide class that provides \$6.5 million to homeowners.

- ***In re Apple iPhone/iPod Warranty Litig., No. 3:10-cv-01610 (N.D. Cal.)***  
Challenging Apple's policy of denying warranty claims based on liquid contact indicators located in headphone jacks and dock connector ports of iPhones and iPod touches. Similar class actions were subsequently filed in federal courts on behalf of Apple consumers. CCMS helped negotiate and achieve a \$53 million settlement of the state and federal cases.
- ***In re Volkswagen "Clean Diesel" Marketing, Sales Practices and Prod. Liability Litig., MDL No. 2672 (N.D. Cal.)***  
CCMS worked closely with lead counsel and other class counsel in this class case challenging unlawful actions by the manufacturer defendants to mask the actual diesel emission levels in various vehicle makes and models. Judge Breyer approved a class settlement with defendants worth billions of dollars.
- ***In re Takata Airbag Prod. Liability Litig., MDL No. 2599 (S.D. Fla.)***  
CCMS represents six named Class Plaintiffs and has been and continues to work closely with lead counsel on this multi-billion dollar case involving defective airbags installed in tens of millions of affected vehicles manufactured by most major manufacturers. Class settlements with Honda and BMW providing class members with hundreds of millions of dollars and substantial programmatic relief have been finally approved and are the subject of pending appeals.
- ***In re General Motors Corp. Air Conditioning Marketing and Sales Practices Litig., MDL No. 2818 (E.D. Mich.)***  
CCMS filed the first class action seeking relief on behalf of owners of GM vehicles suffering from a defect in the air conditioning system results in total system failure, necessitating significant repairs. On April 11, 2018, the Court appointed CCMS co-lead counsel.
- ***Squires et al., v. Toyota Motor Corp., et al., No. 18-cv-00138 (E.D. Tex.)***  
CCMS investigated, originated and filed the first and only consumer class action brought on behalf of owners of multi-model year Toyota Prius





vehicles that suffer from a defect that causes windshields to crack and fail in ordinary and foreseeable driving conditions.

- ***Gonzalez, et al., v. Mazda Motor Corp., et al., No. 16-cv-2087 (N.D. Cal.)***  
CCMS is lead counsel in a consumer class action brought on behalf of owners of Model Year 2010-15 Mazda3 vehicles with defective clutch assemblies that cause them to prematurely fail. Plaintiffs allege that Defendants have breached express and implied warranties, and have violated the consumer protection statutes of various states.
- ***Albright v. The Sherwin-Williams Co., No. 17-cv-02513 (N.D. Ohio)***  
CCMS is serving as Co-Lead Counsel in this class action concerning deck resurfacing products sold under the Duckback and SuperDeck brand names. Plaintiffs allege defendants have breached express and implied warranties, and violated the consumer protection statutes of various states.
- ***Anderson v. Behr Process Corp., No. 1:17-cv-08735 (N.D. Ill.)***  
CCMS is serving as Co-Lead Counsel in this class action brought on behalf of purchasers of various deck coating products from 2012 through the present. After months of mediation and negotiations, and successfully opposing efforts by other plaintiffs and firms to have the JPML centralize pending cases, the parties have agreed to a proposed Class settlement which will provide substantial valuable monetary relief to Class members to refund the cost of product purchased as well as compensate them for damage to their decks and the costs of restoring and repairing the same.
- ***Bergman v. DAP Products, Inc., No. 14-cv-03205 (D. Md.)***  
CCMS served as lead counsel in this class action on behalf of consumers who purchased various models of “XHose” garden hoses, which were flexible outdoor hoses that were predisposed to leaking, bursting, seeping, and dripping due to design defects. The court approved a nationwide settlement providing hundreds of thousands of consumer class members with the opportunity to recover a substantial portion of their damages.
- ***In re Midway Moving & Storage, Inc.’s Charges to Residential Customers, No. 03 CH 16091 (Cir. Ct. Cook Cty., Ill.)***  
A class action on behalf of customers of Illinois’ largest moving company. A litigation class was certified and upheld on appeal. *Ramirez v. Midway Moving and Storage, Inc.*, 880 N.E.2d 653 (Ill. App. 2007). The case settled on a class-wide basis. The court stated that CCMS is “highly experienced



in complex and class action litigation, vigorously prosecuted the Class' claims, and achieved an excellent Settlement for the Class under which Class members will receive 100% of their alleged damages.”

- ***Walter Cwietniewicz d/b/a Ellis Pharmacy, et al. v. Aetna U.S. Healthcare, June Term, 1998, No. 423 (Pa. Common Pleas)***

On May 25, 2006, the court granted final approval to a settlement of a class action brought on behalf of pharmacies that participated in U.S. Healthcare's capitation program seeking to recover certain required semi-annual payments. At the final approval hearing, the court found that “this particular case was as hard-fought as any that I have participated in” and with respect to the Class's reaction to the settlement achieved as a result of our firm's work: “. . . a good job, and the reason there should be no objection, they should be very very happy with what you have done.”

- ***Davitt v. American Honda Motor Co., Inc., No. 13-cv-381 (D.N.J.)***

CCMS served as plaintiffs' counsel in a class action on behalf of owners of 2007-09 Honda CRV vehicles that suffered from a defect that predisposed the door-locking mechanisms to premature failure. Following extensive dismissal briefing, discovery and mediation, the parties reached a global settlement that provided class members with extended warranty coverage and reimbursement of out-of-pocket expenses.

- ***Sabol v. Ford Motor Company, No. 2:14-cv-06654 (E.D. Pa.)***

CCMS served as Lead Counsel in this class case on behalf of owners of various model 2010-2015 Ford, Volvo and Land Rover vehicles allegedly including a defect in certain Ecoboost engines. Defendant claimed it addressed and repaired the problem through a series of recalls and repairs. After briefing summary judgment and class certification, and several years of hard fought litigation, including substantial discovery, the parties entered into a settlement providing substantial monetary and other relief.

- ***Lax v. Toyota Motor Corp., No. 14-cv-1490 (N.D. Cal.)***

CCMS served as class counsel in an action brought on behalf of owners of certain Toyota-brand vehicles that contained a defect that caused vehicles to consume oil at accelerated rates, often resulting in catastrophic engine failure. Following extensive discovery and mediation, the parties reached a private settlement following Toyota's implementation of an extended warranty and reimbursement program for affected vehicles. ECF No. 82.



# Antitrust Class Actions and Commodities Litigation

- ***In re Cattle Antitrust Litig., No. 19-cv-01222 (D. Minn.)***  
CCMS is serving as Co-Lead counsel on behalf of a proposed class of cattle ranchers and industry trade groups alleging that some of the country's largest meatpacking companies, including Tyson, Cargill, JBS, and National Beef, have colluded to suppress the prices paid for cattle used in beef production. As discussed in a recent National Law Journal article, a successful outcome in this matter would ensure that cattle ranchers are paid what they deserve for their labor in raising live-fed cattle and bringing them to market.
- ***In re Deutsche Bank Spoofing Litig., No. 20-cv-03638 (N.D. Ill.)***  
CCMS serves as interim co-lead counsel in this case involving alleged manipulation through spoofing of Treasury and Eurodollar Futures.
- ***In re Libor-Based Financial Instruments, No. 11-md-2262 (S.D.N.Y)***  
CCMS serves as class counsel for exchange trader plaintiffs in claims involving manipulation in violation of the Commodity Exchange Act against many of the world's largest financial institutions.
- ***Hershey/Kohen v. Pacific Investment Management Co. LLC, No. 05 C 4681 (N.D. Ill.)***  
As liaison and class counsel in action arising from PIMCO's manipulation of 10-year treasury notes futures traded on the Chicago Board of Trade, CCMS helped secure a \$118 million settlement for the class.
- ***In re Crude Oil Commodity Futures Litig., No. 11-cv-03600 (S.D.N.Y.)***  
As class counsel in action arising from manipulation of NYMEX West Texas Intermediate grade crude oil futures contracts, CCMS expended significant resources assisting the class with investigation and discovery. The collective efforts resulted in a \$16.5 million settlement for the class.
- ***In re Foreign Exchange Benchmark Rates Antitrust Litig., 13-cv-7789 (S.D.N.Y.)***  
As class counsel in this action arising from manipulation of foreign exchange rates by international banks and others, CCMS has devoted significant resources toward investigation, discovery, and allocation of more than \$2 billion in settlements for the class.



- ***In re Sumitomo Copper Litig.*, 96 Civ. 4584(MP) (S.D.N.Y.)**  
As class counsel in action arising out of manipulation of the world copper market, CCMS helped achieve settlements aggregating \$134.6 million. In awarding attorneys' fees, Judge Milton Pollack noted that it was "the largest class action recovery in the 75 plus year history of the Commodity Exchange Act." 74 F. Supp. 2d 393 (S.D.N.Y. Nov. 15, 1999).
- ***In re Soybean Futures Litig.*, No. 89 C 7009 (N.D. Ill.)**  
As class counsel in this action against Ferruzzi Finanziaria SpA and related companies for unlawfully manipulating the soybean futures market, CCMS helped recover a \$21.5 million settlement.
- ***Lawrence E. Jaffe Pension Plan v. Household International, Inc.*, No. 1:02-cv-05893 (N.D. Ill.)**  
Securities fraud class action. CCMS served as local counsel and helped recover a settlement of approximately \$1.6 billion.
- ***In re Kaiser Group International*, Case No. 00-2263 (Bankr. D. Del.)**  
On December 7, 2005, Chief Judge Mary F. Walrath of the United States Bankruptcy Court for the District of Delaware granted final approval to a settlement that produced 175,000 shares of common stock for a class of former shareholders of ICT Spectrum Constructors, Inc. (a company that merged with ICF Kaiser Group International and ICF Kaiser Advanced Technology in 1998). The settlement followed Judge Joseph J. Farnan's ruling which upheld the Bankruptcy Court's decision to award common stock of the new Kaiser entity (Kaiser Group Holdings, Inc.) to the Class of former Spectrum shareholders based on contractual provisions within the merger agreement. See *Kaiser Group International, Inc. v. James D. Pippin (In re Kaiser Group International)*, 326 B.R. 265 (D. Del. 2005).
- ***Danis v. USN Communications, Inc.*, No. 98 C 7482 (N.D. Ill.)**  
Securities fraud class action arising out of the collapse and eventual bankruptcy of USN Communications, Inc. On May 7, 2001, the court approved a \$44.7 million settlement with certain control persons and underwriters. Reported decisions: 73 F. Supp. 2d 923 (N.D. Ill. 1999); 189 F.R.D. 391 (N.D. Ill. 1999); 121 F. Supp. 2d 1183 (N.D. Ill. 2000).
- ***In re Insurance Brokerage Antitrust Litig.*, MDL No. 1663 (D.N.J.)**  
CCMS served as Co-Lead Counsel for plaintiffs in this class case alleging that insurance brokers and insurers conspired to allocate customers in a complicated scheme to maximize their own revenues at the expense of class members. The litigation concluded in 2013 with final approval of the last of five separate settlements that, in total, exceeded \$270 million. Judge



Cecchi observed that “Class counsel include notably skilled attorneys with experience in antitrust, class actions and RICO litigation.” *In re Insurance Brokerage Antitrust Litig.*, 297 F.R.D. 136, 153 (D.N.J 2013); see also *In re Insurance Brokerage Antitrust Litig.*, MDL No. 1663, 2007 WL 1652303, at \*6 (D.N.J. June 5, 2007).

- ***VisaCheck/MasterMoney Antitrust Litig., Master File No. 96-5238 (E.D.N.Y.)***

CCMS’s client, Burlington Coat Factory Warehouse, and the other plaintiffs, alleged that Visa and MasterCard violated the antitrust laws by forcing retailers to accept all of their branded cards as a condition of acceptance of their credit cards. The parties entered into settlement agreements that collectively provided for the payment of over \$3.3 billion, plus widespread reforms and injunctive relief.

- ***In Re VisaCheck/MasterMoney Antitrust Litig., Master File No. 96-5238 (E.D.N.Y.)***

CCMS’s client, Burlington Coat Factory Warehouse, and the other plaintiffs, alleged that Visa and MasterCard violated the antitrust laws by forcing retailers to accept all of their branded cards as a condition of acceptance of their credit cards. The parties entered into settlement agreements that collectively provided for the payment of over \$3.3 billion, plus widespread reforms and injunctive relief.

- ***In re National Collegiate Athletic Association Athletic Grant-in-Aid Cap Antitrust Litig., No. 4:14-md-02541 (N.D. Cal.)***

CCMS represented a former Division 1 college basketball player in this antitrust litigation challenging the cap imposed by the NCAA on grant-in-aid packages. The efforts of the firm and its co-counsel resulted in certification of an injunctive class and a settlement of \$209 million.

- ***Kamakahi v. American Society for Reproductive Medicine, No. 3:11-cv-01781 (N.D. Cal.)***

CCMS served as Co-Lead Counsel in a cutting edge antitrust case challenging the legality of ethical guidelines promulgated by two professional associations that limited the compensation members were permitted to pay to women providing donor services for in-vitro fertilization. Without the benefit of a parallel government case or investigation, CCMS achieved a groundbreaking settlement that required defendants to eliminate



the compensation caps and to refrain from imposing similar caps in the future.

- ***In re New Motor Vehicles Canadian Export Antitrust Litig.*, MDL No. 1532 (D. Me.)**

CCMS served as Class Counsel in multidistrict litigation alleging that automobile manufacturers and other parties conspired to prevent lower priced new motor vehicles from entering the American market thereby artificially inflating prices. The court approved a \$37 million settlement with Toyota and the Canadian Automobile Dealers' Association.

- ***In re TriCor Indirect Purchaser Antitrust Litig.*, No. 05-360 (D. Del)**

CCMS served as Lead Counsel for consumer and third-party payor plaintiffs who alleged that defendants engaged in unlawful monopolization in the market for fenofibrate products, which are used to treat high cholesterol and high triglyceride levels. The court approved to a \$65.7 million settlement (an amount that excludes an initial payment to opt-out insurance companies).

- ***In re Prandin Direct Purchaser Antitrust Litig.*, Civ. No. 10-12141 (E.D. Mich.)**

CCMS served as Co-Lead counsel for a plaintiff class of direct purchasers of the prescription drug repaglinide, which is manufactured and marketed by Novo Nordisk under the brand-name Prandin. Plaintiffs alleged that Novo Nordisk blocked FDA approval of generic versions of the drug by wrongfully manipulating the language of the "use code" filed with the FDA in connection with a method of use patent. The court approved a \$19 million settlement.

- ***In Re Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litigation*, MDL No. 2819 (E.D.N.Y)**

CCMS is a member of the Executive Committee representing a putative class of indirect purchasers of Restasis, an eye-drop used to treat dry-eye syndrome, and allege that Defendant Allergan engaged in various anticompetitive activities to illegally prolong the life of its patents over Restasis, and to otherwise forestall the entry of generic competition into the cyclosporine market.





- ***In re Disposable Contact Lens Antitrust Litigation*, MDL No. 2626 (M.D. Fla.)**  
CCMS served on the Defendant Discovery Committee, which was tasked with overseeing all aspects of discovery pertaining to Defendants, who are alleged to have conspired to implement retail price maintenance agreements intended to inflate the prices of disposable contact lenses to supracompetitive levels. The district court certified several horizontal and vertical nationwide antitrust classes, and settlements recovering \$118 million for consumers have been reached.
- ***In re Automotive Parts Antitrust Litig.*, MDL No. 2311 (E.D. Mich.)**  
CCMS has served as a member of Plaintiffs' Executive Committee representing the end-payor class in one of the largest civil antitrust actions in US history. As a member of the Executive Committee, CCMS has played an important role in this groundbreaking litigation in which plaintiffs have recovered over \$1 billion on behalf of end-payor consumers and businesses who allege they purchased or leased new automobiles at prices that were artificially inflated as a result of automotive component manufacturers' anticompetitive conduct.
- ***Nichols v. SmithKline Beecham Corp.*, No. Civ.A.00-6222 (E.D. Pa.)**  
CCMS served as Co-Lead Counsel for consumers and third-party payors who alleged that the manufacturer of the brand-name antidepressant Paxil misled the U.S. Patent Office into issuing patents that protected Paxil from competition from generic substitutes. The court approved a \$65 million class action settlement for the benefit of consumers and third-party payors who paid for Paxil.
- ***In re Relafen Antitrust Litig.* No. 01-12239 (D. Mass.)**  
The court approved a \$75 million class action settlement for the benefit of consumers and third-party payors who paid for branded and generic versions of the arthritis medication Relafen. In certifying an exemplar class of end-payors, the court singled out our Firm as experienced and vigorous advocates. *See In re Relafen Antitrust Litig.*, 221 F.R.D. 260, 273 (D. Mass. 2004). In the opinion granting final approval to the settlement, the court commented that "Class counsel here exceeded my expectations in these respects [*i.e.*, experience, competence, and vigor] in every way." *In re Relafen Antitrust Litig.*, 231 F.R.D. 52, 85 (D. Mass. 2005); *see also id.* at 80 ("The Court has consistently noted the exceptional efforts of class counsel.").





- ***In re Warfarin Sodium Antitrust Litig., MDL 98-1232 (D. Del.)***  
Multidistrict class action on behalf of purchasers of Coumadin, the brand-name warfarin sodium manufactured and marketed by DuPont Pharmaceutical Company. Plaintiffs alleged that the defendant engaged in anticompetitive conduct that wrongfully suppressed competition from generic warfarin sodium. The Court approved a \$44.5 million settlement.
- ***In re Cardizem CD Antitrust Litig., MDL No. 1278 (E.D. Mich.)***  
Multidistrict class action on behalf of purchasers of Cardizem CD, a brand-name heart medication. Plaintiffs alleged that an agreement between the brand manufacturer and a generic manufacturer unlawfully stalled generic competition. The court approved an \$80 million settlement for the benefit of consumers, third-party payors and state attorneys general.
- ***In re Synthroid Marketing Litig., MDL No. 1182 (N.D. Ill.)***  
This multidistrict action arose out of alleged unlawful activities with respect to the marketing of Synthroid, a levothyroxine product used to treat thyroid disorders. The court approved a consumer settlement in the amount of \$87.4 million.



## Individual Biographies

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### PARTNERS



**PATRICK E. CAFFERTY** graduated from the University of Michigan, with distinction, in 1980 and obtained his J.D., *cum laude*, from Michigan State University College of Law in 1983. From 1983 to 1985, he served as a prehearing attorney at the Michigan Court of Appeals and as a Clerk to Judge Glenn S. Allen, Jr. of that Court. Mr. Cafferty is an experienced litigator in matters involving antitrust, securities, commodities, and the pharmaceutical industry. In 2002, Mr. Cafferty was a speaker at a forum in Washington

D.C. sponsored by Families USA and Blue Cross/Blue Shield styled “Making the Drug Industry Play Fair.” At the Health Action 2003 Conference in Washington D.C., Mr. Cafferty was a presenter at a workshop titled “Consumers’ Access to Generic Drugs: How Brand Manufacturers Can Derail Generic Drugs and How to Make Them Stay on Track.” In 2010, Mr. Cafferty made a presentation on indirect purchaser class actions at the American Antitrust Institute’s annual antitrust enforcement conference. See *Indirect Class Action Settlements* (Am. Antitrust Inst., Working Paper No. 10-03, 2010). Mr. Cafferty is admitted to the state bars of Michigan and Illinois, and holds several federal district and appellate court admissions. Mr. Cafferty has attained the highest rating, AV®, from Martindale-Hubbell and is a top rated SuperLawyer®.



**BRYAN L. CLOBES** is a 1988 graduate of the Villanova University School of Law and received his undergraduate degree from the University of Maryland. Mr. Clobes clerked for Judge Arlin M. Adams of the United States Court of Appeals for the Third Circuit, Judge Mitchell H. Cohen of the United States District Court for the District of New Jersey, and Judge Joseph Kaplan of the Maryland Circuit Court in Baltimore. From 1989 through June, 1992, Mr. Clobes served as

Trial Counsel to the Commodity Futures Trading Commission in Washington, D.C. Mr. Clobes has served as lead counsel in many of the firm’s class cases covering all areas of the firm’s practice, and is widely recognized as an expert in class action litigation. Mr. Clobes has authored briefs filed with the Supreme Court in



a number of class cases, served as a panelist for class action, consumer and antitrust CLE programs, has sustained and maintained the highest rating, AV®, from Martindale-Hubbell, and has been named a “Super Lawyer” for the past twelve years. Mr. Clobes is admitted to the bar in New Jersey and Pennsylvania, and admitted to practice in several federal district and appellate court admissions.



**DANIEL O. HERRERA** received his law degree, *magna cum laude*, and his MBA, with a concentration in finance, from the University of Illinois at Urbana-Champaign in 2008. Mr. Herrera received his bachelor’s degree in economics from Northwestern University in 2004. Mr. Herrera joined CCMS as an associate in 2011 and is resident in its Chicago, Illinois Office. Since joining CCMS, Mr. Herrera has successfully prosecuted a wide range of antitrust, consumer and commodities class action. Prior to joining CCMS, Mr. Herrera was an associate in the trial practice of Mayer Brown LLP, a Chicago-based national law firm, where he defended corporations in securities and antitrust class actions, as well as SEC and DOJ investigations and enforcement actions. Mr. Herrera also routinely handled commercial matters on behalf of corporate clients. Mr. Herrera is licensed to practice in Illinois and holds several federal district and appellate court admissions.



**ELLEN MERIWETHER** received her law degree from George Washington University, *magna cum laude*, in 1985. She was a member of the *George Washington Law Review* and was elected to the Order of the Coif. Ms. Meriwether received a B.A. degree, *with highest honors*, from LaSalle University in 1981. Ms. Meriwether is on the Board of Directors of the American Antitrust Institute (AAI), is Editorial Board Co-Chair of ANTITRUST, a publication by the section of Antitrust Law of the American Bar Association and serves as Vice-Chair of the Board of Directors of the Public Interest Law Center, in Philadelphia. Since 2010, Ms. Meriwether has been included in the US News and World Report Publication of “Best Lawyers in America” in the field of Antitrust. She has been named a “Pennsylvania Super Lawyer” since 2005 and has attained the highest rating, “AV”, from Martindale-Hubbell. She is a frequent presenter on topics relating to complex, class action and antitrust litigation and has published a number of articles on subjects relating to class actions and antitrust litigation,



including, among others: “The Fiftieth Anniversary of Rule 23: Are Class Actions on the Precipice?,” *Antitrust*, (Vol. 30, No. 2, Spring 2016); “Motorola Mobility and the FTAIA: If Not Here, Then Where?,” *Antitrust*, Vo. 29, No.2 Spring 2015); “*Comcast Corp. v. Behrend*: Game Changing or Business as Usual?,” *Antitrust*, (Vol. 27, No. 3, Summer 2013). Links to these articles and others authored by Ms. Meriwether can be found on the firm’s website. Ms. Meriwether is admitted to the bar of Supreme Court of Pennsylvania and is admitted in a number of federal district court and appellate court jurisdictions.



**NYRAN ROSE RASCHE** received her undergraduate degree *cum laude* from Illinois Wesleyan University in 1995, was awarded a graduate teaching fellowship for law school, and earned her law degree from the University of Oregon School of Law in 1999. Following law school, Ms. Rasche served as a law clerk to the Honorable George A. Van Hoomissen of the Oregon Supreme Court. She is the author of *Protecting Agricultural Lands: An Assessment of the Exclusive Farm Use Zone System*, 77 Oregon Law

Review 993 (1998) and *Market Allocation through Contingent Commission Agreements: Strategy and Results in In re Insurance Brokerage Antitrust Litigation* (with Ellen Meriwether), *The Exchange: Insurance and Financial Services Developments* (Spring 2015). Since joining CCMS, Ms. Rasche has successfully prosecuted a wide range of antitrust, consumer class, securities and commodities class actions. Ms. Rasche has been admitted to practice in the state courts of Oregon and Illinois, as well as the United States District Courts for the Northern District of Illinois, the Southern District of Illinois, and the District of Colorado. She is also a member of the American and Chicago Bar Associations.



**JENNIFER WINTER SPRENGEL** received her law degree from DePaul University College of Law, where she was a member of the DePaul University Law Review. Her undergraduate degree was conferred by Purdue University. Ms. Sprengel is an experienced litigator in matters involving commodities, antitrust, insurance and the financial industries. In addition, Ms. Sprengel is a committee member of the Seventh Circuit Electronic eDiscovery Pilot Program and is a frequent speaker regarding issues of discovery. Links to some

of her presentations and articles can be found on the firm’s website. She also



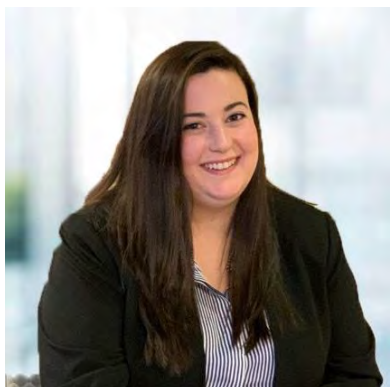


serves as co-chair of the Antitrust Law subcommittee of the ABA Class Action and Derivative Suits committee. She is admitted to practice law in Illinois, holds several federal district and appellate court admissions, and has attained the highest rating, AV®, from Martindale-Hubbell. Ms. Sprengel serves as the managing partner of the Firm.



**NICKOLAS J. HAGMAN** received his undergraduate degree, *magna cum laude*, from the University of Minnesota in 2008. Mr. Hagman earned his law degree from Marquette University Law School, *cum laude*, in 2013, with a Certificate in Litigation. During law school, Mr. Hagman served as an associate editor of the Marquette Law Review, was a member of the Pro Bono Society, and worked as an intern for the late Wisconsin Supreme Court Justice N. Patrick Crooks, and current Wisconsin Supreme Court Justice Rebecca Dallet. Following law school, Mr. Hagman served as a judicial clerk in the Milwaukee County Circuit Court for two years. Prior to joining CCMS in 2019, Mr. Hagman was an associate at a plaintiff-side consumer class action firm for five years. Mr. Hagman is licensed to practice in Illinois and Wisconsin, and before the United State District Courts for the Northern District of Illinois, the Eastern District of Wisconsin, and the District of Colorado. Mr. Hagman authored the 2024 Edition of the IICLE Class Actions handbook chapter: *Settlement Procedures, Negotiations, and Agreements Under State and Federal Rules*, CLASS ACTIONS (IICLE, 2024). He is also a member of the Wisconsin Bar Association and Chicago Bar Association, where he is a member of the Class Action and Consumer Committees.

## ASSOCIATES



**KAITLIN NAUGHTON** received her law degree from the George Washington University Law School in 2019, where she served as managing editor for the *George Washington Journal of Energy & Environmental Law*. Ms. Naughton earned her bachelor's degree in political science and sociology with distinction from Purdue University in 2015. Ms. Naughton joined CCMS in 2019 and is resident in its Chicago, Illinois office. She is licensed to practice in Illinois and before the United State District Court for the Northern District of Illinois.



**ALEXANDER SWEATMAN** earned his law degree from the University of Notre Dame Law School in 2019, where he served as Managing Notes Editor for the *Notre Dame Journal of Legislation*. While in law school, Mr. Sweatman served as a judicial extern for the Honorable Thomas Donnelly in the Circuit Court of Cook County and participated in Notre Dame's Public Defender Externship where he represented juveniles in initial hearings, sentencing proceedings, and probation modification hearings. Mr. Sweatman graduated *summa cum laude* from Wheaton College in 2016. Mr. Sweatman joined CCMS in 2021. He is a member of the Chicago Bar Association and is involved in its Antitrust Law Section and Civil Practice and Procedure Committee. Mr. Sweatman is licensed to practice in Illinois.



**ALEX LEE** graduated *cum laude* from the University of Illinois College of Law in 2020. While at law school, he was a staff writer for the *Illinois Business Law Journal* and served in the Illinois Innocence Project where he worked to investigate and exonerate wrongfully convicted individuals in Illinois. Mr. Lee received his BA in political science from Boston College in 2017. While at university, Mr. Lee worked in special needs education for three years. Alex Lee joined Cafferty Clobes Meriwether Sprengel's Chicago office as an associate attorney in 2023. Prior to joining Cafferty Clobes, Mr. Lee worked at several law firms in Chicago and Champaign and worked on cases in consumer law, employment law, civil rights, commercial litigation, and complex litigation.



**Mohammed A. Rathur** is an Associate at Cafferty Clobes Meriwether & Sprengel LLP's Chicago office. Prior to joining Cafferty Clobes, Mr. Rathur worked at a boutique class action law firm specializing in employment and data privacy rights. Mr. Rathur's prior experience includes serving as a judicial law clerk in the Chancery Division of the Circuit Court of Cook County for two years. Mr. Rathur earned his law degree from the American University Washington College of Law in 2019, where he served as a Student Attorney for the International Human Rights Law Clinic. Mr. Rathur graduated from Michigan State University with a B.A. in International Relations.

## SENIOR COUNSEL



**DOM J. RIZZI** received his B.S. degree from DePaul University in 1957 and his J.D. from DePaul University School of Law in 1961, where he was a member of the *DePaul University Law Review*. From 1961 through 1977, Judge Rizzi practiced law, tried at least 39 cases, and briefed and argued more than 100 appeals. On August 1, 1977, Judge Rizzi was appointed to the Circuit Court of Cook County by the Illinois Supreme Court. After serving as circuit court judge for approximately one year, Judge Rizzi was elevated to the Appellate Court of Illinois, First District, where he served from 1978 to 1996. Judge Rizzi became counsel to the firm in October 1996.

# **EXHIBIT C**



Attorneys



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**TOUSLEY BRAIN STEPHENS PLLC** has prosecuted numerous multi-million dollar class actions, including the following representative cases in the areas of data privacy, consumer protection, product liability, and securities.

### **Data Privacy**

- Appointed lead counsel in *In re Premera Blue Cross Customer Data Security Breach Litigation*, multi-district litigation pending in the U.S. District Court for the District of Oregon. The lawsuit alleges that Premera allowed a massive breach of its data systems, permitting hackers access to the personal, medical, and financial information of more than 11 million Premera subscribers and employees. The court approved a \$74 million in compensation and data security enhancement settlement, making it the greatest per capita class recovery in a health care data breach.
- Appointed as co-lead and interim class counsel in *In re Dominion Dental Services USA, Inc. Data Breach Litigation*, in the Eastern District of Virginia. The lawsuit alleged that Dominion Dental Services and other affiliated companies allowed a nine-year long data breach, allowing hackers access to the personal, medical, and financial information of nearly three million individual subscribers. The case settled for monetary relief in excess of \$3 million and injunctive relief valued at approximately \$2,769,500.
- Co-lead counsel in *Garcia v. Washington State Department of Licensing*, Superior Court, King County, Washington. This data breach involved the Department of Licensing's professional licensing system. The court finally approved a \$3.6 million common fund settlement plus injunctive relief.
- Co-lead counsel in *Armon v. Washington State Univ.*, Superior Court, King County, Washington. This data breach case involved a stolen hard drive containing personal

information of over one million individuals. The court approved a \$5.26 million settlement, plus injunctive relief.

- Served on the plaintiffs' steering committee in multi-district litigation to prosecute claims of financial institutions in the *In re The Home Depot, Inc. Customer Data Security Breach Litigation*, No. 14-md-02583 (N.D. Georgia) related to its 2014 data breach. The financial institutions sought to recover losses they incurred in reissuing cancelled credit cards and paying fraud claims. Hon. Thomas W. Thrash, Jr., United States District Court Judge for the Northern District of Georgia, granted final approval to a \$43.5 million settlement to cover financial institution losses, attorneys' fees and costs.
- Appointed class counsel in *Garcia v. Washington State Department of Licensing*, pending in King County Superior Court in Washington, related to a 2021 data breach impacting over half a million Washington professional licensees. The Court granted final approval of a \$3.6 million settlement, plus injunctive relief.

### **Consumer Protection**

- Appointed class counsel in *Gonzalez v. Banner Bank*, representing a class of accountholders who were charged excessive overdraft fees. The court approved a settlement of over \$1,000,000.
- Appointed sole class counsel in *Ikuseghan v. Multicare Health System*, U.S. District Court for the Western District of Washington to represent a nationwide class asserting Telephone Consumer Protection Act (TCPA) claims. In approving the settlement and fee award, the court noted that "class counsel obtained an extraordinarily good result for the class following an arm's-length negotiation. Under the approved settlement, class members will receive as much as they would have received had they successfully litigated their claims under the TCPA. This recovery is significantly superior to other TCPA class action settlements that have been approved in this Circuit." With individual class member recoveries ranging from \$2,500 to over \$19,000 per approved claim, the settlement is believed to be the largest individual class member recovery in any TCPA case.
- As co-lead counsel in *Nelson v. Appleway Chevrolet, Inc.*, Superior Court, Spokane County, Washington (*see also* 160 Wn.2d 173 (2007)), we successfully represented

purchasers of vehicles, parts, and services against certain automobile dealers in Washington who were illegally charging purchasers Business and Occupation tax. The class members received full refunds of all illegally collected taxes in addition to attorneys' fees and costs after the Washington Supreme Court affirmed the trial court judgment.

- As co-lead counsel in *Cole v. Wells Fargo Bank N.A.*, U.S. District Court, Western District of Washington, we successfully settled this case on behalf of a national class of consumers charged excessive fees on their accounts. Class members received full refunds of all excessive fees, together with interest, attorneys' fees and costs. Judge Lasnik, W.D. WA, noted this settlement was an example of the kind of justice class actions could achieve.
- As co-lead counsel in *Michael Spafford, Jr. v. Echostar Communications, Corporation*, U.S. District Court, Western District of Washington, we successfully obtained an injunction on behalf of Washington consumers prohibiting defendant from using automatic dialing and announcing devices to sell satellite television subscriptions and equipment in violation of Washington law.

## Securities

- As sole lead class counsel in *Colacurcio, et al. v. Insight Venture Partners VII, L.P., et al.*, we represented a class of investors who sold shares of Smartsheet Inc. stock in a tender offer, alleging defendants failed to disclose material information about the company's plans to conduct an IPO in connection with their offer to buy the plaintiffs' stock. The court granted final approval of a \$26.2 million settlement.
- As sole class counsel in *Johnson v. Amgen Boulder, Inc.*, U.S. District Court, Western District of Washington, we represented a national class that invested approximately \$50 million with the world's largest biotechnology company to fund the development of a genetically engineered molecule. That case settled for payments totaling \$82 million.
- As sole class counsel in *Trimble et al. v. Holmes Harbor Sewer District et al.*, Superior Court, Island County, Washington, we represented a national class of bondholders. We achieved a 100% recovery for investors who had purchased unlawfully issued bonds

through several broker dealers.

- As sole class counsel in *Wolf et al. v. Asiamerica et al.*, U.S. District Court, Western District of Washington, Washington, we represented a national class in a securities fraud action against an international leveraged buy-out corporation. The case settled for approximately 120% of the class's investment, plus attorneys' fees and costs.
- As liaison counsel in *In re Washington Mutual Mortgage-Backed Securities Litigation*, U.S. District Court, Western District of Washington, we represented a class of purchasers of mortgage-backed certificates issued and underwritten by Washington Mutual and related entities. The named Plaintiffs alleged that the defendants violated federal securities laws by misrepresenting the underwriting procedures used to originate the mortgage loan collateral. The case settled for \$26 million.

### **Product Liability**

- Appointed co-lead class counsel in *Glenn v. Hyundai*, U.S. District Court for the Central District of California to represent a nationwide class of people who purchased Hyundai vehicles with panoramic sunroofs. Plaintiffs alleged the sunroofs were prone to spontaneous shattering. The settlement, which significantly extended the sunroof warranty for the class vehicles, provided for free repairs and reimbursed past repair costs, as well as \$200 cash for anyone who experienced sunroof shattering, and a \$1,000 trade in allowance was valued at over \$30 million.
- As co-lead counsel in the *In re Louisiana-Pacific Inner Seal Siding* class action, U.S. District Court, District of Oregon, we initially settled one of the largest product liability class action settlements in the United States for \$275 million. In November 1998, this settlement was augmented by additional commitments for a total of more than \$500 million, over \$240 million of which was paid to Washington residents.
- As co-lead counsel in the *Richison v. American Cemwood Corp.*, Superior Court, San Joaquin County, California, we settled this litigation, related to defective shingles, creating a guaranteed \$105-million settlement fund for a national class in the first phase of litigation. The second phase, against Cemwood's insurers, created an additional \$83-million settlement fund in 2003.

- As co-lead counsel in the *Behr Wood Sealants* settlement, Superior Court, San Joaquin County, California, we created a national settlement fund in 2003 of up to \$107.5 million, plus \$25 million in attorneys' fees.
- As co-lead counsel for the plaintiff class in *Clemans v. New Werner Co, et al.*, U.S. District Court, Western District of Washington, we successfully obtained free replacement ladders for a national class of approximately 300,000 consumers. The class alleged that Werner pull-down attic ladders were unreasonably dangerous because of defective hinges. The settlement was valued at \$48 million dollars.
- Co-counsel for national class of homeowners with allegedly defective roofing shingles in *In re IKO Roofing Shingle Products Liability Litigation*, U.S. District Court, Central District of Illinois; 757 F.3d 599 (7th Cir. 2014). The settled for extended warranties, replacement shingles or cash value of replacement shingles all with an estimated value of \$30 million.
- As co-counsel for a health benefits trust in *Neurontin Marketing Sales Practices and Products Liability Litigation*, MDL 1629, we represented a national class alleging that in an effort to boost profits, Pfizer, Inc. and Warner-Lambert Co. sold the drug Neurontin for uses for which it was neither approved by the U.S. Food and Drug Administration nor medically effective. Pfizer Inc. agreed to pay \$325 million to resolve the class's claim that Pfizer defrauded insurers and other healthcare benefit providers by its off label marketing of Neurontin.
- As co-lead counsel in *Delay v. Hurd Millwork Co.*, Superior Court, Spokane County, Washington, we represented a Western States class of individuals that purchased windows allegedly filled with inert gas. The case settled for \$5.3 million.
- As sole class counsel in *Barrett v. PABCO*, Superior Court, King County, Washington, a national roofing shingles product liability case, we settled the case on an unlimited claims-made basis in 2006. That settlement more than doubled the value of compensation available to homeowners under a Washington State Attorney General Consent Decree, and opened claims to every qualified homeowner in the nation, including those who were not original purchasers of the roofing product.

- As co-lead counsel in *Grays Harbor Christian School v. Carrier Corporation*, U.S. District Court, Western District of Washington, we successfully represented national consumers to whom Carrier allegedly sold defective high efficiency furnaces. The case settled on a national and international basis when Carrier agreed to compensate consumers for past failures and fix the alleged defect for free in the future. Three million consumers were covered under the settlement, which was valued at more than \$300 million.

# **EXHIBIT D**



## CHESTNUT CAMBRONNE FIRM RESUME

For over 50 years, Chestnut Cambronne PA has been representing clients in class action litigation both in the Twin Cities area and at a national level. Since its inception, Chestnut Cambronne has been engaged in complex litigation throughout the country and has successfully both prosecuted and defended class litigation addressing substantive legal questions in the fields of data security breaches, securities, ERISA, banking, antitrust, and consumer protection law. Representative class action cases in which the firm and its members have been involved with over the past several years include:

*In Re: Change Healthcare, Inc. Customer Data Security Breach Litig.*, No. 24-md-03108 (D. Minn.). A pending multi-district class action against Change Healthcare and United Healthcare, Inc. This is one of the biggest data breaches in United States history. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel over the patient track.

*In re: Berry, Dunn, McNeil & Parker Data Security Incident Litigation*, Case No. 2:24-cv-00146 (D. Me.). A pending class action against Berry, Dunn, McNeil & Parker, LLC, a Maine-based accounting firm, alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*In re Signature Performance*, Case No. 8:24-cv-00252-BCB-RCC (D. Neb.). A pending class action against Signature performance, a Nebraska-based health consulting firm, alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*In re LoanCare Data Breach Litigation*, Case No. 3:23-cv-01508 (M.D. Fla.). A pending class action against LoanCare, Inc., a Florida-based mortgage provider, alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.



*In re ESO Solutions, Inc. Data Breach Litigation*, Case No. 1:23-cv-01557 (W.D. Tex.). A pending class action against ESO Solutions, Inc., a Texas-based hospital software solutions provider, alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*Cahill v. Memorial Heart Institute, LLC*, Case No. 1:23-cv-168 (E.D. Tenn.). A pending class action against Memorial Heart Institute, a Tennessee-based healthcare network, alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*Clauson v. Arrowhead Regional Computing Consortium*, Case No. 24-cv-131 (D. Minn.). A pending class action against Arrowhead Regional Computing Consortium, a Minnesota-based payroll service provider. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*In re Peoples Bank, as a Successor to Limestone Bank, Data Breach Litig.*, No. 2023-cv-03043 (S.D. Ohio). A pending class action against Peoples Bank, an Ohio-headquartered bank, alleging negligence and other claims in a data security breach. Philip J. Krzeski was court appointed as Interim Co-Lead Counsel.

*In re Weirton Medical Center Data Breach Litigation*, No. 5:24-cv-61 (N.D.W.Va.). A pending class action against Weirton Medical Center, a West Virginia-based hospital network, alleging negligence and other claims in a data security breach. Philip J. Krzeski was court appointed as Interim Co-Lead Counsel.

*In re Cinfed Data Breach Litigation*, No. 23-cv-00776 (S.D. Ohio). A pending class action against Cinfed Credit Union, a Cincinnati-based credit union, alleging negligence and other claims in a data security breach. Philip J. Krzeski was court appointed as Interim Co-Lead Counsel.

*In re R&B Corporation of Virginia d/b/a Credit Control Corporation*, Case No. 4:23-cv-00066-JKW-RJK (E.D. Va.). A pending class action against a R&B Corporation of Virginia, a Virginia-based collections company, alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*In re: Group Health Plan Litigation*, Case No. 23-cv-00267 (D. Minn.). A pending class action against Group Health Plain, a Minnesota-based healthcare network, alleging wiretapping claims stemming from a Facebook pixel. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*Hightower v. Receivables Performance Management, LLC*, No. 2:22-cv-01683 (W.D. Wash.). A pending class action on behalf of a putative class of consumers against Receivables Performance Management, LLC, a Washington-based debt collection company, alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*In re OrthoAlaska Data Breach Litigation*, No. 3:23-cv-00242 (D. Alaska). A pending class action against OrthoAlaska, an Alaska-based orthopedic clinic, alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*In re Regents of the University of Minnesota Data Litigation*, Case No. 27-cv-23-14056 (Hennepin County, Minnesota). A pending class action against the University of Minnesota, alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed to the Interim Plaintiffs' Steering Committee.

*In re DISH Network Data Breach Security Litigation*, Case No. 1:23-cv-01168 (D.Col.). A pending class action against DISH Network, a Colorado-based cable company, alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*In re Whitworth Data Breach Security Litigation*, Case No. 2:23-cv-00179-SAB (E.D. Wash.). A pending class action against Whitworth University, alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*Rasmussen, et al., v. Uintah Health Care Basin*, 2:23-cv-0322 (Dt. Ut.). A pending class action on behalf of patients against healthcare network Uintah Health Care Basin, a Utah-based healthcare network, alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*Johnson v. Yuma Regional Medical Center*, No. 2:22-cv-01061 (D. Ariz.). A pending class action on behalf of a putative class of consumers against Yuma Regional Medical Center, an Arizona healthcare network, and related entities alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*Anderson v. Fortra LLC*, No. 23-cv-00533 (D. Minn.). A pending class action on behalf of a putative class of consumers against Fortra LLC, a cybersecurity vendor, alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*In Re: Netgain Technology, LLC, Consumer Data Breach Litigation*, No. 21-cv-1210-SRN-LIB (D. Minn.). A pending class action on behalf of a putative class of consumers against Netgain Technology alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*Hale, et al., v. ARcare, Inc.*, No. 3:22-cv-00117 (E.D. Ark.). A pending class action on behalf of a putative class of consumers against ARcare, an Arkansas healthcare network, alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*In re CCM Health Data Security Litigation*, Case No. 12-cv-24-169 (Chippewa County). A pending class action on behalf of a putative class of patients against CCM Health, a Minnesota-based healthcare network, alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*In re Tift Regional Health System, Inc. Data Breach Litig.*, No. 2023cv0313 (Tift County, Georgia). A pending class action on behalf of a putative class of patients against Tift Regional Health System, a Georgia-based healthcare network, alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*Rodriguez v. Mena Regional Hospital Commission d/b/a Mena Regional Health System*, No. 2:23-cv-2002 (W.D. Ark.). A pending class action on behalf of a putative class action on behalf of medical patients against Mena Regional hospital Commission, an Arkansas Healthcare Network alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*DeSue v. 20/20 Eye Care Network, Inc.*, No. 21-cv-61275-RAR (S.D. Fla.). A settled class action on behalf of a putative class of consumers against 20/20 Eye Care Network alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*Baker v. Parkmobile, LLC*, No. 21-cv-2181-SCJ (N.D. Ga.). A pending class action on behalf of a putative class of consumers against Parkmobile, LLC alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed to the Interim Plaintiffs' Steering Committee.

*Garrett v. Herff Jones, LLC*, No. 21-cv-01329-TWP-DLP (S.D. Ind.). A settled class action on behalf of a putative class of consumers against Herff Jones alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*In re EyeMed Vision Care, LLC Data Security Breach Litigation*, No. 21-cv-00036-DRC (S.D. Ohio). A pending class action on behalf of a putative class of consumers against EyeMed alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*In re Luxottica of America, Inc. Data Security Breach Litigation*, No. 20-cv-00908-MRB (S.D. Ohio). A pending class action on behalf of a putative class of consumers against Luxottica alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*Greenstate Credit Union v. Hy-Vee, Inc.*, No. 20-cv-00621-DSD-DTS (D. Minn.). A settled class action on behalf of a putative class of financial institutions against Hy-Vee alleging negligence and violations of the Minnesota Plastic Card Security Act in a data security breach. Bryan L. Bleichner served as co-counsel.

*Village Bank v. Caribou Coffee Company, Inc.*, No. 19-cv-01640-JNE-HB (D. Minn.). A settled class action on behalf of a putative class of financial institutions against Hy-Vee alleging negligence and violations of the Minnesota Plastic Card Security Act in a data security breach. Bryan L. Bleichner served as court appointed settlement class counsel.

*In re WaWa, Inc. Data Security Litig.*, No. 19-cv-6019-GEKP (E.D. Pa.). A pending class action on behalf of a putative class of financial institutions against WaWa, Inc. alleging negligence and other claims in a data security breach. Bryan L. Bleichner serves on the Financial Institution Track Defendant Discovery and ESI Committee

*In re: Equifax, Inc., Customer Data Security Breach Litigation*, No. 17-md-2800-TWT (N.D. Ga.). A settled class action on behalf of a putative class of financial institutions against Equifax alleging negligence and other claims in a data security

breach. Bryan L. Bleichner was court appointed to the Financial Institution Plaintiffs' Steering Committee.

*Midwest Am. Fed. Credit Union v. Arby's Rest. Grp. Inc.*, No. 17-cv-00514-AT (N.D. Ga.). A settled class action on behalf of a putative class of financial institutions against Arby's alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed to the Interim Plaintiffs' Executive Committee.

*Bellwether Community Credit Union v. Chipotle Mexican Grill, Inc.*, No. 17-cv-1102 (D. Colo.). A settled class action on behalf of a putative class of financial institutions against Chipotle alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed to Chair of the Executive Committee.

*First Choice Fed. Credit Union et al. v. The Wendy's Company et al.*, No. 2:16-cv-00506 (W.D. Pa.). A resolved class action on behalf of a putative class of financial institutions against Wendy's alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed to the Executive Committee.

*In re: The Home Depot, Inc., Customer Data Security Breach Litigation*, No. 1:14-md-02583 (TWT) (N.D. Ga.). This is a resolved putative class action against The Home Depot alleging negligence and other claims in a data security breach affecting 56 million consumers and tens of thousands of financial institutions. Bryan L. Bleichner was court appointed to the Financial Institution Plaintiffs' Steering Committee.

*In re: Target Corporation Customer Data Security Breach Litigation*, No. 0:14-md-02522 (PAM/JJK) (D. Minn. December 26, 2013). This is a settled class action against Target Corporation alleging negligence and violations of the Minnesota Plastic Card Security Act in a data security breach affecting 70 million consumers and tens of thousands of financial institutions. Chestnut Cambronne served as Co-Lead Counsel for the Financial Institution Class and Coordinating Lead Counsel for Plaintiffs.

*In re Pawn America Consumer Data Breach Litigation*, No. 21-cv-2544-PJS-HB (D. Minn.). A pending class action on behalf of a putative class of consumers against Pawn America and related entities alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*In re Wasserstrom Holdings, Inc., Data Breach Litigation*, Case No. 3:23-cv-2424 (S.D. Ohio). A pending class action against Wasserstrom Holdings, Inc., an Ohio-based restaurant supplier, alleging negligence and other claims in a data security breach. Philip J. Krzeski was court appointed as Interim Co-Lead Counsel.

*Kobor v. Skidmore College*, No. 1:23-cv-01392 (N.D.N.Y.). A pending class action against Skidmore College, alleging negligence and other claims in a data security breach. Philip J. Krzeski was court appointed as Interim Co-Lead Counsel.

*In re Precision Imagining*, No. 16-2023-CA-00931 (Duval County, Florida). A pending class action against Precision Imagining, a Florida-based imagining company, alleging negligence and other claims in a data security breach. Philip J. Krzeski was court appointed as Interim Co-Lead Counsel.

*Phillips v. Bay Bridge Administrators, LLC*, No. 1:23-cv-022 (W.D. Tex.). A pending class action on behalf of a putative class of consumers against an insurance administrator alleging negligence and other claims in a data security breach. Philip J. Krzeski was court appointed as Executive Committee Counsel.

*Lutz v. Electromed, Inc.*, No. 21-cv-2198-SRN-DTS (D. Minn.). A settled class action on behalf of a putative class of consumers against Electromed alleging negligence and other claims in a data security breach. Chestnut Cambronne prosecuted the matter with two additional plaintiffs' law firms.

*Walker v. Nautilus, Inc.*, No. 20-cv-3414-EAS-EPD (S.D. Ohio). A settled consumer protection class action against Nautilus, Inc. alleging Defendant materially misrepresented the horsepower produced by the electric motors in its treadmills. Chestnut Cambronne served as Plaintiffs' counsel.

*In re DPP Beef Litig.*, No. 20-cv-1319-JRT/HB (D. Minn.). A pending class action on behalf of a putative class of direct purchasers against beef product producers alleging claims of price fixing. Chestnut Cambronne serves as Plaintiffs' Counsel.

*Alicia Schaeffer v. Life Time Fitness, Inc. et al.*, No. 27-cv-20-10513 (Minn. 2020). A class action on behalf of a putative class of group fitness instructors against Life Time Fitness, Inc. alleging Defendants refused to compensate Plaintiff and class members for work performed for their employer's benefit. Chestnut Cambronne served as Plaintiffs' counsel.



*Teeda Barclay v. Icon Health & Fitness, Inc., et al.*, No. 19-cv-02970-ECT-DTS (D. Minn.). A pending consumer protection class action against Icon Health & Fitness and NordicTrack alleging Defendants materially misrepresented the horsepower produced by the electric motors in its treadmills. Bryan L. Bleichner currently serves as Plaintiffs' counsel.

*In re Resideo Technologies, Inc. Securities Litig.*, No. 19-cv-02863-WMW-KMM (D. Minn.). A settled shareholder class action against Resideo and its directors and officers for failing to disclose material information about its spin-off from Honeywell. Chestnut Cambronne served as liaison counsel on this matter.

*Delamarter v. Supercuts, Inc.*, No. 19-3158-DSD-TNL (D. Minn.). A settled class action on behalf of a putative class of consumers against Supercuts alleging violations of the Fair and Accurate Credit Transactions Act. Bryan L. Bleichner served as Plaintiff's Counsel.

*Kenneth Peterson v. JBS USA Food Company Holdings, et al.*, No. 19-cv-1129-JRT-HB (D. Minn.). A pending class action on behalf of a putative class of indirect purchasers against beef product producers alleging claims of price fixing. Chestnut Cambronne served as Plaintiffs' Counsel.

*In re: FedLoan Student Loan Servicing Litigation*, No. 2:18-md-02833-CDJ (E.D. Pa.). A pending class action on behalf of a putative class of student loan borrowers against FedLoan Servicing / Pennsylvania Higher Education Assistance Agency alleging consumer fraud violations and other claims. Bryan L. Bleichner was court appointed to the Executive Committee.

*ASEA/AFSCME Local 52 Health Benefits Trust v. St. Jude Medical, LLC, et al.*, No. 18-cv-02124-DSD-HB (D. Minn.). A class action on behalf of a putative class of third party health benefits payors against St. Jude Medical and Abbott Laboratories alleging product liability and other claims. Chestnut Cambronne served as Plaintiffs' Counsel.

*In Re Pork Antitrust Litigation*, No. 18-cv-1776-JRT-HB (D. Minn.). A pending class action on behalf of a putative class of direct purchasers against pork product producers alleging claims of price fixing. Chestnut Cambronne currently serves as Plaintiffs' Counsel.

*James Bruner, et al. v. Polaris Industries Inc. et al.*, No. 18-cv-00939-WMW-DTS (D. Minn.). A class action on behalf of a putative class of consumers against Polaris



Industries alleging product liability claims. Chestnut Cambronne was court appointed as Plaintiffs' Liaison Counsel.

*Marie Travis v. Navient Corp. et al.*, No. 17-cv-04885-JFB-GRB (E.D.N.Y.). A class action on behalf of a putative class of student loan borrowers against Navient Corp. alleging consumer fraud act violations and other claims. Bryan L. Bleichner served as Plaintiffs' Counsel.

*Gordon v. Amadeus IT Group, S.A.*, No. 1:15-cv-05457 (S.D.N.Y. July 14, 2015). A resolved putative class action alleging collusion and anticompetitive behavior among the companies that provide the systems used by travel agents to link to airline flight and fare information known as global distribution systems (GDS). Chestnut Cambronne served as Plaintiffs' Counsel in this litigation.

*In re: Anthem, Inc. Data Breach Litigation*, No. 5:15-md-02617 (LHK) (N.D. Cal. March 13, 2015). A settled class action against Anthem alleging negligence and other claims in a data security breach affecting in excess of 80 million consumers. Chestnut Cambronne served as Plaintiffs' Counsel in the litigation.

*Gassoway v. Benchmark Energy Transport Services, Inc.*, (S.D. Tex. February 23, 2015). A certified and settled class action case alleging Benchmark Energy Transport Services deducted and withheld an undisclosed surcharge from trucking owner-operators in violation of Federal Regulations. Chestnut Cambronne served as co-lead counsel for the certified class.

*Christian v. National Hockey League*, No. 0:14-md-02551 (SRN/JSM) (D. Minn. April 15, 2014). Chestnut Cambronne was court appointed to the Plaintiffs' Executive Committee.

*Puerta v. Tile Shop Holdings, Inc.*, No. 0:14-cv-00786 (ADM/TNL) (D. Minn. March 21, 2014). A settled shareholder class action against Tile Shop Holdings and its directors and officers for failing to disclose material information about a supplier relationship. Chestnut Cambronne served as liaison counsel on this matter.

*In re: Domestic Drywall Antitrust Litig.*, No. 2:13-md-2437; 939 F. Supp. 2d 1371 (E.D. Pa. 2013). A settled antitrust putative class action against domestic manufacturers of drywall alleging price-fixing. Chestnut Cambronne served as Plaintiffs' Counsel in this matter.

*Lucas v. SCANA Energy Marketing, Inc.*, No. 1:12-cv-02356 (SCJ) (N.D. Ga. Feb. 8, 2013). A settled consumer protection class action in which Chestnut Cambronne served as co-lead counsel.

*In re: Imprelis Herbicide Mktg., Sales Practices and Products Liability Litig.*, No. 2:11-md-02284 (GP) (E.D. Pa. Oct. 20, 2011). This is a settled products liability class action against the manufacturer of Imprelis Herbicide, DuPont. The class recovered over \$378 million to date. Chestnut Cambronne served as Plaintiffs' Counsel.

*Minneapolis Firefighters' Relief Ass'n v. Medtronic, Inc.*, No. 08-6324 (PAM/AJB) (D. Minn. 2009); 618 F. Supp. 1016 (D. Minn. 2009); 278 F.R.D. 454 (D. Minn. 2011). This is a settled securities fraud class action in which Chestnut Cambronne was lead and liaison counsel. The class recovered \$80 million.

*In re: American Express Anti-Steering Rules Antitrust Litig. (No. II)*, MDL No. 2221, 764 F. Supp. 2d 1343 (E.D.N.Y. 2010). This is a settled class action alleging that Defendant American Express' policies prohibiting merchants from offering customers incentives to use a particular card or type of payment violated antitrust laws. The case is currently under appellate review before the United States Court of Appeals for the Second Circuit.

*Mooney v. Allianz Life Ins. Co. of North America*, No. 06-545 (ADM/FLN); 2010 WL 419962 (D. Minn. Jan. 29, 2010). This was a certified class action in which Chestnut Cambronne was co-lead counsel seeking damages of \$2 billion. After a three-week trial, the jury concluded Allianz made false and misleading statements intentionally in violation of the statute, but did not award damages.

*In re United Healthcare, Inc. Shareholder Derivative Litig.*, 631 F.3d 913 (8<sup>th</sup> Cir. 2011), *affirming* 631 F. Supp. 2d 1151 (D. Minn. 2009). This is a settled shareholder derivative case involving the backdating of stock options. Chestnut Cambronne served as lead counsel and recovered on behalf of the company a settlement valued at \$922 million. Today, it remains the largest recovery in a shareholder derivative case in United States history.

*San Francisco Health Plan v. McKesson Corp.*, No. 1:08-cv-10843 (D. Mass. May 20, 2008). A settled RICO and Clayton Act class action challenging the pricing of pharmaceutical drugs. The class recovered \$82 million. Chestnut Cambronne represented Plaintiff Anoka County.

*In re MoneyGram Int'l, Inc. Securities Litig.*, No. 08-cv-883 (DSD/JJG) (D. Minn. July 22, 2008); 626 F. Supp. 2d 947 (D. Minn. 2009). This is a settled securities fraud class action in which Chestnut Cambronne was co-lead counsel and recovered \$80 million for the class.

*Avritt v. Reliastar Life Ins. Co.*, No. 0:07-cv-01817 (JNE/JJG) (D. Minn. April 9, 2007). This is a settled class action that alleged Defendant defrauded consumers in the sale of its Fixed Annuities. Chestnut Cambronne served as local counsel and recovered \$31 million for the class.

*In re: Air Cargo Shipping Services Antitrust Litig.*, No. 1:06-md-01775 (JG/VVP) (E.D.N.Y. June 27, 2006). This is a settled class action alleging a price-fixing conspiracy by dozens of international air cargo carriers. Over \$500 million was recovered for the class.

*In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litig.*, MDL No. 1720, 398 F. Supp. 2d 1356 (E.D.N.Y. 2005). A settled class action alleging that the rules Defendants Visa and MasterCard impose upon merchants violate antitrust laws.

*In re Xcel Energy, Inc. Sec, Derivative & "ERISA" Litig.*, 364 F. Supp. 980, 995-996 (D. Minn. 2005); *In re Xcel Energy Securities, Derivative & "ERISA" Litigation*, 286 F. Supp. 2d 1047 (D. Minn. 2003). This was a securities fraud class action in which Chestnut Cambronne was co-lead counsel. The class recovered \$80 million.

*Cooper v. Miller, Johnson, Steichen & Kinnard*, No. 0:02-cv-01236 (RHK/AJB) (D. Minn. June 5, 2002) This is a settled securities fraud class action in which Chestnut Cambronne served as lead counsel. The class recovered \$5.6 million.

*In Re E.W. Blanch Holdings, Inc. Securities Litig.*, No. 0:01-cv-00258 (JNE/JGL) (D. Minn. Feb. 12, 2001) This is a settled securities fraud class action in which Chestnut Cambronne served as lead counsel. The class recovered \$20 million.

*In re Blue Cross Subscriber Litig.*, No. 19-C3-98-7780 (Minn. Dist. Ct. 1<sup>st</sup> Dist.) This was a consumer protection class action on behalf of Blue Cross subscribers. Over \$41 million was recovered for Blue Cross policy holders. Chestnut Cambronne served as lead counsel.

*Alford v. Mego Mortgage Home Loan Owner Trust 1997-1; Mazur v. Empire Funding Home Loan Owner Trust 1997-1; and Banks, et al. v. FirstPlus Home Loan Trust 1996-*

2 (Minn. Dist. Ct. 4<sup>th</sup> Dist.). These are settled consumer-lending cases in which Chestnut Cambronne acted as co-lead counsel.

Chestnut Cambronne also has experience successfully defending class litigation. *See, e.g., In re K-Tel*, 300 F.3d 881 (8th Cir. 2002); *Wylde v. Champps of New Brighton*, No. 10-cv-4953 (ADM/JJK) (D. Minn. 2011); *Johnson v. BP America, Inc.* No. 12-cv-00417 (RHK/JSM) (D. Minn. 2012). Not only do the results obtained in the above cases attest to the skill and competence of Chestnut Cambronne lawyers in shareholder litigation, various courts have publicly commended Chestnut Cambronne for its efforts:

Plaintiffs' co-lead counsel have significant experience in representing shareholders and shareholder classes in federal securities actions around the country and in this district in particular. Counsel-both the lawyers representing lead plaintiffs and defendants-conducted themselves in an exemplary manner. ... Thus, the effort of counsel in efficiently bringing this case to fair, reasonable and adequate resolution is the best indicator of the experience and ability of the attorneys involved, and this factor supports the court's award of 25%.

*In re Xcel Energy, Inc. Sec. Derivative & "ERISA" Litig*, 364 F. Supp. 980, 995 (D. Minn. 2005).

# **EXHIBIT E**

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON  
PORTLAND DIVISION

LISA UNSWORTH, individually, and on  
Behalf of all others similarly situated,

Plaintiff,

v.

LEWIS AND CLARK COLLEGE,

Defendant.

Case No. 3:24-cv-00614-SB

DECLARATION OF JORDAN  
TURNER REGARDING  
ADMINISTRATION

I, Jordan Turner, declare:

1. I am a Project Manager for EAG Gulf Coast, LLC (“EisnerAmper”)<sup>1</sup>, a full-service administration firm providing legal administration services. The following statements are based on my personal knowledge as well as information provided by other experienced EisnerAmper employees working under my supervision.

**EXPERIENCE**

2. EisnerAmper routinely develops and executes notice plans and administers a wide variety of class action and mass action settlements, with subject matters including, but not limited to, products liability, consumer, mass tort, antitrust, labor and employment, insurance, and

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<sup>1</sup> EAG Gulf Coast, LLC is a subsidiary of Eisner Advisory Group LLC. “EisnerAmper” is the brand name under which EisnerAmper LLP and Eisner Advisory Group LLC and its subsidiary entities provide professional services. EisnerAmper LLP and Eisner Advisory Group LLC are independently owned firms that practice in an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. EisnerAmper LLP is a licensed CPA firm that provides attest services, and Eisner Advisory Group LLC and its subsidiary entities provide tax and business consulting services. Eisner Advisory Group LLC and its subsidiary entities are not licensed CPA firms.

healthcare. EisnerAmper team members have experience designing and implementing over 100 notice and settlement programs. Additional information about EisnerAmper can be found on our website at [www.eisneramper.com](http://www.eisneramper.com).

3. A sample of court opinions on the adequacy of our notice and Settlement Administration experience is included in EisnerAmper's curriculum vitae as **Exhibit A**.

**CERTIFICATION**

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed this 20th day of December, 2024 in Houston, Texas.

A handwritten signature in black ink that reads "Jordan Turner". The signature is written in a cursive style with a horizontal line underneath it.

Jordan Turner



## Exhibit A: CV of EisnerAmper

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# Class & Mass Action Settlement Administration

## Our Approach

EisnerAmper provides pre-settlement consulting and post-settlement administration services in connection with lawsuits pending in state and federal courts nationwide. Since 1999, EisnerAmper professionals have processed more than \$14 billion dollars in settlement claims. Our innovative team successfully administers a wide variety of settlements, and our industry-leading technology enables us to develop customizable administration solutions for class and mass action litigations.

EisnerAmper professionals have processed more than \$14 billion dollars in settlement claims.

## Sample Case Experience\*



### Environmental/Toxic Torts

- In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico (MDL 2179)
- In re: FEMA Trailer Formaldehyde Products Liability Litigation (MDL 1873)
- Sanchez et al v. Texas Brine, LLC et al.
- Burmaster et al. v. Plaquemines Parish Government, et al.
- Cajuns for Clean Water, LLC et al. v. Cecilia Water Corporation, et al.
- Cooper, et al. v. Louisiana Department of Public Works
- Maturin v. Bayou Teche Water Works
- Chevron Richmond Refinery Fire Settlement
- Chapman et al. v. voestalpine Texas LLC, et al.



### Consumer

- Jones et al. v. Monsanto Co.
- Hadley, et al. v. Kellogg Sales Co.
- McMorrow, et al. v. Mondelez International, Inc
- Krommenhock, et al. v. Post Foods, LLC
- Hanson v. Welch Foods Inc.
- Siddle et al. v. The Duracell Co. et al.
- Copley, et al. v. Bactolac Pharmaceutical, Inc.
- Hughes et al. v. AutoZone Parts Inc. et al.
- Winters v. Two Towns Ciderhouse, Inc.
- Burford et al. v. Cargill, Incorporated
- Fabricant v. AmeriSave Mortgage Corp. (TCPA)
- Makaron v. Enagic USA, Inc. (TCPA)
- Prescod et al. v. Celsius Holdings, Inc.
- Gilmore v. Monsanto Co.



### Antitrust

- In re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL 1917)<sup>4</sup>
- In re: Interior Molded Doors Antitrust Litigation (Indirect)



### Mass Torts

- In re: E.I. du Pont de Nemours and Company C8 Personal Injury Litigation (MDL 2433)<sup>1</sup>
- In re: Testosterone Replacement Therapy Products Liability Litigation (MDL 2545)<sup>1</sup>
- In re: Paraquat Products Liability Litigation (MDL 3004)<sup>1</sup>
- In re: Paragard Products Liability Litigation (MDL 2974)
- In re: Roundup Products Liability Litigation (MDL 2741)<sup>2</sup>
- Essure Product Liability Settlement<sup>3</sup>
- Porter Ranch (JCCP 4861)



### Data Breach/Privacy

- Miracle-Pond, et al. v. Shutterfly
- Baldwin et al. v. National Western Life Insurance Co.
- Jackson-Battle, et al. v. Navicent Health, Inc.
- Bailey, et al. v. Grays Harbor County Public Hospital No. 2
- In re: Forefront Data Breach Litigation
- Easter et al. v. Sound Generations
- Rivera, et al. v. Google LLC
- Acaley v. Vimeo, Inc.



### Mass Arbitration

- T-Mobile
- Uber
- Postmates
- Instacart
- Intuit



### Other Notable Cases

- Brown, et al. v. State of New Jersey DOC (Civil Rights)
- Slade v. Progressive (Insurance)

<sup>\*</sup>Work performed as Postlethwaite & Nettekville, APAC (P&N)

<sup>1</sup>Services provided in cooperation with the Court-Appointed Special Master

<sup>2</sup>Appointed As Common Benefit Trustee

<sup>3</sup>Inventory Settlement

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# EAG Claims Administration Experience

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## SAMPLE JUDICIAL COMMENTS

- **Hezi v. Celsius Holdings, Inc.**, No. 1:21-CV-09892-VM (S.D.N.Y.), Judge Jennifer H. Rearden on April 5, 2023:

*The Court finds and determines that the notice procedure carried out by Claims Administrator Postlethwaite & Netterville, APAC ("P&N") afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process .*

- **Scott Gilmore et al. v. Monsanto Company, et al.**, No. 3:21-CV-8159 (N.D. Cal.), Judge Vince Chhabria on March 31, 2023:

*The Court finds that Class Notice has been disseminated to the Class in compliance with the Court's Preliminary Approval Order and the Notice Plan. The Court further finds that this provided the best notice to the Class practicable under the circumstances, fully satisfied due process, met the requirements of Rule 23 of the Federal Rules of Civil Procedure, and complied with all other applicable law.*

- **John Doe et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc.**, No. 2021L00026 (Fifteenth Judicial Circuit of Illinois, Lee County), on March 28, 2023:

*The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.*

- **Sanders et al. v. Ibex Global Solutions, Inc. et al.**, No. 1:22-CV-00591 (D.D.C.), Judge Trevor N. McFadden on March 10, 2023:

*An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).*

- **Vaccaro v. Super Care, Inc.**, No. 20STCV03833 (Cal. Superior Court), Judge David S. Cunningham on March 10, 2023:

*The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.*

- **Gonshorowski v. Spencer Gifts, LLC**, No. ATL-L-000311-22 (N.J. Super. Ct.), Judge Danielle Walcoff on March 3, 2023:

*The Court finds that the Notice issued to the Settlement Class, as ordered in the Amended Preliminary Approval Order, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with New Jersey Court Rules 4:32-2(b)(2) and (e)(1)(B) and due process.*

- **Vaccaro v. Delta Drugs II, Inc.**, No. 20STCV28871 (Cal. Superior Court), Judge Elihu M. Berle on March 2, 2023:

*The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.*

- **Pagan, et al. v. Faneuil, Inc.**, No. 3:22-CV-297 (E.D. Va), Judge Robert E. Payne on February 16, 2023:

*The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.*



- **LaPrairie v. Presidio, Inc., et al.**, No. 1:21-CV-08795-JFK (S.D.N.Y.), Judge Andrew L. Carter, Jr. on December 12, 2022:

*The Court hereby fully, finally and unconditionally approves the Settlement embodied in the Settlement Agreement as being a fair, reasonable and adequate settlement and compromise of the claims asserted in the Action. The Class Members have been given proper and adequate notice of the Settlement, fairness hearing, Class Counsel's application for attorneys' fees, and the service award to the Settlement Class Representative. An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).*

- **Nelson v. Bansley & Kiener, LLP**, No. 2021-CH-06274 (Circuit Court of Cook County, IL), Judge Sophia H. Hall on November 30, 2022:

*The court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with requirements of 735 ILCS 5/2-801, et seq.*

- **Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al.**, No. 21-2-03929-1-SEA (Superior Court King County, WA), Judge Douglass A. North on September 30, 2022:

*Pursuant to the Court's Preliminary Approval Order, Postcard Notice was distributed to the Class by First Class mail and Email Notice was distributed to all Class Members for whom the Settlement Administrator had a valid email address. The Court hereby finds and concludes that Postcard and Email Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the Postcard and Email Notice, and the distribution procedures set forth in the Settlement fully satisfy CR 23(c)(2) and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, provided an opportunity for the Class Members to object or exclude themselves from the Settlement, and support the Court's exercise of jurisdiction over the Settlement Class Members as contemplated in the Settlement and this Final Approval Order.*





- **Rivera, et al. v. Google LLC**, No. 2019-CH-00990 (Circuit Court of Cook County, IL), Judge Anna M. Loftus on September 28, 2022:

*Pursuant to this Court's Order granting preliminary approval of the Settlement, Postlethwaite & Netterville, APAC ("P&N") served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.*

*The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.*

- **Davonna James, individually and on behalf of all others similarly situated v. CohnReznick LLP**, No. 1:21-cv-06544 (S.D.N.Y.), Judge Lewis J. Liman on September 21, 2022:

*The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).*

- **Patricia Davidson, et al. v. Healthgrades Operating Company, Inc.**, No. 21-cv-01250-RBJ (D. Colo), Judge R. Brooke Jackson on August 22, 2022:

*The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).*

- **Hosch et al. v. Drybar Holdings LLC**, No. 2021-CH-01976 (Circuit Court of Cook County, IL), Judge Pamela M. Meyerson on June 27, 2022:

*The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed*





*Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.*

- **Baldwin et al. v. National Western Life Insurance Company**, No. 2:21-cv-04066-WJE (W.D. MO), Judge Willie J. Epps, Jr. on June 16, 2022:

*The Court finds that such Notice as therein ordered, constituted the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Rule 23(c)(2).*

- **Chapman et al. v. voestalpine Texas Holding LLC**, No. 2:17-cv-174 (S.D. Tex.), Judge Nelva Gonzales Ramos on June 15, 2022:

*The Class and Collective Notice provided pursuant to the Agreement and the Order Granting Preliminary Approval of Class Settlement:*

- (a) Constituted the best practicable notice, under the circumstances;*
- (b) Constituted notice that was reasonably calculated to apprise the Class Members of the pendency of this lawsuit, their right to object or exclude themselves from the proposed settlement, and to appear at the Fairness Hearing;*
- (c) Was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and*
- (d) Met all applicable requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States Constitution because it stated in plain, easily understood language the nature of the action; the definition of the class certified; the class claims, issues, or defenses; that a class member may enter an appearance through an attorney if the member so desires; that the court will exclude from the class any member who requests exclusion; the time and manner for requesting exclusion; and the binding effect of a class judgment on members under Rule 23(c)(3).*

- **Clopp et al. v. Pacific Market Research LLC**, No. 21-2-08738-4 (Superior Court King County, WA), Judge Kristin Richardson on May 27, 2022:

*The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Washington Civil Rule 23(c)(2).*



- **Whitlock v. Christian Homes, Inc., et al**, No. 2020L6 (Circuit Court of Logan County, IL), Judge Jonathan Wright on May 6, 2022:

*The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.*

- **Hanson v. Welch Foods Inc.**, No. 3:20-cv-02011-JCS (N.D. Cal.), Judge Joseph C. Spero on April 15, 2022:

*The Class Notice and claims submission procedures set forth in Sections 5 and 9 of the Settlement Agreement, and the Notice Plan detailed in the Declaration of Brandon Schwartz filed on October 1, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).*

- **Dein v. Seattle City Light**, No. 19-2-21999-8 SEA (Superior Court King County, WA), Judge Kristin Richardson on April 15, 2022:

*The Court hereby finds and concludes that the notice was disseminated to Settlement Class Members in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the notice fully satisfies CR 23(c)(2) and the requirements of due process, was the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, and provided an opportunity for the Class Members to object to or exclude themselves from the Settlement.*

- **Frank v. Cannabis & Glass, LLC, et al**, No. 19-cv-00250 (E.D. Wash.), Judge Stanley A. Bastian on April 11, 2022:

*Postlethwaite & Netterville, APAC, ("P&N"), the Settlement Administrator approved by the Court, completed the delivery of Class Notice according to the terms of the Agreement. The Class Text Message Notice given by the Settlement Administrator to the Settlement Class, which set forth the principal terms of the Agreement and other matters, was the best practicable notice under the circumstances, including*



*individual notice to all Settlement Class Members who could be identified through reasonable effort.*

- **McMorrow, et al. v. Mondelez International, Inc.**, No. 17-cv-02327 (S.D. Cal.), Judge Cynthia Bashant on April 8, 2022:

*Notice was administered nationwide and achieved an overwhelmingly positive outcome, surpassing estimates from the Claims Administrator both in the predicted reach of the notice (72.94% as compared to 70%) as well as in participation from the class (80% more claims submitted than expected). (Schwartz Decl. ¶ 14, ECF No. 206-1; Final App. Mot. 3.) Only 46 potential Class Members submitted exclusions (Schwartz Decl. ¶ 21), and only one submitted an objection—however the objection opposes the distribution of fees and costs rather than the settlement itself. (Obj. 3.) The Court agrees with Plaintiffs that the strong claims rate, single fee-related objection, and low opt-out rate weigh in favor of final approval.*

- **Daley, et al. v. Greystar Management Services LP, et al.**, No. 2:18-cv-00381 (E.D. Wash.), Judge Salvador Mendoz, Jr. on February 1, 2022:

*The Settlement Administrator completed the delivery of Class Notice according to the terms of the Agreement. The Class Notice given by the Settlement Administrator to the Settlement Class...was the best practicable notice under the circumstances. The Class Notice program...was reasonable and provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such notice. The Class Notice given to the Settlement Class Members satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of constitutional due process. The Class Notice was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of this Action....*

- **Mansour, et al. v. Bumble Trading, Inc.**, No. RIC1810011 (Cal. Super.), Judge Sunshine Sykes on January 27, 2022:

*The Court finds that the Class Notice and the manner of its dissemination constituted the best practicable notice under the circumstances and was reasonably calculated, under all the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the Agreement, and their right to object to or exclude themselves from the Settlement Class. The Court finds that the notice was reasonable, that it constituted due, adequate and sufficient notice to all persons entitled to receive notice, and that it met the requirements of due process, Rules of Court 3.766 and 3.769(f), and any other applicable laws.*



- **Hadley, et al. v. Kellogg Sales Company**, No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh on November 23, 2021:

*The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).*

- **Miracle-Pond, et al. v. Shutterfly, Inc.**, No. 2019-CH-07050 (Circuit Court of Cook County, IL), Judge Raymond W. Mitchell on September 9, 2021:

*This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.*

- **Jackson-Battle, et al. v. Navicent Health, Inc.**, No. 2020-CV-072287 (Ga Super.), Judge Jeffery O. Monroe on August 4, 2021:

*The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of O.C.G.A. §§ 9-11-23(c)(2).*

- **In re: Interior Molded Doors Indirect Purchasers Antitrust Litigation**, No. 3:18-cv-00850 (E.D. Va.), Judge John A. Gibney on July 27, 2021:

*The notice given to the Settlement Class of the settlement set forth in the Settlement Agreement and the other matters set forth herein was the best notice practicable*



*under the circumstances. Said notice provided due and adequate notice of the proceedings an of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) and the requirements of due process.*

- **Krommenhock, et al. v. Post Foods, LLC**, No. 16-cv-04958 (N.D. Cal.), Judge William H. Orrick on June 25, 2021:

*The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement and the Notice Plan filed on January 18, 2021 fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).*

- **Winters, et al. v. Two Towns Ciderhouse, Inc**, No. 20-cv-00468 (S.D. Cal.), Judge Cynthia Bashant on May 11, 2021:

*The settlement administrator, Postlethwaite and Netterville, APAC ("P&N") completed notice as directed by the Court in its Order Granting Preliminary Approval of the Class Action Settlement. (Decl. of Brandon Schwartz Re: Notice Plan Implementation and Settlement Administration ("Schwartz Decl.") ¶¶ 4–14, ECF No. 24-5.)...Thus, the Court finds the Notice complies with due process....With respect to the reaction of the class, it appears the class members' response has been overwhelmingly positive.*

- **Siddle, et al. v. The Duracell Company, et al.**, No. 4:19-cv-00568 (N.D. Cal.), Judge James Donato on April 19, 2021:

*The Court finds that the Class Notice and Claims Administration procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Final Approval Order.*



- **Fabricant v. Amerisave Mortgage Corporation**, No. 19-cv-04659-AB-AS (C.D. Cal.), Judge Andre Birotte, Jr. on November 25, 2020:

*The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.*

- **Snyder, et al. v. U.S. Bank, N.A., et al.**, No. 1:16-CV-11675 (N.D. Ill), Judge Matthew F. Kennelly on June 18, 2020:

*The Court makes the following findings and conclusions regarding notice to the Settlement Class:*

*a. The Class Notice was disseminated to persons in the Settlement Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;*  
*b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Consolidated Litigation, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.*

- **Edward Makaron et al. v. Enagic USA, Inc.**, No. 2:15-cv-05145 (C.D. Cal.), Judge Dean D. Pregerson on January 16, 2020:

*The Court makes the following findings and conclusions regarding notice to the Class:*

*a. The Class Notice was disseminated to persons in the Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;*

*b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Class Members, (ii) constituted notice that was reasonably*





*calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.*

- **Kimberly Miller et al. v. P.S.C, Inc., d/b/a Puget Sound Collections**, No. 3:17-cv-05864 (W. D. Wash.), Judge Ronald B. Leighton on January 10, 2020:

*The Court finds that the notice given to Class Members pursuant to the terms of the Agreement fully and accurately informed Class Members of all material elements of the settlement and constituted valid, sufficient, and due notice to all Class Members. The notice fully complied with due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law.*

- **John Karpilovsky and Jimmie Criollo, Jr. et al. v. All Web Leads, Inc.**, No. 1:17-cv-01307 (N.D. Ill), Judge Harry D. Leinenweber on August 8, 2019:

*The Court hereby finds and concludes that Class Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement Agreement and that Class Notice and its dissemination were in compliance with this Court's Preliminary Approval Order.*

*The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.*

- **Paul Story v. Mammoth Mountain Ski Area, LLC**, No. 2:14-cv-02422 (E.D. Cal.), Judge John A. Mendez on March 13, 2018:

*The Court finds that the Settlement Administrator delivered the Class Notice to the Class following the procedures set forth in the Settlement Agreement; that the Class Notice and the procedures followed by the Settlement Administrator constituted the best notice practicable under the circumstances; and that the Class Notice and the procedures contemplated by the Settlement Agreement were in full compliance with the laws of the United States and the requirements of due process. These findings support final approval of the Settlement Agreement.*





- **John Burford, et al. v. Cargill, Incorporated**, No. 05-0283 (W.D. La.), Judge S. Maurice Hicks, Jr. on November 8, 2012:

*Considering the aforementioned Declarations of Carpenter and Mire as well as the additional arguments made in the Joint Motion and during the Fairness Hearing, the Court finds that the notice procedures employed in this case satisfied all of the Rule 23 requirements and due process.*

- **In RE: FEMA Trailer Formaldehyde Product Liability Litigation**, MDL No. 1873, (E.D La.), Judge Kurt D. Engelhardt on September 27, 2012:

*After completing the necessary rigorous analysis, including careful consideration of Mr. Henderson's Declaration and Mr. Balhoff's Declaration, along with the Declaration of Justin I. Woods, the Court finds that the first-class mail notice to the List of Potential Class Members (or to their attorneys, if known by the PSC), Publication Notice and distribution of the notice in accordance with the Settlement Notice Plan, the terms of the Settlement Agreement, and this Court's Preliminary Approval Order:*

- (a) constituted the best practicable notice to Class Members under the circumstances;*
- (b) provided Class Members with adequate instructions and a variety of means to obtain information pertaining to their rights and obligations under the settlement so that a full opportunity has been afforded to Class Members and all other persons wishing to be heard;*
- (c) was reasonably calculated, under the circumstances, to apprise Class Members of: (i) the pendency of this proposed class action settlement, (ii) their right to exclude themselves from the Class and the proposed settlement, (iii) their right to object to any aspect of the proposed settlement (including final certification of the settlement class, the fairness, reasonableness or adequacy of the proposed settlement, the adequacy of representation by Plaintiffs or the PSC, and/or the award of attorneys' fees), (iv) their right to appear at the Fairness Hearing - either on their own or through counsel hired at their own expense - if they did not exclude themselves from the Class, and (v) the binding effect of the Preliminary Approval Order and Final Order and Judgment in this action, whether favorable or unfavorable, on all persons who do not timely request exclusion from the Class;*
- (d) was calculated to reach a large number of Class Members, and the prepared notice documents adequately informed Class Members of the class action, properly described their rights, and clearly conformed to the high standards for modern notice programs;*
- (e) focused on the effective communication of information about the class action. The notices prepared were couched in plain and easily understood language and were written and designed to the highest communication standards;*



- (f) afforded sufficient notice and time to Class Members to receive notice and decide whether to request exclusion or to object to the settlement.;*
- (g) was reasonable and constituted due, adequate, effective, and sufficient notice to all persons entitled to be provided with notice; and*
- (h) fully satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, including the Due Process Clause, and any other applicable law.*

