

CAUSE NO. DC-24-08266

<p>KATIE PLEASANT, individually and on behalf of all others similarly situated,</p> <p>Plaintiff,</p> <p>v.</p> <p>BAKER DRYWALL PARTNERSHIP LLP D/B/A BAKER DRYWALL,</p> <p>Defendant.</p>	<p>IN THE DISTRICT COURT OF</p> <p>DALLAS COUNTY, TEXAS</p> <p>68th JUDICIAL DISTRICT</p>
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SETTLEMENT AGREEMENT

This Settlement Agreement, dated as of April 7, 2025, is made and entered into by and among the following Settling Parties (as defined below): (i) Katie Pleasant (“Plaintiff”), individually and on behalf of the Class (as defined below); and (ii) Baker Drywall Partnership LLP d/b/a Baker Drywall (“Baker” or “Defendant”). The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

I. THE LITIGATION

Plaintiff alleges that on or about February 13, 2024, Baker was the subject of a cyberattack in which Plaintiff alleges that the confidential information of Plaintiff and other putative class members was potentially accessed or obtained (the “Data Incident”). On or about April 17, 2024, Defendant mailed notification of the Data Incident to approximately 16,021 individuals notifying

them that their full names, driver's licenses, bank account information, and Social Security numbers ("personally identifiable information" or "PII") and health information, which is protected health information ("PHI", and collectively with PII, "Personal Information") may have been impacted by the Data Incident. Subsequently, Plaintiff filed her complaint against Defendant and asserted claims of (1) negligence; (2) negligence per se; (3) breach of implied contract; and (4) unjust enrichment against Baker relating to the Data Incident (the "Litigation"). Defendant denies the allegations asserted in the Litigation and denies liability, harm to Plaintiff and the Class (defined below), and any resulting damages to Plaintiff and the Class.

This Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against Baker relating to the Data Incident, by and on behalf of Plaintiff and Settlement Class Members (as defined below), and any other such actions by and on behalf of any other individuals originating, or that may originate, in jurisdictions in the United States of America against Baker relating to the Data Incident.

II. CLAIMS OF PLAINTIFF AND BENEFITS OF SETTLING

Plaintiff believes that the claims asserted in the Litigation, as set forth in the complaint filed in the Litigation, have merit. Plaintiff and Class Counsel (as defined below) recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Baker through motions practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Class Counsel are highly experienced in class-action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Class.

III. DENIAL OF WRONGDOING AND LIABILITY

Defendant denies each and all of the claims and contentions alleged against it in the Litigation. Defendant denies all charges of wrongdoing, injury, damages, or liability as alleged, or which could be alleged, in the Litigation. Nonetheless, Defendant, recognizing the uncertainty and risks inherent in litigation, has concluded that further litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiff, individually and on behalf of the Class, and Baker that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

As used in the Settlement Agreement, and its exhibits, whether preceding this section of the Agreement or thereafter, the following terms have the meanings specified below:

1.1 “Agreement” or “Settlement Agreement” means this agreement.

1.2 “Approved Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the Dispute Resolution process.

1.3 “Claims Administration” means providing notice to the Class Members and the processing and payment of claims received from Settlement Class Members by the Claims

Administrator as well as the performance of other administrative duties performed in service of this Agreement (as defined below).

1.4 “Claims Administrator” means Angeion a company experienced in administering class action claims and settlements generally and specifically those of the type provided for and made in data breach litigation.

1.5 “Claims Deadline” means the postmark and/or online submission deadline for Valid Claims (as defined below) pursuant to ¶ 2.1.

1.6 “Claim Form” means the form utilized by the Settlement Class Members to submit a Settlement Claim (as defined below). The Claim Form, subject to Court approval, will be substantially in the form shown in **Exhibit A** attached hereto, which will be available on both the Settlement Website (as defined below), and in paper format for Settlement Class Members who specifically request a paper copy.

1.7 “Costs of Claims Administration” means all reasonable, actual costs for Claims Administration. The costs of Claims Administration may be subject to a not to exceed amount.

1.8 “Court” means the District Court of Dallas County, Texas, 68th Judicial District.

1.9 “Data Incident” means the cybersecurity incident perpetrated against Baker giving rise to the Litigation.

1.10 “Effective Date” means the first date by which all of the events and conditions specified in ¶ 1.10 herein have occurred and been met.

1.11 “Final” means 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 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, or the Judgment

has been affirmed 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 for fees and expenses, or service award made in this case shall not affect whether the Judgment is "Final" as defined herein. Nor will any such modification or reversal affect any other aspect of the Judgment.

1.12 "Judgment" means a judgment rendered by the Court.

1.13 "Long Notice" means the long form notice of settlement posted on the Settlement Website, substantially in the form, subject to Court approval, shown in **Exhibit C** hereto.

1.14 "Objection Date" means the date by which Settlement Class Members must mail their objection to the settlement administrator for that objection to be effective. Objections must be postmarked no later than sixty (60) days after the date on which the notice program is completed. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.15 "Opt-Out Date" means the date by which Class Members must mail their requests to be excluded from the Class for that request to be effective. Written requests for exclusion must be postmarked no later than sixty (60) days after the date on which the notice program is completed. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.16 "Person" means an individual, corporation, partnership, limited partnership, limited liability company, partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assigns.

1.17 “Personal Information” means certain personal information, including but not limited to, full names, driver’s licenses, bank account information, and Social Security numbers, and health information.

1.18 “Plaintiff” or “Class Representative” means Katie Pleasant.

1.19 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering notice be provided to the Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached hereto as **Exhibit D**.

1.20 “Class Counsel” means the law firm of Milberg Coleman Bryson Phillips Grossman, PLLC.

1.21 “Released Claims” shall collectively mean any and all past, present, and future claims, petitions, complaints, suits, demands, charges, causes of action, lawsuits, or other proceedings whereby a Person may seek set-offs, costs, expenses, attorneys’ fees, losses, rights, obligations, debts, contract enforcement, penalties, damages, or liabilities against another of any nature whatsoever, and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, in law or equity, by statute or common law, matured or not yet matured, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties based on, relating to, concerning or arising out of the Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released

Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely and validly excluded themselves from the Class. Released claims shall not include any claims unrelated to the Data Incident that Plaintiff and Settlement Class Members have, or may have in the future, against Baker and, to avoid doubt, that Baker may have, or may have in the future, against Plaintiff or any Settlement Class Member related to the Data Incident.

1.22 “Released Parties” means Baker and all of its past, present, and future parent companies, partnerships, subsidiaries¹, affiliates, divisions, employees, servants, members, providers, partners, principals, directors, officers, shareholders, and owners, and all of their respective attorneys, heirs, executors, administrators, insurers, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, authorized agents, and assigns, and includes, without limitation, any Person related to any such entities who is, was, or could have been named as a defendant in the Litigation.

¹ Subsidiaries include: Baker Drywall Partnership, LLP, Baker Drywall Partnership, LLP (dba Baker Triangle), Baker Drywall Partnership, LLP (dba Baker Drywall), The Baker Drywall Partnership, LLP 401 (K) Plan, Baker Drywall, Ltd, Baker DI - Richardson, LLC, Baker Drywall Arizona, LP, Baker Drywall Austin, Ltd., Baker Drywall BCS, Ltd, Baker Drywall Co, Inc, Baker Drywall Dallas, Ltd., Baker Drywall Fort Worth, Ltd., Baker Drywall Houston, Ltd., Baker Drywall Investments, LLC, Baker Drywall IP, Ltd, Baker Drywall Louisiana, LLC, Baker Drywall Management, LLC, Baker Drywall Oklahoma, Ltd, Baker Drywall San Antonio, Ltd, Baker Family Management, LLC, Baker Family Property Company, Ltd, Baker Smith Liberty Hill Properties, LLC, Baker Triangle Prefab, Ltd, BD Drywall Management, LLC, BD Management Arizona, LLC, BD Management Austin, LLC, BD Management Dallas, LLC, BD Management Forth Worth, LLC, BD Management Houston, LLC, BD Management San Antonio, LLC, BDI Austin Halbert Drive, LLC, BDI Royce City Investments, LLC, BDI Shoreview, LLC, BDI Temple Investments, LLC, BFPC Corporate Legacy, LLC, BFPC-Austin, LLC, BFPC-Bosque Co, Ltd, BFPC-Dallas II, LLC, BFPC-Dallas, LLC, BFPC-Fort Worth, LLC, BFPC-Heath, LLC, BFPC-Houston, LLC, BFPC-Kentucky, LLC, BFPC-Mesquite, LLC, BFPC-San Antonio, LLC, Colorado 39R Property Company, LLC, FormTech Digital Building Solutions, Ltd, Kentucky Renaissance Fair, LLC, Oak Tree Land & Cattle, LLC, Quikshapes, Ltd, Resounding Mountain Marketing, LLC, SBB Leasing Company, Ltd, SBB Management, LLC (dba SBB Marketing), Triangle Plastering Fort Worth, Ltd, Triangle Plastering Management, LLC, Triangle Plastering, Ltd, WallCon Management, LLC, WallCon Texas, Ltd, WallCon, Ltd.

1.23 “Releasing Parties” means Plaintiff and all Settlement Class Members who do not timely and properly exclude themselves from the Settlement, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns.

1.24 “Settlement Claim” or “Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.25 “Class” means the individuals sent notice of the Data Incident by Baker. The Class specifically excludes: (i) Baker; and (ii) The judge presiding over this case and their staff and family. The class consists of approximately 16,021 persons.

1.26 “Settlement Benefit(s)” means all benefits and relief afforded to Settlement Class Members including reimbursement for Ordinary and Extraordinary Losses and lost time, credit monitoring, enhancements to Defendant’s data security and business practices intended to safeguard Personal Information from future cyberattacks, and any other benefits Class Members receive pursuant to this Agreement, including non-monetary benefits and relief, the Fee Award and Costs, Service Awards, and Administrative Expenses.

1.27 “Settlement Class” means all persons whose PII was compromised as a result of the Data Incident and/or who were notified by or on behalf of Baker and/or were intended to be notified by or on behalf of Baker that their information was compromised as a result of the Data Incident. The Settlement Class specifically excludes: (i) Baker and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity pertaining to the Data Incident or who pleads *nolo contendere* to any such charge.

1.28 “Settlement Class Member(s)” or “Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

1.29 “Settlement Website” means the website described in ¶ 3.2(c).

1.30 “Settling Parties” means, collectively, Baker and Plaintiff, individually and on behalf of the Settlement Class.

1.31 “Short Notice” means the content of the mailed notice to the proposed Settlement Class Members, substantially in the form as shown in **Exhibit B** attached hereto. The Short Notice will direct 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 costs, and the date of the Final Fairness Hearing (as defined below).

1.32 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Plaintiff, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, including the Unknown Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiff intends to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code § 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws §

20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

Settlement Class Members, including Plaintiff, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiff expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.33 “United States” means all 50 states, the District of Columbia, and all territories.

1.34 “Valid Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or dispute resolution process described in ¶ 2.5.

2. Settlement Benefits

2.1 Expense Reimbursement.

2.1.1 All Settlement Class Members who submit a valid Claim using the Claim Form are eligible to make a claim for ordinary out-of-pocket expenses (“Ordinary Losses”), not to exceed \$250 per Settlement Class Member, that were incurred as a result of the Data Incident: Ordinary Losses would include, without limitation and by way of example, 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 mailing of the notice of data breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. To receive reimbursement for any of the above-referenced Ordinary Losses, Settlement Class Members must submit a Valid Claim, including necessary supporting third party documentation, to the Claims Administrator.

2.1.2 Settlement Class Members who have spent at least one hour of lost time as a result of the Data Incident are also eligible to receive reimbursement for up to three (3) hours of lost time spent dealing with the Data Incident (calculated at the rate of \$25 per hour and not to exceed \$75 per person). To be valid, a claim for compensation for lost time must be supported by a written description of activities performed, examples of which will be provided on the Claim Form, and an attestation that the time claimed was reasonably related to responding to the effects of the Data Incident. This payment shall be included in the \$250.00 per person cap for Ordinary Losses.

2.1.3 Settlement Class Members are also eligible to receive reimbursement for documented Extraordinary Losses, not to exceed \$5,000 per Settlement Class Member for documented monetary loss if: (i) The loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the loss was more likely than not caused by the Data Breach; (iii) the loss was incurred after the date of the Data Breach; (iv) the loss is not already covered by one or more of the other reimbursement categories; and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. To receive reimbursement for

extraordinary losses, Settlement Class Members must submit a Valid Claim, including necessary supporting third party documentation, to the Claims Administrator.

2.1.4 Settlement Class Members seeking reimbursement under this ¶ 2.1 must complete and submit a Claim Form to the Claims Administrator, postmarked or submitted online on or before the 90th day after the deadline for the commencement of notice to Class Members as set forth in ¶ 3.2. The notice to the Settlement Class will specify this deadline and other relevant dates described herein. In submitting a Claim Form, a Settlement Class Member must affirm under the laws of the United States that information and documents submitted are true and correct. The Settlement Class Member must submit reasonable documentation that the out-of-pocket expenses and charges claimed were both actually incurred and plausibly arose from the Data Incident. Documentation supporting a claim for out-of-pocket expenses can include receipts or other documentation not “self-prepared” by the Settlement Class Member that documents 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 to other submitted documentation. Failure to provide supporting documentation of the out-of-pocket expenses referenced above, as requested on the Claim Form shall result in denial of a claim. For claims for lost time claimed by Settlement Class Members, the Settlement Class Member need only provide an attestation that the time claimed was spent responding to issues raised by the Data Incident and a description of how the time was spent.

2.2 Limitation on Reimbursable Expenses. Nothing in this Settlement Agreement shall be construed as requiring Baker to provide, and Baker shall not be required to provide, for a double payment for the same loss or injury that was reimbursed or compensated by any other source. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all

such amounts are not recoverable pursuant to the terms of the Settlement Agreement. The maximum amount payable to settlement class members for Ordinary Losses, time spent, credit monitoring, and Extraordinary Losses shall be \$500,000.00. In the event that the aggregate claimed amount of payments for ordinary unreimbursed losses, time spent, and extraordinary unreimbursed losses exceeds \$500,000.00, then the value of such payments shall be reduced on a pro rata basis, such that the aggregate value of all payments does not exceed \$500,000.00.

2.3 Identity Theft Protection. Settlement Class Members are eligible to claim one (1) year of identity theft protection services, which will include one credit bureau monitoring and \$1 million in identity theft insurance protections. No supporting documentation is necessary to receive this Settlement benefit.

2.4 Business Practices Changes. Baker will provide a confidential declaration to Class Counsel detailing the measures that Baker shall take or continue to implement regarding remediation efforts and security enhancements intended to protect Personal Information in its possession, and a valuation of such changes, which is estimated to be in excess of \$200,000. The costs associated with implementing and/or maintaining these Business Practice Enhancements are paid by Baker separate and apart from the \$500,000.00 cap on Ordinary Losses, time spent, credit monitoring, and Extraordinary Losses.

2.5 Dispute Resolution for Claims.

2.5.1 The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has provided all information needed to complete the Claim Form, including any third party documentation that may be necessary to reasonably support the expenses described in ¶ 2.1; and (iii) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has

suffered the claimed losses as a result of the Data Incident. The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require to evaluate the claim, *e.g.*, documentation requested on the Claim Form, information regarding the claimed unreimbursed costs, losses, or expenditures, available insurance and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof. (“Claim Supplementation”). The Claims Administrator’s initial review will be limited to a determination of whether the Claim is complete and plausible. For any claims the Claims Administrator determines to be implausible, the Claims Administrator will submit those claims to the Settling Parties through counsel. If the Settling Parties, mutually, do not agree with the Claimant’s claim, after meeting and conferring, then the Claim shall be denied.

2.5.2 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 Claims Administrator shall notify the claimant of the deficiency and request Claim Supplementation. The claimant shall have twenty-one (21) days from the date of a cure notice to cure the defect. If no Claim Supplementation is timely provided by the claimant, then the Claim will be deemed invalid and there shall be no obligation to pay the Claim.

2.5.3 Following receipt of additional information requested as Claim Supplementation, the Claims Administrator shall have ten (10) days to accept, in whole or lesser amount, or reject each Claim. If, after review of the Claim and all documentation submitted by the claimant, the Claims Administrator determines that such a Claim is facially valid, then the Claim shall be paid subject to ¶ 2.5.4. If the Claims Administrator determines that such a Claim is not facially valid, for any reason including without limitation that the claimant has not provided all information

needed to complete the Claim Form and enable the Claims Administrator to evaluate the Claim, then the Claims Administrator shall reject the Claim without any further notice or action.

2.5.4 The Claims Administrator shall administer and calculate distributions for Valid Claims. Class Counsel and counsel for Baker shall be given reports for the Valid Claims and have the right to challenge any such claim, including distributions thereunder. Within thirty (30) days of the Claims Deadline, the Claims Administrator shall provide the Settling Parties' counsel with a summary of Valid Claims, stating the types of claims, the total approved claim amounts by claim type, and a description of the support provided for claims for reimbursement for Out-of-Pocket and Extraordinary Losses. Within fifteen (15) days after receiving such summary, one or more of the Settling Parties may object to any claim and instruct the Claims Administrator to withhold approval of said Facially Valid Claim so that the objecting party may confer with opposing counsel and come to an agreement on approval or denial of the Settlement Class Member's claim. The Settling Parties' counsel's determination will be final.

2.5.5 Settlement Expenses. All costs for notice to the Settlement Class as required under ¶¶ 3.2, and costs of Claims Administration under ¶¶ 8.1, 8.2, and 8.3, shall be paid by Baker. If this Settlement Agreement is terminated or not approved, Baker will be responsible only for the costs specified above incurred by the date of termination or such non-approval.

2.6 Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Class provided for herein, will be vacated and the Litigation shall proceed as though the Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class

certification or any other issue. The Settling Parties' agreement to the certification of the Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved.

3. Order of Preliminary Approval and Publishing of Notice of Fairness Hearing

3.1. As soon as practicable after the execution of the Settlement Agreement Class Counsel shall submit this Settlement Agreement to the Court, and file a motion for preliminary approval of the Settlement with the Court requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit D**, or an order substantially similar to such form in both terms and cost, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only pursuant to ¶ 2.5;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Milberg Coleman Bryson Phillips Grossman, PLLC as Class Counsel;
- d) appointment of Plaintiff as Class Representative;
- e) approval of a customary form of Short Notice to be mailed by U.S. mail to Settlement Class Members in a form substantially similar to **Exhibit B**, attached hereto.
- f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to **Exhibit C**, attached hereto, which, together with the Short Notice, shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and

instructions for making claims to the extent contemplated herein, the requested attorneys' fees, and the date, time and place of the Final Fairness Hearing;

- g) approval of the Claim Form to be available on the Settlement Website for submitting claims and available, upon request, in a form substantially similar to **Exhibit A**, attached hereto; and
- h) appointment of Angeion as the Claims Administrator.

3.2 Notice shall be provided to Settlement Class Members by the Claims Administrator as follows:

- a) *Class Member Information*: Within ten (10) days of entry of the Preliminary Approval Order, Baker shall provide the Claims Administrator with the notice list used to notify the Class of the Data Incident, name and last known mailing address of each Settlement Class Member (collectively, "Class Member Information") that Baker and/or the Released Entities possess. The Claims Administrator shall utilize industry standard practices for verifying the names and addresses of Settlement Class Members prior to sending Notice.
- b) The Class Member Information and its contents shall be used by the Claims Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the Settlement as provided in this Agreement, or to provide data and information in its possession to the Settling Parties upon request, the Claims Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information.

- c) *Settlement Website:* Prior to the dissemination of the Short Notice, the Claims Administrator shall establish the Settlement Website, that will inform Settlement Class Members of the terms of this Agreement, their rights, relevant Settlement dates and deadlines, and related information. The Settlement Website shall include, .in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Agreement; (v) the operative Class Action Complaint filed in the Litigation; and (vi) any other materials agreed upon by the Settling Parties and/or required by the Court. The Settlement Website shall provide Settlement Class Members with the ability to complete and submit the Claim Form, and supporting documentation, electronically.
- d) *Short Notice:* Not later than thirty (30) days after entry of the Preliminary Approval Order, subject to the requirements of this Agreement and the Preliminary Approval Order, the Claims Administrator will provide notice to the Settlement Class members as follows:
- via direct mail to the postal address provided within the Class Member Information. Before any mailing under this paragraph occurs, the Claims Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS within thirty (30) days of entry of the Preliminary Approval Order;

- in the event that a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is not valid, and the envelope contains a forwarding address, the Claims Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice;
 - in the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Opt-Out Date and the Objection Date, a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is no longer valid, i.e., the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Claims Administrator shall perform a standard skip trace, in the manner that the Claims Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Claims Administrator will re-send the Short Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing.
- e) Not less than 30 days prior to the close of the claims period the Settlement Administrator shall send a reminder notice via U.S. Mail or Email to all Settlement Class Members who have not made a claim for benefits or excluded themselves from the Settlement.

- f) Publishing, on or before the date of mailing the Short Notice, the Claim Form and the Long Notice on the Settlement Website as specified in the Preliminary Approval Order, and maintaining and updating the Settlement Website throughout the claim period;
- g) A toll-free help line shall be made available to provide Settlement Class Members with information relevant to this Settlement through the Effective Date and longer if agreed upon by the Settling Parties;
- h) The Claims Administrator also will provide hard copies of the Short Notice, Long Notice, and paper Claim Form, as well as this Settlement Agreement, upon request to Class Members; and
- i) Contemporaneously with seeking Final approval of the Settlement, Class Counsel shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice.

3.3 The Short Notice, Long Notice, and other applicable communications to the Class may be adjusted by the Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval. The notice program shall be completed within thirty (30) days after entry of the Preliminary Approval Order.

3.4 Class Counsel shall request that after notice is completed, the Court hold a hearing (the “Final Fairness Hearing”) and grant final approval of the settlement set forth herein.

4. Opt-Out Procedures

4.1 Each Person wishing to opt-out of the Class shall individually sign and timely submit written notice of such intent to the designated Post Office box or email address established by the Claims Administrator. The written notice must clearly manifest a Person’s intent to be

excluded from the Class. To be effective, written notice must be postmarked or emailed no later than sixty (60) days after the date on which the notice program is completed pursuant to ¶ 3.2.

4.2 All Persons who submit valid and timely notices of their intent to be excluded from the Class, referred to herein as “Opt-Outs,” shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Class who do not request to be excluded from the Settlement Class (i.e., Settlement Class Members) in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3 In the event that within ten (10) days after the Opt-Out Date as approved by the Court, there have been more than one hundred (100) timely and valid Opt-Outs (i.e., exclusions) submitted, Baker may, by notifying Class Counsel and the Court in writing, void this Settlement Agreement. If Baker voids the Settlement Agreement pursuant to this paragraph, Baker shall be obligated to pay all settlement expenses already incurred, excluding any attorneys’ fees, costs, and expenses of Class Counsel and service awards and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation, excepting settlement expenses paid arising from acts of fraud by the party from whom recovery is sought.

5. Objection Procedures

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector’s full name, address, telephone number, and e-mail address (if any); (ii) 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 notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal

support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (vi) the objector's signature and, if applicable, 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 must be mailed and postmarked to the Claims Administrator to the physical address established by the Claims Administrator and identified in the Claim Form no later than (60) days from the date on which notice program is completed pursuant to ¶ 3.2. The Claims Administrator will forward, upon receipt, the objection to Class Counsel and counsel for Baker.

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 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 the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and any Judgment in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Texas Rules of Appellate Procedure and not through a collateral attack.

6. Releases

6.1 Upon the Effective Date, each Settlement Class Member, including Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiff, shall,

either directly, indirectly, representatively, as a member of or on behalf of the general public or in any other capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted against any one or more of the Released Parties.

6.2 Upon the Effective Date, Baker shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Plaintiff, each and all of the Settlement Class Members, and Class Counsel of all claims, including Unknown Claims, that arise out of or relate to the institution, prosecution, settlement, or resolution of the Litigation, except for enforcement of the Settlement Agreement. Notwithstanding the above, any other claims or defenses Baker may have against such Persons including, without limitation, any claims based upon any retail, banking, debtor-creditor, contractual, or other business relationship with such Persons not based upon the institution, prosecution, settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

6.3 Notwithstanding any term herein, neither Baker nor their Released Parties, shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Plaintiff, each and all of the Settlement Class Members, and Class Counsel.

7. Class Counsel's Attorneys' Fees, Costs, and Expenses; Service Award to Plaintiff

7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Plaintiff, as provided for in ¶¶ 7.2 and 7.3, until after the substantive terms of the settlement had been agreed upon, other than that Baker would not object to a request for

reasonable attorneys' fees, costs, expenses, and a service award to Plaintiff as may be ordered by the Court. Baker and Class Counsel then negotiated and agreed to the provision described in ¶ 7.2.

7.2 Baker has agreed not to object to a request by Class Counsel for attorneys' fees, inclusive of any costs and expenses of the Litigation, subject to Court approval, in an amount not to exceed \$245,000. Class Counsel, in their sole discretion, shall allocate and distribute any amount of attorneys' fees, costs, and expenses awarded by the Court. No Person shall have any claim against the Claims Administrator and/or Baker based on allocations or distributions of attorneys' fees, costs, and expenses by Class Counsel.

7.3 Subject to Court approval, Baker has agreed not to object to a request for a service award in the amount of \$1,500 to named Plaintiff.

7.4 If awarded by the Court, Baker shall pay the attorneys' fees, costs, expenses, and service awards to Class Counsel within thirty (30) days of the Effective Date. Class Counsel shall thereafter distribute the award of attorneys' fees, costs, and expenses among Class Counsel and the service award to Plaintiff consistent with ¶¶ 7.2 and 7.3. Baker and the Claims Administrator shall have no responsibility, liability, or other obligation concerning the distribution of attorneys' fees, costs and expenses among Class Counsel and service award to Plaintiff.

7.5 The amount(s) of any award of attorneys' fees, costs, and expenses, and the service award to Plaintiff, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. These payments will not in any way reduce the consideration being made available to the Settlement Class as described herein. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service awards ordered

by the Court to Class Counsel or Plaintiff shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

8. Administration of Claims

8.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶ 2.1. Class Counsel and Baker shall be given reports as to both claims and distribution and have the right to review and obtain supporting documentation to the extent necessary to resolve Claims Administration issues. The Claims Administrator's determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the process set forth in ¶ 2.5.

8.2 Checks or electronic payment (if selected by a Settlement Class Member) for approved Valid Claims shall be mailed and postmarked or electronically transferred within thirty (30) days of the Effective Date.

8.3 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise expressly allowed by law or the Settling Parties' written agreement, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

8.4 No Person shall have any claim against the Claims Administrator, Baker, Released Parties, Class Counsel, Plaintiff, and/or Baker's counsel based on distributions of benefits to Settlement Class Members.

8.5 Information submitted by Settlement Class Members in connection with submitted claims under this Settlement Agreement shall be deemed confidential and protected as such by the Claims Administrator, Class Counsel, and counsel for Baker.

9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) the Court has entered the Order of Preliminary Approval and Publishing of Notice of a Final Fairness Hearing, as required by ¶ 3.1;
- b) Baker has not exercised its option to terminate the Settlement Agreement pursuant to ¶ 4.3 or as otherwise permitted by this Settlement Agreement;
- c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- d) the Judgment has become Final, as defined in ¶ 1.11.

9.2 If all conditions specified in ¶ 9.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 9.4 unless Class Counsel and counsel for Baker mutually agree in writing to proceed with the Settlement Agreement.

9.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Class Counsel and to Baker's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

9.4 In the event that the Settlement Agreement or the releases set forth in ¶¶ 6.1, 6.2, and 6.3 above are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms: (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation

deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel; and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement.

10. Miscellaneous Provisions

10.1 The Settling Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement; and (ii) agree 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.

10.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall

have any liability to any other Party as it relates to the Litigation, except as set forth in the Settlement Agreement.

10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Parties may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order 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.

10.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.5 This Agreement contains the entire understanding between Baker and Plaintiff regarding the Settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Baker and Plaintiff in connection with the Settlement. Except as otherwise provided herein, each party shall bear its own costs. Any agreements reached between Baker, Plaintiff, and any third party, are expressly excluded from this provision.

10.6 Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiff to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to

enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

10.7 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

10.8 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

10.9 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.

10.10 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

10.11 As used herein, "he" means "he, she, or it;" "his" means "his, hers, or its," and "him" means "him, her, or it."

10.12 All dollar amounts are in United States dollars (USD).

10.13 Cashing a settlement check or accepting an electronic payment of a Settlement distribution is a condition precedent to any Settlement Class Member's right to receive settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void." If a check becomes void, the Settlement Class Member shall have until three (3) months after the

Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and Baker shall have no obligation to make payments to the Settlement Class Member for expense reimbursement under ¶ 2.1 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than two (2) months from the Effective Date, requests for re-issuance need not be honored after such checks become void.

10.14 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto execute this Settlement Agreement as established by their signatures below.

Dated: April 7, 2025

Respectfully submitted,


/s/ Katie Pleasant (Apr 7, 2025 15:53 CDT)

/s/ _____

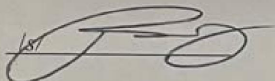
(2) months from the Effective Date, requests for re-issuance need not be honored after such checks become void.

10.14 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto execute this Settlement Agreement as established by their signatures below.

Dated: April 2, 2025

Respectfully submitted,

/s/ 

/s/ _____

EXHIBIT A

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

*Katie Pleasant v. Baker Drywall Partnership, LLC
d/b/a Baker Drywall*
Case No. DC-24-08266
District Court of Dallas County, Texas

**BAK
CLAIM**

DATA INCIDENT SETTLEMENT CLAIM FORM

GENERAL INSTRUCTIONS

You are included in the **Settlement Class** if your private information may have been impacted as a result of the Data Incident and/or you were notified by or on behalf of Baker and/or you were intended to be notified by or on behalf of Baker that your information was impacted as a result of the Data Incident.

Excluded from the Settlement Class are: (i) Baker and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity pertaining to the Data Incident or who pleads *nolo contendere* to any such charge.

Data Incident is the cybersecurity incident that Baker experienced on or about February 13, 2024.

THE SETTLEMENT BENEFITS

Settlement Class Members are not limited to one benefit. If you are eligible for multiple benefits, as described below, you may file a claim for each of them.

Identity Theft Protection Services. Settlement Class Members are eligible to claim one (1) year of identity theft protection services, which will include one credit bureau monitoring and \$1 million in identity theft insurance protections. No supporting documentation is necessary to receive this Settlement benefit.

Reimbursement for Ordinary Losses. Settlement Class Members are eligible to make a claim for ordinary out-of-pocket expenses ("Ordinary Losses"), not to exceed \$250 per Settlement Class Member, that were incurred as a result of the Data Incident. Ordinary Losses would include, without limitation and by way of example: (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 mailing of the notice of data breach, through the date of claim submission; and (v) miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

You must submit documentation, such as receipts, to verify the costs you incurred.

Lost Time Reimbursement. Settlement Class Members who have spent at least one hour of lost time as a result of the Data Incident are also eligible to receive reimbursement for up to three (3) hours of lost time spent dealing with the Data Incident (calculated at the rate of \$25 per hour and not to exceed \$75 per person). This benefit may be combined with Reimbursement for Ordinary Losses, subject to the \$250 cap per Settlement Class Member.

A claim for compensation for lost time must be supported by a written description of activities performed, and an attestation that the time claimed was reasonably related to responding to the effects of the Data Incident.

Reimbursement for Extraordinary Losses. Settlement Class Members are eligible to receive reimbursement for documented Extraordinary Losses, not to exceed \$5,000 per Settlement Class Member for documented monetary loss if: (i) The loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the loss was more likely than not caused by the Data Breach; (iii) the loss was incurred after the date of the Data Breach; (iv) the loss is not already covered by one or more of the other reimbursement categories; and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

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

*Katie Pleasant v. Baker Drywall Partnership, LLC
d/b/a Baker Drywall*
Case No. DC-24-08266
District Court of Dallas County, Texas

**BAK
CLAIM**

DATA INCIDENT SETTLEMENT CLAIM FORM

To receive reimbursement for extraordinary losses, Settlement Class Members must submit necessary supporting third party documentation. Documentation supporting a claim for out-of-pocket expenses can include receipts or other documentation not “self-prepared” by the Settlement Class Member that documents 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 to other submitted documentation.

SUBMITTING A CLAIM FORM

Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) to submit your Claim Form online and upload supporting documentation, if necessary. You may also print out and complete this Claim Form and submit it by U.S. mail to: Baker Data Incident Settlement, Attn: Claim Forms, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

The deadline to submit a Claim Form online is [\[Claims Deadline\]](#). If you are mailing your Claim Form, it must be mailed with a postmark date no later than [\[Claims Deadline\]](#).

Questions? Call 1-[XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX) Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

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

*Katie Pleasant v. Baker Drywall Partnership, LLC
d/b/a Baker Drywall
Case No. DC-24-08266
District Court of Dallas County, Texas*

**BAK
CLAIM**

DATA INCIDENT SETTLEMENT CLAIM FORM

I. 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.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID (if known)

II. IDENTITY THEFT PROTECTION SERVICES (AVAILABLE TO ALL CLASS MEMBERS)

Check this box if you would like to receive one year of one-bureau identity theft protection services, including up to \$1 million in identity theft insurance protections. Be sure to provide your email address in Section I above.

III. REIMBURSEMENT FOR ORDINARY LOSSES

Check this box if you are seeking reimbursement for **documented Ordinary Losses** that were incurred as a result of the Data Incident. **You must submit supporting documentation** demonstrating the actual unreimbursed expenses you are seeking reimbursement for.

This reimbursement is capped at \$250.00 per Settlement Class Member.

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

<i>Description of Documentation Provided</i>	<i>Amount</i>
<i>Example: Freezing credit reports</i>	<i>\$40</i>
TOTAL AMOUNT CLAIMED FOR ORDINARY LOSSES:	

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

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

Katie Pleasant v. Baker Drywall Partnership, LLC
d/b/a Baker Drywall
 Case No. DC-24-08266
 District Court of Dallas County, Texas

**BAK
CLAIM**

DATA INCIDENT SETTLEMENT CLAIM FORM

IV. REIMBURSEMENT FOR LOST TIME

Check this box if you are seeking reimbursement for actual time spent dealing with the Data Incident. You must have spent at least one full hour. You may claim up to 3 hours at \$25.00 per hour.

I swear and affirm that I spent (**check one**): 1 hour 2 hours 3 hours in response to the Data Incident, as described below:

Reimbursement for Lost Time may be combined with Reimbursement for Documented Out-Of-Pocket Expenses, as described above, subject to the \$250.00 cap.

V. REIMBURSEMENT FOR EXTRAORDINARY LOSSES

Check this box if you are seeking reimbursement for **actual, documented** monetary losses that were incurred as a result of the Data Incident. **You must submit supporting documentation** demonstrating the actual, unreimbursed losses you are seeking reimbursement for. Failure to provide supporting documentation shall result in denial of a claim. This reimbursement is capped at \$5,000 per Settlement Class Member.

Complete the table on the following page describing the supporting documentation you are submitting.

<i>Description of Documentation Provided</i>	<i>Amount</i>
<i>Example: Unauthorized purchases made with payment information compromised in the Data Incident</i>	<i>\$150</i>
TOTAL AMOUNT CLAIMED FOR EXTRAORDINARY LOSSES:	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

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

*Katie Pleasant v. Baker Drywall Partnership, LLC
d/b/a Baker Drywall*
Case No. DC-24-08266
District Court of Dallas County, Texas

**BAK
CLAIM**

DATA INCIDENT SETTLEMENT CLAIM FORM

VI. PAYMENT SELECTION

Please select **one** of the following payment options if you are seeking reimbursement under Sections III, IV, or V.

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.

VII. 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? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

EXHIBIT B

Notice of Proposed Class Action Settlement

If you are an individual who received notice from Baker Drywall about the cyberattack that occurred on or about February 13, 2024, a class action settlement may affect your rights.

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

For more information about the Settlement, how to submit a Claim Form, how to request exclusion from the Settlement, and how to object to the Settlement, please visit WEBSITE or call toll-free 1-XXX-XXX-XXXX.

Baker Data Incident Settlement
c/o Claims Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

«ScanString»
Postal Service: Please do not mark barcode

Notice ID: «Notice ID»
Confirmation Code: «Confirmation Code»
«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

A proposed settlement has been reached in a lawsuit entitled *Katie Pleasant v. Baker Drywall Partnership, LLC d/b/a Baker Drywall*, Case No. DC-24-08266, pending in the District Court of Dallas County, Texas, relating to the cyberattack on Baker that occurred on or about February 13, 2024, in which confidential information of Settlement Class Members was potentially accessed or obtained ("Data Incident"). 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 Incident.

Settlement Benefits. The following benefits are being made for Settlement Class Members: (1) Identity Theft Protection Services; (2) Reimbursement for Ordinary Losses up to \$250 per Settlement Class Member, including reimbursement for lost time spent dealing with the Data Incident up to \$75; (3) Reimbursement for Extraordinary Losses up to \$5,000 per Settlement Class Member. The maximum amount payable to Settlement Class Members for Ordinary Losses, time spent, credit monitoring, and Extraordinary Losses shall be \$500,000. The Defendant will also make business practices changes (estimated to be valued in excess of \$200,000). For complete information about the Settlement Benefits, please visit **WEBSITE**.

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 Approval Hearing. The Court will hold a Final Approval 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 attorneys' fees, costs and expenses of up to \$245,000, and a service award in the amount of \$1,500 for the named Plaintiff. 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.**

EXHIBIT C

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Katie Pleasant v. Baker Drywall Partnership, LLC d/b/a Baker Drywall
Case No. DC-24-08266
District Court of Dallas County, Texas

If your private information was impacted by a cybersecurity incident that Baker Drywall experienced in February 2024, a proposed class action settlement may affect your rights.

A state court has authorized this notice. This is not a solicitation from a lawyer.

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with Baker Drywall Partnership, LLC d/b/a Baker Drywall (“Baker” or “Defendant”), in a class action lawsuit concerning the cybersecurity incident that occurred on or about February 13, 2024. (“Settlement”).
- The lawsuit is captioned: *Katie Pleasant v. Baker Drywall Partnership, LLC d/b/a Baker Drywall*, Case No. DC-24-08266, pending in the District Court of Dallas County, Texas.
- Baker denies each and all of the claims and contentions alleged against it and denies all charges of wrongdoing or liability alleged (or which could be alleged) in the Litigation. Baker has agreed to a settlement to avoid the costs and risks associated with continuing this case.
- You are included in the Settlement Class if you are a Settlement Class Member. A Settlement Class Member is an individual who was notified by or on behalf of Baker that their information was impacted by the cybersecurity incident that affected Baker in February 2024
- Your rights are affected whether you act or don’t act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	<p>The only way to receive benefits from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Claims Administrator. You may also call or email the Claims Administrator to receive a paper copy of the Claim Form.</p>	<div></div> , 2025

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no benefits. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can hire your own legal counsel at your own expense.	_____, 2025
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	_____, 2025
DO NOTHING	Unless you opt out of the settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

WHAT THIS NOTICE CONTAINS

Click on a link below to jump to that Section:

[Basic Information](#)

[Who is in the Settlement](#)

[The Settlement Benefits](#)

[Submitting a Claim Form for Settlement Benefits](#)

[The Lawyers Representing You](#)

[Excluding Yourself from the Settlement](#)

[Commenting on or Objecting to the Settlement](#)

[The Court's Final Approval Hearing](#)

[If I Do Nothing](#)

[Getting More Information](#)

Basic Information

1. Why was this Notice issued?

The District Court of Dallas County, Texas, authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is captioned: *Katie Pleasant v. Baker Drywall Partnership, LLC d/b/a Baker Drywall*, Case No. DC-24-08266, pending in the District Court of Dallas County, Texas. The person that filed this lawsuit is called the “Plaintiff” (or “Class Representative”) and the entity they sued, Alan Ritchey, is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges the private information of Plaintiff and other putative class members was potentially accessed or obtained as a result of a cybersecurity incident that occurred on or about February 13, 2024.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are known as “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “class” or “class members.” One court resolves the lawsuit for all class members, except for those who opt out of the settlement. In this Settlement, the named Plaintiff and Class Representative is Katie Pleasant, and everyone included in this Litigation are Settlement Class Members.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or the Defendant. Plaintiff and the Defendant have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Settlement Class Members to receive benefits from the Settlement. The Plaintiff and Plaintiff’s attorneys think the Settlement is best for all Settlement Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The Settlement Class consists of all individuals, or their respective successors or assigns, who reside in the United States and to whom Defendant sent a notice concerning the Data Incident.

6. Are there exceptions to being included?

Yes. (i) Baker and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity pertaining to the Data Incident or who pleads nolo contendere to any such charge.

If you are not sure whether you are included in the Settlement Class, you can ask for free help by contacting the Claims Administrator by mail, email, or by calling toll-free.

Baker Data Incident Settlement
c/o Claims Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
[info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

The Settlement Benefits

7. What does the Settlement provide?

Baker has agreed to provide a number of benefits under the Settlement Agreement. You may file a claim for each benefit you are eligible for.

Identity Theft Protection Services. Settlement Class Members are eligible to claim one (1) year of identity theft protection services, which will include one credit bureau monitoring and \$1 million in identity theft insurance protections. No supporting documentation is necessary to receive this Settlement benefit.

Reimbursement for Ordinary Losses. Settlement Class Members are eligible to make a claim for ordinary out-of-pocket expenses (“Ordinary Losses”), not to exceed \$250 per Settlement Class Member, that were incurred as a result of the Data Incident. Ordinary Losses would include, without limitation and by way of example:

- (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 mailing of the notice of data breach, through the date of claim submission; and
- (v) miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

You must submit documentation, such as receipts, to verify the costs you incurred.

Lost Time Reimbursement. Settlement Class Members who have spent at least one hour of lost time as a result of the Data Incident are also eligible to receive reimbursement for up to three (3) hours of lost time spent dealing with the Data Incident (calculated at the rate of \$25 per hour and not to exceed \$75 per person). This benefit may be combined with Reimbursement for Ordinary Losses, subject to the \$250 cap per Settlement Class Member.

A claim for compensation for lost time must be supported by a written description of activities performed, and an attestation that the time claimed was reasonably related to responding to the effects of the Data Incident.

Reimbursement for Extraordinary Losses. Settlement Class Members are eligible to receive reimbursement for documented Extraordinary Losses, not to exceed \$5,000 per Settlement Class Member for documented monetary loss if:

- (i) The loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft;
- (ii) the loss was more likely than not caused by the Data Breach;
- (iii) the loss was incurred after the date of the Data Breach;
- (iv) the loss is not already covered by one or more of the other reimbursement categories; and
- (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

To receive reimbursement for Extraordinary Losses, Settlement Class Members must submit necessary supporting third party documentation. Documentation supporting a claim for out-of-pocket expenses can include receipts or other documentation not “self-prepared” by the Settlement Class Member that documents 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 to other submitted documentation.

If you have questions about any of these benefits, or how to file a claim, you can contact the Claims Administrator by mail, email, or by calling toll-free.

Baker Data Incident Settlement
c/o Claims Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
[info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
1-XXX-XXX-XXXX

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

9. What claims am I releasing if I stay in the Settlement Class?

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The “Releases” section of the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement is available for review at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Submitting a Claim Form for Settlement Benefits

10. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If you prefer, you can download the Claim Form from the website and mail it to the Claims Administrator at: Baker Data Incident Settlement, Attn: Claims, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

You may also contact the Claims Administrator to request a Claim Form by calling toll-free 1-XXX-XXX-XXXX, by emailing [info@ \[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com), or by writing to the address above.

11. What is the deadline for submitting a claim?

If you are submitting a Claim Form online, you must do so by [\[Claims Deadline\]](#). If you are submitting a claim by U.S. mail, the completed and signed Claim Form, along with any supporting documentation, must be mailed so it is postmarked no later than [\[Claims Deadline\]](#).

12. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on [\[Date\]](#), 2025. If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them.

Settlement benefits will be distributed if the Court grants final approval of the Settlement and after any appeals are resolved, or after the period to seek an appeal has expired.

The Lawyers Representing You

13. Do I have a lawyer in the case?

Yes, the Court appointed Milberg Coleman Bryson Phillips Grossman, PLLC, to represent you and other Class Members (“Class Counsel”).

14. Should I get my own lawyer?

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

15. How will Class Counsel be paid?

Class Counsel will seek Court approval for attorneys’ fees, costs and Litigation expenses in an amount not to exceed \$245,000. Also, Class Counsel will seek Court approval for a service award in the amount of \$1,500 to named Plaintiff. These fees and costs, as well as the costs of administration, will be paid by the Defendant.

Excluding Yourself from the Settlement

16. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right, if any, to separately sue the Defendant about the legal issues in this case, there are steps that you must take to exclude yourself from the Settlement Class. This is called requesting an exclusion from, or “opting out” of the Settlement Class. The deadline to submit a request for exclusion from the Settlement is [\[Opt-Out Deadline\]](#).

To exclude yourself from the Settlement, you must submit a written request for exclusion that includes the following information:

- the name of the Litigation: *Katie Pleasant v. Baker Drywall Partnership, LLC d/b/a Baker Drywall*, Case No. DC-24-08266, pending in the District Court of Dallas County, Texas;
- your full name;
- current address;
- personal signature; and
- the words “Request for Exclusion” or a clear and similar statement that you do not wish to participate in the Settlement.

Your request for exclusion must be mailed to the Claims Administrator at the address below, postmarked no later than **[Opt-Out Deadline]**.

Baker Data Incident Settlement
ATTN: Exclusion Request
P.O. Box 58220
Philadelphia, PA 19102

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

You may only exclude yourself— not any other person.

Commenting on or Objecting to the Settlement

17. How do I tell the Court if I like or do not like the Settlement?

If you are a Settlement Class Member and do not like a portion or all of the Settlement, you can object to it, if you choose. You can give reasons why you think the Court should not approve it. The Court will consider your views.

For an objection to be considered by the Court, the objection must include:

- (i) the objector’s full name, address, telephone number, and e-mail address (if any);
- (ii) 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 notice, copy of original notice of the Data Incident);
- (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;
- (iv) the identity of any and all counsel representing the objector in connection with the objection;
- (v) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and
- (vi) the objector’s signature and, if applicable, 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 and postmarked to the Claims Administrator no later than **[OBJECTION DATE]**.

Baker Data Incident Settlement
ATTN: Objection
P.O. Box 58220
Philadelphia, PA 19102

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 the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and any Judgment in the Litigation.

18. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court's Final Approval Hearing

19. When is the Court's Final Approval Hearing?

The Court will hold a final approval hearing on _____, 2025 at _____ : _____ **Central Time**, in Room **XXX** of the Dallas County District Court, located at **Address**.

At the final approval hearing, the Court will consider whether to approve the Settlement, how much attorneys' fees and costs to award to Class Counsel for representing the Settlement Class, and whether to award a Service Award to the Class Representative who brought this Litigation on behalf of the Settlement Class. The Court will also consider any objections to the Settlement.

If you are a Settlement Class Member, you or your attorney may ask permission to speak at the hearing at your own cost (*See Question 17*).

The date and time of this hearing may change without further notice. Please check **www.[SettlementWebsite].com** for updates.

20. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you file an objection, you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary for the Court to consider an objection that was filed on time.

If I Do Nothing

21. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will give up the rights described in **Question 9**, including your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties about the legal issues resolved by this Settlement. In addition, if you do nothing, you will not receive a benefit from this Settlement.

Getting More Information

22. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

If you have additional questions, you may contact the Claims Administrator by mail, email, or by calling toll-free.

Baker Data Incident Settlement
c/o Claims Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
[info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
1-XXX-XXX-XXXX

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Publicly filed documents can also be obtained by visiting the office of the Clerk of the Court, Cooke County District Court, 101 South Dixon, Room 207 Gainesville, TX 76240.

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

EXHIBIT D

CAUSE NO. DC-24-08266

KATIE PLEASANT, individually and on behalf of all others similarly situated, Plaintiff, v. BAKER DRYWALL PARTNERSHIP LLP D/B/A BAKER DRYWALL, Defendant.	IN THE DISTRICT COURT OF DALLAS COUNTY, TEXAS 68 th JUDICIAL DISTRICT
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[PROPOSED] PRELIMINARY APPROVAL ORDER

This matter coming before the Court on Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement, and with the Court being fully advised on the premises, the Court hereby finds and orders as follows:

1. Unless defined herein, all defined terms in this order shall have the respective meanings ascribed to the same terms in the settlement agreement (the "Agreement").
2. The Court has conducted a preliminary evaluation of the settlement set forth in the Agreement. Based on this preliminary evaluation, the Court finds that the Agreement meets all applicable requirements of Tex. R. Civ. P. 42 for settlement purposes only, including that the Settlement Class is sufficiently numerous, that there are questions of law and fact common to members of the Settlement Class that predominate, that the representative parties fairly and adequately protect the interests of the class and that class treatment is an appropriate method for the fair and efficient adjudication of the controversy.
3. The Court further finds that: (i) there is a good cause to believe that the settlement is fair, reasonable and adequate, (ii) the Agreement has been negotiated at arm's length between

experienced attorneys familiar with the legal and factual issues of this case and (iii) the settlement warrants notice of its material terms to the Settlement Class for their consideration and reaction. Therefore, the Court grants preliminary approval of the Settlement.

4. Pursuant to Section 42 of the Texas Code of Civil Procedure, and for settlement purposes only, the Court certifies the following Settlement Class:

all persons whose PII was compromised as a result of the Data Incident and/or who were notified by or on behalf of Baker and/or were intended to be notified by or on behalf of Baker that their information was compromised as a result of the Data Incident, excluding those who timely and validly request exclusion from the Class.

5. For settlement purposes only, the Court hereby approves the appointment of Plaintiff Katie Pleasant as Class Representative.

6. For settlement purposes only, the Court hereby approves the appointment of (i) John J. Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC finds that he is competent and capable of exercising the responsibilities of Class Counsel.

7. On _____, 2025 at ____a.m./p.m., this Court will hold a final approval hearing on the fairness, adequacy and reasonableness of the Agreement and to determine whether: (a) final approval of the Agreement should be granted and (b) Class Counsel's application for attorney's fees and expenses and an incentive award to the Class Representative should be granted. No later than 14 days prior to the deadline to opt out of or object to the Settlement Plaintiff must file any papers in support of Class Counsel's application for attorneys' fees and the Enhancement Award to the Class Representatives, and no later than 14 days prior to Final Approval Hearing Plaintiff must file any papers in support of final approval of the Agreement and in response to any objections.

8. Pursuant to the Agreement, Angeion Group, LLC is hereby appointed as the Settlement Administrator and shall be required to perform all of the duties of the Settlement

Administrator as set forth in the Agreement or this Order.

9. The Court approves the proposed plan for giving notice to the Settlement Class, as fully described in the Agreement. The plan for giving notice, in form, method and content, fully complies with the requirements of Texas laws and due process and is due and sufficient notice to all persons entitled thereto.

10. The Court hereby directs the parties and Settlement Administrator to complete all aspects of the notice plan no later than 30 days after entry of this Order (the “Notice Deadline”).

11. All persons who meet the definition of the Settlement Class and who wish to exclude themselves from the Settlement Class must submit their request for exclusion in writing no later than the Objection/Exclusion deadline, which is 60 days after the Notice Deadline. Any Settlement Class Member who fails to timely and properly exclude themselves from the Settlement through the procedure outlined in the Notice shall be deemed to remain a Settlement Class Member and shall be bound as a Settlement Class Member by the Agreement. Settlement Class Members shall be bound by all determinations and orders pertaining to the Agreement, including the release of all claims to the extent set forth in the Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided and as provided in the Agreement. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated or subsequently initiate litigation or other proceedings against Defendant or the Released Parties relating to the claims released under the terms of the Agreement.

12. Any member of the Settlement Class who intends to object to the Agreement must include in his or her written objection: (i) the objector’s full name, address, telephone number, and e-mail address (if any); (ii) 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 notice, copy of

original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (vi) the objector's signature and, if applicable, the signature of the objector's duly authorized attorney or other duly authorized representative.

13. Any Settlement Class Member who fails to timely file a written objection with the Court in accordance with the terms of this Order and as detailed in the Notice, and at the same time provide copies to designated counsel for the parties, shall not be permitted to object to the Agreement at the final approval hearing, and shall be foreclosed from seeking any review of the Agreement by appeal or other means and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other action or proceeding.

14. Class Members who wish to participate in the settlement and receive their share of the settlement proceeds shall complete and submit a claim form in accordance with the terms and conditions of the Agreement. The Settlement Administrator shall accept and process claim forms in accordance with the Agreement.

15. The certification of the Settlement Class shall be binding only with respect to the Settlement of the Action. In the event that the Agreement fails to become effective, is overturned on appeal or does not become final for any reason whatsoever, the parties shall be restored to their respective positions in the Action as of the date of the signing of the Agreement, and no reference to the Settlement Class, the Agreement or any documents, communications or negotiations related in any way thereto shall be made for any purpose.

17. Pending the final determination of the fairness, reasonableness and adequacy of the Settlement, no Settlement Class Member may prosecute, institute, commence or continue any

lawsuit (individual action or class action) with respect to the Released Claims against any of the Released Parties.

18. A “Final Approval Hearing” shall be held before the Court on ____, at ____ a.m. for the following purposes:

- a. to determine whether the Settlement is fair, reasonable and adequate and should be approved by the Court;
- b. to determine whether the judgment as provided under the Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing claims released in the Agreement;
- c. to consider the application for an award of attorney’s fees, costs and expenses of Class Counsel;
- d. to consider the application for Service Awards to the Class Representatives;
- e. to consider the distribution of court-approved attorneys’ fees and any Service Awards, as well as any settlement funds to claiming class members pursuant to the Agreement; and
- f. to rule upon such other matters as the Court may deem appropriate.

19. The Final Approval Hearing may be postponed, adjourned, transferred or continued by order of the Court without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a judgment approving the Agreement and a Final Approval Order in accordance with the Agreement that adjudicates the rights of all Settlement Class Members.

20. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

21. All discovery and other proceedings in the Action as between Plaintiff and Defendant are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Agreement and this Order.

22. For clarity, the deadlines set forth above and in the Agreement are as follows:

Notice Deadline: 30 Days after Preliminary Approval

Motion for Final Approval: 14 Days before Final Approval Hearing

Motion for Service Award, Attorneys' Fees and Costs: 14 Days before the deadline for Class Members to Opt-Out or Object

Opt-Out Deadline: 60 Days after Notice Deadline

Objection Deadline: 60 Days after Notice Deadline

Claim Deadline: 90 Days after Notice Deadline

IT IS ORDERED.

ENTERED:_____

JUDGE:_____

Baker Drywall Settlement Agreement 3.27.25

Final Audit Report

2025-04-07

Created:	2025-03-27
By:	Elizabeth Roberts (eroberts@milberg.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYZf2kXFO-omlDnA7Heg-D4QnYn1Amb9-

"Baker Drywall Settlement Agreement 3.27.25" History








-  Document created by Elizabeth Roberts (eroberts@milberg.com)
2025-03-27 - 7:17:46 PM GMT
-  Document emailed to Katie Pleasant (pleasantcpa@gmail.com) for signature
2025-03-27 - 7:17:53 PM GMT
-  Email viewed by Katie Pleasant (pleasantcpa@gmail.com)
2025-03-28 - 10:36:47 PM GMT
-  New document URL requested by Katie Pleasant (pleasantcpa@gmail.com)
2025-04-07 - 8:53:07 PM GMT
-  Email viewed by Katie Pleasant (pleasantcpa@gmail.com)
2025-04-07 - 8:53:18 PM GMT
-  Document e-signed by Katie Pleasant (pleasantcpa@gmail.com)
Signature Date: 2025-04-07 - 8:53:41 PM GMT - Time Source: server
-  Agreement completed.
2025-04-07 - 8:53:41 PM GMT

EXHIBIT 2

CAUSE NO. DC-24-08266

KATIE PLEASANT, individually and
on behalf of all others similarly
situated,

Plaintiff,

v.

BAKER DRYWALL PARTNERSHIP
LLP D/B/A BAKER DRYWALL,

Defendant.

IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

68th JUDICIAL DISTRICT

**DECLARATION OF STEPHANIE SAUNDERS OF ANGEION GROUP, LLC
RE: PROPOSED NOTICE PLAN**

I, Stephanie Saunders, declare and state as follows:

1. I am Vice President of Class Action and Mass Tort Services at the class action notice and claims administration firm Angeion Group, LLC (“Angeion”). Angeion specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans.

2. I have personal knowledge of the matters stated herein. I am over 21 years of age and am not a party to this action.

3. I am a licensed attorney in the state of Pennsylvania and was a practicing class action attorney for over eight years at a nationally recognized litigation firm. Before practicing law, I gained extensive experience in marketing and advertising within the media and publishing industry, as well as at one of the largest financial institutions in the United States.

4. I have been involved in the planning of a multitude of court-approved notice and administration programs, both during my practice of law and in my current role, including some of the largest and most complex notice plans implemented by Angeion.

5. By way of background, Angeion is an experienced class action notice and claims administration company formed by a team of executives that have had extensive tenures at five other nationally recognized claims administration companies. Collectively, the management team at Angeion has overseen more than 2,000 class action settlements and distributed over \$15 billion to class members. The executive profiles as well as the company overview are available at www.angeiongroup.com.

6. As a class action administrator, Angeion has regularly been approved by both federal and state courts throughout the United States and abroad to provide notice of class actions and claims processing services. A comprehensive summary of judicial recognition Angeion has received is attached hereto as **Exhibit A**.

7. Angeion has extensive experience administering data incident settlements, notably:

Case	Case No.	Court
Abubaker v. Dominion Dental USA Inc.	1:19-cv-01050	E.D. Va.
Adkins v. Facebook Inc.	3:18-cv-05982	N.D. Cal.
Alexander et al. v. Otis R Bowen Center for Human Services Inc.	43D04-2104-CT-000019	Ind. Super. Ct.
Baldwin v. James Mitchell PhD et al.	CV-2018-900302.00	Ala. Cir. Ct.
Carr et al. v. Beaumont Health et al.	2020-181002-NZ	Mich. Cir. Ct.
Clark v. Experian Information Solutions, Inc.	3:16-cv-00032	E.D. Va.
Cotter v. Checkers Drive-In restaurants Inc.	8:19-cv-01386	M.D. Fla.
Culbertson v. Deloitte Consulting LLP	1:20-cv-03962	S.D.N.Y.
Devine v. Health Aid of Ohio Inc.	CV-21-948117	Ohio Ct. Com. Pl.
Friske v Bonnier Corporation	2:16-cv-12799	E.D. Mich.
Gaston et al. v. FabFitFun Inc.	2:20-cv-09534	C.D. Cal.
Goetz v. Benefit Recovery Specialists Inc.	2020CV000550	Wis. Cir. Ct.
Heath et al. v. Insurance Technologies Corp. and Zywave Inc.	3:21-cv-01444	N.D. Tex.
Hough v. Navistar Inc.	2021L001161	Ill. Cir. Ct.
Hozza v. PrimoHoagies Franchising Inc.	1:20-cv-04966	D.N.J.
In re: 21st Century Oncology Customer Data Security Breach Litigation	8:16-md-02737	M.D. Fla.
In re: Ashley Madison Customer Data Security Breach Litigation	4:15-md-02669	E.D. Mo.
In re: Citrix Data Breach Litigation	0:19-cv-61350	S.D. Fla.
In re: Google Plus Profile Litigation	5:18-cv-06164	N.D. Cal.
In re: Hanna Andersson and Salesforce.com Data Breach Litigation	3:20-cv-00812	N.D. Cal.

Case	Case No.	Court
In re: Herff Jones Data Breach Litigation	1:21-cv-01329	S.D. Ind.
In re: Home Depot, Inc., Customer Data Security Breach Litigation	1:14-md-02583	N.D. Ga.
Llamas et al. v. TrueFire LLC and TrueFire Inc.	8:20-cv-00857	M.D. Fla.
Madrid et al. v. Golden Valley Health Centers	20-CV-01484	Cal. Super. Ct.
McKenzie v Allconnect Inc.	5:18-cv-00359	E.D. Ky.
Nelson et al. v. Idaho Central Credit Union	CV03-20-00831/CV03-20-03221	Idaho Jud. Dist.
Newman v. JM Bullion Inc.	BCV-21-100436	Cal. Super. Ct.
Pagoaga v Stephens Institute d/b/a Academy of Art University	CGC 16-551952	Cal. Super. Ct.
Pygin v. Bombas LLC et al.	4:20-cv-04412	N.D. Cal.
Remijas et al. v. Neiman Marcus Group LLC	1:14-cv-01735	N.D. Ill.
Riggs v. Kroto Inc., d/b/a iCanvas	1:20-cv-05822	N.D. Ill.
Rivera v Aimbridge Hospitality, LLC	2018-CA-7870	Fla. Cir. Ct.
Sackin, et al. v. TransPerfect Global, Inc.	1:17-cv-01469	S.D.N.Y.

DATA SECURITY & INSURANCE

8. Angeion recognizes the critical need to secure our physical and network environments and protect data in our custody. It is our commitment to these matters that has made us the go-to administrator for many of the most prominent data security matters of this decade. We are continuously improving upon our robust policies, procedures, and infrastructure by periodically updating data security policies as well as our approach to managing data security in response to changes to physical environment, new threats and risks, business circumstances, legal and policy implications, and evolving technical environments.

9. Angeion's privacy practices are compliant with the California Consumer Privacy Act, as currently drafted. Consumer data obtained for the delivery of each project is used only for the purposes intended and agreed in advance by all contracted parties, including compliance with orders issued by State or Federal courts as appropriate. Angeion imposes additional data security measures for the protection of Personally Identifiable Information (PII) and Personal Health Information (PHI), including redaction, restricted network and physical access on a need-to-know basis, and network access tracking. Angeion requires background checks of all employees, requires background checks and ongoing compliance audits of its contractors, and enforces standard

protocols for the rapid removal of physical and network access in the event of an employee or contractor termination.

10. Data is transmitted using Transport Layer Security (TLS) 1.3 protocols. Network data is encrypted at rest with the government and financial institution standard of AES 256-bit encryption. We maintain an offline, air-gapped backup copy of all data, ensuring that projects can be administered without interruption.

11. Further, our team conscientiously monitors the latest compliance requirements, such as General Data Protection Regulation (GDPR), HIPAA, Payment Card Industry Data Security Standard, and others, to ensure that our organization is meeting all necessary regulatory obligations as well as aligning to industry best practices and standards set forth by frameworks like CIS and NIST. Angeion is cognizant of the ever-evolving digital landscape and continually improves its security infrastructure and processes, including partnering with best-in-class security service providers. Angeion's robust policies and processes cover all aspects of information security to form part of an industry leading security and compliance program, which is regularly assessed by independent third parties. Angeion is also committed to a culture of security mindfulness. All employees routinely undergo cybersecurity training to ensure that safeguarding information and cybersecurity vigilance is a core practice in all aspects of the work our teams complete.

12. Angeion currently maintains a comprehensive insurance program, including sufficient Errors & Omissions coverage.

SUMMARY OF THE NOTICE PLAN

13. This declaration will describe the proposed Notice Plan for the Settlement Class that, if approved by the Court, Angeion will implement in this matter. The Notice Plan provides for sending direct notice via mail to all reasonably identifiable Settlement Class Members, along with the implementation of a dedicated Settlement Website and toll-free telephone line where Settlement Class Members can learn more about their rights and options pursuant to the terms of the Settlement.

DIRECT NOTICE

Class Member Information

14. Angeion will receive, review, and analyze the Class Member Information provided by the Defendant. Angeion performs a thorough analysis to identify duplicative records, as well as missing/incomplete data fields. Angeion will then assign identification numbers to each unique record, which will comprise the final Settlement Class Member list (“Class List”).

Mailed Notice

15. As part of the Notice Plan, Angeion will send the Short Notice via USPS first-class mail, postage pre-paid, to all Settlement Class Members for whom mailing addresses are included on the Class List.

16. Angeion will employ the following best practices to increase the deliverability rate of the Short Notices: (i) Angeion will cause the mailing address information for Settlement Class Members to be updated utilizing the USPS National Change of Address database, which provides updated address information for individuals or entities who have moved during the previous four years and filed a change of address with the USPS; (ii) Short Notices returned to Angeion by the USPS with a forwarding address will be re-mailed to the new address provided by the USPS; (iii) Short Notices returned to Angeion by the USPS without forwarding addresses will be subjected to an address verification search (commonly referred to as “skip tracing”) utilizing a wide variety of data sources, including public records, real estate records, electronic directory assistance listings, etc., to locate updated addresses; and (iv) Short Notices will be re-mailed to Settlement Class Members for whom updated addresses were identified via the skip tracing process.

Reminder Notice

17. Pursuant to the terms of the Settlement, Angeion will cause a reminder notice to be sent via email or mail to all Settlement Class Members who have not made a claim for Settlement benefits or excluded themselves from the Settlement.

SETTLEMENT WEBSITE & TOLL-FREE TELEPHONE SUPPORT

18. The Notice Plan provides for the creation of a case-specific Settlement Website where Settlement Class Members can easily and securely submit a Claim Form and upload

supporting documentation via a customized secure online portal. The Settlement Website will also provide Settlement Class Members with general information about this Settlement, including (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) the Settlement Agreement; (v) the operative Class Action Complaint filed in the Litigation; and (vi) any other materials agreed upon by the Settling Parties and/or required by the Court. The Settlement Website will also have a “Contact Us” page whereby Settlement Class Members can send a message with any additional questions to a dedicated email address.

19. The Settlement Website will be designed to be ADA-compliant and optimized for mobile visitors so that information loads quickly on mobile devices. Additionally, the Settlement Website will be designed to maximize search engine optimization through Google and other search engines. Keywords and natural language search terms will be included in the Settlement Website’s metadata to maximize search engine rankings.

20. A toll-free help line devoted to this case will be implemented to further apprise Settlement Class Members of their rights and options pursuant to the terms of the Settlement. The toll-free help line will utilize an interactive voice response (“IVR”) system to provide Settlement Class Members with responses to frequently asked questions and provide essential information regarding the Settlement. This help line will be accessible 24 hours a day, 7 days a week.

21. Additionally, Settlement Class Members will be able to leave a voicemail with their name and address if they want the Long Form Notice and/or Claim Form mailed to them.

FRAUD DETECTION

22. Angeion has developed and deployed a real-time fraud detection system, AngeionAffirm, which is the first and only comprehensive solution to identify fraud in real time based on both state-of-the-art technology and analysis of over a decade of historical claims data. AngeionAffirm was developed to combat the rising tide of fraudulent claims in class action settlements and the increasingly sophisticated technologies and techniques used by fraudulent actors in their attempt to perpetuate fraud, and will be implemented to detect fraudulent claim submissions in this Settlement.

23. Courts have recognized the success of AngeionAffirm. By way of example, in the Court's July 26, 2024, Report and Recommendation, United States Magistrate Judge Stewart D. Aaron stated, "The Court finds that the claims process administered by Angeion has integrity and has been carried out in a diligent and thorough manner...Based upon the Court's review of the record, the Court finds that Angeion has taken prudent and necessary steps to address the fraudulent claims submitted in this case... Angeion's fraud detection system is robust and appropriately designed to weed out fraudulent claims." (*See In re: Novartis and Par Antitrust Litigation*, No. 1:18-cv-04361-AKH-SDA, S.D.N.Y, Report and Recommendation, ECF No. 667).

CONCLUSION

24. The Notice Plan outlined above includes direct notice via mail to all reasonably identifiable Settlement Class Members, combined with the implementation of a dedicated Settlement Website and toll-free help line to further inform Settlement Class Members of their rights and options in the Settlement.

25. In my professional opinion, the Notice Plan described herein will provide full and proper notice to Settlement Class Members before the claims, opt-out, and objection deadlines. Moreover, it is my professional opinion that the Notice Plan is the best practicable notice under the circumstances, fulfilling all due process requirements, and the requirements of Texas Rule of Civil Procedure 42(e).

26. After the Notice Plan has concluded, Angeion will provide a final report verifying its effective implementation to this Court.

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

Dated: April 8, 2025


STEPHANIE SAUNDERS

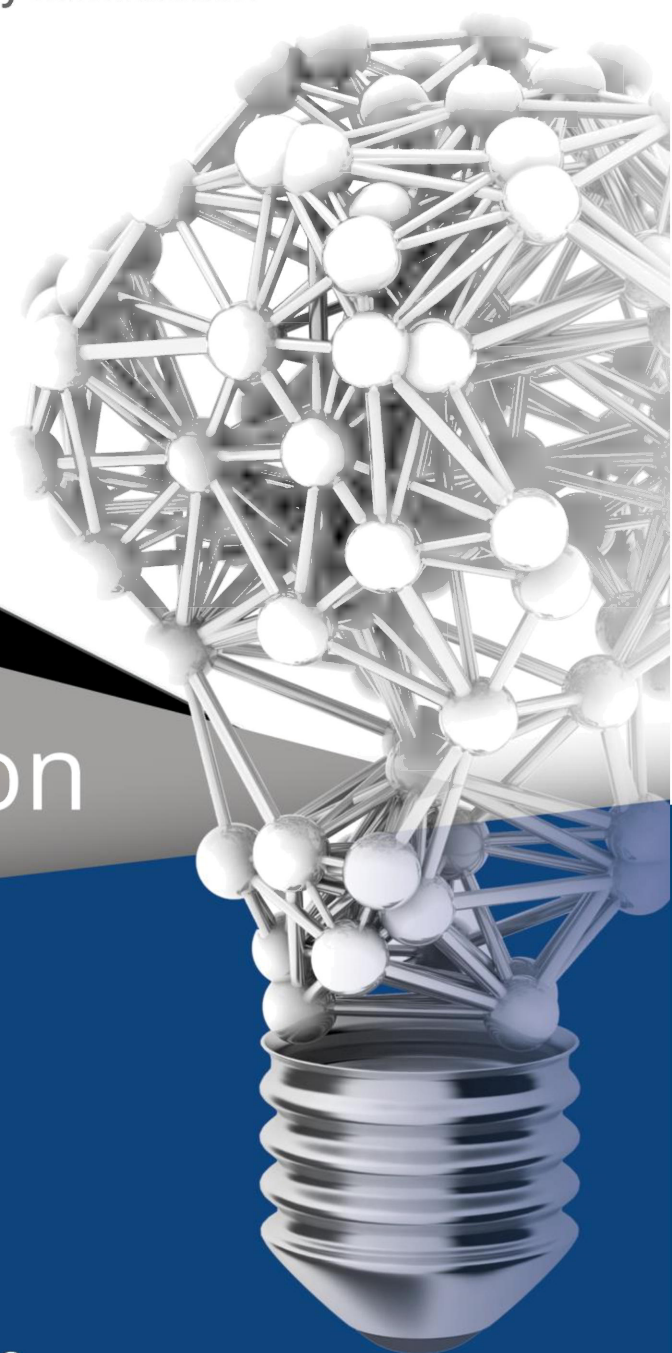
Exhibit A

INNOVATION

IT'S PART OF OUR DNA

Class Action Administration | Mass Arbitration Administration
Mass Tort Services | Regulatory Remediation

Judicial Recognition



IN RE: NOVARTIS AND PAR ANTITRUST LITIGATION

Case No. 1:18-cv-04361-AKH-SDA (S.D.N.Y.)

The Honorable Stewart D. Aaron, United States Magistrate Judge, Southern District of New York (July 26, 2024): The Court finds that the claims process administered by Angeion has integrity and has been carried out in a diligent and thorough manner...Based upon the Court's review of the record, the Court finds that **Angeion has taken prudent and necessary steps to address the fraudulent claims submitted in this case... Angeion's fraud detection system is robust and appropriately designed to weed out fraudulent claims.**

IN RE: FACEBOOK, INC. CONSUMER PRIVACY USER PROFILE LITIGATION

Case No. 3:18-md-02843 (N.D. Cal.)

Meta agreed to pay \$725 million to settle allegations that the social media company allowed third parties, including Cambridge Analytica, to access personal information. Angeion undertook an integrated in-app notification and media campaign to a class in the hundreds of millions of individuals and processed 28.6 million claims, the most claims filed in the history of class action. In fact, during the September 7, 2023 Final Approval Hearing, U.S. District Judge Chhabria acknowledged the record number of claims filed, stating, **"I was kind of blown away by how many people made claims."**

BRAUN v. THE PHILADELPHIA INQUIRER, LLC

Case No. 2:22-cv-04185 (E.D. Pa.)

The Honorable John M. Younge (August 8, 2024): 16. The proposed form and manner of notice to members of the Settlement Class set forth in the Weisbrot Declaration...along with the proposed methods of dissemination of notice described therein, satisfy the requirements of Rule 23(e) and due process, are otherwise fair and reasonable, and therefore are approved.

GUIDA v. GAIA, INC.

Case No. 1:22-cv-02350 (D. Colo.)

The Honorable Gordon P. Gallagher (July 19, 2024): The Court has carefully considered the forms and methods of notice to the Settlement Class set forth in the Settlement ("Notice Plan"). The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances and fully satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the requirements of due process, and the requirements of any other applicable law...The Court further finds that the Notice constitutes valid, due, and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. Accordingly, the Court finds that no notice other than that specifically identified in the Settlement is necessary in this Action.

FERNANDEZ v. CORELOGIC CREDCO, LLC

Case No. 3:20-cv-01262 (S.D. Cal.)

The Honorable Jeffrey T. Miller (June 20, 2024): The court approved notice of this class action and proposed settlement in the June 16, 2024, Preliminary Approval Order. The Agreement called for sending the Notice directly to class members through email ("email notice") and/or via U.S. Mail. ("notice packet"). In support of his Motions, Plaintiff has filed the Declaration of Lacey Rose, who is employed as a "Senior Project Manager with Angeion," and the Declaration of Steven Weisbrot, the President and Chief Executive Officer of Angeion, the Settlement Administrator retained in this matter. See generally, Doc. No. 316-5, Doc. No. 329. Both declarations detail the actions taken by the Administrator...Accordingly, **the court determines that the Notice in the case was copious, impressive, more than adequate**, and satisfied both the requirements of Rule 23 and due process, giving the settlement class members adequate notice of the Settlement.

JONES v. VARSITY BRANDS, LLC

Case No. 2:20-cv-02892 (W.D. Tenn.)

The Honorable Sheryl H. Lipman (June 18, 2024): Indirect Purchasers have retained Angeion to serve as Settlement Administrator...*Angeion has designed a multi-layered sophisticated plan* using a combination of Internet, email, publication, social media...The Notice Plan adequately appries all potential class members of the terms of the Settlement Agreement, provides the opportunity to make informed decisions, and comports with due process.

SALINAS v. BLOCK, INC.

Case No. 3:22-cv-04823 (N.D. Cal.)

The Honorable Sallie Kim (June 3, 2024): The Court...(b) finds and determines that emailing the Summary Notice, reminder emails to Class Members (if available), and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, supplemented by any social media and print media advertisements deemed appropriate by the Parties (i) constitutes the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action...(iii) constitutes due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.

ESPOSITO v. CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

Case No. MID-L-006360-23 (N.J. Super. Ct.)

The Honorable Ana C. Viscomi (April 26, 2024): The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort, as well as appropriate reminder notices; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members...(d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of N.J. Ct. R. R. 4:32-1 and 4:32-2, Due Process under the U.S. Constitution, and any other applicable law.

KUKORINIS v. WALMART, INC.

Case No. 8:22-cv-02402 (M.D. Fla.)

The Honorable Virginia M. Hernandez Covington (January 19, 2024): The Notice Plan, including the form of the notices and methods for notifying the Settlement Class of the Settlement and its terms and conditions...a. meet the requirements of the Federal Rules of Civil Procedure (including Rule 23 (c)-(e)), the United States Constitution (including the Due Process Clause), and the Rules of this Court; b. constitute the best notice to Settlement Class Members practicable under the circumstances...

LE v. ZUFFA, LLC

Case No. 2:15-cv-01045 (D. Nev.)

The Honorable Richard F. Boulware, II (November 17, 2023): The proposed Notice Plan, including the proposed forms and manner of notice, constitutes the best notice practicable under the circumstances and satisfies the requirements of due process and Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure.

IN RE: KIA HYUNDAI VEHICLE THEFT MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION

Case No. 8:22-ml-03052 (C.D. Cal.)

The Honorable James V. Selna (October 31, 2023): The Court has considered the form and content of the Class notice program and finds that the Class notice program and methodology as described in the Settlement Agreement (a) meet the requirements of due process and Federal Rules of Civil Procedure 23(c) and (e); (b) constitute the best notice practicable under the circumstances to all persons entitled to notice; and (c) satisfies the constitutional requirements regarding notice.

AMANS v. TESLA, INC.

Case No. 3:21-cv-03577 (N.D. Cal.)

The Honorable Vince Chhabria (October 20, 2023): The Court further finds that the Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due, and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated, under all circumstances, to apprise members of the Settlement Class of the pendency of this case, the terms of the Settlement Agreement, the right to object to the Settlement, and the right to exclude themselves from the Settlement Class.

IN RE: PHILLIPS RECALLED CPAP, BI-LEVEL PAP, AND MECHANICAL VENTILATOR PRODUCTS LITIGATION

Case No. 2:21-mc-01230 (MDL No. 3014) (W.D. Pa.)

The Honorable Joy Flowers Conti (October 10, 2023): The Court finds that the method of giving notice to the Settlement Class ("Notice Plan")...(a) constitute the best notice practicable under the circumstances, (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms and benefits of the proposed Settlement...(c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and any other persons entitled to receive notice, (d) meet all applicable requirements of law, including, but not limited to, 28 U.S.C. § 1715, Rule 23(c), the Due Process Clause(s) of the United States Constitution, and any other applicable laws...

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION

Case No. 2:18-mn-02873 (D.S.C.)

The Honorable Richard Mark Gergel (August 29, 2023): The Court also approves the proposed Notice Plan set forth in Exhibit C to the Settlement Agreement...The proposed Notice Plan is the best practicable notice under the circumstances of this case; is reasonably calculated under the circumstances to apprise potential Class Members of the Settlement Agreement and of their right to object to or exclude themselves from the proposed Settlement Class; is reasonable and constitutes due, adequate, and sufficient notice to all Persons entitled to receive it; and meets all applicable requirements of Federal Rule of Civil Procedure 23, the United States Constitution, and other applicable laws and rules.

LUNDY v. META PLATFORMS, INC.

Case No. 3:18-cv-06793 (N.D. Cal.)

The Honorable James Donato (April 26, 2023): For purposes of Rule 23(e), the Notice Plan submitted with the Motion for Preliminary Approval and the forms of notice attached thereto are approved...The form, content, and method of giving notice to the Settlement Class as described in the Notice Plan submitted with the Motion for Preliminary Approval are accepted at this time as practicable and reasonable in light of the rather unique circumstances of this case.

IN RE: FACEBOOK INTERNET TRACKING LITIGATION

Case No. 5:12-md-02314 (N.D. Cal.)

The Honorable Edward J. Davila (November 10, 2022): The Court finds that Plaintiffs' notice meets all applicable requirements of due process and is particularly impressed with Plaintiffs' methodology and use of technology to reach as many Class Members as possible. Based upon the foregoing, the Court finds that the Settlement Class has been provided adequate notice.

MEHTA v. ROBINHOOD FINANCIAL LLC

Case No. 5:21-cv-01013 (N.D. Cal.)

The Honorable Susan van Keulen (August 29, 2022): The proposed notice plan, which includes direct notice via email, will provide the best notice practicable under the circumstances. This plan and the Notice are reasonably calculated, under the circumstances, to apprise Class Members...The plan and the Notice constitute due, adequate, and sufficient notice to Class Members and satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and all other applicable laws and rules.

IN RE: TIKTOK, INC., CONSUMER PRIVACY LITIGATION

Case No. 1:20-cv-04699 (N.D. Ill.)

The Honorable John Z. Lee (August 22, 2022): The Class Notice was disseminated in accordance with the procedures required by the Court's Order Granting Preliminary Approval...in accordance with applicable law, satisfied the requirements of Rule 23(e) and due process, and constituted the best notice practicable...

ADTRADER, INC. v. GOOGLE LLC

Case No. 5:17-cv-07082 (N.D. Cal.)

The Honorable Beth L. Freeman (May 13, 2022): The Court approves, as to form, content, and distribution, the Notice Plan set forth in the Settlement Agreement, including the Notice Forms attached to the Weisbrot Declaration, subject to the Court's one requested change as further described in Paragraph 8 of this Order, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members...The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice Plan fully complies with the Northern District of California's Procedural Guidance for Class Action Settlements.

CITY OF LONG BEACH v. MONSANTO COMPANY

Case No. 2:16-cv-03493 (C.D. Cal.)

The Honorable Fernando M. Olguin (March 14, 2022): The court approves the form, substance, and requirements of the class Notice, (Dkt.278-2, Settlement Agreement, Exh. I). The proposed manner of notice of the settlement set forth in the Settlement Agreement constitutes the best notice practicable under the circumstances and complies with the requirements of due process.

STEWART v. LEXISNEXIS RISK DATA RETRIEVAL SERVICES, LLC

Case No. 3:20-cv-00903 (E.D. Va.)

The Honorable John A. Gibney Jr. (February 25, 2022): The proposed forms and methods for notifying the proposed Settlement Class Members of the Settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to notice...Based on the foregoing, the Court hereby approves the notice plans developed by the Parties and the Settlement Administrator and directs that they be implemented according to the Agreement and the notice plans attached as exhibits.

WILLIAMS v. APPLE INC.

Case No. 3:19-cv-04700 (N.D. Cal.)

The Honorable Laurel Beeler (February 24, 2022): The Court finds the Email Notice and Website Notice (attached to the Agreement as Exhibits 1 and 4, respectively), and their manner of transmission, implemented pursuant to the Agreement (a) are the best practicable notice, (b) are reasonably calculated, under the circumstances, to apprise the Subscriber Class of the pendency of the Action and of their right to object to or to exclude themselves from the proposed settlement, (c) are reasonable and constitute due, adequate and sufficient notice to all persons entitled to receive notice, and (d) meet all requirements of applicable law.

CLEVELAND v. WHIRLPOOL CORPORATION

Case No. 0:20-cv-01906 (D. Minn.)

The Honorable Wilhelmina M. Wright (December 16, 2021): It appears to the Court that the proposed Notice Plan described herein, and detailed in the Settlement Agreement, comports with due process, Rule 23, and all other applicable law. Class Notice consists of email notice and postcard notice when email addresses are unavailable, which is the best practicable notice under the circumstances...The proposed Notice Plan complies with the requirements of Rule 23, Fed. R. Civ. P., and due process, and Class Notice is to be sent to the Settlement Class Members as set forth in the Settlement Agreement and pursuant to the deadlines above.

RASMUSSEN v. TESLA, INC. D/B/A TESLA MOTORS, INC.

Case No. 5:19-cv-04596 (N.D. Cal.)

The Honorable Beth Labson Freeman (December 10, 2021): The Court has carefully considered the forms and methods of notice to the Settlement Class set forth in the Settlement Agreement ("Notice Plan"). The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances and fully satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the requirements of due process, and the requirements of any other applicable law, such that the terms of the Settlement Agreement, the releases provided for therein, and this Court's final judgment will be binding on all Settlement Class Members.

CAMERON v. APPLE INC.

Case No. 4:19-cv-03074 (N.D. Cal.)

The Honorable Yvonne Gonzalez Rogers (November 16, 2021): The parties' proposed notice plan appears to be constitutionally sound in that plaintiffs have made a sufficient showing that it is: (i) the best notice practicable; (ii) reasonably calculated, under the circumstances, to apprise the Class members of the proposed settlement and of their right to object or to exclude themselves as provided in the settlement agreement; (iii) reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet all applicable requirements of due process and any other applicable requirements under federal law.

RISTO v. SCREEN ACTORS GUILD - AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS

Case No. 2:18-cv-07241 (C.D. Cal.)

The Honorable Christina A. Snyder (November 12, 2021): The Court approves the publication notice plan presented to this Court as it will provide notice to potential class members through a combination of traditional and digital media that will consist of publication of notice via press release, programmatic display digital advertising, and targeted social media, all of which will direct Class Members to the Settlement website...The notice plan satisfies any due process concerns as this Court certified the class under Federal Rule of Civil Procedure 23(b)(1)...

JENKINS v. NATIONAL GRID USA SERVICE COMPANY, INC.

Case No. 2:15-cv-01219 (E.D.N.Y.)

The Honorable Joanna Seybert (November 8, 2021): Pursuant to Fed. R. Civ. P. 23(e)(1) and 23(c)(2)(B), the Court approves the proposed Notice Plan and procedures set forth at Section 8 of the Settlement...The Court finds that the proposed Notice Plan meets the requirements of due process under the United States Constitution and Rule 23, and that such Notice Plan—which includes direct notice to Settlement Class Members sent via first class U.S. Mail and email; the establishment of a Settlement Website (at the URL, www.nationalgridtcpasettlement.com) where Settlement Class Members can view the full settlement agreement, the detailed long-form notice (in English and Spanish), and other key case documents; publication notice in forms attached as Exhibits E and F to the Settlement sent via social media (Facebook and Instagram) and streaming radio (e.g., Pandora and iHeart Radio). The Notice Plan shall also include a paid search campaign on search engine(s) chosen by Angeion (e.g., Google) in the form attached as Exhibits G and the establishment of a toll-free telephone number where Settlement Class Members can get additional information—is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

NELLIS v. VIVID SEATS, LLC

Case No. 1:20-cv-02486 (N.D. Ill.)

The Honorable Robert M. Dow, Jr. (November 1, 2021): The Notice Program, together with all included and ancillary documents thereto, (a) constituted reasonable notice; (b) constituted notice that was reasonably calculated under the circumstances to apprise members of the Settlement Class of the pendency of the Litigation...(c) constituted reasonable, due, adequate and sufficient notice to all Persons entitled to receive notice; and (d) met all applicable requirements of due process and any other applicable law. The Court finds that Settlement Class Members have been provided the best notice practicable of the Settlement and that such notice fully satisfies all requirements of law as well as all requirements of due process.

PELLETIER v. ENDO INTERNATIONAL PLC

Case No. 2:17-cv-05114 (E.D. Pa.)

The Honorable Michael M. Baylson (October 25, 2021): The Court approves, as to form and content, the Notice of Pendency and Proposed Settlement of Class Action (the "Notice"), the Proof of Claim and Release form (the "Proof of Claim"), and the Summary Notice, annexed hereto as Exhibits A-1, A-2, and A-3, respectively, and finds that the mailing and distribution of the Notice and publishing of the Summary Notice, substantially in the manner and form set forth in ¶¶7-10 of this Order, meet the requirements of Rule 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

BIEGEL v. BLUE DIAMOND GROWERS

Case No. 7:20-cv-03032 (S.D.N.Y.)

The Honorable Cathy Seibel (October 25, 2021): The Court finds that the Notice Plan, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient notice to the Settlement Class regarding the existence and nature of the Action...and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.

QUINTERO v. SAN DIEGO ASSOCIATION OF GOVERNMENTS

Case No. 37-2019-00017834-CU-NP-CTL (Cal. Super. Ct.)

The Honorable Eddie C. Sturgeon (September 27, 2021): The Court has reviewed the class notices for the Settlement Class and the methods for providing notice and has determined that the parties will employ forms and methods of notice that constitute the best notice practicable under the circumstances; are reasonably calculated to apprise class members of the terms of the Settlement and of their right to participate in it, object,

or opt-out; are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and meet all constitutional and statutory requirements, including all due process requirements and the California Rules of Court.

HOLVE v. MCCORMICK & COMPANY, INC.

Case No. 6:16-cv-06702 (W.D.N.Y.)

The Honorable Mark W. Pedersen (September 23, 2021): The Court finds that the form, content and method of giving notice to the Class as described in the Settlement Agreement and the Declaration of the Settlement Administrator: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action...(c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution.

CULBERTSON v. DELOITTE CONSULTING LLP

Case No. 1:20-cv-03962 (S.D.N.Y.)

The Honorable Lewis J. Liman (August 27, 2021): The notice procedures described in the Notice Plan are hereby found to be the best means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement Agreement and the Final Approval Hearing to all persons affected by and/or entitled to participate in the Settlement Agreement, in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure and due process of law.

PULMONARY ASSOCIATES OF CHARLESTON PLLC v. GREENWAY HEALTH, LLC

Case No. 3:19-cv-00167 (N.D. Ga.)

The Honorable Timothy C. Batten, Sr. (August 24, 2021): Under Rule 23(c)(2), the Court finds that the content, format, and method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot filed on July 2, 2021, and the Settlement Agreement and Release, including notice by First Class U.S. Mail and email to all known Class Members, is the best notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and due process.

IN RE: BROILER CHICKEN GROWER ANTITRUST LITIGATION (NO II)

Case No. 6:20-md-02977 (E.D. Okla.)

The Honorable Robert J. Shelby (August 23, 2021): The Court approves the method of notice to be provided to the Settlement Class as set forth in Plaintiffs' Motion and Memorandum of Law in Support of Motion for Approval of the Form and Manner of Class Notice and Appointment of Settlement Administrator and Request for Expedited Treatment and the Declaration of Steven Weisbrot on Angeion Group Qualifications and Proposed Notice Plan...The Court finds and concludes that such notice: (a) is the best notice that is practicable under the circumstances, and is reasonably calculated to reach the members of the Settlement Class and to apprise them of the Action, the terms and conditions of the Settlement, their right to opt out and be excluded from the Settlement Class, and to object to the Settlement; and (b) meets the requirements of Federal Rule of Civil Procedure 23 and due process.

ROBERTS v. AT&T MOBILITY, LLC

Case No. 3:15-cv-03418 (N.D. Cal.)

The Honorable Edward M. Chen (August 20, 2021): The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort, as well as supplemental notice via a social media notice campaign and reminder email and SMS notices; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members

of the nature of this Action ...(d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of Federal Rule of Civil Procedure 23, Due Process under the U.S. Constitution, and any other applicable law.

PYGIN v. BOMBAS, LLC

Case No. 4:20-cv-04412 (N.D. Cal.)

The Honorable Jeffrey S. White (July 12, 2021): The Court also concludes that the Class Notice and Notice Program set forth in the Settlement Agreement satisfy the requirements of due process and Rule 23 and provide the best notice practicable under the circumstances. The Class Notice and Notice Program are reasonably calculated to apprise Settlement Class Members of the nature of this Litigation, the Scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court approves the Class Notice and Notice Program and the Claim Form.

WILLIAMS v. RECKITT BENCKISER LLC

Case No. 1:20-cv-23564 (S.D. Fla.)

The Honorable Jonathan Goodman (April 23, 2021): The Court approves, as to form and content, the Class Notice and Internet Notice submitted by the parties (Exhibits B and D to the Settlement Agreement or Notices substantially similar thereto) and finds that the procedures described therein meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and provide the best notice practicable under the circumstances. The proposed Class Notice Plan -- consisting of (i) internet and social media notice; and (ii) notice via an established a Settlement Website -- is reasonably calculated to reach no less than 80% of the Settlement Class Members.

IN RE: APPLE INC. DEVICE PERFORMANCE LITIGATION

Case No. 5:18-md-02827 (N.D. Cal.)

The Honorable Edward J. Davila (March 17, 2021): Angeion undertook a comprehensive notice campaign...The notice program was well executed, far-reaching, and exceeded both Federal Rule of Civil Procedure 23(c)(2)(B)'s requirement to provide the "best notice that is practicable under the circumstances" and Rule 23(e)(1)(B)'s requirement to provide "direct notice in a reasonable manner."

IN RE: GOOGLE PLUS PROFILE LITIGATION

Case No. 5:18-cv-06164 (N.D. Cal.)

The Honorable Edward J. Davila (January 25, 2021): The Court further finds that the program for disseminating notice to Settlement Class Members provided for in the Settlement, and previously approved and directed by the Court (hereinafter, the "Notice Program"), has been implemented by the Settlement Administrator and the Parties, and such Notice Program, including the approved forms of notice, is reasonable and appropriate and satisfies all applicable due process and other requirements, and constitutes best notice reasonably calculated under the circumstances to apprise Settlement Class Members.

NELSON v. IDAHO CENTRAL CREDIT UNION

Case No. CV03-20-00831, CV03-20-03221 (Idaho Jud. Dist.)

The Honorable Robert C. Naftz (January 19, 2021): The Court finds that the Proposed Notice here is tailored to this Class and designed to ensure broad and effective reach to it...The Parties represent that the operative notice plan is the best notice practicable and is reasonably designed to reach the settlement class members. The Court agrees.

IN RE: HANNA ANDERSSON AND SALESFORCE.COM DATA BREACH LITIGATION

Case No. 3:20-cv-00812 (N.D. Cal.)

The Honorable Edward M. Chen (December 29, 2020): The Court finds that the Class Notice and Notice Program satisfy the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provide the best notice practicable under the circumstances.

IN RE: PEANUT FARMERS ANTITRUST LITIGATION

Case No. 2:19-cv-00463 (E.D. Va.)

The Honorable Raymond A. Jackson (December 23, 2020): The Court finds that the Notice Program...constitutes the best notice that is practicable under the circumstances and is valid, due and sufficient notice to all persons entitled thereto and complies fully with the requirements of Rule 23(c)(2) and the due process requirements of the Constitution of the United States.

BENTLEY v. LG ELECTRONICS U.S.A., INC.

Case No. 2:19-cv-13554 (D.N.J.)

The Honorable Madeline Cox Arleo (December 18, 2020): The Court finds that notice of this Settlement was given to Settlement Class Members in accordance with the Preliminary Approval Order and constituted the best notice practicable of the proceedings and matters set forth therein, including the Litigation, the Settlement, and the Settlement Class Members' rights to object to the Settlement or opt out of the Settlement Class, to all Persons entitled to such notice, and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.

IN RE: ALLURA FIBER CEMENT SIDING PRODUCTS LIABILITY LITIGATION

Case No. 2:19-mn-02886 (D.S.C.)

The Honorable David C. Norton (December 18, 2020): The proposed Notice provides the best notice practicable under the circumstances. It allows Settlement Class Members a full and fair opportunity to consider the proposed settlement. The proposed plan for distributing the Notice likewise is a reasonable method calculated to reach all members of the Settlement Class who would be bound by the settlement. There is no additional method of distribution that would be reasonably likely to notify Settlement Class Members who may not receive notice pursuant to the proposed distribution plan.

ADKINS v. FACEBOOK, INC.

Case No. 3:18-cv-05982 (N.D. Cal.)

The Honorable William Alsup (November 15, 2020): Notice to the class is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Mullane v. Central Hanover Bank & Tr. Co.*, 399 U.S. 306, 314 (1965).

IN RE: 21ST CENTURY ONCOLOGY CUSTOMER DATA SECURITY BREACH LITIGATION

Case No. 8:16-md-02737 (M.D. Fla.)

The Honorable Mary S. Scriven (November 2, 2020): The Court finds and determines that mailing the Summary Notice and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, all pursuant to this Order, constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Court further finds that all of the notices are written in plain language and are readily understandable by Class Members.

MARINO v. COACH INC.

Case No. 1:16-cv-01122 (S.D.N.Y.)

The Honorable Valerie Caproni (August 24, 2020): The Court finds that the form, content, and method of giving notice to the Settlement Class as described in paragraph 8 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that all of the notices are written in plain language, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

BROWN v. DIRECTV, LLC

Case No. 2:13-cv-01170 (C.D. Cal.)

The Honorable Dolly M. Gee (July 23, 2020): Given the nature and size of the class, the fact that the class has no geographical limitations, and the sheer number of calls at issue, the Court determines that these methods constitute the best and most reasonable form of notice under the circumstances.

IN RE: SSA BONDS ANTITRUST LITIGATION

Case No. 1:16-cv-03711 (S.D.N.Y.)

The Honorable Edgardo Ramos (July 15, 2020): The Court finds that the mailing and distribution of the Notice and the publication of the Summary Notice substantially in the manner set forth below meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled to notice.

KJESSLER v. ZAAPPAAZ, INC.

Case No. 4:18-cv-00430 (S.D. Tex.)

The Honorable Nancy F. Atlas (July 14, 2020): The Court also preliminarily approves the proposed manner of communicating the Notice and Summary Notice to the putative Settlement Class, as set out below, and finds it is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfies the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23.

HESTER v. WALMART, INC.

Case No. 5:18-cv-05225 (W.D. Ark.)

The Honorable Timothy L. Brooks (July 9, 2020): The Court finds that the Notice and Notice Plan substantially in the manner and form set forth in this Order and the Agreement meet the requirements of Federal Rule of Civil Procedure 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.

CLAY v. CYTOSPORT INC.

Case No. 3:15-cv-00165 (S.D. Cal.)

The Honorable M. James Lorenz (June 17, 2020): The Court approves the proposed Notice Plan for giving notice to the Settlement Class through publication, both print and digital, and through the establishment of a Settlement Website, as more fully described in the Agreement and the Claims Administrator's affidavits (docs. no. 222-9, 224, 224-1, and 232-3 through 232-6). The Notice Plan, in form, method, and content, complies with

the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

GROGAN v. AARON'S INC.

Case No. 1:18-cv-02821 (N.D. Ga.)

The Honorable J.P. Boulee (May 1, 2020): The Court finds that the Notice Plan as set forth in the Settlement Agreement meets the requirements of Fed. R. Civ. P. 23 and constitutes the best notice practicable under the circumstances, including direct individual notice by mail and email to Settlement Class Members where feasible and a nationwide publication website-based notice program, as well as establishing a Settlement Website at the web address of www.AaronsTCPASettlement.com, and satisfies fully the requirements the Federal Rules of Civil Procedure, the U.S. Constitution, and any other applicable law, such that the Settlement Agreement and Final Order and Judgment will be binding on all Settlement Class Members.

CUMMINGS v. BOARD OF REGENTS OF THE UNIVERSITY OF NEW MEXICO

Case No. D-202-CV-2001-00579 (N.M. Jud. Dist.)

The Honorable Carl Butkus (March 30, 2020): The Court has reviewed the Class Notice, the Plan of Allocation and Distribution and Claim Form, each of which it approves in form and substance. The Court finds that the form and methods of notice set forth in the Agreement: (i) are reasonable and the best practicable notice under the circumstances; (ii) are reasonably calculated to apprise Settlement Class Members of the pendency of the Lawsuit, of their rights to object to or opt-out of the Settlement, and of the Final Approval Hearing; (iii) constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet the requirements of the New Mexico Rules of Civil Procedure, the requirements of due process under the New Mexico and United States Constitutions, and the requirements of any other applicable rules or laws.

SCHNEIDER v. CHIPOTLE MEXICAN GRILL, INC.

Case No. 4:16-cv-02200 (N.D. Cal.)

The Honorable Haywood S. Gilliam, Jr. (January 31, 2020): Given that direct notice appears to be infeasible, the third-party settlement administrator will implement a digital media campaign and provide for publication notice in People magazine, a nationwide publication, and the East Bay Times. SA § IV.A, C; Dkt. No. 205-12 at ¶¶ 13–23...The Court finds that the proposed notice process is “‘reasonably calculated, under all the circumstances,’ to apprise all class members of the proposed settlement.” Roes, 944 F.3d at 1045 (citation omitted).

HANLEY v. TAMPA BAY SPORTS AND ENTERTAINMENT LLC

Case No. 8:19-cv-00550 (M.D. Fla.)

The Honorable Charlene Edwards Honeywell (January 7, 2020): The Court approves the form and content of the Class notices and claim forms substantially in the forms attached as Exhibits A-D to the Settlement. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement, Class Counsel’s attorney’s fees application and the request for a service award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement. The Class notices and Class Notice program constitute sufficient notice to all persons entitled to notice. The Class notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the Constitutional requirement of Due Process.

CORCORAN v. CVS HEALTH

Case No. 4:15-cv-03504 (N.D. Cal.)

The Honorable Yvonne Gonzalez Rogers (November 22, 2019): Having reviewed the parties’ briefings, plaintiffs’ declarations regarding the selection process for a notice provider in this matter and regarding Angeion Group

LLC's experience and qualifications, and in light of defendants' non-opposition, the Court APPROVES Angeion Group LLC as the notice provider...Having considered the parties' revised proposed notice program, the Court agrees that the parties' proposed notice program is the "best notice that is practicable under the circumstances." The Court is satisfied with the representations made regarding Angeion Group LLC's methods for ascertaining email addresses from existing information in the possession of defendants. Rule 23 further contemplates and permits electronic notice to class members in certain situations. See Fed. R. Civ. P. 23(c)(2)(B).

PATORA v. TARTE, INC.

Case No. 7:18-cv-11760 (S.D.N.Y.)

The Honorable Kenneth M. Karas (October 2, 2019): The Court finds that the form, content, and method of giving notice to the Class as described in Paragraph 9 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members...(c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clauses of the United States Constitution. The Court further finds that all of the notices are written in simple terminology, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

CARTER v. GENERAL NUTRITION CENTERS, INC., AND GNC HOLDINGS, INC.

Case No. 2:16-cv-00633 (W.D. Pa.)

The Honorable Mark R. Hornak (September 9, 2019): The Court finds that the Class Notice and the manner of its dissemination described in Paragraph 7 above and Section VII of the Agreement constitutes the best practicable notice under the circumstances and is reasonably calculated, under all the circumstances, to apprise proposed Settlement Class Members of the pendency of this action, the terms of the Agreement, and their right to object to or exclude themselves from the proposed Settlement Class. The Court finds that the notice is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and any other applicable laws.

CORZINE v. MAYTAG CORPORATION

Case No. 5:15-cv-05764 (N.D. Cal.)

The Honorable Beth L. Freeman (August 21, 2019): The Court, having reviewed the proposed Summary Notice, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

MEDNICK v. PRECOR, INC.

Case No. 1:14-cv-03624 (N.D. Ill.)

The Honorable Harry D. Leinenweber (June 12, 2019): Notice provided to Class Members pursuant to the Preliminary Class Settlement Approval Order constitutes the best notice practicable under the circumstances, including individual email and mail notice to all Class Members who could be identified through reasonable effort, including information provided by authorized third-party retailers of Precor. Said notice provided full and adequate notice of these proceedings and of the matter set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of F.R.C.P. Rule 23 (e) and (h) and the requirements of due process under the United States and California Constitutions.

GONZALEZ v. TCR SPORTS BROADCASTING HOLDING LLP

Case No. 1:18-cv-20048 (S.D. Fla.)

The Honorable Darrin P. Gayles (May 24, 2019): The Court finds that notice to the class was reasonable and the best notice practicable under the circumstances, consistent with Rule 23(e)(1) and Rule 23(c)(2)(B).

ANDREWS v. THE GAP, INC.

Case No. CGC-18-567237 (Cal. Super. Ct.)

The Honorable Richard B. Ulmer Jr. (May 10, 2019): The Court finds that (a) the Full Notice, Email Notice, and Publication constitute the best notice practicable under the circumstances, (b) they constitute valid, due, and sufficient notice to all members of the Class, and (c) they comply fully with the requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

COLE v. NIBCO, INC.

Case No. 3:13-cv-07871 (D.N.J.)

The Honorable Freda L. Wolfson (April 11, 2019): The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order. The Court finds that the Notice Plan constitutes: (i) the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this..., (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.

DIFRANCESCO v. UTZ QUALITY FOODS, INC.

Case No. 1:14-cv-14744 (D. Mass.)

The Honorable Douglas P. Woodlock (March 15, 2019): The Court finds that the Notice plan and all forms of Notice to the Class as set forth in the Settlement Agreement and Exhibits 2 and 6 thereto, as amended (the "Notice Program"), is reasonably calculated to, under all circumstances, apprise the members of the Settlement Class of the pendency of this action, the certification of the Settlement Class, the terms of the Settlement Agreement, and the right of members to object to the settlement or to exclude themselves from the Class. The Notice Program is consistent with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

IN RE: CHRYSLER-DODGE-JEEP ECODIESEL MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION

Case No. 3:17-md-02777 (N.D. Cal.)

The Honorable Edward M. Chen (February 11, 2019): Also, the parties went through a sufficiently rigorous selection process to select a settlement administrator. See Proc. Guidance for Class Action Sett. ¶ 2; see also Cabraser Decl. ¶¶ 9-10. While the settlement administration costs are significant – an estimated \$1.5 million – they are adequately justified given the size of the class and the relief being provided.

In addition, the Court finds that the language of the class notices (short and long-form) is appropriate and that the means of notice – which includes mail notice, electronic notice, publication notice, and social media "marketing" – is the "best notice...practicable under the circumstances." Fed. R. Civ. P. 23(c)(2)(B); see also Proc. Guidance for Class Action Sett. ¶¶ 3-5, 9 (addressing class notice, opt-outs, and objections). The Court notes that the means of notice has changed somewhat, as explained in the Supplemental Weisbrot Declaration filed on February 8, 2019, so that notice will be more targeted and effective. See generally Docket No. 525 (Supp. Weisbrot Decl.) (addressing, inter alia, press release to be distributed via national newswire service, digital and social media marketing designed to enhance notice, and "reminder" first-class mail notice when AEM becomes available).

Finally, the parties have noted that the proposed settlement bears similarity to the settlement in the Volkswagen MDL. See Proc. Guidance for Class Action Sett. ¶ 11.

RYSEWYK v. SEARS HOLDINGS CORPORATION

Case No. 1:15-cv-04519 (N.D. Ill.)

The Honorable Manish S. Shah (January 29, 2019): The Court holds that the Notice and notice plan as carried out satisfy the requirements of Rule 23(e) and due process. This Court has previously held the Notice and notice plan to be reasonable and the best practicable under the circumstances in its Preliminary Approval Order dated August 6, 2018. (Dkt. 191) Based on the declaration of Steven Weisbrot, Esq. of Angeion Group (Dkt. No. 209-2), which sets forth compliance with the Notice Plan and related matters, the Court finds that the multi-pronged notice strategy as implemented has successfully reached the putative Settlement Class, thus constituting the best practicable notice and satisfying due process.

MAYHEW v. KAS DIRECT, LLC, AND S.C. JOHNSON & SON, INC.

Case No. 7:16-cv-06981 (S.D.N.Y.)

The Honorable Vincent J. Briccetti (June 26, 2018): In connection with their motion, plaintiffs provide the declaration of Steven Weisbrot, Esq., a principal at the firm Angeion Group, LLC, which will serve as the notice and settlement administrator in this case. (Doc. #101, Ex. F: Weisbrot Decl.) According to Mr. Weisbrot, he has been responsible for the design and implementation of hundreds of class action administration plans, has taught courses on class action claims administration, and has given testimony to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, and digital media in due process notice. Mr. Weisbrot states that the internet banner advertisement campaign will be responsive to search terms relevant to “baby wipes, baby products, baby care products, detergents, sanitizers, baby lotion, [and] diapers,” and will target users who are currently browsing or recently browsed categories “such as parenting, toddlers, baby care, [and] organic products.” (Weisbrot Decl. ¶ 18). According to Mr. Weisbrot, the internet banner advertising campaign will reach seventy percent of the proposed class members at least three times each. (Id. ¶ 9). Accordingly, the Court approves of the manner of notice proposed by the parties as it is reasonable and the best practicable option for confirming the class members receive notice.

IN RE: OUTER BANKS POWER OUTAGE LITIGATION

Case No. 4:17-cv-00141 (E.D.N.C.)

The Honorable James C. Dever III (May 2, 2018): The court has reviewed the proposed notice plan and finds that the notice plan provides the best practicable notice under the circumstances and, when completed, shall constitute fair, reasonable, and adequate notice of the settlement to all persons and entities affected by or entitled to participate in the settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. Thus, the court approves the proposed notice plan.

GOLDEMBERG v. JOHNSON & JOHNSON CONSUMER COMPANIES, INC.

Case No. 7:13-cv-03073 (S.D.N.Y.)

The Honorable Nelson S. Roman (November 1, 2017): Notice of the pendency of the Action as a class action and of the proposed Settlement, as set forth in the Settlement Notices, was given to all Class Members who could be identified with reasonable effort, consistent with the terms of the Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and any other applicable law in the United States. Such notice constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

HALVORSON v. TALENTBIN, INC.

Case No. 3:15-cv-05166 (N.D. Cal.)

The Honorable Joseph C. Spero (July 25, 2017): The Court finds that the Notice provided for in the Order of Preliminary Approval of Settlement has been provided to the Settlement Class, and the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances, and was in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, the United States Constitution, and any other applicable law.

IN RE: ASHLEY MADISON CUSTOMER DATA SECURITY BREACH LITIGATION

MDL No. 2669/Case No. 4:15-md-02669 (E.D. Mo.)

The Honorable John A. Ross (July 21, 2017): The Court further finds that the method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot, Esq. on Adequacy of Notice Program, dated July 13, 2017, and the Parties' Stipulation—including an extensive and targeted publication campaign composed of both consumer magazine publications in People and Sports Illustrated, as well as serving 11,484,000 highly targeted digital banner ads to reach the prospective class members that will deliver approximately 75.3% reach with an average frequency of 3.04—is the best method of notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and all Constitutional requirements including those of due process.

The Court further finds that the Notice fully satisfies Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process; provided, that the Parties, by agreement, may revise the Notice, the Claim Form, and other exhibits to the Stipulation, in ways that are not material or ways that are appropriate to update those documents for purposes of accuracy.

TRAXLER v. PPG INDUSTRIES INC.

Case No. 1:15-cv-00912 (N.D. Ohio)

The Honorable Dan Aaron Polster (April 27, 2017): The Court hereby approves the form and procedure for disseminating notice of the proposed settlement to the Settlement Class as set forth in the Agreement. The Court finds that the proposed Notice Plan contemplated constitutes the best notice practicable under the circumstances and is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e). In addition, Class Notice clearly and concisely states in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Settlement Class; (iii) the claims and issues of the Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

IN RE: THE HOME DEPOT, INC., CUSTOMER DATA SECURITY BREACH LITIGATION

Case No. 1:14-md-02583 (N.D. Ga.)

The Honorable Thomas W. Thrash Jr. (March 10, 2017): The Court finds that the form, content, and method of giving notice to the settlement class as described in the settlement agreement and exhibits: (a) constitute the best practicable notice to the settlement class; (b) are reasonably calculated, under the circumstances, to apprise settlement class members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by settlement class members.

ROY v. TITFLEX CORPORATION T/A GASTITE AND WARD MANUFACTURING, LLC

Case No. 384003V (Md. Cir. Ct.)

The Honorable Ronald B. Rubin (February 24, 2017): What is impressive to me about this settlement is in addition to all the usual recitation of road racing litanies is that there is going to be a) public notice of a real nature and b) about a matter concerning not just money but public safety and then folks will have the knowledge to decide for themselves whether to take steps to protect themselves or not. And that's probably the best thing a government can do is to arm their citizens with knowledge and then the citizens can make decision. To me that is a key piece of this deal. *I think the notice provisions are exquisite.*

IN RE: LG FRONT LOADING WASHING MACHINE CLASS ACTION LITIGATION

Case No. 2:08-cv-00051 (D.N.J.)

The Honorable Madeline Cox Arleo (June 17, 2016): This Court further approves the proposed methods for giving notice of the Settlement to the Members of the Settlement Class, as reflected in the Settlement Agreement and...finds that the Members of the Settlement Class will receive the best notice practicable under the circumstances. The Court specifically approves the Parties' proposal to use reasonable diligence to identify potential class members and an associated mailing and/or email address in the Company's records, and their proposal to direct the ICA to use this information to send absent class members notice both via first class mail and email. The Court further approves the plan for the Publication Notice's publication in two national print magazines and on the internet. The Court also approves payment of notice costs as provided in the Settlement. The Court finds that these procedures, carried out with reasonable diligence, will constitute the best notice practicable under the circumstances and will satisfy.

FENLEY v. APPLIED CONSULTANTS, INC.

Case No. 2:15-cv-00259 (W.D. Pa.)

The Honorable Mark R. Hornak (June 16, 2016): The Court would note that it approved notice provisions of the settlement agreement in the proceedings today. That was all handled by the settlement and administrator Angeion. The notices were sent. The class list utilized the Postal Service's national change of address database along with using certain proprietary and other public resources to verify addresses. the requirements of Fed.R.Civ.P. 23(c)(2), Fed.R.Civ.P. 23(e) (l), and Due Process....

The Court finds and concludes that the mechanisms and methods of notice to the class as identified were reasonably calculated to provide all notice required by the due process clause, the applicable rules and statutory provisions, and that the results of *the efforts of Angeion were highly successful and fulfilled all of those requirements.*

FUENTES v. UNIRUSH, LLC D/B/A UNIRUSH FINANCIAL SERVICES

Case No. 1:15-cv-08372 (S.D.N.Y.)

The Honorable J. Paul Oetken (May 16, 2016): The Court approves, as to form, content, and distribution, the Claim Form attached to the Settlement Agreement as Exhibit A, the Notice Plan, and all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits B-D, thereto, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Class of the pendency of the Actions, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

IN RE: WHIRLPOOL CORP. FRONTLOADING WASHER PRODUCTS LIABILITY LITIGATION

MDL No. 2001/Case No. 1:08-wp-65000 (N.D. Ohio)

The Honorable Christopher A. Boyko (May 12, 2016): The Court, having reviewed the proposed Summary Notices, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan for distributing and disseminating each of them will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

SATERIALE V. R.J. REYNOLDS TOBACCO CO.

Case No. 2:09-cv-08394 (C.D. Cal.)

The Honorable Christina A. Snyder (May 3, 2016): The Court finds that the Notice provided to the Settlement Class pursuant to the Settlement Agreement and the Preliminary Approval Order has been successful, was the best notice practicable under the circumstances and (1) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, Due Process, and the rules of the Court.

FERRERA V. SNYDER'S-LANCE, INC.

Case No. 0:13-cv-62496 (S.D. Fla.)

The Honorable Joan A. Lenard (February 12, 2016): The Court approves, as to form and content, the Long-Form Notice and Short-Form Publication Notice attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits 1 and 2 to the Stipulation of Settlement. The Court also approves the procedure for disseminating notice of the proposed settlement to the Settlement Class and the Claim Form, as set forth in the Notice and Media Plan attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits G. The Court finds that the notice to be given constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution.

SOTO V. THE GALLUP ORGANIZATION, INC.

Case No. 0:13-cv-61747 (S.D. Fla.)

The Honorable Marcia G. Cooke (June 16, 2015): The Court approves the form and substance of the notice of class action settlement described in ¶ 8 of the Agreement and attached to the Agreement as Exhibits A, C and D. The proposed form and method for notifying the Settlement Class Members of the settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed notice is clearly designed to advise the Settlement Class Members of their rights.

OTT V. MORTGAGE INVESTORS CORPORATION OF OHIO, INC.

Case No. 3:14-cv-00645 (D. Or.)

The Honorable Janice M. Stewart (July 20, 2015): The Notice Plan, in form, method, and content, fully complies with the requirements of Rule 23 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled thereto. The Court finds that the Notice Plan is reasonably calculated to, under all circumstances, reasonably apprise the persons in the Settlement Class of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the Settlement Class.

IN RE: POOL PRODUCTS DISTRIBUTION MARKET ANTITRUST LITIGATION

MDL No. 2328/Case No. 2:12-md-02328 (E.D. La.)

The Honorable Sarah S. Vance (December 31, 2014): To make up for the lack of individual notice to the remainder of the class, the parties propose a print and web-based plan for publicizing notice. The Court welcomes the inclusion of web-based forms of communication in the plan. The Court finds that the proposed method of notice satisfies the requirements of Rule 23(c)(2)(B) and due process. The direct emailing of notice to those potential class members for whom Hayward and Zodiac have a valid email address, along with publication of notice in print and on the web, is reasonably calculated to apprise class members of the settlement. Moreover, the plan to combine notice for the Zodiac and Hayward settlements should streamline the process and avoid confusion that might otherwise be caused by a proliferation of notices for different settlements. Therefore, the Court approves the proposed notice forms and the plan of notice.

EXHIBIT 3



FIRM RESUME

www.milberg.com

Milberg Coleman Bryson Phillips Grossman (“Milberg”) is an AV-rated international law firm with more than 100 attorneys and offices across the United States, the European Union, and South America. Combining decades of experience, Milberg was established through the merger of Milberg Phillips Grossman LLP, Sanders Phillips Grossman LLC, Greg Coleman Law PC, and Whitfield Bryson LLP.

Milberg prides itself on providing thoughtful and knowledgeable legal services to clients worldwide across multiple practice areas. The firm represents plaintiffs in the areas of antitrust, securities, financial fraud, consumer protection, automobile emissions claims, defective drugs and devices, environmental litigation, financial and insurance litigation, and cyber law and security.

For over 50 years, Milberg and its affiliates have been protecting victims’ rights. We have recovered over \$50 billion for our clients. Our attorneys possess a renowned depth of legal expertise, employ the highest ethical and legal standards, and pride ourselves on providing stellar service to our clients. We have repeatedly been recognized as leaders in the plaintiffs’ bar and appointed to numerous leadership roles in prominent national mass torts and class actions.

Milberg challenges corporate wrongdoing through class action, mass tort, consumer and shareholder right services, both domestically and globally.

In the United States, Milberg currently holds more than 100 court-appointed full- and co-leadership positions in state and federal courts across the country. Our firm has offices in California, Chicago, Florida, Georgia, Illinois, Kentucky, Louisiana, Mississippi, New Jersey, New York, North Carolina, South Carolina, Tennessee, Washington, Washington D.C., and Puerto Rico. Milberg’s commitment to its clients reaches beyond the United States, litigating antitrust, securities, and consumer fraud actions in Europe and South America, with offices located in the United Kingdom, and the Netherlands. Milberg prides itself on providing excellent service worldwide.

The firm’s lawyers have been regularly recognized as leaders in the plaintiffs’ bar by the National Law Journal, Legal 500, Chambers USA, Time Magazine, Lawdragon, and Super Lawyers, among others.

“A powerhouse that compelled miscreant and recalcitrant businesses to pay billions of dollars to aggrieved shareholders and customers.”
- THE NEW YORK TIMES

PRACTICE AREAS

Milberg maintains a robust practice, representing plaintiffs across numerous areas of law. Milberg attorneys have amassed a wealth of experience in the areas of antitrust and competition law, securities litigation, defective consumer product and automobile litigation, consumer services litigation, dangerous drugs and devices litigation, data breach and biometric data litigation, environmental and toxic tort litigation, finance and insurance litigation, state and local government litigation, and whistleblower and qui tam lawsuits. Milberg attorneys focus their practice among these groups to provide their clients with the best representation possible. Over decades, Milberg attorneys have developed expertise in handling class action lawsuits, leading and overseeing multidistrict litigation, and representing municipalities and other public and governmental clients. Based on their reputation and experience, Milberg attorneys have been assigned to leadership roles in class actions, mass torts litigation, and multidistrict litigation nationwide, across all of these practice areas.

SECURITIES FRAUD

Milberg pioneered the use of class action lawsuits to litigate claims involving investment products, securities, and the banking industry. Fifty years ago, the firm set the standard for case theories, organization, discovery, methods of settlement, and amounts recovered for clients. Milberg remains among the most influential securities litigators in the United States and internationally.

Milberg and its attorneys were appointed Lead Counsel and Co-Lead Counsel in hundreds of federal, state, and multidistrict litigation cases throughout its history.

EXEMPLAR CASES

[In re: Nortel Networks Corp. Securities Litigation](#)

U.S. District Court for the Southern District of New York

Milberg attorneys served as Lead Counsel for the class and the court-appointed lead plaintiff, the Trustees of the Ontario Public Service Employees' Union Pension Plan Trust Fund, in this federal securities class action. The court approved a settlement valued at more than \$1.14 billion.

[In re: Initial Public Offering Securities Litigation](#)

U.S. District Court for the Southern District of New York

Milberg represented investors in 310 securities class actions alleging a market manipulation scheme involving hundreds of initial public offerings and approximately 55 defendant investment banks. Plaintiffs alleged this scheme significantly contributed to the high-tech “bubble” of the late 1990s and early 2000s. In approving a \$586 million settlement, the court described the law firms on the Plaintiffs' Executive Committee as the “cream of the crop.”

[In re: Zynga Inc. Sec. Litigation](#)

U.S. District Court for the Northern District of California

A class action in which Zynga misled investors by portraying the online gaming company as financially strong and withholding non-public information, which in turn allowed a select few within the company to reap the benefits from the company's IPO, before the stock's value eventually collapsed.

[In re: Merck & Co., Inc. Sec. Litigation](#)

U.S. District Court for the District of New Jersey

Milberg served as Co-Lead Counsel in this federal securities fraud class action, and after more than 12 years of hard-fought litigation, ultimately obtained a combined settlement totaling \$1.062 billion, the largest securities class action settlement ever against a pharmaceutical company. The court described the settlement as "a settlement which is fair and just and which, in fact, is the best settlement which possibly could have been achieved in this case."

[In re: Deutsche Telekom AG Sec. Litigation](#)

U.S. District Court for the Southern District of New York

Milberg attorneys served as Co-Lead Counsel in this class action on behalf of purchasers of American Depositary Receipts. The plaintiffs alleged that Deutsche Telekom improperly failed to disclose plans to make a major corporate acquisition and overstated the value of real estate assets. Milberg attorneys played a pivotal role in achieving a \$120 million settlement.

[In re: Tyco Int'l Ltd., Sec. Litigation](#)

U.S. District Court for the District of New Hampshire

Milberg attorneys served as Co-Lead Counsel in this litigation, which involved federal securities claims against Tyco and its former CEO, CFO, general counsel, and certain former directors for insider trading and the overstatement of billions of dollars in income. Milberg attorneys played a crucial role in achieving a \$3.2 billion settlement.

[In re: Vivendi Universal, S.A. Securities Litigation](#)

U.S. District Court for the Southern District of New York

Milberg was one of two Lead Trial Counsel in this securities fraud case tried to a jury over four months. The jury found Vivendi liable for dozens of false or misleading statements and awarded damages valued at well over a billion dollars. Six months later, in an unrelated case, the Supreme Court ruled that purchasers on foreign securities exchanges could not recover under U.S. law. Milberg's case against Vivendi continued with post-verdict proceedings under the new standard, and damages have been distributed to U.S. class members totaling over \$100 million.

[In re: Washington Public Power Supply System Securities Litigation](#)

U.S. District Court for the District of Arizona

In this massive securities fraud litigation, Milberg served as Co-Lead Counsel for a class that obtained, after several months of trial, settlements totaling \$775 million, the largest securities fraud settlement at that time.

[In re: Lucent Technologies, Inc. Securities Litigation](#)

U.S. District Court for the District of New Jersey

Milberg served as Co-Lead Counsel in this securities action, which alleged that Lucent and its senior officers misrepresented the demand for Lucent products and improperly recognized hundreds of millions of dollars in revenues. The case settled for \$600 million.

[In re: Biovail Corp. Securities Litigation](#)

U.S. District Court for the Southern District of New York

Milberg, representing Local 282 Welfare Trust Fund and serving as Co-Lead Counsel, litigated this securities action alleging that defendants made misleading statements concerning Biovail's financial results and its drug, Cardizem LA. Following substantial discovery, including depositions across the U.S. and Canada, Milberg obtained a \$138 million settlement for the class, and Biovail agreed to institute significant corporate governance changes.

[In re: CVS Corp. Securities Litigation](#)

U.S. District Court for the District of Massachusetts

Milberg served as Co-Lead Counsel in this securities action on behalf of a class of purchasers of American Depository Receipts. The plaintiffs alleged that Deutsche Telekom improperly failed to disclose plans to make a major corporate acquisition and overstated the value of real estate assets. In 2005, following extensive discovery, including depositions in Germany, the court approved a \$120 million cash settlement.

[In re: CVS Corp. Securities Litigation](#)

U.S. District Court for the District of Massachusetts

Milberg served as Co-Lead Counsel in this securities class action alleging that defendants issued false and misleading statements, which artificially inflated the price of CVS stock. The court approved a \$110 million settlement.

[In re: American Express Financial Advisors Securities Litigation](#)

U.S. District Court for the Southern District of New York

This case involved allegations that American Express Financial Advisors violated securities laws by representing to class members that the company would provide tailored financial advice when the company actually provided "canned" financial plans and advice designed to steer clients into American Express and certain non-proprietary mutual funds. The case settled for \$100 million and required the company to adopt various remedial measures.

[Irvine v. ImClone Systems, Inc.](#)

U.S. District Court for the Southern District of New York

Milberg served as Co-Lead Counsel in this case, in which the court approved a \$75 million cash settlement. The plaintiffs alleged that ImClone misrepresented the likelihood that its drug, Erbitux, would be approved, thereby artificially inflating the price of ImClone stock.

ANTITRUST

For over fifty years, Milberg's Antitrust Practice Group has prosecuted complex antitrust class actions against defendants in the healthcare, technology, agriculture, and manufacturing industries engaged in price-fixing, monopolization and other violations of antitrust law and trade restraints.

EXEMPLAR CASES

[In re: Dealer Management Systems Antitrust Litigation](#)

U.S. District Court for the Northern District of Illinois

Milberg is appointed Lead Counsel in this nationwide class action representing car dealerships. Plaintiffs allege that leading software providers entered into an unlawful agreement, monopolizing access to auto sales and service data in dealer management software used by dealers, thereby reducing competition and increasing prices. Milberg attorneys achieved a \$29.5 million settlement against one defendant and the case is proceeding against the remaining defendant.

[In re: ACTOS Antitrust Litigation](#)

U.S. District Court for the Southern District of New York

Milberg attorneys played a significant role in this litigation, including appointment to the MDL Discovery Committee, which accused Takeda Pharmaceuticals of failing to warn patients of the risks of bladder cancer, heart failure and other side effects associated with the Type 2 diabetes drug. In 2015, roughly 9,000 claims were settled for \$2.4 billion and significant injunctive relief.

[In re: Cathode Ray Tube \(CRT\) Antitrust Litigation](#)

U.S. District Court for the Northern District of California

Milberg represented indirect purchaser plaintiffs in this class action alleging an international conspiracy among defendants to keep prices for cathode ray tube (CRT) displays artificially high. Milberg had a significant discovery role in the prosecution of this class action with settlements exceeding \$580 million.

[Blessing v. Sirius XM Radio Inc.](#)

U.S. District Court for the Southern District of New York

Milberg served as Co-Lead Counsel in this case alleging that the merger of two U.S. satellite radio providers led to the monopolization of the satellite radio market and the elimination of competition.

[In re: Disposable Contact Lens Antitrust Litigation](#)

U.S. District Court for the Middle District of Florida

Milberg represented indirect purchasers in a class action alleging that defendants conspired to maintain artificially high prices for disposable contact lenses through policies that prevented resale of the subject contact lenses below a minimum price. Settlements exceeded \$118 million.

[In re: Liquid Aluminum Sulfate Antitrust Litigation](#)

U.S. District Court for the District of New Jersey

Milberg was appointed to the Plaintiffs Steering Committee in this class action alleging that manufacturers of a chemical essential to municipal water treatment engaged in price-fixing, bid-rigging and market allocation in violation of federal antitrust laws. Settlements were valued at \$92.5 million.

[Sandhaus v. Bayer AG](#)

Kansas State Court

Milberg served as Co-Lead Counsel in this case alleging that Bayer and several generic drug manufacturers entered into pay-for-delay agreements concerning an antibiotic marketed by Bayer, which caused the plaintiffs to continue paying supracompetitive prices for the drug throughout the class period. The case settled for \$9 million.

[In re: Fresh Process Potatoes Antitrust Litigation](#)

United States District Court, District of Idaho

Milberg served as Co-Lead Counsel for indirect purchaser plaintiffs in this class action alleging that potato growers, their cooperatives, processors, and packers violated federal antitrust laws by conspiring to manipulate the price and supply of potatoes. Milberg achieved a settlement for \$5.5 million and meaningful injunctive relief.

[In re: Google Play Consumer Antitrust Litigation](#)

U.S. District Court for the Northern District of California

Milberg is appointed part of a three-member Steering Committee in this consolidated class action alleging Google engaged in anticompetitive behavior through the Google Play Store, seeking injunctive relief and monetary damages on behalf of consumers forced to pay inflated prices for Play Store purchases.

[Series 17-03-615, a series of MSP Recovery Claims, Series LLC. v. Express Scripts, Inc.](#)

U.S. District Court for the Northern District of Illinois

Milberg represents third-party payers in this class action alleging that defendants participated in a vertical price-fixing scheme and their monopolistic, anticompetitive behavior caused plaintiffs and the class to pay inflated prices for the drug, H.P. Acthar Gel.

[In re: Hard Disk Drive Assemblies Antitrust Litigation](#)

U.S. District Court for the Northern District of California

Milberg represents a class of indirect purchaser end user plaintiffs in a class action alleging that the two largest manufacturers of hard disk drive (HDD) suspension assemblies illegally conspired to fix prices of these component parts, thereby raising prices of products purchased by plaintiffs and the class.

[In re: Deere & Co. Repair Services Antitrust Litigation](#)

U.S. District Court for the Northern District of Illinois

Milberg is appointed to the Plaintiffs Steering Committee in this class action alleging that John Deere illegally monopolized the repair and diagnostic services market for Deere brand agricultural equipment with onboard central computers known as engine control units, thereby inflating the prices of these services.

[Harley-Davidson Aftermarket Parts Marketing, Sales Practices and Antitrust Litigation](#)

U.S. District Court for the Eastern District of Wisconsin

Milberg represents a class of Harley-Davidson motorcycle owners in a case alleging that Harley-Davidson uses its monopoly power to force motorcycle owners to use its compatible branded parts for repairs or risk losing warranty coverage.

[In re: California Gasoline Spot Market Antitrust Litigation](#)

U.S. District Court for the Northern District of California

Milberg represents California consumers who were forced to pay supracompetitive prices for gasoline due to the manipulation of the California gasoline spot market.

FINANCIAL LITIGATION

For over five decades, Milberg has spearheaded litigation challenging unethical practices by some of the biggest financial and insurance institutions in the world and has been at the cutting edge of cases that directly impacted large banks, lenders, and insurers.

EXEMPLAR CASES

[In re: Prudential Insurance Co. Sales Practice Litigation](#)

U.S. District Court for the Northern District of California

Milberg attorneys were appointed Lead Counsel and recovered more than \$4 billion for certain policyholders in this landmark case challenging Prudential's insurance sales practices.

[In re: Raytheon Co. Securities Litigation](#)

U.S. District Court for the District of Massachusetts

Milberg served as Lead Counsel in this case, which alleged that a major defense contractor failed to properly write down assets on construction contracts. Raytheon and its auditor, PricewaterhouseCoopers LLP, settled for a total of \$460 million.

[In re: Chase Bank USA, N.A. "Check Loan" Contract Litigation](#)

U.S. District for the Northern District of California

Milberg served on the Executive Committee representing the class in this action against JP Morgan Chase & Co. The complaint alleged that Chase improperly increased the minimum monthly payment by 150% required for customers who entered into balance transfer loans with "fixed" interest rates that were guaranteed to remain so for the "life of the loan." Milberg and its Co-Counsel achieved a \$100 million settlement for the class.

[In re: General Electric Co. ERISA Litigation](#)

U.S. District Court for the Northern District of New York

Milberg, serving as Co-Lead Counsel, achieved a \$40 million settlement on behalf of current and former G.E. employees who claimed that G.E.'s 401(k) Plan fiduciaries imprudently invested more than two-thirds of the Plan's assets in company stock. The settlement included important structural changes to G.E.'s 401(k) plan valued at more than \$100 million.

[In re: Royal Dutch/Shell Transport ERISA Litigation](#)

U.S. District Court for the District of New Jersey

Milberg attorneys led this ERISA breach of fiduciary duty class action against the Royal Dutch/Shell Oil Group of Companies on behalf of certain of the companies' U.S. employee investment plan participants. The \$90 million settlement included important provisions regarding the monitoring and training of individuals appointed to be ERISA fiduciaries.

[Mason v. Medline](#)

U.S. District Court for the Northern District of Illinois

Milberg successfully represented a healthcare worker in a False Claims Act case against his former employer, Medline Industries, Inc., one of the nation's largest suppliers of medical and surgical products, along with its charitable arm, The Medline Foundation. The suit alleged that Medline engaged in a widespread illegal kickback scheme targeting hospitals and other healthcare providers that purchase medical products paid for by federal healthcare programs. Milberg pursued the case on a non-intervened basis and recovered \$85 million on behalf of the federal government — one of the largest settlements of a False Claims Act case in which the government declined to intervene.

[In re: Converse Technology, Inc. Derivative Litigation](#)

U.S. Supreme Court for the State of New York, New York County

As Co-Lead Counsel, Milberg negotiated a \$62 settlement which was approved by the court.

The settlement also resulted in significant corporate governance reforms, including the replacement of various directors and officers; the amendment of the company's bylaws to permit certain shareholders to propose in the company's proxy materials nominees for election as directors; and the requirement that all equity grants be approved by both the compensation committee and a majority of the non-employee directors.

CONSUMER PROTECTION

Milberg's Consumer Protection Practice Group focuses on improving product safety and protecting those who have fallen victim to deceptive marketing and advertising of goods and services and/or purchased defective products. Milberg attorneys have served as Lead Counsel and Co-Lead Counsel in hundreds of federal, state, and multidistrict litigation cases alleging the sale of defective products, improper marketing of products, and violations of consumer protection statutes.

EXEMPLAR CASES

[Cleveland v. Whirlpool Corp.](#)

U.S. District Court for the District of Minnesota

Milberg attorneys led this class action involving leaking and defective washing machines. Milberg attorneys were pivotal in achieving a settlement valued at approximately \$21 million, which included meaningful service plan benefits and reimbursement for out-of-pocket repair expenses.

[Berman et al. v. General Motors LLC](#)

U.S. District Court for the Southern District of Florida

Milberg attorneys held leadership roles in this class action involving excessive oil consumption in Chevrolet and GMC vehicles. Milberg attorneys played a pivotal role in achieving a nationwide settlement valued at over \$40 million, securing vehicle repairs and reimbursement for out-of-pocket repair costs.

[Chess v. Volkswagen Group of America, Inc.](#)

U.S. District Court for the Central District of California

Milberg attorneys were named Co-Lead Counsel in this class action involving Volkswagen vehicles with defective transmissions. Milberg attorneys secured a settlement that included up to full reimbursement for out-of-pocket repair expenses and significant injunctive relief.

[Hamm v. Sharp Electronics Corporation](#)

U.S. District Court for the Southern District of Florida

Milberg attorneys served as Co-Class Counsel in this class action involving defectively designed microwave drawers. Milberg attorneys were instrumental in achieving a settlement valued at more than \$100 million, which included meaningful extended service plan benefits and reimbursement for out-of-pocket repair expenses.

[In re: Allura Fiber Cement Siding Products Liability Litigation](#)

U.S. District Court for the District of South Carolina

Milberg attorneys were appointed Co-Lead Counsel and Steering Committee members by the court in this class action alleging defective fiber cement board siding. Milberg attorneys helped to secure a nationwide settlement for repair and replacement of homeowners' siding.

[In re: MI Windows and Doors, Inc., Products Liability Litigation](#)

U.S. District Court for the District of South Carolina

Milberg attorneys served as Co-Lead Counsel in this multidistrict class action litigation and helped to secure a nationwide class settlement for homeowners who purchased defectively designed windows.

[In re: Zurn Pex Plumbing Products Liability Litigation](#)

U.S. District Court for the District of Minnesota

Milberg attorneys served on the Executive Committee in this multidistrict class action involving leaking and defective plumbing systems. Milberg attorneys secured monetary benefits valued at \$100,000 per class settlement member, and plumbing repairs in value up to \$7,000 per class settlement member.

[Hobbie, et al. v. RCR Holdings II, LLC, et al.](#)

U.S. District Court for the District of Louisiana

Milberg attorneys served as Co-Lead Counsel in a multidistrict class action alleging improper usage of toxic and defective Chinese drywall. Milberg attorneys played an important role in securing a \$30 million settlement for remediation of 364-unit residential high-rise buildings constructed with the toxic drywall.

[In re: Chinese Manufactured Drywall Products Liability Litigation](#)

U.S. District Court for the Eastern District of Louisiana

Milberg attorneys served on the Executive Committee in a multidistrict class action involving defective and toxic drywall.

[In re: Synthetic Stucco Litigation](#)

U.S. District Court for the Eastern District of North Carolina

Milberg attorneys were appointed to the Steering Committee and played a pivotal role in securing settlements with four exterior insulation finishing system manufacturers for homeowners valued at over \$50 million.

[Bridget Smith v. Floor and Decor Outlets of America, Inc.](#)

U.S. District Court for the Northern District of Georgia

Milberg attorneys were appointed Co-Lead Counsel in this class action alleging undisclosed formaldehyde exposure from wood and laminate flooring. Milberg attorneys achieved a national class action settlement for homeowners who purchased unsafe laminate wood flooring.

[In re: Lumber Liquidators Chinese-Manufactured Flooring Products Marketing, Sales Practices and Products Liability Litigation](#)

U.S. District Court for the Eastern District of Virginia

Milberg attorneys were appointed Co-Lead Counsel in this class action alleging formaldehyde exposure and secured a \$36 million national class action settlement for members who purchased a certain type of laminate flooring.

[In re: Windsor Wood Clad Window Products Liability Litigation](#)

U.S. District Court for the Eastern District of Wisconsin

Milberg attorneys were appointed Lead Counsel in this class action alleging window defects. Milberg attorneys helped to secure a nationwide settlement for customers providing repairs, replacements, and compensation for out-of-pocket expenses.

[Norman et al. v. Nissan North America](#)

U.S. District Court for the Middle District of Tennessee

Milberg attorneys were appointed Co-Lead Counsel in this class action alleging CVT transmission defects in Nissan vehicles. Milberg attorneys played a pivotal role in securing a nationwide settlement valued at approximately \$17 million for repairs, replacements, extended warranty, and cash benefits.

[In re: Horizon Organic Milk Plus DHA Omega-3 Marketing and Sales Practice Litigation](#)

U.S. District Court for the Southern District of Florida

Milberg attorneys were appointed Co-Lead Counsel in this class action alleging falsely advertised brain health benefits. Milberg attorneys were essential in securing a settlement valued at \$1.3 million for consumers.

[In re: All-Clad Metalcrafters, LLC, Cookware Marketing and Sales Practices Litigation](#)

U.S. District Court for the Western District of Pennsylvania

Milberg attorneys were appointed to leadership positions in this multidistrict class action involving All-Clad's false advertising that its stainless-steel cookware was dishwasher safe. Milberg attorneys secured a nationwide settlement valued at \$4 million, including replacement products, monetary benefits, partial reimbursements for purchases of the defective products, and discounts on future product purchases.

[Julian, et al., v. TTE Technology, Inc.](#)

U.S. District Court for the Northern District of California

Milberg attorneys were appointed Co-Lead Counsel in this litigation involving the false advertising of TCL televisions' refresh rates. Milberg attorneys played an important role in securing a class settlement valued at \$2.5 million in cash benefits to class members.

[Roberts et al. v. Electrolux Home Products Inc.](#)

U.S. District Court for the Central District of California

Milberg attorneys were named Co-Lead Counsel in this class action involving defective dryers manufactured by Electrolux. Milberg attorneys helped to obtain a settlement on behalf of more than one million class members, valued at over \$35 million.

[Tabak v. Apple Inc.](#)

U.S. District Court for the Northern District of California

Milberg attorneys brought this class action against Apple for a defect in the iPhone 7 and iPhone 7 Plus, which negatively impacted the audio quality of the phones. Milberg attorneys played a pivotal role in bringing the case, briefing, and discovery. The parties have agreed to a class settlement in principle, valued at \$35 million.

[Koenig v. VIZIO, Inc.](#)

Superior Court of Los Angeles County, California

Milberg attorneys litigated this class action involving the false advertising of Vizio televisions' refresh rates. Milberg attorneys played a pivotal role, including briefing, discovery, and handling all trial responsibilities. The parties have agreed to a class settlement in principle, valued at over \$40 million.

[In re: Outer Banks Power Outage Litigation](#)

U.S. District Court for the Eastern District of North Carolina

Milberg attorneys served as Co-Lead Counsel and secured a \$10.35 million settlement in a class action in which residents, businesses, and vacationers on Hatteras and Ocracoke Islands in North Carolina were impacted by a 9-day power outage.

[Elliott et al v. KB Home North Carolina Inc.](#)

North Carolina Superior Court

In this class action involving homeowners who purchased homes that were improperly built without weather-resistant barriers, Milberg attorneys played an essential role in securing a settlement valued at approximately \$6,500 to \$17,000 for each class member.

[In re: Allergan Biocell Textured Breast Implant Product Liability Litigation](#)

U.S. District Court for the District of New Jersey

Milberg attorneys were appointed to the Plaintiffs Steering Committee in this multidistrict class action against Allergan for breast implants that caused cancer. Milberg attorneys continue to play a pivotal role in this ongoing case.

[In re: Evenflo Co., Inc. Marketing, Sales Practices and Products Liability Litigation](#)

U.S. District Court for the District of Massachusetts

Milberg attorneys were appointed Co-Lead Counsel in this multidistrict litigation against Evenflo for deceptively marketing its child booster seats.

[Carder v. Graco Children's Safety products, Inc.](#)

U.S. District Court for the Northern District of Georgia

Milberg attorneys were appointed to multiple leadership positions in this class action involving the deceptive marketing of child car seats.

[Coleman, et al, v. Britax Child Safety, Inc.](#)

U.S. District Court for the District of South Carolina

Milberg attorneys were appointed Co-Lead Counsel in this class action involving the deceptive marketing of child car seats.

[In re: Seresto Flea and Tick Collar Marketing, Sales Practices And Products Liability Litigation](#)

U.S. District Court for the Northern District of Illinois

Milberg attorneys were appointed Co-Lead Counsel in this multidistrict class action against the manufacturers of Seresto flea and tick collars, which were linked to numerous pet deaths. The litigation is ongoing.

DANGEROUS DRUGS & DEVICES

Milberg is a nationally renowned firm in mass torts, fighting some of the largest, wealthiest, and most influential pharmaceutical and device companies and corporate entities in the world. Our experienced team of attorneys has led or co-led numerous multidistrict litigations of defective drugs and medical devices.

EXEMPLAR CASES

[In re: Avandia Marketing, Sales Practices, and Products Liability Litigation](#)

U.S. District Court for the Eastern District of Pennsylvania

Milberg attorneys were appointed to the Plaintiffs Steering Committee and served on the Discovery and Media Sub-Committees on behalf of thousands of patients who took the Type 2 diabetes drug Avandia, alleging the manufacturer failed to disclose the known and increased risk of heart attack and cardiac death. GlaxoSmithKline set aside \$3.4 billion in 2011 to settle lawsuits.

[In re: Benicar \(Olmesartan\) Products Liability Litigation](#)

U.S. District Court for the District of New Jersey

Milberg attorneys were appointed to the Plaintiffs Steering Committee and Common Benefit Fee Committee in this multidistrict litigation which alleged that Benicar manufacturer Daiichi Sankyo and co-promoter Forest Laboratories were responsible for serious gastrointestinal injuries. In 2017, the defendants agreed to a \$300 million settlement.

[In re: Chantix \(Varenicline\) Products Liability Litigation](#)

U.S. District Court for the Northern District of Alabama, Southern Division

Milberg attorneys served as Co-Lead Counsel in the Chantix Coordination in New York State Court and court-appointed member of the Plaintiffs Steering Committee in the MDL in Alabama.

[In re: Fluoroquinolone Products Liability Litigation](#)

U.S. District Court for the District of Minnesota

Milberg attorneys were appointed to the Plaintiffs Steering Committee in the MDL in Minnesota litigating the broad-spectrum antibiotic that resulted in severe tendon damage, particularly debilitating Achilles tendon ruptures.

[Fosamax Litigation \(I & II\)](#)

U.S. District Court for the District of New Jersey

Fosamax I: Milberg was appointed Lead Counsel in this New York MDL for ONJ cases and served on the Discovery Team in the Superior Court of New Jersey. Fosamax II: Milberg was appointed to Fosamax Femur MDL Plaintiffs Steering Committee for MDL in the District of New Jersey.

[In re: Fresenius Granuflo/Naturalyte Dialysate Products Liability Litigation](#)

U.S. District Court for the District of Massachusetts

Milberg attorneys served on the Plaintiffs Steering Committee in the MDL. Granuflo and Naturalyte were manufactured and marketed by Fresenius Medical for use in dialysis treatment to address kidney failure both chronic and acute, but also caused increased heart complications.

[In re: Incretin Mimetics Products Liability Litigation](#)

U.S. District Court for the Southern District of California (San Diego)

Milberg attorneys were appointed to the MDL Plaintiffs Steering Committee in California.

Incretins are a class of Type 2 Diabetes drugs which result in a significant increase in gastric side effects.

[In re: Infusion Pump Cases \(JCCP 4615\)](#)

U.S. Ninth Circuit Court, Eastern District of California

Milberg attorneys were appointed Plaintiffs Liaison Counsel. Studies showed that pain pumps were associated with high failure rates when used appropriately and often mis-used leading to increased failure rates and resultant complications.

[Risperdal and Invega Product Liability Litigation \(JCCP 4775\)](#)

California Second District Court of Appeal, Division Three

Milberg attorneys were appointed Co-Lead Counsel in Risperdal/Invega Product Liability Litigation against Johnson & Johnson/Janssen regarding these anti-psychotic dopamine receptor blockers that cause hormonal changes in male users that can result in breast tissue growth.

[In re: Mirena IUD Levonorgestrel-Related Products Liability Litigation](#)

U.S. District Court for the Southern District of New York

Milberg attorneys were appointed to the Plaintiffs Steering Committee. Mirena, a hormone releasing IUD for contraception was intended for longer term placement, are prone to failure and breakage and resultant injuries.

[Propecia Finasteride Product Liability Litigation](#)

U.S. District Court for the Eastern District of New York

Milberg attorneys were appointed to the Plaintiffs Steering Committee. Another Milberg attorney was appointed Lead Counsel in the New Jersey Multi County Litigation in Middlesex County, New Jersey. These litigations centered on sexual dysfunction resulting from use of Merck's male pattern hair loss product, Propecia.

[In re: Reglan Litigation](#)

U.S. Superior Court of New Jersey, Law Division Atlantic County

Milberg attorneys were appointed Co-Lead Counsel in the Multi County Litigation in New Jersey State Court, Atlantic County. Reglan is often used for longer terms to address symptoms of GERD resulting in neurological injuries including Tardive Dyskinesia.

[Johnson & Johnson Talcum Powder Products Marketing, Sales Practices and Products Liability Litigation \(MDL 2738\)](#)

U.S. District Court for the District of New Jersey

Milberg attorneys were appointed to the Plaintiffs Steering Committee in the Johnson & Johnson Talcum Powder Litigation and served on the Science Committee and Bellwether Committee in the MDL in District Court New Jersey, as well as on the Science and Experts Committee of the PSC.

[In re: American Medical Systems, Inc., Pelvic Repair System Products Liability Litigation](#)

U.S. District Court for the Southern District of West Virginia

Milberg attorneys were appointed to the Plaintiffs Steering Committee in the AMS, Bard, Boston Scientific and Ethicon MDLs.

[In re: Vioxx Products Liability Litigation](#)

U.S. District Court for the Eastern District of Louisiana

Milberg attorneys served as Liaison to the media for Vioxx Plaintiffs Steering Committee and Public Relations Committee in Louisiana and on the New Jersey Multi County Litigation Vioxx discovery team.

[In re: Zicam Cold Remedy Marketing, Sales Practices and Products Liability Litigation](#)

U.S. District Court for the District of Arizona

Milberg attorneys were appointed to the MDL Plaintiffs Steering Committee in Arizona in this case involving a homeopathic, over the counter common cold and allergy symptom product that left many with impaired ability to smell.

[In re: Zimmer Nexgen Knee, Implant Products Liability Litigation](#)

U.S. District Court for the Northern District of Illinois, Eastern Division

Milberg attorneys were appointed to the MDL Plaintiff's Steering Committee in Illinois as well as the Electronic Storage Information Committee. Zimmer manufactures multiple devices including knee devices which resulted in premature failure necessitating additional, painful, and costly surgeries.

[In re: Crestor Products Liability Cases \(JCCP 4713\)](#)

California Superior Court

Milberg attorneys served as Co-Lead Counsel in the JCCP in State Court California on this highly potent AstraZeneca "me too" cholesterol managing statin litigation where serious side effects included newly onset diabetes and liver damage as well as reactions with Coumadin.

EMPLOYMENT & CIVIL RIGHTS

Milberg's Employment & Civil Rights attorneys focus on class actions and individual cases nationwide arising from discriminatory banking and housing practices, unpaid wages and sales commissions, improperly managed retirement benefits, workplace discrimination, and wrongful termination.

EXEMPLAR CASES

[In re: Black Farmers Discrimination Litigation](#)

U.S. District Court for the District of Columbia

Milberg attorneys were appointed Lead Counsel and secured a \$1.25 billion settlement fund for black farmers who alleged the U.S. Department of Agriculture discriminated against them by denying farm loans.

[Kingston v. IBM](#)

U.S. District Court for the Western District of Washington

Milberg attorneys spearheaded a series of landmark cases against IBM alleging wrongful termination of software sales managers through a pattern of fraudulent conduct.

[Parry et al. v. Farmers Insurance Exchange, et al.](#)

Superior Court of Los Angeles County, California

Milberg attorneys were named Class Counsel and secured a \$75 million class-action settlement with Farmers Insurance on behalf of its agents alleging that Farmers Insurance misclassified its agents as independent contractors.

[Meek v. SkyWest, Inc.](#)

U.S. District Court for the Northern District of California

Milberg attorneys were Lead Counsel and secured a \$4.2 million class action settlement against SkyWest Airlines for allegedly failing to provide proper rest and meal breaks to its employees.

[Craig v. Rite Aid Corporation](#)

U.S. District Court for the Middle District of Pennsylvania

This FLSA collective action and class action settled for \$20.9 million.

[Stillman v. Staples, Inc.](#)

U.S. District Court for the District of New Jersey

This FLSA collective action had a Plaintiffs' trial verdict for \$2.5 million and a national settlement approved for \$42 million.

[Lew v. Pizza Hut of Maryland, Inc.](#)

U.S. District Court for the District of New Jersey

This FLSA collective action had a statewide settlement for managers-in-training and assistant managers, providing recompense of 100% of lost wages.

ENVIRONMENTAL LITIGATION & TOXIC TORTS

Milberg's Environmental Litigation & Toxic Torts Practice Group focuses on representing clients in mass torts, class actions, multi-district litigation, regulatory enforcement, citizen suits, and other complex environmental and toxic tort matters. Milberg and its attorneys have held leadership roles in all facets of litigation in coordinated proceedings, with a particular focus on developing the building blocks to establish general causation, which is often the most difficult obstacle in an environmental or toxic tort case.

EXEMPLAR CASES

[Nnadili, et al. v. Chevron U.S.A., Inc.](#)

U.S. District Court for the District of Columbia

Milberg attorneys were Lead Counsel in a \$6.2 million settlement for owners and residents of 200 properties located above underground plume of petroleum from former Chevron gas station.

[In re: Swanson Creek Oil Spill Litigation](#)

U.S. District Court for the District of Maryland

Milberg attorneys served as Lead Counsel and achieved a \$2.25 million settlement arising from the largest oil spill in history of State of Maryland.

[In re: Exxon Valdez](#)

U.S. District Court for the District of Alaska

Milberg was a member of the Plaintiffs' Coordinating Committee and co-chair of the Plaintiffs' Law Committee in this massive litigation resulting from the Exxon Valdez oil spill in Alaska. The plaintiffs obtained a jury verdict of \$5 billion, which, after years of appeals by Exxon, was reduced to approximately \$500 million by the United States Supreme Court. The United States Court of Appeals for the Ninth Circuit has since held that plaintiffs are entitled to post-judgment interest on the award in the amount of approximately \$470 million.

[Municipality of Bayamon, et al., v. Exxon Mobil Corp., et al.](#)

United States District Court for the District of Puerto Rico

More than a dozen municipalities of Puerto Rico have filed a class action lawsuit against fossil fuel companies for their alleged role in the deadly 2017 hurricane season that devastated the Commonwealth, causing billions in damages and leaving thousands of people dead. The first-of-its-kind lawsuit seeks financial compensation from oil and coal companies for marketing and selling carbon-based products that they intentionally misrepresented to the public and worked together to publicly conceal the climate risk changes of their products while internally acting on climate science to safeguard their own assets.

[Sharon Weatherly v. Eastman Chemical Co.](#)

Circuit Court of Sullivan County, Tennessee Second Judicial District

Milberg attorneys led the effort to bring justice for hundreds of injured workers and their families resulting from a steam explosion at the Eastman Chemical Company which released asbestos and other toxic materials. Milberg filed a class-action lawsuit, pursuing claims for public and private nuisance, trespass, negligence, and strict liability for ultra-hazardous activity.

STATE & LOCAL GOVERNMENTS

Milberg attorneys are dedicated to defending the Constitutional and statutory rights of individuals and businesses that are subjected to unlawful government exactions and fees by state and local governments or bodies.

EXEMPLAR CASES

[Daedalus, LLC, et al. v. City of Charlotte](#)

North Carolina Superior Court, Mecklenburg County

Milberg attorneys recovered a \$106 million class action settlement for property owners for unlawful water and sewer capacity fees and system development fees charged by the City of Charlotte, North Carolina as a condition of providing water and sewer service to property owners.

[Upright Builders, Inc., et al. v. Town of Apex](#)

North Carolina Superior Court, Wake County

Milberg attorneys recovered a \$15.3 million class action settlement for property owners for unlawful water and sewer capacity replacement fees and transportation impact fees charged by the Town of Apex, North Carolina as a condition of providing water and sewer service to property owners.

[Plantation Builders of Wilmington, Inc., et al. v. County of Brunswick](#)

North Carolina Superior Court, Brunswick County

Milberg attorneys recovered a \$15.25 million class action settlement for property owners for unlawful water and sewer capacity fees charged by Brunswick County, North Carolina as a condition of providing water and sewer service to property owners.

[Gerald Currin Builders, Inc. v. Town of Holly Springs](#)

North Carolina Superior Court, Wake County

Milberg attorneys recovered a \$7.9 million class action settlement for property owners for unlawful water and sewer capacity replacement fees charged by the Town of Holly Springs, North Carolina as a condition of providing water and sewer service to property owners.

[Meritage Homes of the Carolinas, Inc. v. Town of Holly Springs](#)

North Carolina Superior Court, Wake County

Milberg attorneys recovered a \$7.5 million class action settlement for property owners for unlawful parks and recreation fees in-lieu of land dedication charged by the Town of Holly Springs, North Carolina as a condition of granting development approval to residential subdivision developers.

[Plantation Building of Wilmington, Inc. v. Town of Leland](#)

North Carolina Superior Court, Brunswick County

Milberg attorneys recovered a \$6.2 million class action settlement for property owners for unlawful water and sewer impact fees charged by the Town of Leland, North Carolina as a condition of providing water and sewer service to property owners.

[Shenandoah Homes, LLC v. Town of Clayton](#)

North Carolina Superior Court, Johnston County

Milberg attorneys recovered a \$2.7 million class action settlement for property owners for unlawful water and sewer impact fees charged by the Town of Clayton, North Carolina as a condition of providing water and sewer service to property owners.

[Granite Land and Timber, LLC v. Town of Clayton](#)

North Carolina Superior Court, Johnston County

Milberg attorneys recovered a \$2.45 million class action settlement for property owners for unlawful parks and recreation fees in-lieu of land dedication charged by the Town of Clayton, North Carolina as a condition of granting development approval to residential subdivision developers.

[Mayfair Partners, LLC et al. v. City of Asheville](#)

North Carolina Superior Court, Buncombe County

Milberg attorneys recovered a \$1.85 million class action settlement for property owners for unlawful water and sewer impact fees charged by the City of Asheville, North Carolina as a condition of providing water and sewer service to property owners.

[Eastwood Construction, LLC, et. al v. City of Monroe](#)

North Carolina Superior Court, Union County

Milberg attorneys recovered a \$1.75 million class action settlement for property owners for unlawful water and sewer impact fees charged by the City of Monroe, North Carolina as a condition of providing water and sewer service to property owners.

[Larry Shaheen v. City of Belmont](#)

North Carolina Superior Court, Gaston County

Milberg attorneys recovered a \$1.65 million class action settlement for property owners for unlawful water and sewer impact fees charged by the City of Belmont, North Carolina as a condition of providing water and sewer service to property owners.

[Brookline Homes, LLC v. City of Mount Holly](#)

North Carolina Superior Court, Gaston County

Milberg attorneys recovered a \$483,468 class action settlement for property owners for unlawful water and sewer impact fees charged by the City of Mount Holly, North Carolina as a condition of providing water and sewer service to property owners.

Milberg is a leader in the fields of cyber security, data breach litigation, and biometric data collection, litigating on behalf of clients – both large and small – to change data security practices so that large corporations respect and safeguard consumers' personal data.

EXEMPLAR CASES

[In re: Google Buzz Privacy Litigation](#)

U.S. District Court for the Northern District of California

Milberg attorneys were appointed Lead Class Counsel and secured a \$8.5 million cy pres settlement.

[In re: Dept. of Veterans Affairs \(VA\) Data Theft Litigation](#)

U.S. District Court for the District of Columbia

Milberg attorneys were appointed Co-Lead Counsel representing veterans whose privacy rights were compromised by the theft of an external hard drive containing personal information of approximately 26.6 million veterans and their spouses; creation of a \$20 million fund for affected veterans and a cy pres award for two non-profit organizations.

[In re: Target Corporation Customer Data Security Breach Litigation](#)

U.S. District Court for the District of Minnesota

Milberg represented as many as 110 million Target customers whose personal information was compromised in this landmark data breach case. Milberg, together with Co-Counsel, achieved compensation of \$10 million, entitling individual consumers to recover losses of up to \$10,000. An appeal of the settlement has been remanded to the District Court of Minnesota and remains pending.

APPELLATE

Consisting of former appellate judges, experienced appellate advocates, and former law clerks who understand how best to present compelling arguments to judges on appeal and secure justice for our clients beyond the trial courts, Milberg's Appellate Practice Group boasts an impressive record of success on appeal in both state and federal courts.

EXEMPLAR CASES

[Home Depot, U.S.A., Inc. v. Jackson](#)

United States Supreme Court

Milberg attorneys represented a consumer who was originally sued in a state court debt collection action. In response, Milberg attorneys filed third-party class action claims against Home Depot for deceptive trade practices regarding its store credit cards marketed to customers. Home Depot sought to remove the class action counterclaims, which were filed in the existing state court action, to federal court. Lengthy appeals followed, in which Milberg attorneys worked cooperatively with attorneys at Public Justice to represent the original consumer and class of consumers. Ultimately, the Supreme Court agreed with the consumers' position and held that a third-party counterclaim defendant may not remove state court claims either under the removal statute or under the Class Action Fairness Act. This decision represents a significant victory for consumer plaintiffs.

[Webb v. Injured Workers Pharmacy, LLC](#)

First Circuit Court of Appeals

Milberg attorneys scored a significant victory for plaintiffs in data breach and other federal tort cases. The decision animated the Supreme Court's decision in *TransUnion v. Ramirez*, by applying its standing analysis in a common sense and logically consistent manner to the real-world fact patterns posed by data breach cases. The decision demonstrates that federal court is still a viable forum for data breach cases based upon the material risk of future misuse, as well as actual misuse of data.

[Kingston v. Int'l Bus. Machines Corp.](#)

Ninth Circuit Court of Appeals

Milberg attorneys represented an IBM software sales manager who was fired for reporting racial discrimination and the unlawful capping of sales commissions. A jury awarded the plaintiff almost \$15 million. The Ninth Circuit affirmed the jury's finding of liability and most of the damages award, over a dissent.

[Fessler v. Int'l Bus. Machines Corp.](#)

Fourth Circuit Court of Appeals

Milberg attorneys represented an IBM software salesman whose sales commissions IBM had wrongly capped. The district court dismissed the salesman's claims. The Fourth Circuit reversed the dismissal, distinguishing a long line of older cases in which IBM had prevailed on the grounds that the new case was factually distinct and presented novel legal theories. The case was later resolved.

[Lytle v. Nutramax Labs., Inc.](#)

Ninth Circuit Court of Appeals

Milberg attorneys represented a class of consumers who purchased pet joint health supplements, which they claimed were deceptively marketed and labeled. The trial court granted class certification, and the defendant sought to appeal to the Ninth Circuit, which agreed to hear the appeal. Milberg attorneys argued that class certification was proper, and that the plaintiffs' proposed damages model—a conjoint analysis that surveyed consumers to determine the value of the product's deceptive statements—was valid for calculating classwide damages. The Ninth Circuit heard the parties' arguments in 2023, but has not yet ruled.

[Adkisson v. Jacobs Engineering Grp., Inc.](#)

Sixth Circuit Court of Appeals

Milberg attorneys represented a group of hundreds of workers and their families who were injured when cleaning up a large coal ash spill in Kingston, Tennessee. The workers alleged, among other things, that the defendant had denied them essential personal protection equipment. Following years of litigation and a trial on certain issues, the defendant raised a new defense based on a recent Supreme Court case, *Thacker v. Tennessee Valley Authority*. The defendant argued that it should be immune because it was acting as an agent of the federal government. The Sixth Circuit rejected this defense, finding that based upon the facts, the Tennessee Valley Authority—and, by extension, the defendant—were not immune, paving the way for future litigants to bring claims against the TVA and its agents. Following this ruling, the parties reached a settlement.

[Chisum v. Campagna](#)

North Carolina Supreme Court

Milberg attorneys represented a contractor who was wrongfully kicked out of several valuable real estate companies by his partners. The jury awarded the plaintiff millions of dollars, but the trial court granted judgment to the defendants on some of the claims. The North Carolina Supreme Court affirmed the jury's verdict while reversing the trial court's grant of judgment to the defendants. Following the reversal, the parties reached settlement, which was more lucrative for plaintiff than the original jury verdict.

[Plantation Bldg. of Wilmington, Inc. v. Town of Leland](#)

North Carolina Supreme Court

Milberg attorneys represented a class of contractors who sued a local government for charging illegal fees. The trial court certified the class, but the government appealed, raising a dangerous new legal theory that would have prevented class certification. The North Carolina Supreme Court rejected that new theory, after which the case settled for even more than the class had demanded before the appeal.

[Adkisson v. Jacobs Engineering Grp., Inc.](#)

Tennessee Supreme Court

Milberg attorneys represented a group of hundreds of workers and their families who were injured when cleaning up a large coal ash spill in Kingston, Tennessee. The workers alleged, among other things, that the defendant had denied them essential personal protection equipment. Following years of litigation and a trial on certain issues, the defendant argued that the plaintiffs' claims must be dismissed under the Tennessee Silica Claims Protection Act, and the trial court certified the question to the Tennessee Supreme Court. Milberg attorneys briefed the issues and argued on the workers' behalf that the TSCPA did not cover or require dismissal of their claims. Before the Tennessee Supreme Court could rule, the parties settled their claims.

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Joe Kendall

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Envelope ID: 99417780

Filing Code Description: Motion - Miscellaneous

Filing Description: FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND BRIEF IN SUPPORT

Status as of 4/9/2025 8:18 AM CST

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