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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF SACRAMENTO**

12 KONNOR ROBISON-WILLIAMS,
13 individually and on behalf of all others
14 similarly situated,

15 Plaintiff,

16 v.

17 VISIONARY INTEGRATION
18 PROFESSIONALS,

19 Defendant.

Case No. 24CV012543

20 **MEMORANDUM OF POINTS AND**
21 **AUTHORITIES IN SUPPORT OF**
22 **PLAINTIFF'S UNOPPOSED MOTION**
23 **FOR PRELIMINARY APPROVAL OF**
24 **CLASS ACTION SETTLEMENT**

Department 23

Hearing Date: April 11, 2025

Hearing Time: 9:00 a.m.

Reservation No.: A-12543-001

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4 2 Herbert B. Newberg and Alba Conte, *Newberg on Class Actions*,
5 § 11.41 (3d ed. 1992) 15

Plaintiff Konnor Robison-Williams (“Plaintiff”) respectfully moves the Court to preliminarily approve a class action settlement with Defendant Visionary Integration Professionals, LLC (hereinafter, “VIP” or “Defendant”) pursuant to California Rules of Court, rule (“CRC”) 3.769(c).

The Settlement negotiated on behalf of the Class provides significant relief to Settlement Class Members. First, Settlement Class Members will have the opportunity to claim up to four hours of lost time, calculated at a rate of \$20 an hour, for time spent dealing with the Data Incident. S.A. ¶ 2.1. All Settlement Class members with documented out of pocket losses may also submit a claim for reimbursement of up to \$1,000.00 of those losses. *Id.* at ¶ 2.2. Finally, all California Settlement Subclass Members will have the ability to claim a \$100 cash payment in

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MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF’S MOTION FOR
PRELIMINARY APPROVAL

1 acknowledgement of the statutory damages for which California law allows under the CCPA. *Id.* at
2 ¶ 2.3. In addition to the relief that Settlement Class Members can claim, Defendant has also agreed
3 to implement and maintain certain data security enhancements intended to protect the PII it
4 continues to maintain from unauthorized access, the costs of which, approximately \$175,000,
5 Defendant will pay separate and apart from all other relief. *Id.* at ¶ 2.8; Declaration of John J. Nelson
6 in Support of Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement
7 (“Nelson Decl.”), ¶ 30.
8

9 The proposed Settlement meets all requirements for preliminary approval and secures relief
10 that exceeds relief in similar data breach settlements across the country. The Court should,
11 accordingly, preliminarily approve the settlement, appoint Plaintiff as Class Representative,
12 designate Plaintiff’s counsel as Class Counsel, authorize issuance of the class notice, issue a stay
13 of litigation pending final approval, and schedule the final approval hearing.

14 **II. SUMMARY OF THE LITIGATION AND SETTLEMENT**

15 On or about September 21, 2023, a third-party threat actor allegedly gained unauthorized
16 access to VIP’s computer network and may have accessed and acquired files containing the personal
17 identifiable information (“PII”) belonging to 3,431 of VIP’s current and former employees,
18 including Plaintiff. *See Complaint., generally.* Upon its discovery of the Data Incident, VIP sent
19 notification letters of the Data Incident to the affected individuals in April 2024 informing them
20 that their names, dates of birth, driver’s license or state identification numbers, and Social Security
21 numbers may have been impacted in the Data Incident.

22 Plaintiff filed his putative class action on June 24, 2024, in Sacramento County Superior
23 Court, Case No. 24CV012543, regarding the Data Incident (the “Action”). Shortly thereafter the
24 Parties determined that discussions regarding early resolution of the case could be beneficial. Over
25 the course of the next several months, the Settling Parties met and conferred about potential early
26 settlement of this matter. “Nelson Decl.” ¶ 18. During the course of these negotiations, VIP
27 produced informal discovery to Plaintiff in order for Plaintiff to better understand the nature of the
28 Data Incident, including information about the Data Incident and scope of information

1 compromised in the Data Incident, the size of the class, and the number of California residents
2 potentially implicated in the Data Incident. *Id.*

3
4 The Settling Parties reached an agreement in principle in August 2024, but certain material
5 terms remained unresolved. *Id.* ¶ 19 The Settling Parties continued to negotiate the finer points of
6 the Class Settlement Agreement, distribution mechanism, notice documents, and other exhibits to
7 the agreement. *See id.* The Class Settlement Agreement and exhibits were finalized by the Settling
8 Parties in late September 2024. *See id.*

9 **A. Proposed Settlement Terms**

10 **1. Definition of the Settlement Class**

11 The Settlement contemplates resolution of claims on behalf of a Settlement Class
12 comprised of approximately 3,431 individuals including approximately 685 California Subclass
13 Members. The Class Period is defined as beginning September 1, 2023 (the date of the Data
14 Incident) to seven days following the Court’s order granting preliminary approval. S.A. ¶ 2.2. The
15 proposed Settlement Class is defined as:

16 all individuals in the United States sent a notice of the Data Incident, including, but
not limited to, the California Settlement Subclass.

17 *See* S.A. ¶ 1.27.

18 The Settlement also includes a California Settlement Subclass, defined as:

19 all individuals who were sent notice of the Data Incident who currently reside in the
20 State of California.

21 *See* S.A. ¶ 1.2.

22 Excluded from the Settlement Class and California Settlement Subclass are: (i) VIP and
23 VIP’s parents, subsidiaries, affiliates, officers and directors, and any entity in which VIP has a
24 controlling interest; (ii) all individuals who make a timely election to be excluded from this
25 proceeding using the correct protocol for opting out; (iii) the attorneys representing the Parties in
26 the Litigation; (iv) all judges assigned to hear any aspect of the Litigation, as well as their immediate
27 family members; and (v) any person found by a court of competent jurisdiction to be guilty under
28 criminal law of initiating, causing, aiding, or abetting the Data Incident, or who pleads nolo

1
2 contendere to any such charge. *See id.* Plaintiff is a resident of California and has standing to assert
3 claims on behalf of California residents.²

4 **2. Compensation to Class Members and Data Security Improvements**

5 The Settlement provides the following types of compensation for Settlement Class
6 Members:

7 *First*, All Settlement Class Members who submit a Valid Claim using the Claim Form are
8 eligible to receive reimbursement for lost time, including time spent monitoring accounts, reversing
9 fraudulent charges, or otherwise dealing with the aftermath / clean-up of the breach, at the rate of
10 twenty dollars and no cents (\$20.00) per hour for up to four (4) hours. *Id.*, ¶ 2.1. Amounts recovered
11 for reimbursement of Lost Time are included in the \$1,000 per Class Member cap on out-of-pocket
12 reimbursement described below.

13 *Second*, VIP shall reimburse, as provided for below, each Settlement Class Member in the
14 amount of his or her proven loss, but not to exceed one thousand dollars and no cents (\$1,000.00)
15 per claim (and only one claim per Settlement Class Member), for a monetary out-of-pocket loss
16 that occurred as a result of the Data Incident if: (a) the loss is an actual, documented, and
17 unreimbursed monetary loss caused by (1) injurious misuse of the Settlement Class Member's
18 personally identifiable information ("PII") or (2) fraud associated with the Settlement Class
19 Member's PII; (b) the loss was substantially more likely than not caused by the Data Incident; and
20 (c) the loss occurred during the period from September 1, 2023, through and including seven days
21 after the Court approved notice of settlement is sent to the Settlement Class. *Id.* ¶ 2.2.

22 *Third*, Settlement Class Members who are residents of California will be entitled to claim
23 an additional cash payment of \$100 to resolve their California statutory claims. ¶ 2.3.

24 *Fourth*, Settlement Class Members are eligible to receive two (2) years of identity-theft
25 protection and credit monitoring services. Protection and monitoring provided shall include, at a

26
27 ² The assertions regarding Plaintiff's standing are for settlement purposes only and are not and
28 should not be construed as a concession or admission from VIP that Plaintiff has standing for any
other purposes.

1 minimum: (a) Credit monitoring at one of the three major credit reporting agencies: Equifax,
2 Experian or TransUnion; (b) Dark web monitoring; (c) Identity restoration and recovery services;
3 (d) \$1,000,000 identity theft insurance with no deductible. *Id.* ¶ 2.4.7.

4
5 *Fifth*, Defendant has agreed to strengthen its data security practices to ensure that
6 information it continues to possess is properly safeguarded from the threat of future unauthorized
7 access. The costs of these additional security measures amount to roughly \$175,000 and are to be
8 borne by Defendant separate and apart from the relief made available to Settlement Class Members
9 to claim. *Id.* ¶ 2.8; Nelson Decl. ¶ 30.

10 **3. Fees, Costs, Administration Expenses**

11 The Settlement Agreement further provides that counsel may seek up to \$125,000 for
12 attorneys' fees costs and expenses. S.A. ¶ 9.1. The Settlement Agreement also provides that Plaintiff
13 may seek a Service Award of \$1,500. *Id.*, ¶ 7.2. The Settling Parties did not discuss the payment of
14 attorneys' fees and/or the Service Award to Plaintiff until after the substantive terms of the
15 agreement were decided on, and neither approval of the fee award nor the service awards is a
16 condition of settlement. *Id.* ¶ 7.1, 7.6. Fees, costs, service awards and administration expenses will
17 be paid separately and apart from other benefits made available to Settlement Class Members.

18 **4. Class Notice**

19 Within seven (7) days after entry of the preliminary approval order, VIP shall provide the
20 Settlement Class List to the Claims Administrator, the Analytics Consulting, LLC ("Analytics").
21 *See* Declaration of Richard W. Simmons ("Notice Dec.") ¶ 29. As soon as practicable, but no later
22 than 30 days after the Court signs the preliminary approval order, Analytics will notify the
23 Settlement Class Members identified on the Class List using direct mail, and e-mail where
24 available. *Id.* ¶ 33. Notice will also be available on the Settlement Website. *Id.* ¶ 42.

25 The long-form notice includes: (i) information describing of the material terms of the
26 Settlement; (ii) a date to "opt out" of the Settlement Class; (iii) a date to object to the Settlement;
27 (iv) the date the Final Approval Hearing is scheduled to occur; (v) an explanation of compensation
28 to Settlement Class members; (vi) a description of how to submit claims; (vii) the relevant deadlines

1 for settlement administration; and (xiii) the internet address for the Settlement Website,
2 www.VIPSettlementCA.com, where Class Members can access Settlement information. *See* S.A.,
3 Exhibit C (Long Form Notice).

4 The Class Notice is written in plain and easy to understand language and both informs
5 Class Members of the process for making a claim and directs them to the Settlement Website for
6 additional information. Defendant has confirmed that its employees performed their duties using
7 the English language and there is no indication that the population requires notice in the Spanish or
8 any other language. Nelson Decl. ¶ 31.

9 Defendant will pay for the costs of notice separate and apart from all other relief afforded
10 to Settlement Class Members. *Id.* ¶ 3.2. Analytics estimate that the cost to provide notice and
11 administration services in this Settlement will be approximately \$18,779. Notice Dec. ¶ 51.

12 **5. Claims Process**

13 Settlement Class members will have 90 days from the deadline for the completion of Notice
14 to the Settlement Class to file a claim. SA, ¶ 2.4. Claims may be submitted electronically through
15 the Settlement Website, by downloading a claim form from the website and mailing it to Analytics,
16 or by requesting that Analytics mail them a claim form. A claim form is necessary to allow
17 Settlement Class Members to elect which payment option they want, and to provide the information
18 necessary to enroll in credit monitoring. The claims process is also necessary here to allow members
19 of the California Settlement Class to self-identify in order to demonstrate eligibility for the
20 California Statutory Claim Benefit. Moreover, the claims process is necessary to allow those
21 Settlement Class Members with documented losses to submit documentation and a claim for
22 reimbursement of up to \$1,000 of losses attributable to the Data Incident. Additionally, any
23 Settlement Class Member wishing to claim credit monitoring must affirmatively claim and sign-up
24 for the offered credit monitoring as additional personal information must be provided to the credit
25 monitoring service and Settlement Class Members cannot be automatically enrolled. Nelson Decl.
26 ¶ 29.

1 Plaintiff's counsel estimates a claims rate of approximately 2-5% and that estimate is based
2 on the realized claims rates of recent data breach class actions including *Cochran et al. v. The*
3 *Kroger Co.*, No. 5:21-cv-01887 (N.D. Cal.) (claims rate of 2.1%); *Gaston, et al., v. FabFitFun*, No.
4 2:20-cv-09534-RGK (C.D. Cal.) (claims rate of 5.3%); *In re Experian Data Breach Litigation*, No.
5 8:15-cv-01592 (C.D. Cal.) (claims rate of 2.9%); *Koenig, et al. v. Lime Crime, Inc.*, No. CV 16-503
6 (C.D. Cal.) (claims rate of 2.87%); *Adlouni v. UCLA Health Systems Auxiliary*, BC589243 (Cal.
7 Super. Ct.) (claims rate of 2.4%); *Atkinson et al. v. Minted, Inc.*, No. 3:20-cv-03869 (N.D. Cal.)
8 (claims rate of 3.5%); *see also e.g., Choi v. Mario Badescu Skin Care, Inc.*, (2016) 248 Cal. App.
9 4th 292, 297 (Noting "the typical consumer class action claim-rate of 5 percent"); *Sullivan v. DB*
10 *Invs., Inc.*, 667 F.3d 273, 329, fn. 60 (3d Cir. 2011) (noting that claims rates in consumer class
11 settlements "rarely" exceed 7 percent).

12 **6. Requests for Exclusion/Objections**

13 The Settlement further provides that class members shall have 60 days from the Notice
14 Commencement Date to object or opt out of the settlement. SA, ¶¶ 1.17-1.18. In addition, any
15 Settlement Class Member may appear at the Final Approval Hearing and state any objection to the
16 Settlement they may have, regardless as to whether they submitted a timely objection to the Claims
17 Administrator. *Id.* ¶ 5.2.

18 **7. The Release**

19 In consideration of the Settlement benefits, Settlement Class Members will release
20 Defendant from all claims that were or could have been alleged in the Complaint based on or arising
21 out of the Data Incident. S.A. ¶ 1.23. The release includes a 1542 waiver, but the release of unknown
22 claims is also limited to claims that were or could have been alleged in the Complaint based on or
23 arising out of the Data Incident. *Id.* ¶ 1.31; *Estorga v. Santa Clara Valley Transp. Auth.*, (N.D. Cal.
24 Dec. 11, 2020) 16-CV-02668-BLF, 2020 WL 7319356, at *5 (N.D. Cal. Dec. 11, 2020) (approving
25 1542 waiver in class action context, and noting: "Voluntarily waiving rights under Section 1542 of
26 the California Civil Code is a common and accepted practice," and that "the release is not a blanket
27 release of all potential claims, but is instead tailored ..."); *see also Spann v. J.C. Penney Corp.*,
28

(C.D. Cal. 2016) 314 F.R.D. 312, 327-28 (upholding waiver that “does not apply to claims other than those related to the subject matter of the litigation” finding “the release adequately balances fairness to absent class members and recovery for plaintiffs with Defendant’ business interest in ending this litigation with finality.”) Class Members who timely exclude themselves from the Settlement will not be bound by the release and will not receive any of the settlement benefits.

III. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT

The Court should preliminarily approve the Settlement because it secures an excellent result for the Settlement Class, is well within the range of probable final approval, and meets the requirements for certification for settlement purposes. The Court should also approve the form and manner of notice to the Settlement Class and schedule a Final Approval Hearing.

A. Legal Standards

A class action settlement requires court approval. (*Malibu Outrigger Bd. Of Governors v. Super. Ct.* (1980) 103 Cal.App.3d 573, 578-79 (citing *La Sala v. Am. Sav. & Loan Assn.* (1971) 5 Cal.3d 864, 871).) California courts often look to federal case law to guide them when resolving review and approval issues. (*See e.g., Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 820.) Settlement approval proceeds in two steps. First, “the court preliminarily approves the settlement and the class members are notified as directed by the court.” (*Id.*) The notice must explain the proposed settlement and how class members may object to it in writing and at hearing. (CRC 3.769(c).) Second, “the court conducts a final approval hearing to inquire into the fairness of the proposed settlement.” (*Cellphone Termination Fee Cases*, 180 Cal.App.4th at 1118.) In so doing, the court considers whether the settlement is “fair, adequate, and reasonable.” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1795 (as modified Sept. 30, 1996).)

Preliminary approval does not require the Court to conclusively determine whether the settlement is fair, reasonable, and adequate—although the settlement satisfies all three considerations. Rather, preliminary approval requires only an “initial evaluation” of the proposed settlement’s fairness. (Herbert B. Newberg & Alba Conte, *Newberg on Class Actions* (“Newberg”) § 11.25 (4th ed. 2002).) Preliminary approval means that the parties may notify the class about the

1 settlement, which the court will either finally approve or deny after considering any objections. (*See*
2 *Carter v. L.A.* (2014) 224 Cal.App.4th 808, 820; *U.S. v. State of Or.* (9th Cir. 1990) 913 F.2d 576,

3 580.) At final approval, the key factors California courts use to assess a settlement are:

4 [i] the strength of the plaintiffs’ case; [ii] the risk, expense, complexity, and likely
5 duration of further litigation; [iii] the risk of maintaining class action status
6 throughout the trial; [iv] the amount offered in settlement; [v] the extent of discovery
7 completed and the state of the proceedings; [vi] the experience and views of counsel;
[vii] the presence of a governmental participant; [viii] and the reaction of the class
members to the proposed settlement.

8 (*Deatrick v. Securitas Sec. Servs. USA, Inc.* (No. 13-cv-5016, N.D. Cal. Apr. 7, 2016), 2016 WL
9 1394275, at *4 (quoting *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1027); *see also*
10 *Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th 785, 799.) The Settlement satisfies
11 these factors.

12
13 Plaintiff and the Class faced significant legal risks in this case. Though plaintiffs around
14 the country have survived demurrers or motions to dismiss in data breach cases, winning class
15 certification and prevailing beyond summary judgment is far from certain. (*See Gaston v.*
16 *FabFitFun, Inc.* (No. 20-cv-09534 C.D. Cal. Dec. 9, 2021), 2021 WL 6496734, at *3 (“Historically,
17 data breach cases have experienced minimal success in moving for class certification.”) (collecting
18 cases)); *Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415, 2019 WL 6972701, at *1 (D.
19 Colo. Dec. 16, 2019) (“Data breach cases...are particularly risky, expensive, and complex,...and
20 they present significant challenges to plaintiffs at the class certification stage.”).

21 Genuine risks exist that Plaintiff might not prevail at class certification, trial, or on appeal.
22 Given these risks, this Settlement—which provides the Class with monetary relief, data security
23 enhancements, and two years of credit monitoring —falls within the range of possible approval.
24 (*Gaston*, 2021 WL 6496734, at *3 (monetary and non-monetary relief such as data security
25 improvement support settlement approval).) There are no grounds to doubt the Settlement
26 Agreement’s fairness as it was reached through an arm’s length negotiation after several months
27 and was adequately informed via the production of informal discovery. Nelson Decl. ¶¶ 18-19.

1 Thus, the Court should preliminarily approve the Settlement so that counsel may notify the
2 Settlement Class about its terms and set this matter for a final approval hearing.

3
4 **B. A Presumption of Fairness Applies to this Settlement**

5 There is a presumption that a proposed settlement is fair and reasonable when: (i) it follows
6 arm's-length negotiations; (ii) there has been sufficient investigation and discovery to permit
7 counsel and the Court to act intelligently; and (iii) counsel are experienced in similar litigation. (*See*
8 *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128; 2 Newberg *et al.*, *Newberg on*
9 *Class Actions* § 11.41 at 11-88 (3d ed. 1992).)

10 The SA satisfies all three factors. As noted above, the Settlement stems from successful
11 arm's-length negotiations. Nelson Decl. ¶¶ 18-19. Next, VIP provided to Plaintiff information on
12 the Data Incident's scope, including the types of PII compromised, which altogether allows the
13 Court to "independently and objectively analyze the evidence and circumstances before it in order
14 to determine whether the settlement is in the best interests of those whose claims will be
15 extinguished." (*Kullar*, 168 Cal.App.4th at 130; Nelson Decl. ¶ 18.) Counsel and the Court have
16 the information necessary to act intelligently.

17 Plaintiff is also represented by experienced Class Counsel. Nelson Decl. ¶¶ 2-10. Class
18 Counsel has successfully handled national, regional, and statewide class actions throughout the
19 United States, in both state and federal courts, including data breach class actions. *Id.* The resume
20 of Class Counsel, attached to the Nelson Declaration, sets forth the prior cases where counsel and
21 his firm have served as Class Counsel. Thus, the Court should presume the Settlement is fair.

22 **C. The Settlement Falls Within the Range of Possible Approval**

23 The Settlement recognizes the inherent risks, costs, and delays that come with prosecuting
24 complex cases like this one. If the matter were to proceed through litigation, VIP could manage to
25 dismiss Plaintiff's claims, defeat class certification, win on summary judgment or at trial, or succeed
26 on appeal. Even if Plaintiff won at trial, the jury's award may be less than what the Settlement
27 provides the Settlement Class. The only certainty is that if this case proceeds in litigation, the class
28 will have to wait longer for any recovery, and both parties will incur more fees and costs.

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1. The Strength of Plaintiff's Case Compared to the Settlement Amount

The “most important factor” the court considers at preliminary approval is “the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement.” (*Kullar*, 168 Cal.App.4th at 130.) The “legal uncertainty” of the claims at issue “supports approval of a settlement,” and courts have noted that the law surrounding “threshold issues” in data breach cases is still being developed. (*In re Anthem, Inc. Data Breach Litig.* (N.D. Cal. 2018) 327 F.R.D. 299, 317.) This weighs in favor of settlement approval here.

The Settlement also delivers numerous financial benefits to the Settlement Class, including up to \$1,000 in reimbursement for documented out-of-pocket losses and compensation for lost time dealing with the Data Incident, and two years of credit monitoring and identity theft protections. The Settlement also provides an additional \$100 for California Subclass members based on their statutory claims. These settlement terms are “within the range of reasonableness” for a data breach case. For example, in *In re Solara Med. Supplies Data Breach Litig.* (No. 19-cv-2284, S.D. Cal. Apr. 20, 2022), 2022 WL 1174102 at *7, the court preliminarily approved a data breach settlement that provided a maximum of \$100 cash payments to all class members. Here, the benefits to the Settlement Class exceed that and also allow Settlement Class Members to claim reimbursement for actual losses connected to the Data Incident as well as additional credit monitoring and identity theft protection.

2. The Risk, Expense, Complexity, and Likely Duration of Further Litigation and Risk of Maintaining Class Action Through Trial

The relief the Settlement affords to the Settlement Class must be considered against the costs, risks, and delay of prosecuting this action. The Court should find that the result Plaintiffs achieved is particularly favorable given the risks of continued litigation. Plaintiff faced serious risks prevailing on the merits, including proving injury and causation, certifying a class, and surviving a trial and potential appeal. Indeed, class certification in data breach cases is far from certain. (*See, e.g. In re TD Ameritrade Acct. Holder Litig.* (No. 07-cv-2852, N.D. Cal. Sept. 13, 2011), 2011 WL 4079226, at *5; *In re TJX Cos. Retail Sec. Breach Litig.*, 246 F.R.D. at 397 (refusing to certify a

1 class of banks alleging damages resulting from a retailer’s data breach because of individual issues
2 relating to causation); *Stollenwerk v. TriWest Healthcare All.* (No. 03-cv-0185, Slip Op. at 5-6, D.
3 Ariz. June 10, 2008) (individualized issues relating to proof of causation would predominate over
4 common questions).) This “uncertain state of the law” supports preliminary approval. (*See Munoz*
5 *v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 411.)

6
7 The SA not only avoids these risks, but also provides benefits to the Settlement Class *now*
8 rather than after years of risky litigation. This is particularly important considering the Settlement’s
9 identity theft and credit monitoring and injunctive relief components, which will protect the
10 Settlement Class against the Data Incident’s immediate effects. (*See In re Anthem, Inc. Data Breach*
11 *Litig.*, 327 F.R.D. at 317 (finding that the “negative effects of delay are especially acute” in the data
12 breach context).) The Settlement benefits provide a favorable result, placing the Settlement well
13 within the range of possible final approval.

14 **3. The Amount Offered in Settlement Compared to the Potential to Recover** 15 **at Trial**

16 The proposed Settlement provides significant benefits to the Settlement Class. There is no
17 reason to believe that Plaintiff could have recovered more at trial, nor would that possibility
18 undermine the settlement: “It is well-settled law that a cash settlement amounting to only a fraction
19 of the potential recovery does not per se render the settlement inadequate or unfair.” (*In re Mego*
20 *Fin. Corp.* (9th Cir. 2000) 213 F.3d 454, 459; *In re Premera Blue Cross Customer Data Sec. Breach*
21 *Litig.* (No. 15-md-2633, D. Or. July 29, 2019) 2019 WL 3410382, at *23 (“credit monitoring and
22 insurance benefit is an additional valuable benefit to Class Members.”); *see also Giroux v. Essex*
23 *Prop. Tr., Inc.* (No. 16-cv-1722, N.D. Cal. May 14, 2019) 2019 WL 2106587, at *4.)

24 Plaintiff asserts a claim under the CCPA which provides for statutory damages of between
25 \$100 to \$750 per California resident. (Cal. Civ. Code § 1798.150(a)(1)(A).) Given that there are
26 approximately 685 California Subclass Members, the CCPA damages range from \$68,500 to
27 \$513,000. VIP denies that it has any liability under the CCPA or for any other claim. The value of
28 the \$100 cash payments to California Subclass Members and the value of the credit monitoring

1 services alone places the value of the Settlement within the range of what California Settlement
2 Class Members would be eligible to recover under the CCPA. Settlement Class Members may also
3 recover up to \$1,000 for lost time and unreimbursed losses suffered as a result of the Data Incident
4 in addition to what they would be eligible to receive under the CCPA.

5
6 The negligence, breach of contract, and unjust enrichment claims are more difficult to
7 value. To date, there have been no data breach cases tried to verdict, and only a handful of cases
8 have achieved class certification. While class wide data breach damage models remain largely
9 untested, the typical measure of damages proffered has been a market value of personal information
10 based upon black market rates for the data points involved. *See, e.g. In re Brinker Data Incident*
11 *Litig.*, No. 3:18-CV-686-TJC-MCR, 2021 WL 1405508, at *3 (M.D. Fla. Apr. 14, 2021) , *vacated*
12 *in part sub nom. Green-Cooper v. Brinker Int'l, Inc.*, 73 F.4th 883 (11th Cir. 2023) (denying
13 *Daubert* challenge to expert using dark web average values as a methodology for calculating
14 damages); *Adkins v. Facebook, Inc.*, 424 F.Supp.3d 686, 694 (N.D. Cal. 2019) (same); cf. *In re*
15 *Marriott In'l, Inc., Customer Data Sec. Breach Litig.*, 341 F.R.D. 128, 153 (D. Md. 2022) (denying
16 class certification on plaintiffs' market theory approach but approving overpayment theory
17 approach). Under a market theory approach, Settlement Class Members may have been able to
18 recover \$2 - \$25 per person for their Social Security numbers involved in the Data Incident. *See*
19 [https://www.cnbc.com/2018/08/22/how-much-hackers-get-for-social-security-numbers-on-the-](https://www.cnbc.com/2018/08/22/how-much-hackers-get-for-social-security-numbers-on-the-black-market.html)
20 [black-market.html](https://www.cnbc.com/2018/08/22/how-much-hackers-get-for-social-security-numbers-on-the-black-market.html) (Social Security numbers selling from \$2 - \$25); *see also In re Premera Blue*
21 *Cross Customer Data Sec. Breach Litig.*, No. 3:15-MD-2633, Motion for Class Certification, ECF
22 No. 156, p. 20 (valuing Social Security numbers at \$5). Using values of \$2 - \$25, full recovery for
23 the class as a whole would be a range of \$6,862-\$385,775. Again, Defendant would challenge these
24 models as not viable and challenge class certification.

25 The UCL claim primarily adds injunctive relief value to the instant case as the only
26 remedies available under that claim are restitution and injunctive relief, and, given that Class
27 Members are eligible to receive direct payments, additional restitutionary relief would result in
28 double recovery. Similarly, the claim for equitable relief under the UCL is achieved here through

1 Defendant's agreement to implement enhanced data security measures. S.A. ¶ 2.8. Accordingly, all
2 Class Members will realize the value of injunctive relief available under the UCL.
3

4 **4. The Extent of Discovery Completed and the State of the Proceedings**

5 Although this case has not proceeded past the pleadings stage, the parties engaged in
6 extensive informal discovery. Nelson Decl. ¶ 18. Moreover, the factual issues are public and well-
7 known. The parties agree that the Data Incident happened, and that an unauthorized party accessed
8 the Settlement Class's PII. VIP has admitted and disclosed that cybercriminals hacked their
9 computer systems and accessed class members' PII. Plaintiffs were provided written notice that
10 their information was impacted by the breach. The parties also informally shared information
11 throughout the negotiation process about the scope of the Data Incident, the nature of the Class, and
12 the nature of the PII that was compromised. *Id.*

13 Given these undisputed facts, significant formal discovery was unnecessary to determine
14 the appropriate scope of the settlement. "[I]n the context of class action settlements, formal
15 discovery is not a necessary ticket to the bargaining table' where the parties have sufficient
16 information to make an informed decision about settlement." (*In re Mego Fin. Corp. Sec. Litig.*,
17 213 F.3d at 459; *see also Hart v. Colvin* (No. 15-cv-0623, N.D. Cal. Nov. 9, 2016) 2016 WL
18 6611002, at *8 (granting preliminary approval to a pre-discovery settlement where "the parties
19 exchanged some documents and information"); *In re Wawa, Inc. Data Sec. Litig.* (No. CV 19-6019
20 (E.D. Pa. July 30, 2021) 2021 WL 3276148, at *9 n.4 ("Although the Consumer Plaintiffs and
21 Wawa did not engage in 'formal' discovery, that is not necessarily an obstacle for preliminary
22 approval of a class action settlement, especially where, as here, the parties have exchanged
23 important informal discovery.") (citing *Fulton-Green v. Accolade, Inc.*, No. CV 18-274, 2019 WL
24 316722, at *3 (E.D. Pa. Jan. 24, 2019)).) Because Plaintiff ensured he had the facts necessary to
25 negotiate and settle the claims, the Court should preliminarily approve the settlement.

26 **5. The Experience and Views of Counsel**

27 Since "[p]arties represented by competent counsel are better positioned than courts to
28 produce a settlement that fairly reflects each party's expected outcome in litigation," the

1 “recommendations of plaintiffs’ counsel should be given a presumption of reasonableness.” (*In re*
2 *Linkedin User Priv. Litig.* (N.D. Cal. 2015) 309 F.R.D. 573, 588 (cleaned up).) Class Counsel is
3 experienced in litigating class actions and data breach cases, giving them confidence that the
4 settlement provides significant benefits for the Settlement Class. Nelson Decl. ¶¶ 49-50; *see* 2
5 Herbert B. Newberg and Alba Conte, *Newberg on Class Actions*, § 11.41, at 11-88 (3d ed. 1992)
6 (“There is usually an initial presumption of fairness when a proposed class settlement, which was
7 negotiated at arm’s length by counsel for the class, is presented for court approval.”). At all times,
8 Plaintiff and Class Counsel acted in the interests of the Settlement Class as a whole. The arm’s-
9 length nature of the Settlement and support of Class Counsel favor preliminary approval.

10 **D. The Class Should be Preliminarily Certified for Settlement Purposes**

11 In deciding whether to preliminarily approve a settlement, courts must first determine that
12 the settlement class is appropriate for certification. (*See, e.g., Hernandez v. Vitamin Shoppe Indus.,*
13 *Inc.* (2009) 174 Cal.App.4th 1441, 1457.) In California, “[t]he party advocating class treatment
14 must demonstrate the existence of an ascertainable and sufficiently numerous class, a well-defined
15 community of interest, and substantial benefits from certification that render proceeding as a class
16 superior to the alternatives.” (*Carter*, 224 Cal.App.4th at 817 (citation omitted).)

17 This Court can certify a nationwide class such as this for settlement purposes. (*See, e.g.*
18 *Dunk*, 48 Cal.App.4th at 1807 (finding that “a national class was appropriate for settlement
19 purposes.”); *In re Tenet Healthcare Cases II*, (No. BC287130, Cal. Super. Ct. Aug. 8, 2005) 2005
20 WL 1949562, at *1 (“...this Court of general jurisdiction in California does have jurisdiction to
21 certify a nationwide class action.”).) This is particularly true where, as here, the defendant “does
22 substantial business in California, and the policies and conduct giving rise to the allegations of the
23 complaints emanated from California.” (*Id.*; *see also Wershba v. Apple Computer, Inc.* (2001) 91
24 Cal.App.4th 224, 244 (certification of a nationwide settlement class is appropriate “[s]o long as the
25 requisite significant contacts with California are shown to exist...”).) And because the case is
26 settling and VIP does not oppose the certification of a nationwide class, “protracted determinations
27 of other states’ laws [are] unnecessary.” (*Dunk*, 48 Cal.App.4th at 1797. *See also Rockefeller Tech.*
28

1 *Invs. (Asia) VII v. Changzhou SinoType Tech. Co.* (2020) 9 Cal. 5th 125, 140, 460 P.3d 764, 772
2 (recognizing that a defendant can consent to personal jurisdiction for settlement purposes.) Here,
3 the Defendant has its principal place of business in California, where a large portion of the
4 individuals who are Settlement Class members are residents. Decision making concerning VIP's
5 operations, including its cybersecurity, emanated from California. Nelson Dec. ¶ 23. Most Class
6 Members interacted with Defendant in California for work performed in California, and a number
7 of Class Members are also California residents. *Id.* Defendant has consented to the jurisdiction of
8 this Court for purposes of the settlement. *Id.*

9 **1. The Class is Numerous and Ascertainable**

10 California law requires the class to be (1) so numerous that joinder is impractical
11 (*Richmond v. Dart Indus., Inc.* (1981) 29 Cal. 3d 462, 470.); and ascertainable such that it is defined
12 “in terms of objective characteristics and common transactional facts making the ultimate
13 identification of class members possible when that identification becomes necessary” (*Franchise*
14 *Tax Bd. Ltd. Liab. Corp. Tax Refund Cases* (2018) 25 Cal.App.5th 369, 393 (citation omitted).) “In
15 determining whether a class is ascertainable, the trial court examines the class definition, the size
16 of the class and *the means of identifying class members.*” (*Id.* (emphasis in original) (citation
17 omitted).) Here, the proposed Settlement Class includes 3,431 individuals whose information was
18 compromised, and who have already been sent notice of the Data Incident by VIP. Thus,
19 “ascertainability” and numerosity are satisfied.

20 **2. Common Questions of Law and Fact Predominate**

21 Settling parties must show that “predominant common questions of law or fact” exist
22 among class members. (*Dunk*, 48 Cal.App.4th at 1806.) Issues “predominate” when they are “the
23 principal issues in any individual action, both in terms of time to be expended in their proof and of
24 their importance.” (*Vasquez*, 4 Cal.3d at 810.) This does not mean that class members share the
25 *same* fact and legal issues; rather, the “existence of shared legal issues with divergent factual
26 predicates is sufficient, as is a common core of salient facts coupled with disparate legal remedies
27 within the class.” (*Hanlon*, 150 F.3d at 1019. *See also Collins v. Rocha* (1972) 7 Cal.3d 232, 238.)
28

1 As a result, alleging a common legal theory is enough to establish “predominance.” (*Morgan v.*
2 *Labs. Pension Trust Fund* (N.D. Cal. 1979) 81 F.R.D. 669, 676.) Plaintiffs and the Settlement Class
3 share the same facts and legal theories, satisfying the “predominance” requirement. Indeed, the
4 Settlement Class’s claims rise and fall on the same Data Incident, events leading to it, and liability
5 theories under California law. As with other data breach cases, “[t]he extensiveness and adequacy
6 of [defendant’s] security measures lie at the heart of every claim.” (*In re Anthem, Inc. Data Breach*
7 *Litig.*, 327 F.R.D. at 308.) There are no apparent differences among the Settlement Class, nor would
8 any minor differences defeat their shared factual and legal issues. Thus, “predominance” is
9 satisfied.

10 **3. Plaintiff’s Claims are Typical of Those of the Settlement Class**

11 “Typicality” requires that the named plaintiff’s interests in the action be like those of other
12 class members. (*See Fireside Bank v. Super. Ct.* (2007) 40 Cal.5th 1069, 1090.) A plaintiff’s claims
13 are “typical” if they arise from the same facts that give rise to the claims of other class members
14 and are based on the same legal theories. (*See Classen v. Weller* (1983) 145 Cal.App.3d 27, 46.) As
15 described above, Plaintiff shares the same facts and legal theories as the Settlement Class, meaning
16 their claims are “typical.” Indeed, Plaintiff’s interests do not conflict with the Settlement Class’s,
17 nor are any potential conflicts apparent. As a result, Plaintiff meets the typicality requirement.

18 **4. Plaintiff is an Adequate Class Representative**

19 A plaintiff must adequately protect the class’s interests. This requires that (1) there be no
20 disabling conflicts of interest between the class representative and the class, and (2) class counsel
21 be competent and experienced. (*McGhee v. Bank of Am.* (1976) 60 Cal.App.3d 442, 450.)

22 Plaintiff does not have any conflicts with the Settlement Class—their claims are the same.
23 Plaintiff is pursuing the same legal theories as the Settlement Class relating to the same course of
24 VIP’s conduct pertaining to the same alleged Data Incident and events leading to it. Plaintiff also
25 seeks the same relief applicable and beneficial to the Settlement Class.

26 Moreover, Class Counsel have extensive experience litigating complex cases and
27 consumer class actions, have been appointed class counsel in prior and similar cases, and have the
28

resources necessary to prosecute this action to its conclusion. *See* Nelson Decl., ¶¶ 2-10; *see also* Ex. 1 (firm resume). In so doing, they have recovered hundreds of millions of dollars for classes they represented. *Id.* Thus, class counsel are qualified to represent the Settlement Class and will, along with Plaintiff, vigorously protect its interests. Plaintiff is therefore adequate.

5. A Class Action is the Superior Method of Adjudication

A class action is the superior method of adjudicating this case. (*See Blue Chip Stamps v. Super. Ct.* (1976) 18 Cal.3d 381, 385.) The class device resolves all claims at once, with binding effect. The alternative is for each class member to sue separately. In this case, it would be impracticable to bring each claim individually, and those small claims would not be economically feasible or practical to bring individually. Thus, absent certification, most members of the Settlement Class would not seek recovery, which would be unjust. “The class action is a product of the court of equity. It . . . [was] adopted to prevent a failure of justice.” (*City of San Jose v. Super. Ct.* (1974) 12 Cal.3d 447, 458.) As a result, class certification is the best way to “achieve economies of time, effort and expense, and promote uniformity of decision as to persons similarly situated, without sacrificing procedural fairness.” (*Amchem Prod., Inc. v. Windsor* (1997) 521 U.S. 591, 615.)

Thus, Plaintiff’s motion meets all certification criteria, and the Settlement Class should be provisionally certified. (*Dean Witter Reynolds, Inc. v. Super. Ct.* (1989) 211 Cal.App.3d 758, 765 (if the necessary factors are found, “a trial court is under a duty to certify the class and is vested with no discretion to deny certification based upon other considerations”).)

E. The Proposed Notice is Adequate

The proposed notices are “adequate to fairly apprise the prospective members of the class of the terms of the proposed settlement and of the options that are open to them in connection with [the] proceedings.” (*7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1164 (citation omitted); SA, Ex. B and C.) They are written in plain, simple language, providing the key information about the SA, including: the Settlement benefits; the fact that the Settlement Class will be bound by the judgment; the right to opt-out or object and the

1 method for doing so; and the time, date, and place of the final approval hearing. Additionally, the
2 Claims Administrator is experienced in providing class notice and will set up a mobile accessible
3 and ADA compliant Settlement Website that Class Members can interact with directly. Notice Decl.
4 ¶¶ 4-21, 38-47. All important papers, including notice of the Final Judgment will be posted on the
5 Settlement Website. *Id.* ¶ 43. Additionally, the Claims Administrator has implemented robust data
6 security practices to ensure that Class Members's PII is protected from unauthorized access. *Id.* ¶¶
7 12-21.

8
9 **F. The Claims Process is Reasonable**

10 Plaintiff also notes that the claims process here is reasonable. The claims process affords
11 Settlement Class Members with lost time or documented losses to recover reimbursement, while
12 still providing the opportunity for two years of credit monitoring and identity theft protections, as
13 well as additional compensation to California subclass members. The parties have encouraged
14 claims participation as each Class Member will receive direct notice of the Settlement, the notice
15 materials are written in plain and easy to understand language, and claims may be submitted
16 electronically through the Settlement Website, which is ADA compliant and optimized for mobile
17 devices, or by mail. Notice Decl. ¶¶ 29-47. The proposed settlement framework is therefore the
18 most practicable settlement achievable.

19 **G. The Settlement's Attorneys' Fees and Costs and Service Award Provision is Reasonable**

20 The Agreement provides that Class Counsel will seek an award of attorneys' fees and costs
21 of up to \$125,000. S.A. ¶ 7.2. Class Counsel will also request a Service Award in the amount of
22 \$1,500 to Plaintiff. Plaintiff has been personally involved in the case and supports the Settlement.
23 Plaintiff has assisted counsel at each step of the litigation, including by contacting counsel and
24 assisting counsels' investigation into the Data Breach, the factual allegations regarding his
25 experience with VIP and the Data Incident, reviewing the complaint, and approving the terms of
26 the Settlement. *See* Declaration of Konnor Robison-Williams in support of Plaintiff's Motion for
27 Preliminary Approval. At the time Plaintiff's counsel makes their application for an award of fees
28

1 and costs, counsel will set forth in detail the basis for the amount of requested fees and why it is
2 reasonable. At the time of Final Approval, Counsel will present Counsel's lodestar in their fee
3 application. This information will also be prominently posted on the Settlement Website and the
4 Settlement Website is optimized for mobile phones and includes follow up efforts to contact
5 Settlement Class Members who engage with the Settlement Website. Notice Decl. ¶¶ 38-47.

6
7 **IV. CONCLUSION**

8 Plaintiffs respectfully ask the Court to grant preliminary approval of the Settlement and
9 adopt the proposed scheduled in the [Proposed] Order filed contemporaneously herewith.

10 Dated: January 22, 2025

Respectfully submitted,

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*Attorney for Plaintiff and the Proposed
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO**

KONNOR ROBISON-WILLIAMS, individually
and on behalf of all others similarly situated,

Plaintiff,

v.

VISIONARY INTEGRATION
PROFESSIONALS,

Defendant.

Case No. 24CV012543

**DECLARATION OF JOHN J.
NELSON IN SUPPORT OF
PLAINTIFF'S UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

I, John J. Nelson, being competent to testify, make the following declaration:

1. I am a partner at the law firm of Milberg Coleman Bryson Phillips Grossman, PLLC ("Milberg"). I am one of the lead attorneys in this matter, and I submit this Declaration in support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion for Preliminary Approval"). I am admitted to practice law in California and am a member in good standing of the State Bar of California. I make this Declaration based on my personal knowledge of the matters set forth herein and based on my active participation in all material aspects of this litigation. If called upon to do so, I could testify competently thereto.

**DECLARATION OF JOHN J. NELSON IN SUPPORT OF PLAINTIFF'S UNOPPOSED
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
CASE NO. 24CV012543**

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2. I have been licensed to practice law in California since 2017. In addition to being admitted in the State of California, I am admitted to practice in the Southern District of California, the Central District of California, the Northern District of California, and the Eastern District of California. I received my law degree from the University of San Diego School of Law in 2017 and my Bachelor of Science degree from Loyola University in Chicago, Illinois in 2010.

3. As an attorney with Milberg, I specialize in consumer protection, data breach, cybersecurity, and privacy class action and complex litigation on behalf of plaintiffs and have been involved with several high-profile data breach cases, including: *In re Canon U.S.A. Data Breach Litigation*, No. 1:20-cv-06239-AMD-SJB (S.D.N.Y. filed Dec. 23, 2020); *In re: Herff Jones Data Breach Litigation*, Master File No. 1:21-cv-1329-TWP-DLP (S.D. Ind.); *In Re: CaptureRx Data Breach Litigation*, No. 5:21-cv-00523-OLG (W.D. Tex.); and *In re Arthur J. Gallagher Data Breach Litig.*, No. 1:21-cv-04056 (N.D. Ill.).

4. I have recently been appointed by state and federal courts as class counsel in data breach class actions, including: *Feathers v. On Q Financial LLC*, 2:24-cv-00811 (D. Ariz.) (appointed co-lead counsel); *Anderson v. Oak View Group, LLC*, No. 2:24-cv-00719 (C.D. Cal.) (appointed co-lead counsel); *Puller-Soto v. UNITE HERE*, No. 1:24-cv-01565 (S.D.N.Y.) (preliminary approval granted January 10, 2025); *In Re: Ethos Technologies Inc. Data Breach Litigation*, No. 3:22-cv-09203-SK (N.D. Cal.) (final approval granted August 6, 2024); *Garges v. Liberty Partners Financial Services, LLC*, No. 22CV01190 (Cal. Sup. Ct. for Santa Cruz Cty.) (final approval granted February 10, 2024); *Khederlarian et al. v. Utility Trailer Manufacturing Co.*, No. 22STCV30604 (Cal. Sup. Ct. for Los Angeles Cty.) (final approval granted November 1, 2023); *Michael Wilson v. Maxim Healthcare Services, Inc.*, No. 37-2022-00046497-CU-MC-CTL (Cal. Super. Ct. for San Diego Cty.) (final approval granted July 28, 2023); *Franchi, et al. v. Barlow Respiratory Hospital*, No. 22STCV09016 (Cal. Sup. Ct. for Los Angeles Cty.) (final approval granted July 12, 2024); and *Bustos v. Riverside Medical Clinic*, No CVRI2203466 (Cal. Sup. Ct. for Riverside Cty.) (final approval granted August 23, 2024). I was also appointed to the Plaintiffs'

1 Steering Committee in *Cheng et al v. Toyota Motor Corporation, et al* a nationwide class action
2 involving defective fuel pumps which resulted in a 330-million-dollar nationwide settlement. Case
3 No. 1:20-CV-00629 (E.D.N.Y.) (final approval granted December 21, 2022).

4 5. Additionally, Milberg Attorneys have served as Lead Counsel, Co-Counsel, or Class
5 Counsel on hundreds of complicated and complex class actions. A copy of Milberg's Firm Resume
6 is attached to this Declaration as **Exhibit 1**.

7 6. These cases include cutting-edge litigation, including: *In re Dealer Management*
8 *Systems Antitrust Litigation*, Case No. 1:18-cv-00864 (N.D. Ill. 2018) (Milberg appointed co-lead
9 counsel; partial settlement of \$29.5 million, case on-going); *In re Seresto Flea and Tick Collar*
10 *Marketing, Sales Practices, and Products Liability Litigation*, Case No. 1:21-cv-04447 (N.D. Ill.
11 2021) (Milberg appointed co-lead counsel with Mr. Nelson appointed to the Plaintiffs' Steering
12 Committee); and *Carder v. Graco Children's Products, Inc. et al.*, Case No. 2:20-cv-00137 (N.D.
13 Ga. 2020) (Milberg appointed interim co-lead counsel; case on-going).

14 7. With respect to privacy cases, Milberg is presently litigating more than fifty (50)
15 cases across the country involving violations of the Telephone Consumer Protection Act, 47 U.S.C.
16 § 227 *et seq.*, privacy violations, data breaches, and ransomware attacks. Milberg Attorneys have
17 served as Lead Counsel, Co-Counsel, or Class Counsel on data breach and privacy litigations,
18 including *In re Blackbaud, Inc. Consumer Data Security Breach Litigation*, MDL 2972, Case No.
19 3:20-mn-02972 (D.S.C. 2020) (appointed co-lead counsel; case on-going).

20 8. Milberg Attorneys have also participated in other data breach and privacy litigation,
21 recently, which includes: *Veiga, et al. v. Respondus, Inc.*, Case No., 1:21-cv-02620 (N.D. Ill. 2021);
22 *Dickerson v. CDPQ Colonial Partners, L.P., et. al*, Case No. 1:21-cv-02098 (N.D. Ga. 2021); *In re*
23 *Wawa, Inc. Data Security Litigation*, 2:19-cv-06019 (E.D. Pa. 2019); *Whalen v. Facebook, Inc.*,
24 Case No.4:20-cv-06361 (N.D. Cal. 2020); and *K.F.C. v. Snap, Inc.*, No. 21-2247 (7th Cir. 2021).

25 9. Milberg Attorneys were Co-Lead Counsel in *In re Department of Veterans Affairs*
26 *(VA) Data Theft Litigation*, No. 1:06-MC-00506, 2007 WL 7621261 (D.D.C. Nov. 16, 2007)
27 (unlawful disclosure of PPI of 28.5 million military veterans and active-duty personnel; \$20 million

1 settlement fund).

2 10. Milberg Attorneys were also appointed Lead Counsel in *In re Google Buzz Privacy*
3 *Litigation*, No. C 10-00672 JW, 2011 WL 7460099 (N.D. Cal. June 2, 2011) (\$10 million settlement
4 fund in case arising from the unauthorized disclosure or personal information).

5 11. As demonstrated by the above, Milberg, myself, and the attorneys with whom I work
6 possess the requisite experience and resources necessary to prosecute this litigation and to represent
7 the Settlement Class.

8 12. My experience, and that of my colleagues, representing individuals in complex class
9 actions— including data breach actions—contributed to an awareness of Plaintiff’s settlement
10 posture, as well as the needs of Plaintiff and the proposed Settlement Class. And while I believe that
11 Plaintiff would ultimately prevail in the litigation on a class-wide basis I am also aware that a
12 successful outcome is uncertain and would be achieved, if at all, only after prolonged, arduous
13 litigation with the attendant risk of drawn-out appeals.

14 13. As described below, the Settlement provides significant relief to Members of the
15 Settlement Class, and I strongly believe that it is favorable for the Settlement Class. It is, in the
16 opinion of the undersigned, fair, reasonable, adequate, and in the best interests of the Settlement
17 Class Members, and is worthy of preliminary approval.

18 **Initial Investigation and Communications**

19 14. This litigation arises from a targeted cyberattack and data breach experienced by
20 Defendant, Visionary Integration Professionals (“VIP” or “Defendant”) on or about September 21,
21 2023 (the “Data Incident”). Specifically, a third-party threat actor allegedly gained unauthorized
22 access to VIP’s systems and may have accessed and acquired files containing the personal
23 identifiable information (“PII”), of certain current and former VIP employees. VIP notified
24 approximately 3,431 individuals of the Data Incident in April 2024.

25 15. After receiving notice that his information may have been impacted by the Data
26 Breach, Plaintiff retained Milberg to investigate and prosecute his claims.

1 16. I and my Milberg colleagues conducted a thorough pre-complaint investigation into
2 the circumstances that led up to the Data Incident, VIP’s response, the scope of the Data Incident,
3 the injuries experienced by the victims, the applicable law and available causes of action, and the
4 resulting potential damages available to Settlement Class Members. In doing so, we gathered all the
5 information that was available regarding VIP and the Data Incident—including information
6 regarding Defendant, publicly-available documents concerning announcements of the Data Incident
7 and the notice of Data Incident to VIP’s current and former employees.

8 **Procedural Posture and History of Negotiations**

9 17. Following this initial investigation, on June 24, 2024, Plaintiff filed a putative class
10 action complaint against VIP in the Superior Court of the County of Sacramento captioned *Konnor*
11 *Robison-Williams v. Visionary Integration Professionals*, Sacramento County Superior Court, Case
12 No. 24CV012543 (the “Litigation”). Plaintiff brought causes of action for: (1) Negligence;
13 (2) Breach of Implied Contract; (3) unjust enrichment; (4) violation of the Unfair Competition Law,
14 Cal. Bus. & Prof. Code §17200 *et seq.*; (5) violation of the California Consumer Privacy Act, Cal.
15 Civ. Code §§ 1798.100 *et seq.*, § 1798.150(a); and (6) violation of the California Customer Records
16 Act, Cal. Civ. Code § 1798.80 *et seq.*

17 18. Shortly after filing the Complaint, the Settling Parties recognized the benefits of
18 possible early resolution and over the course of several months, the Settling Parties engaged in a
19 voluntary exchange of confirmatory information to facilitate settlement discussions, and hard-fought
20 arms’ length negotiations. Specifically, confirmatory discovery produced by VIP identified the
21 nature of the cyber intrusion, the number of affected individuals (3,431), including the number of
22 California Subclass Members (685), and the precise categories of PII compromised in the Data
23 Breach. VIP also confirmed the number of notices issued to affected persons and that contact
24 information for the Settlement Class is readily identifiable from its own records.

25 19. Ultimately, the Settling Parties reached an agreement in principle in August 2024,
26 but certain material terms remained unresolved. The Settling Parties continued to negotiate the finer
27 points of the Class Settlement Agreement, distribution mechanism, notice documents, and other

1 exhibits to the agreement. The Class Settlement Agreement and exhibits were finalized by the
2 Settling Parties in September, 2024. A true and correct copy of the Settlement Agreement and
3 accompanying exhibits is attached hereto as **Exhibit 2**.

4 **The Class Settlement**

5 ***The Settlement Class***

6 20. The Settlement contemplates resolution of claims on behalf of a Settlement Class
7 comprised of approximately 3,431 individuals. The proposed Settlement Class is defined as:

8 all individuals in the United States sent a notice of the Data Incident, including, but
9 not limited to, the California Settlement Subclass.

10 21. The Settlement also includes a California Settlement Subclass, comprised of
11 approximately 685 individuals defined as:

12 all individuals who were sent notice of the Data Incident who currently reside in the
13 State of California.

14 22. Excluded from the Settlement Class and California Settlement Subclass are: (i) VIP
15 and VIP's parents, subsidiaries, affiliates, officers and directors, and any entity in which VIP has a
16 controlling interest; (ii) all individuals who make a timely election to be excluded from this
17 proceeding using the correct protocol for opting out; (iii) the attorneys representing the Parties in
18
19 the Litigation; (iv) all judges assigned to hear any aspect of the Litigation, as well as their immediate
20 family members; and (v) any person found by a court of competent jurisdiction to be guilty under
21 criminal law of initiating, causing, aiding, or abetting the Data Incident, or who pleads nolo
22 contendere to any such charge.

23 23. Defendant has its principal place of business in California, where a large portion of
24 the individuals who are Settlement Class members are residents. Decision making concerning VIP's
25 operations, including its cybersecurity, emanated from California. Most Class Members interacted
26 with Defendant in California for work performed in California, and a number of Class Members are
27 also California residents. Defendant has consented to the jurisdiction of this Court for purposes of

1 the settlement.

2 24. The Settlement contemplates resolution of claims on behalf of a Settlement Class
3 comprised of 3,431 individuals, including approximately 685 California Subclass Members. During
4 informal discovery, VIP confirmed the class size and that the Settlement Class is readily identifiable
5 from its own records.

6 ***Settlement Benefits***

7 25. All Settlement Class Members who submit a Valid Claim using the Claim Form are
8 eligible to receive reimbursement for lost time, including time spent monitoring accounts, reversing
9 fraudulent charges, or otherwise dealing with the aftermath / clean-up of the breach, at the rate of
10 twenty dollars and no cents (\$20.00) per hour for up to four (4) hours.

11 26. VIP shall also reimburse each Settlement Class Member in the amount of his or her
12 proven loss, but not to exceed one thousand dollars and no cents (\$1,000.00) per claim (and only
13 one claim per Settlement Class Member), for a monetary out-of-pocket loss that occurred as a result
14 of the Data Incident if: (a) the loss is an actual, documented, and unreimbursed monetary loss caused
15 by (1) injurious misuse of the Settlement Class Member's personally identifiable information ("PII")
16 or (2) fraud associated with the Settlement Class Member's PII; (b) the loss was substantially more
17 likely than not caused by the Data Incident; and (c) the loss occurred during the period from
18 September 1, 2023, through and including seven days after the Court approved notice of settlement
19 is sent to the Settlement Class.

20 27. Settlement Class Members who are residents of California will be entitled to an
21 additional cash payment of \$100 to resolve their California statutory claims under the CCPA.

22 28. Settlement Class Members are also eligible to receive two (2) years of identity-theft
23 protection and credit monitoring services. Protection and monitoring provided shall include, at a
24 minimum: (a) Credit monitoring at one of the three major credit reporting agencies: Equifax,
25 Experian or TransUnion; (b) Dark web monitoring; (c) Identity restoration and recovery services;
26 (d) \$1,000,000 identity theft insurance with no deductible.

29. The claims process is necessary here to allow members of the California Settlement Class to self-identify in order to demonstrate eligibility for the California Statutory Claim Benefit by verifying that they were a California resident at the time of the Data Incident. Moreover, the claims process is necessary to allow those Settlement Class Members with documented losses to submit documentation and a claim for reimbursement of up to \$1,000 of losses attributable to the Data Incident. Additionally, any Settlement Class Member wishing to claim credit monitoring must affirmatively claim and sign-up for the offered credit monitoring as additional personal information must be provided to the credit monitoring service and Settlement Class Members cannot be automatically enrolled.

30. All Class Members will also benefit from additional security enhancements implemented by Defendant the anticipated costs of which are presently estimated at \$175,000 and will be paid directly by Defendant separate and apart from all other benefits.

31. The Settlement provides fair and reasonable cash payments to Settlement Class Members and ensures that distribution of funds will reach the greatest number of Settlement Class Members because each Settlement Class Member will receive direct notice of the Settlement from Defendant, the notice documents are written in plain easy to understand language, and a toll free telephone number and Settlement Website are in place to allow Settlement Class Members to learn more about the settlement, request a claim form, and ask questions directly to the Settlement Administrator. Additionally, Defendant has confirmed that its employees performed their duties using the English language and there is no indication that the population requires notice in the Spanish or any other language.

Class Notice

32. The Parties agreed to use Analytics, LLC as the Claims Administrator (“Claims Administrator”), a firm with extensive experience in disseminating Notice and processing settlement claims.

33. All costs and expenses associated with providing Notice and Claims Administration will be paid by VIP separate and apart from the relief afforded in the Settlement.

1 34. The Notice and Claims Administration Process is described in the Declaration of
2 Richard W. Simmons of Settlement Analytics, LLC. In Support of Plaintiffs’ Motion for Preliminary
3 Approval of Class Action Settlement (“Notice Decl.”), attached hereto as **Exhibit 3**.

4 ***Exclusions and Objections***

5 35. The timing of the exclusions and objections process is structured to ensure that all
6 Settlement Class Members have adequate time to review the terms of the Class Settlement
7 Agreement and to decide whether they would like to opt-out of or object to the Settlement.
8 Settlement Class Members are also given sufficient time to review the Settlement documents—
9 including Plaintiffs’ Motion for Attorneys’ Fees, Costs, and Incentive Award.

10 *Exclusions*

11 36. Any Settlement Class Member wishing to opt out of the Settlement must
12 substantially complete a written Request for Exclusion that is timely delivered to the Claims
13 Administrator postmarked on or before the Opt-Out Deadline, which is no later than sixty (60) days
14 after the Notice Commencement Date or such other date set by the Court.

15 37. For a Request for Exclusion to be properly completed and executed, subject to
16 approval by the Court, it must be submitted by the Settlement Class Member on their own behalf,
17 mass or class opt-outs will not be permitted, and clearly manifest the Settlement Class Member’s
18 intent to be excluded from the settlement.

19 38. All Settlement Class Members who opt out of the Settlement Class shall not receive
20 any benefits of or be bound by the terms of the Class Settlement Agreement.

21 *Objections*

22 39. Each Settlement Class Member who does not file a timely Request for Exclusion
23 may send by mail that is timely delivered to the Claims Administrator, a notice of intent to object to
24 the Class Settlement Agreement. To be timely, written notice of an objection in the appropriate form
25 must be postmarked no later than the Objection Deadline, which is no later than sixty (60) days after
26 the Notice Commencement Date, or such other date set by the Court.

27 40. The Long Notice instructs Settlement Class Members who wish to object to the
28

1 Class Settlement Agreement to send their written objections to the designated Post Office box
2 established by the Claims Administrator as indicated in the Long Notice. The Long Notice shall
3 make clear that the Court can only approve or deny the Class Settlement Agreement and cannot
4 change the terms. The Long Notice shall advise Settlement Class Members of the deadline for
5 submission of any objections.

6 41. All objection notices must be written and should include, or substantially comply
7 with, the following: (i) the objector's full name, address, telephone number, and email address (if
8 any); (ii) the case name and docket number; (iii) information identifying the objector as a Settlement
9 Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of
10 original notice of the Data Incident or a statement explaining why the objector believes he or she is
11 a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied
12 by any legal support for the objection the objector believes applicable; (v) the identity of all counsel
13 representing the objector in connection with the objection; (vi) a statement whether the objector
14 and/or his or her counsel will personally appear at the Final Approval Hearing; and (vii) the
15 objector's signature or the signature of the objector's duly authorized attorney or other duly
16 authorized representative.

17 42. Notwithstanding the foregoing, any Settlement Class Member who timely submits
18 a written notice of objection or attends the Final Approval Hearing may so state their objection at
19 that time, subject to the Court's approval.

20 ***Attorneys' Fees' Expenses, and Incentive Awards***

21 43. The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses
22 and/or incentive awards to Representative Plaintiff until after the primary terms of the settlement
23 had been agreed upon, other than that VIP would pay reasonable attorneys' fees, costs, expenses,
24 and an incentive award to Representative Plaintiff as may be agreed to by VIP and/or as ordered by
25 the Court.

26 44. Settlement Class Counsel will seek reasonable attorneys' fees, costs, and expenses,
27 in an amount not to exceed \$125,000, subject to Court approval. The entirety of the attorneys' fees

1 and expenses award shall be payable by VIP. To date, Class Counsel has incurred \$1,668.28 in
2 reasonable expenses.

3 45. The Settlement Agreement calls for a reasonable service award for Representative
4 Plaintiff in the amount of \$1,500.00, to be paid by VIP, subject to Court approval. VIP will not
5 object to Representative Plaintiff's request for a service award, unless the request exceeds the terms
6 outlined in the Class Settlement Agreement. In addition to the amount of time and effort that
7 Representative Plaintiff has expended in this case to date, Plaintiff will continue to expend
8 significant time and effort representing the Settlement Class should preliminary approval be granted.

9 46. Plaintiff has been personally involved in the case and supports the Settlement.
10 Plaintiff has assisted counsel at each step of the litigation, including by contacting counsel and
11 assisting counsels' investigation into the Data Breach, the factual allegations regarding his
12 experience with VIP and the Data Incident, reviewing the complaint, and approving the terms of the
13 Settlement. Plaintiff strongly believes that the settlement is favorable to the Settlement Class and
14 has committed himself to seeing this litigation through to the benefit of the Class as a whole.

15 47. Attached hereto as **Exhibit 4** is the Declaration of Plaintiff in Support of Plaintiff's
16 Unopposed Motion for Preliminary Approval.

17 ***Release***

18 48. The Release for Settlement Class Members (who do not exclude themselves) in this
19 case encompasses all claims that have been alleged in the operative Complaint on behalf of any
20 Settlement Class Member, or that could have been alleged on behalf of any Settlement Class
21 Member because they reasonably arise out of the same set of facts as alleged in the operative
22 Complaint.

23 ***Counsel's Evaluation of the Settlement***

24 49. Class Counsel believe that the claims asserted in this case have merit. Class Counsel
25 acknowledge, however, the expense and length of continued proceedings necessary to prosecute the
26 litigation against VIP through motion practice, trial, and potential appeals. Class Counsel have also
27 taken into account the uncertain outcome and risk of further litigation, as well as the difficulties and

1 delays inherent in such litigation.

2 50. It is my opinion and that of Representative Plaintiff, based on Milberg's experience
3 generally and our investigation and research into this case in particular, that the Settlement is fair,
4 reasonable, and adequate, and in the best interests of the Settlement Class. To assess the adequacy
5 of the Settlement, Class Counsel estimated the total value of all of Plaintiff's claims by analyzing
6 the body of settlements in which they have been involved and those that research has revealed.
7 Moreover, the collective experience of myself, and my colleagues with experience on similar types
8 of privacy and data protection practices, provided substantive knowledge on the subject that enabled
9 us to represent Plaintiff and Settlement Class Members' interests without expending hundreds of
10 hours and substantial financial resources to come up to speed on the subject area or engaging in
11 formal discovery.

12 51. I further confirm that there are no fee sharing arrangements that exist with respect
13 to the attorney's fees in this litigation.

14 I declare under penalty of perjury under the laws of the State of California that that
15 foregoing is true and correct.

16 Dated: January 22, 2025

17 Respectfully submitted,

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John J. Nelson (SBN 317598)
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
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San Diego, CA 92101
Tel: (858) 209-6941
jnelson@milberg.com

*Attorney for Plaintiffs and the Proposed
Settlement Class*

EXHIBIT 1



FIRM RESUME

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

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.

ANTITRUST & COMPETITION LAW

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.

FINANCIAL LITIGATION

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.

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.

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.

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.

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.

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.

INFORMATION TECHNOLOGY

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.

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.

LEADERSHIP ROLES

In re: Google Play Consumer Antitrust Litigation
In re: Elmiron (Pentosan Polysulfate Sodium) Products Liability Litigation
In re: Johnson & Johnson Talcum Powder Products Marketing, Sales Practices & Products Liability Litigation
In re: Blackbaud Inc., Customer Data Breach Litigation
In re: Paragard IUD Products Liability Litigation
In re: Seresto Flea & Tick Collar, Marketing Sales Practices & Product Liability Litigation
In re: All-Clad Metalcrafters, LLC, Cookware Marketing and Sales Practices Litigation
In re: Allergan Biocell Textured Breast Implant Products Liability Litigation
In re: Zicam Cold Remedy Marketing, Sales Practices and Products Liability Litigation
In re: Guidant Corp. Implantable Defibrillators Product Liability Litigation
In re: Ortho Evra Products Liability Litigation
In re: Yasmin and YAZ (Drospirenone) Marketing, Sales Practices and Products Liability Litigation
In re: Kugel Mesh Hernia Patch Products Liability Litigation
In re: Medtronic, Inc. Sprint Fidelis Leads Products Liability Litigation
In re: Stand 'N Seal Products Liability Litigation
In re: Chantix (Varenicline) Products Liability Litigation
In re: Fosamax (alendronate Sodium) Products Liability Litigation
In re: Benicar (Olmesartan) Products Liability Litigation
In re: Onglyza (Saxagliptin) & Kombiglyze Xr (Saxagliptin & Metformin) Products Liability Litigation
In re: Risperdal and Invega Product Liability Cases
In re: Mirena IUS Levonorgestrel-Related Products Liability Litigation
In re: Incretin-based Therapies Product Liability Litigation
In re: Reglan/Metoclopramide
In re: Levaquin Products Liability Litigation
In re: Zimmer Nexgen Knee Implant Products Liability Litigation
In re: Fresenius Granuflo/Naturalyte Dialysate Products Liability Litigation
In re: Propecia (Finasteride) Products Liability Litigation
In re: Transvaginal Mesh (In Re C. R. Bard, Inc., Pelvic Repair System Products Liability Litigation; In Re Ethicon, Inc., Pelvic Repair System Products Liability Litigation; In Re Boston Scientific, Inc., Pelvic Repair System Products Liability; In Re American Medical Systems, Pelvic Repair System Products Liability, and others)
In re: Fluoroquinolone Product Liability Litigation
In re: Depuy Orthopaedics, Inc., Pinnacle Hip Implant Products Liability Litigation
In re: Recalled Abbott Infant Formula Products Liability Litigation
Home Depot, U.S.A., Inc. v. Jackson
Webb v. Injured Workers Pharmacy, LLC

NOTABLE RECOVERIES

\$4 Billion Settlement

In re: Prudential Insurance Co. Sales Practice Litigation

\$3.2 Billion Settlement

In re: Tyco International Ltd., Securities Litigation

\$1.14 Billion Settlement

In Re: Nortel Networks Corp. Securities Litigation

\$1 Billion-plus Trial Verdict

Vivendi Universal, S.A. Securities Litigation

\$1 Billion Settlement

NASDAQ Market-Makers Antitrust Litigation

\$1 Billion Settlement

W.R. Grace & Co.

\$1 Billion-plus Settlement

Merck & Co., Inc. Securities Litigation

\$775 Million Settlement

Washington Public Power Supply System Securities Litigation

\$586 Million Settlement

In re: Initial Public Offering Securities Litigation

LOCATIONS

PUERTO RICO

1311 Avenida Juan Ponce de León
San Juan, Puerto Rico 00907

CALIFORNIA

280 South Beverly Drive, Penthouse
Beverly Hills, California 90212

402 West Broadway, Suite 1760
San Diego, California 92101

FLORIDA

201 Sevilla Avenue, Suite 200,
Coral Gables, Florida 33134

3833 Central Avenue
St. Petersburg, Florida 33713

ILLINOIS

227 W. Monroe Street, Suite 2100
Chicago, Illinois 60606

LOUISIANA

5301 Canal Boulevard
New Orleans, Louisiana 70124

MICHIGAN

6905 Telegraph Road, Suite 115
Bloomfield Hills, Michigan 48301

NEW JERSEY

1 Bridge Plaza North, Suite 675
Fort Lee, New Jersey 07024

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100 Garden City Plaza, Suite 500
Garden City, New York 11530

405 E 50th Street
New York, New York 10022

NORTH CAROLINA

900 West Morgan Street
Raleigh, North Carolina 27603

5 West Hargett Street, Suite 812
Raleigh, North Carolina 27601

SOUTH CAROLINA

825 Lowcountry Blvd, Suite 101
Mount Pleasant, South Carolina 29464

TENNESSEE

800 S. Gay Street, Suite 1100
Knoxville, Tennessee 37929

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1420 Fifth Ave, Suite 2200
Seattle, Washington 98101

17410 133rd Avenue, Suite 301
Woodinville, Washington 98072

WASHINGTON, D.C.

5335 Wisconsin Avenue NW, Suite 440
Washington, D.C. 20015

NETHERLANDS

UNITED KINGDOM



EXHIBIT 2

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO**

Konnor Robison-Williams, individually and on behalf of all others similarly situated, <i>et</i> <i>al.</i>)	
)	
)	Case No. 24CV012543
Plaintiff,)	
)	
v.)	
)	
Visionary Integration Professionals, LLC,)	
)	
Defendant.)	
)	

SETTLEMENT AGREEMENT

This Settlement Agreement, effective as of the last date of execution hereof (the “Effective Date”), is made and entered into by and among the following Settling Parties (as defined below): (i) Konnor Robison-Williams (“Representative Plaintiff”), individually and on behalf of the Settlement Class (as defined below), by and through their respective counsel, Milberg Coleman Bryson Phillips Grossman, PLLC, (“Proposed Class Counsel” or “Class Counsel”); and (ii) Visionary Integration Professionals, LLC (“VIP” and, together with Representative Plaintiff, the “Parties”). 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

This matter concerns a putative class action *Robison-Williams. v. Visionary Integration Professionals, LLC*, Sacramento County Superior Court Case No. 24CV012543 (the “Litigation”), which arises out of an alleged Data Incident (as defined below) which VIP discovered on or about September 21, 2023. Specifically, a third-party actor allegedly gained unauthorized access to

VIP's computer network and/or files which may have included the personal identifiable information ("PII") of Plaintiff and Settlement Class Members.

VIP notified approximately 3,431 individuals of the Data Incident. Representative Plaintiff received his notice letters in or about April 2024.

Representative Plaintiff filed his putative class action on June 24, 2024 in Sacramento County Superior Court, Case No. 24CV012543, regarding the Data Incident.

Over the course of more than a month, the Parties engaged in hard fought, arms' length, settlement negotiations. As a result of those efforts, the Parties reached a settlement, which is memorialized in this Settlement Agreement. Pursuant to the terms set forth below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against VIP and the Released Persons (as defined below) relating to the Data Incident, by and on behalf of Representative Plaintiff and the Settlement Class Members (collectively, the "Litigation").

II. CLAIMS OF REPRESENTATIVE PLAINTIFF AND BENEFITS OF SETTLING

Representative Plaintiff believes the claims asserted in the Litigation, as set forth in the Complaint, have merit. Representative Plaintiff and Proposed Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against VIP through motion 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. Proposed 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 Representative Plaintiff and the Settlement Class Members.

III. DENIAL OF WRONGDOING AND LIABILITY

VIP denies each and all of the claims and contentions alleged against it in the Litigation. VIP denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the

Litigation. Nonetheless, VIP has concluded that continuing with the 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. VIP also has taken into account the uncertainty and risks inherent in any litigation. VIP has, therefore, determined that it is desirable and beneficial that the Litigation be 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 Representative Plaintiff, individually and on behalf of the Settlement Class Members, the Proposed Class Counsel, and VIP that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and judgment shall be entered as to the Settling Parties and the Settlement Class Members, except those Settlement Class Members who timely opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement. The Settling Parties agree that, after entry of judgment, the Court will retain jurisdiction over the Settling Parties, the litigation, and the Settlement Agreement solely for purposes of (i) enforcing this Agreement and/or judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-judgment matters as are permitted by law.

1. Definitions

As used in the Settlement Agreement, the following terms have the meanings specified below:

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

1.2 “California Settlement Subclass” means all individuals who were sent notice of the Data Incident who currently reside in the State of California. The California Settlement Subclass specifically excludes: (i) VIP and VIP’s parents, subsidiaries, affiliates, officers and directors, and any entity in which VIP has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) the attorneys

representing the Parties in the Litigation; (iv) all judges assigned to hear any aspect of the Litigation, as well as their immediate family members; and (v) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident, or who pleads *nolo contendere* to any such charge. For avoidance of doubt, members of the California Settlement Subclass are each considered to be members of the Settlement Class.

1.3 “California Settlement Subclass Member(s)” means a Person(s) who falls within the definition of the California Settlement Subclass.

1.4 “Claims Administration” means the processing and payment of claims received from Settlement Class Members and California Settlement Subclass Members by the Claims Administrator.

1.5 “Claims Administrator” means Analytics, LLC, a company experienced in administering class action claims generally and specifically those of the type provided for and made in data breach litigation.

1.6 “Claims Deadline” means the postmark deadline for valid claims pursuant to ¶ 2.4.

1.7 “Claim Form” means the form that the Settlement Class Member must complete and submit on or before the Claim Deadline in order to be eligible for the benefits described herein. The Claim Form shall be reformatted by the Claims Administrator in order to permit the option of filing of claims electronically. The Claim Form template is attached as **Exhibit A** to this Settlement Agreement.

1.8 “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.

1.9 “Court” means the Superior Court of the State of California, County of Sacramento.

1.10 “Data Incident” means the unauthorized access of VIP’s computer network(s) by a third party, which was discovered by VIP in or around September 2023.

1.11 “Dispute Resolution” means the process for resolving disputed Settlement Claims as set forth in this Agreement.

1.12 “Effective Date” means the first date by which all of the events and conditions specified in ¶ 9.1 herein have occurred and been met.

1.13 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); 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 or service award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.14 “Judgment” means a judgment rendered by the Court, in the form attached hereto as **Exhibit E**, or a judgment substantially similar to such form.

1.15 “Long Notice” means the written long-form notice (including electronic notice) of the proposed class action settlement to be posted on the settlement website, substantially in the form as shown in **Exhibit C** attached hereto.

1.16 The “Notice Commencement Date” means the date by which notice to Settlement Class Members shall commence and shall be thirty (30) days after the entry of the Preliminary Approval Order.

1.17 “Objection Date” means the last date by which Settlement Class Members must mail to Class Counsel and counsel for VIP their written objection to the Settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Objection Date shall be sixty (60) days after the Notice Commencement Date.

1.18 “Opt-Out Date” means the date by which requests for exclusion from the Settlement Class must be postmarked in order to be effective and timely. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date shall be sixty (60) days after the Notice Commencement Date.

1.19 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or 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 assignees.

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

1.21 “Plaintiff’s Counsel” and “Proposed Class Counsel” means Milberg Coleman Bryson Phillips Grossman, PLLC.

1.22 “Related Entities” means VIP’s past, present, or future parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

1.23 “Released Claims” shall collectively mean any and all claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including any violation of the California Consumer Privacy Act, § 1798.100, *et seq.*, and similar state and federal consumer-protection statutes; any violation of California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, and all similar statutes in effect in any states in the United States; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; intrusion into private

affairs; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; breach of the covenant of good faith and fair dealing; and failure to provide adequate notice pursuant to any breach notification statute or common law duty; 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, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, 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 Persons 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 Complaint in this Litigation. Released Claims shall include Unknown Claims as defined in ¶ 1.31. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons 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 excluded themselves from the Settlement Class.

1.24 "Released Persons" means VIP, its Related Entities, and each of its past or present, or future parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers.

1.25 "Representative Plaintiff" means Konnor Robison-Williams.

1.26 "Settlement Claim" means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.27 "Settlement Class" means all individuals in the United States sent a notice of the Data Breach, including, but not limited to, the California Settlement Subclass. The Settlement Class specifically excludes: (i) VIP and VIP's parents, subsidiaries, affiliates, officers and directors, and any entity in which VIP has a controlling interest; (ii) all individuals who make a

timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) the attorneys representing the Parties in the Litigation; (iv) all judges assigned to hear any aspect of the Litigation, as well as their immediate family members; and (v) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident, or who pleads *nolo contendere* to any such charge.

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

1.29 “Settling Parties” means, collectively, VIP and Representative Plaintiff, individually and on behalf of the Settlement Class.

1.30 “Short Notice” means the postcard short form notice of the proposed class action settlement, substantially in the form as shown in **Exhibit B** attached hereto. The Short Notice will direct recipients to the settlement website and inform members of the Settlement Class of, among other things, the Claims Deadline, the Opt-Out and Objection Deadlines, and the date of the Final Approval Hearing (if set prior to the Notice Commencement Date (as defined herein)). The Short Notice will be mailed to all Class Members and emailed to those Class Members with known email addresses.

1.31 “Unknown Claims” means any of the Released Claims that any Settlement Class Member or California Settlement Subclass Member, including Representative Plaintiff, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, 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, the Settling Parties stipulate and agree that upon the Effective Date, Representative Plaintiff expressly shall have, and each of the other Settlement Class Members and California Settlement Subclass Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by Cal. Civ. Code § 1542, and also any and all provisions, rights, and benefits conferred

by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to Cal. Civ. 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 Representative Plaintiff, and California Settlement Subclass Members, any of them, 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 Representative Plaintiff expressly shall have, and each other Settlement Class Member and California Settlement Subclass Members 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.

1.32 “United States” as used in this Settlement Agreement includes the District of Columbia and all territories.

1.33 “Valid Claim” means a Settlement Claim in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or Dispute Resolution process.

2. Settlement Benefits

2.1 Lost-Time Reimbursement. All Settlement Class Members who submit a Valid Claim using the Claim Form (**Exhibit A** to this Settlement Agreement) are eligible to receive reimbursement lost time, including time spent monitoring accounts, reversing fraudulent charges, or otherwise dealing with the aftermath / clean-up of the breach, at the rate of twenty dollars and no cents (\$20.00) per hour for up to four (4) hours. Members of the Settlement Class must attest

on the Claim Form to the time spent. No documentation other than a verified description of their actions shall be required for members of the Settlement Class to receive compensation for attested time.

2.2 Expense Reimbursement. VIP shall reimburse, as provided for below, each Settlement Class Member in the amount of his or her proven loss, but not to exceed one thousand dollars and no cents (\$1,000.00) per claim (and only one claim per Settlement Class Member), for a monetary out-of-pocket loss that occurred as a result of the Data Incident if: (a) the loss is an actual, documented, and unreimbursed monetary loss caused by (1) injurious misuse of the Settlement Class Member's personally identifiable information ("PII") or (2) fraud associated with the Settlement Class Member's PII; (b) the loss was substantially more likely than not caused by the Data Incident; and (c) the loss occurred during the period from September 1, 2023, through and including seven days after the Court approved notice of settlement is sent to the Settlement Class. The total of all amounts recovered for lost time under ¶ 2.1 combined with unreimbursed losses recovered under this paragraph shall not exceed \$1,000.00 per Settlement Class Member. Settlement Class Members with claims under this paragraph may also submit claims for benefits under ¶ 2.1.

2.3 California Statutory Claim Benefits. In addition to the above benefits, California Settlement Subclass Members are eligible for a separate, California statutory damages award. The amount awarded to California Settlement Subclass Members who submit a Valid Claim shall be one hundred dollars and no cents (\$100.00). To redeem this \$100.00 benefit, California Settlement Subclass Members must submit a Claim Form (**Exhibit A** to this Settlement Agreement) and attest that they were a California resident at the time of the Data Incident about which they were notified by VIP.

2.4 Claims Process. Settlement Class Members seeking reimbursement under ¶¶ 2.1 or 2.2, and California Settlement Subclass Members seeking reimbursement under ¶ 2.3, must complete and submit a valid, written Claim Form to the Claims Administrator, postmarked on or before the ninetieth (90th) day after the deadline for the completion of Notice to Settlement Class

Members as set forth in ¶ 3.2 (the “Claims Deadline”). The Notice will specify this deadline and other relevant dates described herein.

2.4.1 As proof of class membership, any Person filing a claim must attest that he or she is a Settlement Class Member and also submit either (1) a unique code to be provided by the Claims Administrator based on the approved list of class members to be sent direct Notice. In order to claim expense reimbursement, related documentation must be provided with the Claim Form, and the payment claimed pursuant to the Claim Form cannot have been reimbursed from any other source.

2.4.2 The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief, and is being made under the laws of the United States. Notarization shall not be required. The Settlement Class Member must plausibly attest that the out-of-pocket expenses and charges claimed were both actually incurred and arose from the Data Incident. Failure to provide supporting attestation and documentation as requested on the Claim Form, and after a reasonable opportunity to cure after notice from the Claims Administrator (as described below in Section 2.6.2), shall result in denial of a claim. Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions stated in ¶ 2.6.

2.4.3 Nothing in this Settlement Agreement shall be construed to provide for a double payment for the same loss or injury that was reimbursed or compensated by any other source.

2.4.4 To be valid, claims must be complete and submitted to the Claims Administrator on or before the Claims Deadline. Mailed claims must be postmarked on or before the Claims Deadline in order to be valid.

2.4.5 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.

2.4.6 Claimants seeking payment pursuant to ¶ 2.3 must also attest under the laws of the United States that claimant is a resident of the State of California and provide their California address. Notarization shall not be required.

2.4.7 Identity-Theft Protection and Credit Monitoring. Settlement Class Members are eligible to receive two (2) years of identity-theft protection and credit monitoring services. Protection and monitoring provided shall include, at a minimum:

- a) Credit monitoring at one of the three major credit reporting agencies: Equifax, Experian or TransUnion;
- b) Dark web monitoring;
- c) Identity restoration and recovery services;
- d) \$1,000,000 identity theft insurance with no deductible.

2.4.8 Settlement Class Members can enroll for these identity protection and credit monitoring services whether or not they are eligible for a monetary recovery under this Settlement.

2.5 Dispute Resolution for Claims.

2.5.1 The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant is a California Settlement Subclass Member; (3) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the claimant's class membership and the expenses described in ¶¶ 2.1 through 2.3; and (4) the information submitted could lead a reasonable person to conclude that it is more likely than not the claimant has suffered the claimed losses as a result of the Data Incident (collectively, "Facially Valid"). The Claims Administrator may, at any time, request from the claimant, in writing, additional information ("Claim Supplementation") as the Claims Administrator may reasonably require in order to evaluate the claim, *e.g.*, documentation requested on the Claim Form, information regarding the claimed losses, available insurance and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof.

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 request Claim Supplementation and give the claimant thirty (30) days to cure the defect before rejecting the claim. If the defect is not cured, 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 thirty (30) 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. If the claim is not Facially Valid because the claimant has not provided all information needed to complete the Claim Form and evaluate the claim, then the Claims Administrator may reject the claim without any further action.

2.5.4 Settlement Class Members shall have thirty (30) days from receipt of the offer to accept or reject any offer of partial payment received from the Claims Administrator. If a Settlement Class Member does not timely accept or reject an offer of partial payment, the Settlement Class Member will be deemed to have accepted such partial payment offer. If a Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a final, non-appealable determination. If the claimant approves the final determination, then the approved amount shall be the amount to be paid. If the claimant does not approve the final determination within thirty (30) days, then the dispute will be determined by the Claims Administrator within an additional ten (10) day period.

2.6 Settlement Expenses. All costs for notice to the Settlement Class as required under ¶¶ 3.1 and 3.2, and Costs of Claims Administration under ¶¶ 8.1 and 8.2, shall be paid by VIP.

2.7 Settlement Class and California Settlement Subclass Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class and California Settlement Subclass. 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 Settlement Class and California Settlement Subclass provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class and California Settlement Subclass 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 Settlement Class and California Settlement Subclass 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.

2.8 Equitable Terms. In addition to the foregoing settlement benefits, Plaintiff has received assurances that VIP has implemented or will implement certain reasonable steps to adequately secure its systems and environments. Defendant will confidentially disclose to Class Counsel its information security enhancements since the Data Breach and estimate, to the extent reasonably calculable, the annual cost of those enhancements through 2025. The disclosure will not be provided to third parties unless the disclosure is compelled by law or Defendant expressly agrees to the disclosure. Costs associated with the information security enhancements will be borne by Defendant separate and apart from other settlement benefits.

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

3.1. Proposed Class Counsel shall file a motion for preliminary approval of the settlement with the Court, with this Settlement Agreement attached as an exhibit, 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;

- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) the scheduling of a Final Approval Hearing and briefing schedule for Motion For Final Hearing and Application for Class Representative Service Award and Attorneys' Fees and Costs;
- d) appointment of Proposed Class Counsel as Class Counsel;
- e) appointment of Representative Plaintiff as Class Representative;
- f) approval of a customary form of short form notice to be mailed to all Class Members and emailed to those Class Members with known email addresses ("Short Notice") substantially similar to the ones attached hereto as **Exhibit B** and a customary long form notice to be posted on the settlement website ("Long Notice") in a form substantially similar to the one attached hereto as **Exhibit C**, which together shall include a fair summary of the 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, and the date, time and place of the Final Approval Hearing;
- g) appointment of a Claims Administrator, or such other provider of claims administrative service, as may be jointly agreed to by the Settling Parties; and
- h) approval of a claim form substantially similar to that attached hereto as **Exhibit A**.

The Notice and Claim Form shall be reviewed by the Claims Administrator and may be revised as agreed upon by the Settling Parties prior to such submission to the Court for approval.

3.2 VIP shall pay for all of the costs associated with the Claims Administrator, and for providing Notice to the Settlement Class in accordance with the Preliminary Approval Order, as well as the costs of such notice. Attorneys' fees, costs, and expenses of Proposed Class Counsel, and service awards to Class Representatives, shall be paid by VIP as set forth in ¶ 7 below, subject to Court approval. Notice shall be provided to Class Members in accordance with the Notice plan set forth in **Exhibit D**. The Notice plan shall be subject to approval by the Court as meeting

constitutional due process requirements. As detailed in the Notice plan, the Claims Administrator shall establish a dedicated settlement website and shall maintain and update the website throughout the claim period, with the Notice and Claim Form approved by the Court, as well as this Settlement Agreement. The Claims Administrator also will provide printed copies of the forms of the Notice and Claim Form approved by the Court, as well as this Settlement Agreement, upon request. The Claims Administrator will provide a toll-free help line to provide Settlement Class Members with additional information about the settlement. The Claims Administrator also will provide email Reminder Notices (or postcard by mail if email is undeliverable) to Settlement Class and California Settlement Subclass members fourteen (14) days before the Claims Deadline. Before the Final Approval Hearing, Proposed Class Counsel and VIP shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of Notice. The Notice and Claim Form approved by the Court 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. Within thirty (30) days after the entry of the Preliminary Approval Order and to be substantially completed not later than forty-five (45) days after entry of the Preliminary Approval Order, and subject to the requirements of this Agreement and the Preliminary Approval Order, the Claims Administrator will provide notice to the Settlement Class via the Notice Program.

3.3 Proposed Class Counsel and VIP's counsel shall request that after notice is completed, the Court hold a hearing (the "Final Approval 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 Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. Settlement Class Members will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted. The written notice must clearly

manifest a Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than the Opt-Out Date, as defined in ¶ 1.19.

4.2 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in ¶ 4.1 above, 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 Settlement Class who do not request to be excluded from the Settlement Class 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 200 timely and valid Opt-Outs submitted, VIP may, by notifying Proposed Class Counsel in writing, void this Settlement Agreement. If VIP voids the Settlement Agreement pursuant to this paragraph, VIP shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Proposed Class Counsel and incentive awards.

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 email address (if any); (ii) the case name and docket number; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (*e.g.*, copy of original notice of the Data Incident or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will personally appear at the Final Approval Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative. To be timely, written notice of an objection in the appropriate form

must mailed, with a postmark date no later than the Objection Date, to Proposed Class Counsel and to VIP's counsel as set forth below. For all objections mailed to Proposed Settlement Class Counsel and counsel for VIP, Proposed Settlement Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement:

Upon Proposed Class Counsel at:

MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC.

John J. Nelson
402 W. Broadway, Suite 1760
San Diego, CA 92101

Upon VIP's counsel at:

BUCHANAN INGERSOLL & ROONEY, LLP

Jennifer Oliver
600 W. Broadway, Suite 1100
San Diego, CA 92101

5.2 Although the Court's stated policy is to hear from any class member who attends the Final Approval Hearing and asks to speak regarding his or her objection to the settlement, the Parties reserve the right to challenge the objection of any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 as having waived and forfeited any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and assert that such Settlement Class Member is bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments 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 California Rules of Appellate Procedure and not through a collateral attack.

6. Releases

6.1 Upon the Effective Date, each Settlement Class Member, including Representative 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 Representative Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any Released Claim is asserted.

6.2 Upon the Effective Date, VIP shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Representative Plaintiff, each and all of the Settlement Class Members, and Proposed Class Counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Any claims based upon or arising out of any debtor-creditor, employment, contractual, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, 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 VIP nor its Related Parties shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Representative Plaintiff, each and all of the Settlement Class and California Settlement Subclass members, and Proposed Settlement Class Counsel.

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

7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Representative 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 VIP would pay reasonable attorneys' fees, costs, expenses, and service awards to Representative Plaintiff as may be agreed to by VIP and Proposed Class Counsel and/or as ordered by the Court. VIP and Proposed Settlement Class Counsel then negotiated and agreed to the procedure described in ¶ 7.2.

7.2 Proposed Class Counsel has agreed to request, and VIP has agreed to pay, subject to Court approval, the amount of one hundred twenty-five thousand dollars and no cents (\$125,000.00) to Proposed Class Counsel for attorneys' fees and costs and expenses. Proposed Class Counsel, in their sole discretion, shall allocate and distribute the amount of attorneys' fees, costs, and expenses awarded by the Court among Plaintiff's Counsel.

7.3 Subject to Court approval, VIP has agreed to pay a service award in the amount of one thousand five hundred dollars and no cents (\$1,500.00) to the Representative Plaintiff.

7.4 VIP shall pay the Court-approved amount of attorneys' fees, costs, expenses, and service awards to Representative Plaintiff to an account established by Proposed Class Counsel within thirty (30) days after the entry of an order of Final Approval, regardless of any appeal that may be filed or taken by any Settlement Class Member or third party. Proposed Class Counsel will repay to VIP the amount of the award of attorneys' fees and costs in the event that the final approval order and final judgment are not upheld on appeal and, if only a portion of fees or costs (or both) is upheld, Proposed Class Counsel will repay to VIP the amount necessary to ensure the amount of attorneys' fees or costs (or both) comply with any Court order.

7.5 Proposed Class Counsel shall thereafter distribute the award of attorneys' fees, costs, and expenses among Proposed Class Counsel and service award to Representative Plaintiff consistent with ¶¶ 7.2 and 7.3. If this Settlement Agreement is terminated or otherwise does not become Final (*e.g.*, disapproval by the Court or any appellate court), VIP shall have no obligation

to pay attorneys' fees, costs, expenses, or service awards and shall only be required to pay costs and expenses related to notice and administration that were already incurred. Under no circumstances will Proposed Class Counsel or any Settlement Class Member be liable for any costs or expenses related to notice or administration.

7.6 The amount(s) of any award of attorneys' fees, costs, and expenses, and the service award to Representative Plaintiff, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, 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 award ordered by the Court to Proposed Class Counsel or Representative 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. Proposed Class Counsel and VIP shall be given weekly reports as to both claims and distribution. The Claims Administrator's determination of the validity or invalidity of any such claims shall be binding, subject to the dispute resolution process set forth in ¶ 2.5. All claims agreed to be paid in full by VIP shall be deemed valid.

8.2 Payment of Valid Claims, whether via mailed check or electronic distribution, shall be made within forty-five (45) days of the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is later. If this Settlement Agreement is terminated or otherwise does not become Final (*e.g.*, disapproval by the Court or any appellate court) prior to the payment of Valid Claims, VIP shall have no obligation to pay such claims and shall only be required to pay costs and expenses related to notice and administration that were already incurred.

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 allowed, 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, VIP, Proposed Class Counsel, Plaintiff, and/or VIP's counsel based on distributions of benefits to Settlement Class Members.

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 Approval Hearing, as required by ¶ 3.1;
- b) VIP has not exercised its option to terminate the Settlement Agreement pursuant to ¶ 4.3;
- 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 ¶ 1.14.

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

9.3 Within seven (7) calendar days after the Opt-Out Date, the Claims Administrator shall furnish to Proposed Class Counsel and to VIP'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 is 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 (b) 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. Further, notwithstanding any statement in this Settlement Agreement to the contrary, VIP shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, Claims Administration, and Dispute Resolution above 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.

10. Miscellaneous Provisions

10.1 The Settling Parties (i) acknowledge that it is their intent to consummate this agreement; and (ii) agree to cooperate in good faith 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 neither Party shall have any liability to one another as it relates to the Litigation, except as set forth herein.

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 Persons; 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 Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons 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 The exhibits to this Settlement Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

10.6 The Settlement Agreement, together with the exhibits attached hereto, constitutes the entire agreement among the Settling Parties regarding the payment of the Litigation settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between VIP and Representative Plaintiff in connection with the payment of the Litigation settlement. Except as otherwise provided herein, each party shall bear its own costs. This Settlement Agreement supersedes all previous agreements made between VIP and Representative Plaintiff.

10.7 Proposed Class Counsel, on behalf of the Settlement Class, is expressly authorized by Representative 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.

10.8 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.

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

10.10 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

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

10.12 The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of California, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of California.

10.13 As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its;” and “him” means “him, her, or it.” “She” means “she, he, or it;” “hers” means “hers, his, or its;” and “her” means “her, him, or it.” “It” means “it, he, or she, him, or her;” and “its” means “its, his, or hers.”

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

10.15 Cashing a settlement check 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 90 days, after which time it is void.” If a check becomes void, the Settlement Class Member shall have until one hundred eighty (180) days 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 VIP shall have no obligation to make payments to the Settlement Class Member for expense reimbursement under ¶ 2.1 to ¶ 2.3 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 one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

10.16 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 have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

AGREED TO BY:

jonna ward

Jonna Ward, CEO, on behalf of
**VISIONARY INTEGRATION
PROFESSIONALS, LLC**

jonna ward
c/o

Konnor J. Robison-Williams

Konnor Robison-Williams, Representative
Plaintiff

c/o

Jennifer Oliver
**BUCHANAN INGERSOLL & ROONEY
LLP**
600 West Broadway, Suite 1100
San Diego, CA 92101
Email: jennifer.oliver@bipc.com

Counsel for VIP

John J. Nelson
John J. Nelson
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
402 W. Broadway, Suite 1760
San Diego, CA 92101
Telephone: (858) 209-6941
Email: jnelson@milberg.com

***Counsel for Proposed Representative
Plaintiff and Class Counsel***

AGREED TO BY:

jonna ward

Jonna Ward, CEO, on behalf of
**VISIONARY INTEGRATION
PROFESSIONALS, LLC**

jonna ward
c/o



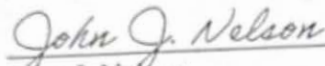
Jennifer Oliver
**BUCHANAN INGERSOLL & ROONEY
LLP**
600 West Broadway, Suite 1100
San Diego, CA 92101
Email: jennifer.oliver@bipc.com

Counsel for VIP

Konnor J. Robison-Williams

Konnor Robison-Williams, Representative
Plaintiff

c/o



John J. Nelson
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
402 W. Broadway, Suite 1760
San Diego, CA 92101
Telephone: (858) 209-6941
Email: jnelson@milberg.com

*Counsel for Proposed Representative
Plaintiff and Class Counsel*

EXHIBIT A

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

Konnor Robison-Williams v. Visionary Integration Professionals, LLC
Case No. 24CV012543
Sacramento County Superior Court

VIP DATA BEACH SETTLEMENT CLAIM FORM

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

GENERAL INSTRUCTIONS

You are included in the **Settlement Class** if you are a person residing in the United States who was sent a notice of the Data Incident.

Excluded from the Settlement Class are: (i) Visionary Integration Professionals, LLC (“VIP”) and VIP’s parents, subsidiaries, affiliates, officers and directors, and any entity in which VIP has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) the attorneys representing the Parties in the Litigation; (iv) all judges assigned to hear any aspect of the Litigation, as well as their immediate family members; and (v) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident, or who pleads *nolo contendere* to any such charge.

Data Incident means the unauthorized access of VIP’s computer network(s) by a third party, which was discovered by VIP in or around September 2023.

COMPLETE THIS CLAIM FORM IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE ONE OR BOTH OF THE FOLLOWING SETTLEMENT BENEFITS

AVAILABLE BENEFITS

VIP will provide a number of benefits under the Settlement Agreement. You may claim the Identity-Theft Protection and Credit Monitoring benefit, reimbursement of documented losses, **and ONE** of the cash payment options.

Identity-Theft Protection and Credit Monitoring. All Class Members may claim two years of identity theft protection and credit monitoring services. This protection includes one-bureau credit monitoring, dark web monitoring, identity restoration and recovery services, and up to \$1 million in identity theft insurance.

Lost Time: All Class Members are eligible to receive reimbursement for lost time, including time spent monitoring accounts, reversing fraudulent charges, or otherwise dealing with the aftermath/clean-up of the breach at a rate of \$20/hour for up to four hours of lost time.

Expense Reimbursement. Class Members who suffered an actual, documented monetary loss as a result of the Data Incident may claim reimbursement for the loss. This reimbursement is capped at \$1,000 per Class Members.

The losses must be:

- actual, documented, and unreimbursed;
- caused by injurious misuse of your personally identifiable information or fraud associated with your personally identifiable information; and

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit www.VIPSettlementCA.com

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

Konnor Robison-Williams v. Visionary Integration Professionals, LLC
Case No. 24CV012543
Sacramento County Superior Court

VIP DATA BEACH SETTLEMENT CLAIM FORM

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

- have occurred between September 1, 2023, and [Claims Deadline];

You must also have tried to avoid these losses, or tried to get reimbursed from other sources, if possible.

California Statutory Claim Payment. In addition to the benefits above Class members who currently reside in California resid may elect to receive a one-time cash payment of \$100.00. You must attest that you were a California resident at the time of the Data Incident when you were notified by VIP.

**THE EASIEST WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT
www.VIPSettlementCA.com**

You may also print out and complete this Claim Form, and submit it by U.S. mail to: VIP Data Breach Settlement, c/o Settlement Administrator, [PO Box Address]. An electronic image of the completed Claim Form can also be submitted by email to info@www.VIPSettlementCA.com

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] Toll-Free or Visit www.VIPSettlementCA.com

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

Konnor Robison-Williams v. Visionary Integration Professionals, LLC
Case No. 24CV012543
Sacramento County Superior Court

VIP DATA BEACH SETTLEMENT CLAIM FORM

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

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement 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 AND CREDIT MONITORING (AVAILABLE TO ALL CLASS MEMBERS)

- ☐ Check this box if you would like to receive two years of one-bureau identity theft protection services, including up to \$1 million in identity theft insurance.

II. REIMBURSEMENT FOR DOCUMENTED 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. You may submit “self-prepared” documents to add clarity or support to other submitted documentation, but self-prepared documents by themselves are not sufficient to file a valid claim.

This reimbursement is capped at \$1,000 per Class Members.

Complete this table describing the supporting documentation you are submitting. 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.VIPSettlementCA.com

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

Konnor Robison-Williams v. Visionary Integration Professionals, LLC
Case No. 24CV012543
Sacramento County Superior Court

VIP DATA BEACH SETTLEMENT CLAIM FORM

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

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

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

Konnor Robison-Williams v. Visionary Integration Professionals, LLC
Case No. 24CV012543
Sacramento County Superior Court

VIP DATA BEACH SETTLEMENT CLAIM FORM

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

III. Lost Time

All members of the Settlement Class who have spent time dealing with the Data Incident may claim up to four (4) hours for lost time at a rate of \$20 per hour.

I spent this many hours of time related to the Data Incident:

Hour(s). Please round to the nearest hour (no documentation is needed).

☐

By checking this box, I attest that I spent the claimed time responding to issues raised by the Data Incident.

**Explanation of Time Spent Responding to Issues
Raised by the Data Incident**
(Identify what you did and why)

**Approx.
Date(s) (if
known)**

**Number of
Hour(s)
rounded**

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

Konnor Robison-Williams v. Visionary Integration Professionals, LLC
Case No. 24CV012543
Sacramento County Superior Court

VIP DATA BEACH SETTLEMENT CLAIM FORM

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

VI. CALIFORNIA STATUTORY PAYMENT

California Statutory Claim Payment – only available to class members who were California residents when the Data Incident occurred.

☐ Check this box if you would like to receive a one-time cash payment of \$100.00

☐ Check this box to affirm the following (required): I swear and affirm that I am a resident of California and was notified of the Data Incident by VIP.

VI. PAYMENT SELECTION

Please select **one** of the following payment options if you are seeking reimbursement under Sections II or III above.

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 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 Settlement Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit www.VIPSettlementCA.com

EXHIBIT B

VIP Data Incident
c/o Settlement Administrator
P.O. Box _____
City, ST _____ - _____

***Konnor Robison-Williams v. Visionary Integration
Professionals, LLC***
Case No. 24CV012543

**IF YOUR PRIVATE INFORMATION MAY HAVE
BEEN IMPACTED IN A DATA INCIDENT
SUFFERED BY THE VISIONARY INTEGRATION
PROFESSIONALS, A PROPOSED CLASS ACTION
SETTLEMENT MAY AFFECT YOUR RIGHTS.**

For more information about the proposed class action
settlement, including how to submit a claim, exclude
yourself, or submit an objection, please visit

www.VIPSettlementCA.com
or call toll-free 1-XXX-XXX-XXXX

A court has authorized this Notice.

*This is not a solicitation from a lawyer.
You are not being sued.*

First-Class
Mail
US Postage
Paid
Permit #__

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»
«First1» «Last1»
«Addr1» «Addr2»
«City», «St» «Zip»
«Country»

Why am I receiving this notice? A settlement has been reached in a class action lawsuit concerning a targeted cyberattack against the Visionary Integration Professionals, LLC ("VIP"), discovered on September 21, 2023, in which private information may have been as accessed. VIP denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the Lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available at www.VIPSettlementCA.com.

Who is included in the Settlement? You are included in the Settlement Class if you reside in the United States and you received a Notice Letter from VIP notifying you that your private information may have been accessed in the cyberattack.

What are the Settlement benefits? All Class Members may claim two years of Identity Theft Protection service, with up to \$1 million of identity theft insurance, reimbursement of up to \$1,000.00 for Class Members who suffered actual losses due to the misuse of their information compromised in the Data Incident, and up to four hours of lost time spent dealing with the Data Incident, reimbursed at a rate of \$20 per hour. Settlement Class Members residing in California are also eligible for a one-time cash payment of \$100.00.

How do I receive a benefit? Class Members may submit claims at www.VIPSettlementCA.com or call 1-XXX-XXX-XXXX to receive a paper Claim Form. **Claims must be submitted online or postmarked by [DATE].**

Who represents me? The Court has appointed Milberg Coleman Bryson Phillips Grossman, PLLC, to represent you and the Class ("Class Counsel").

What if I don't want to participate in the Settlement? If you do not want to be legally bound by the Settlement, you must exclude yourself by [DATE] or you will not be able to sue VIP for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by [DATE]. The Settlement Agreement, available on the Settlement website at www.VIPSettlementCA.com explains how to exclude yourself or object.

When will the Court decide whether to approve the Settlement? The Court will hold a hearing in this case on [DATE] at the [ADDRESS], to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for \$125,000.00 to cover attorneys' fees and costs of litigation as well as a \$1,500.00 service award to the named Plaintiff. You may attend the hearing at your own cost, but you do not have to.

THIS NOTICE IS ONLY A SUMMARY. VISIT
www.VIPSettlementCA.com
OR SCAN THIS QR CODE FOR COMPLETE INFORMATION.



EXHIBIT C

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Konnor Robison-Williams v. Visionary Integration Professionals, LLC

Case No. 24CV012543

Sacramento County Superior Court

A 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 Visionary Integration Professionals, LLC (“VIP” or “Defendant”), in a class action lawsuit concerning the targeted cyberattack on the Defendant’s computer systems that was discovered on or about September 21, 2023 (the “Data Incident”), in which certain files that contained private information may have been accessed.
- The lawsuit is captioned *Konnor Robison-Williams v. Visionary Integration Professionals, LLC*, Case No. 24CV012543, pending in the Sacramento County Superior Court (the “Action”).
- VIP denies each and all of the claims and contentions alleged against it in the Action and denies all charges of wrongdoing or liability alleged (or which could be alleged) in the Action, but has agreed to a settlement to avoid the costs and risks associated with continuing the litigation.
- You are included in the Settlement Class if you are a resident of the United States and you received a Notice Letter from VIP notifying you that your private information was compromised in the Data Incident.
- 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 Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p>	_____, 2024
OPT OUT OF THE SETTLEMENT	<p>You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims</p>	_____, 2024

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
	resolved by this Settlement. You can hire your own legal counsel at your own expense.	
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.	_____, 2024
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.



For complete information and to file a claim, scan this QR code to go directly to the Settlement website,

www.VIPSettlementCA.com

WHAT THIS NOTICE CONTAINS

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THE SETTLEMENT BENEFITS.....	5
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EXCLUDING YOURSELF FROM THE SETTLEMENT	7
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Basic Information

1. Why was this Notice issued?

The Sacramento County Superior Court 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 *Konnor Robison-Williams v. Visionary Integration Professionals, LLC*, Case No. 24CV012543, pending in the Sacramento Superior Court. The person who filed this lawsuit is called the “Plaintiff” or “Class Representative” and the entity they sued, VIP, is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that private and sensitive information may have been impacted due to the unauthorized access to Defendant’s computer systems, which Defendant discovered on or about September 21, 2023 (the “Data Incident”).

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 from a settlement. In this Settlement, the Class Representative is Konnor Robison-Williams, and everyone included in this Action are the 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 Class Members to receive benefits from the Settlement. The Plaintiff and their attorneys think the Settlement is best for all Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The Settlement Class includes all persons residing in the United States who were sent a Notice Letter notifying them of the Data Incident.

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are: (i) VIP and VIP’s parents, subsidiaries, affiliates, officers and directors, and any entity in which VIP has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) the attorneys representing the Parties in the Litigation; (iv) all judges assigned to hear any aspect of the Litigation, as well as their immediate family members; and (v) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting 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 Settlement Administrator at:

Email: info@www.VIPSettlementCA.com

Call toll free, 24/7: 1-XXX-XXX-XXXX

By mail: VIP Data Incident Settlement, c/o Settlement Administrator, [PO Box Address].

You may also view the Settlement Agreement at www.VIPSettlementCA.com.

The Settlement Benefits

7. What does the Settlement provide?

VIP will provide a number of benefits under the Settlement Agreement. You may claim the Identity-Theft Protection and Credit Monitoring benefit, Expense Reimbursement, and reimbursement for lost time. Settlement Class Members residing in California may also claim a California Statutory Payment.

Identity-Theft Protection and Credit Monitoring. All Class Members may claim two years of identity theft protection and credit monitoring services provided by a credit monitoring bureau. This protection includes up to \$1 million in identity theft insurance.

Expense Reimbursement. Class Members who suffered an actual, documented monetary loss caused by (1) injurious misuse of the Settlement Class Member's personally identifiable information ("PII") or (2) fraud associated with the Settlement Class Member's PII may claim reimbursement for the loss. This reimbursement is capped at \$1,000 per Class Members.

Lost Time. All Settlement Class Members are eligible to receive reimbursement lost time, including time spent monitoring accounts, reversing fraudulent charges, or otherwise dealing with the aftermath / clean-up of the breach, at the rate of twenty dollars and no cents (\$20.00) per hour for up to four (4) hours.

California Statutory Claim Payment. Class members who are California residents may elect to receive a one-time cash payment of \$100.00.

If you have questions about any of these benefits, or how to file a claim, you can contact the Settlement Administrator at:

Email: info@www.VIPSettlementCA.com

Call toll free, 24/7: 1-XXX-XXX-XXXX

By mail: VIP Data Incident Settlement, c/o Settlement Administrator, [PO Box Address].

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 “Release” 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.VIPSettlementCA.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.VIPSettlementCA.com. If you prefer, you can download the Claim Form from the website and mail it to the Settlement Administrator at: VIP Data Incident Settlement, c/o Settlement Administrator, [PO Box Address].

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email info@www.VIPSettlementCA.com, or by U.S. mail at 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 _____, 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 and litigation costs not to exceed \$125,000. These fees and costs, as well as the costs of administration, will be paid by VIP.

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 individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. Settlement Class Members will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted. The written notice must clearly manifest a Person’s intent to be excluded from the Settlement Class.

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

VIP Data Incident Settlement
ATTN: Exclusion Request
[PO Box Address]

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.

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 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 the following, or information substantially similar to the follow:

1. your full name, address, telephone number, and e-mail address (if any);
2. The case name and docket number (*Konnor Robison-Williams v. Visionary Integration Professionals, LLC*, Case No. 24CV012543)
3. information identifying you as a Class Member, including proof that you are a member of the Settlement Class (e.g., copy of original notice of the Data Incident);
4. a written statement of all grounds for the objection, accompanied by any legal support for the objection you believe is applicable;
5. the identity of any and all counsel representing you in connection with the objection;
6. a statement as to whether you and/or your counsel will appear at the Final Fairness Hearing; and
7. your signature and the signature of your duly authorized attorney or other duly authorized representative, if any (along with documentation setting forth such representation).

To be timely, a written notice of an objection containing the above information must be mailed to Class Counsel and counsel for VIP, no later than **[OBJECTION DATE]**.

Class Counsel	Counsel for VIP
John Nelson	Jennifer Oliver
Milberg Coleman Bryson Phillips Grossman, PLLC	Buchanan Ingersoll & Rooney LLP
402 West Broadway	600 W. Broadway Suite 1100
Suite 1760	San Diego, CA 92101
San Diego, CA 92101	

If you do not comply with the requirements for objecting you will waive and forfeit any and all rights you may have to appear separately and/or to object to the Settlement, and will be bound by all the terms of the Settlement and by all proceedings, orders and judgments 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 _____:_____ Pacific Time, in Room XXX of the Sacramento County Superior Court, at [COURTHOUSE 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 of \$1,500 to the Class Representative who brought this Action on behalf of the Settlement Class. The Court will also consider any objections to the Settlement.

If you are a 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.VIPSettlementCA.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 Settlement Administrator by email, phone, or mail:

Email: info@www.VIPSettlementCA.com

Call toll free, 24/7: 1-XXX-XXX-XXXX

By mail: VIP Data Incident Settlement, c/o Settlement Administrator, [PO Box Address].

You may also view the Settlement Agreement at www.VIPSettlementCA.com.

Publicly filed documents can also be obtained by visiting the office of the Clerk of the Court, Sacramento Superior Court, [COURTHOUSE ADDRESS].

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



For complete information and to
file a claim, scan this QR code to go
directly to the Settlement website,

[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

EXHIBIT D

John J. Nelson (SBN 317598)
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
402 W. Broadway, Suite 1760
San Diego, CA 92101
Telephone: (858) 209-6941
Email: jnelson@milberg.com

Attorneys for Plaintiff and the Proposed Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO**

KONNOR ROBISON-WILLIAMS,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

VISIONARY INTEGRATION
PROFESSIONALS, LLC,

Defendant.

Case No. 24CTV012543

**[PROPOSED] ORDER GRANTING
PLAINTIFF’S UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

WHEREAS, Plaintiff Konnor Robison-Williams (“Plaintiff” or “Representative Plaintiff”), individually and on behalf of all others similarly situated (the “Settlement Class”), and Defendant Visionary Integration Professionals, LLC (“VIP,” “Defendant” and, collectively with Plaintiff, the “Settling Parties”) have entered into a Class Action Settlement Agreement and Release (the “Class Settlement Agreement” or “S.A.”) resolving the Litigation,¹ subject to Court approval;

WHEREAS, Plaintiff alleges that a third-party threat actor allegedly gained unauthorized access to VIP’s systems and may have accessed and acquired files containing the

¹ The capitalized terms used in this Preliminary Approval Order shall have the same meaning as defined in the Class Settlement Agreement, except as may otherwise be indicated.

1 personal identifiable information (“PII”) of certain current and former Rusnak employees,
2 including their names and Social Security numbers. VIP notified approximately 3,431
3 individuals of the Data Incident in or about April 2024, including Representative Plaintiff.

4 WHEREAS, Plaintiff filed the instant action on June 4, 2024 in Sacramento County
5 Superior Court, regarding the Data Incident.

6 WHEREAS, this Litigation was settled, after several months of arm’s-length
7 negotiations between counsel well experienced in class action litigation, investigation, and
8 informal discovery sufficient to permit counsel to act knowingly;

9 WHEREAS, Plaintiff has moved the Court for entry of an order preliminarily approving
10 the Settlement, conditionally certifying the Settlement Class for settlement purposes only, and
11 approving the form and method of notice upon the terms and conditions set forth in the
12 Settlement, together with all exhibits thereto;

13 WHEREAS, VIP denies any and all alleged wrongdoing and denies any liability to
14 Plaintiff, to members of the putative class, or to members of the Settlement Class; and

15 WHEREAS, the Court having considered the Settlement, together with all exhibits
16 thereto, the records in this case, and the arguments of counsel and for good cause appearing,
17 hereby orders as follows:

18 **I. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS**

19 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement is GRANTED.

20 1. The terms defined in the Class Settlement Agreement shall have the same
21 meaning in this Order Granting Preliminary Approval of Class Action Settlement (“Preliminary
22 Approval Order”).

23 2. Having made the findings set forth below, the Court conditionally certifies the
24 following class for settlement purposes only under California Civil Procedure Code Section
25 382:

26 all individuals in the United States sent a notice of the Data Incident, including,
27 but not limited to, the California Settlement Subclass.

1 The Settlement Class is estimated to contain 3,432 members. The Court further
2 conditionally certifies the following California Subclass, which is estimated to contain 685
3 members:

4 all individuals who were sent notice of the Data Incident who currently reside in
5 the State of California.

6 Excluded from the Settlement Class and California Settlement Subclass are: (i) VIP and
7 VIP's parents, subsidiaries, affiliates, officers and directors, and any entity in which VIP has a
8 controlling interest; (ii) all individuals who make a timely election to be excluded from this
9 proceeding using the correct protocol for opting out; (iii) the attorneys representing the Parties
10 in the Litigation; (iv) all judges assigned to hear any aspect of the Litigation, as well as their
11 immediate family members; and (v) any person found by a court of competent jurisdiction to
12 be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident, or who
13 pleads *nolo contendere* to any such charge.

14 3. For settlement purposes only, with respect to the Settlement Class, the Court
15 preliminary finds the prerequisites for a class action pursuant to California Code of Civil
16 Procedure Section 382 have been met, in that: (a) the Settlement Class is so numerous that
17 joinder of all individual Settlement Class members in a single proceeding is impracticable; (b)
18 questions of law and fact common to all Settlement Class Members predominate over any
19 potential individual questions; (c) the claims of the Plaintiff are typical of the claims of the
20 Settlement Class; (d) Plaintiff and proposed Settlement Class Counsel will fairly and adequately
21 represent the interests of each Settlement Class Member; and (e) a class action is the superior
22 method to fairly and efficiently adjudicate this controversy. *See* Cal. Civ. Proc. Code § 382.

23 4. The Court hereby appoints Konnor Robison-Williams as Representative
24 Plaintiff for the Settlement Class.

25 5. The Court hereby appoints Milberg Coleman Bryson Phillips Grossman, PLLC
26 as Settlement Class Counsel.
27
28

1 **II. PRELIMINARY APPROVAL**

2 6. The terms of the Settlement, including its proposed release, are preliminarily
3 approved as within the range of fair, reasonable, and adequate terms of settlement, and are
4 sufficient to warrant providing notice of the Settlement to the Settlement Class in accordance
5 with the Notice Program, and are subject to further and final consideration at the Final Approval
6 Hearing provided for below.

7 7. In making this determination, the Court considered the fact that the Settlement
8 is the product of arm's-length, good faith negotiations and conducted by experienced and
9 knowledgeable counsel, the current posture of the Litigation, the benefits of the Settlement to
10 the Settlement Class, and the risk and benefits of continuing litigation to the Settling Parties and
11 the Settlement Class.

12 8. As provided for in the Settlement, if the Court does not grant final approval of
13 the Settlement or if the Settlement is terminated or cancelled in accordance with its terms, then
14 the Settlement, and the conditional certification of the Settlement Class for settlement purposes
15 only provided for herein, will be vacated and the Litigation shall proceed as though the
16 Settlement Class had never been conditionally certified for settlement purposes only, with no
17 admission of liability or merit as to any issue, and no prejudice or impact as to any of the Settling
18 Parties' positions on the issue of class certification or any other issue in the case.

19 **III. NOTICE OF THE SETTLEMENT TO THE SETTLEMENT CLASS**

20 9. The Court appoints Analytics, LLC as the Claims Administrator. The
21 responsibilities of the Claims Administrator are set forth in the Class Settlement Agreement.

22 10. The Court has considered the notice provisions of the Settlement, the Notice
23 Program set forth in the Class Settlement Agreement, and the Short Notice and Long Notice,
24 attached as **Exhibits B and C** to the Class Settlement Agreement, respectively. The Court finds
25 that the direct mailing of notice in the manner set forth in the Notice Program is the best notice
26 practicable under the circumstances, constitutes due and sufficient notice of the Settlement and
27 this Preliminary Approval Order to all persons entitled thereto, and is in full compliance with
28

1 applicable law and due process. The Court approves as to form and content the Short Notice
2 and Long Notice in the forms attached as **Exhibits B and C** to Class Settlement Agreement,
3 respectively.

4 11. The Settling Parties are ordered to give notice to all Settlement Class Members
5 in accordance with California Rule of Court, Rule 3.771(b). The Court orders the Claims
6 Administrator to commence the Notice Program following entry of this Preliminary Approval
7 Order in accordance with the terms of the Settlement.

8 **IV. REQUESTS FOR EXCLUSION FROM THE SETTLEMENT CLASS**

9 12. Each person wishing to exclude themselves from the Settlement Class must
10 individually sign and timely submit written notice of such intent to the designated Post Office
11 box established by the Claims Administrator.

12 13. The Request for Exclusion must be a substantially completed and properly
13 executed written request that is timely delivered to the Claims Administrator by a Settlement
14 Class Member and is postmarked or submitted through the settlement website on or before the
15 Opt-Out Deadline, which is 60 days after the Notice Commencement Date.

16 14. All Requests for Exclusion must be submitted individually in connection with a
17 Settlement Class Member, *i.e.*, one request is required for every Settlement Class Member
18 seeking exclusion.

19 15. All persons who opt out of the Settlement Class shall not receive any benefits of
20 or be bound by the terms of the Class Settlement Agreement.

21 16. All persons falling within the definition of the Settlement Class who do not opt
22 out shall be bound by the terms of the Class Settlement Agreement and by all proceedings,
23 orders, and judgments in the Litigation.

24 **V. OBJECTIONS**

25 17. Each Settlement Class Member who does not timely request to be excluded from
26 the Settlement Class may mail a notice of intent to object to the Class Settlement Agreement to
27 the Claims Administrator at its address designated by the Claims Administrator.

1 18. All notices of an intent to object to the Class Settlement Agreement must be
2 written and should include the following information, or substantially the same information as
3 the following: (i) the objector's full name, address, telephone number, and email address (if
4 any); (ii) the case name and docket number; (iii) information identifying the objector as a
5 Settlement Class Member, including proof that the objector is a member of the Settlement Class
6 (e.g., copy of original notice of the Data Incident or a statement explaining why the objector
7 believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the
8 objection, accompanied by any legal support for the objection the objector believes applicable;
9 (v) the identity of all counsel representing the objector in connection with the objection; (vi) a
10 statement whether the objector and/or his or her counsel will personally appear at the Final
11 Approval Hearing; and (vii) the objector's signature or the signature of the objector's duly
12 authorized attorney or other duly authorized representative.

13 19. Notwithstanding the foregoing, any Settlement Class Member who timely
14 submits a written notice of objection and attends the Final Approval Hearing may so state their
15 objection at that time, subject to the Court's approval.

16 20. To be timely, written notice of an objection in the appropriate form must be
17 postmarked no later than the Objection Deadline, which is sixty (60) days after the Notice
18 Commencement Date.

19 21. Except upon a showing of good cause, any Settlement Class Member who fails
20 to substantially comply with the requirements for objecting shall waive and forfeit any and all
21 rights he or she may have to object to the Class Settlement Agreement and shall be bound by
22 all the terms of the Class Settlement Agreement and by all proceedings, orders, and judgments
23 in the Litigation.

24 **VI. THE FINAL APPROVAL HEARING**

25 22. The Court will hold a Final Approval Hearing on _____
26 at ____ [a.m./p.m.], in the Superior Court for the County of Sacramento, to consider: (a)
27 whether certification of the Settlement Class for settlement purposes only should be confirmed;
28

(b) whether the Settlement should be approved as fair, reasonable, adequate and in the best interests of the Settlement Class; (c) the application by Settlement Class Counsel for an Attorneys' Fees and Costs Award; (d) the application for Representative Plaintiff's Service Award should be approved; (e) whether the Release of Released Claims as set forth in the Settlement should be provided; (f) whether the Court should enter the [Proposed] Final Order and Judgment Granting Final Approval of Class Action Settlement ("Final Order and Judgment"); and (g) ruling upon such other matters as the Court may deem just and appropriate. The Final Approval Hearing may, from time to time and without further notice to Settlement Class Members be continued or adjourned by order of the Court.

23. No later than 14 days prior to the Objection and Opt-Out Deadlines, Plaintiff and Settlement Class Counsel shall file their Motion for Attorneys' Fees, Costs, and Service Award.

24. No later than 21 days prior to the Final Approval Hearing, Plaintiff shall file his Motion for Final Approval of Class Action Settlement and for Motion for Attorneys' Fees and Expenses Award and/or Incentive Awards. No later than 7 days prior to the Final Approval Hearing, Plaintiff shall file any Reply Brief in Support of Motion for Final Approval of Class Action Settlement and for Award of Attorneys' Fees, Costs, and Plaintiff's Service Award, including as needed to respond to any valid and timely objections. If there is no objection to the Settlement and no additional information necessary to submit to the Court, no Reply Brief is necessary or required.

25. The related time periods for events preceding the Final Approval Hearing are as follows:

<u>Event</u>	<u>Timing</u>
Notice Commencement Date	30 Days after Preliminary Approval
Objection Deadline	60 Days after Notice Commencement Date

<u>Event</u>	<u>Timing</u>
Last Day to Opt-Out	60 Days after Notice Commencement Date
Motion for Attorneys' Fees, Costs, and Service Award	14 Days Prior to Objection and Opt-Out Deadlines
Motion for Final Approval	21 Days Prior to the Final Approval Hearing
Claims Deadline	90 Days after Notice Commencement Date
Reply Papers in Support of Final Approval	7 Days Prior to the Final Approval Hearing
Final Approval Hearing	No Less Than 120 Days after Preliminary Approval, or shortly thereafter

26. All proceedings in the Litigation other than those related to approval of the Class Settlement Agreement are stayed pending entry of the Final Order and Judgment.

27. Any actions brought by Settlement Class Members concerning the Released Claims are stayed pending the Court's entry of the Final Order and Judgment.

IT IS SO ORDERED.

Dated: _____

HON.
JUDGE OF THE SUPERIOR COURT

EXHIBIT E

John J. Nelson (SBN 317598)
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
402 W. Broadway, Suite 1760
San Diego, CA 92101
Tel: (858) 209-6941
jnelson@milberg.com

Attorneys for Plaintiff and the Proposed Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO**

KONNOR ROBISON-WILLIAMS,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

VISIONARY INTEGRATION
PROFESSIONALS, LLC,

Defendant.

Case No. 24CTV012543

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

The Motion for Application for an Order Granting Final Approval of Class Action Settlement ("Final Order and Judgment") came before this Court on _____, 2025. The above-captioned Litigation is a class action lawsuit brought by Plaintiff Konnor Robison-Williams ("Plaintiff" or "Representative Plaintiff"), individually and on behalf of all others similarly situated (the "Settlement Class"), and Defendant Visionary Integration Professionals, LLC ("VIP," and together with Plaintiff, the "Settling Parties").

Plaintiff alleges that VIP experienced a targeted cyberattack and data breach that allowed an authorized third-party threat actor access to VIP's computer systems and data, which resulted in the potential compromise of personal identifiable information ("PII") belonging to approximately 3,432 individuals. Plaintiff alleges VIP discovered the breach in September, 2023. In April 2024, VIP sent notification letters to approximately 3,432 individuals to inform them that their data may have been implicated in the Data Incident.

1 WHEREAS, Plaintiff filed the instant action on June 4, 2024.

2 This Litigation was settled after months of arm's-length negotiations between counsel
3 well experienced in class action litigation, investigation, and informal discovery sufficient to
4 permit counsel to act knowingly;

5 VIP denies any and all alleged wrongdoing and denies any liability to Plaintiff, to
6 members of the putative class, or to members of the Settlement Class; and

7 On _____, 2025, this Court entered an Order Granting Preliminary Approval of
8 Class Action Settlement ("Preliminary Approval Order") resulting in certification of the
9 following provisional Settlement Class:

10 all individuals in the United States sent a notice of the Data Incident, including, but not
11 limited to, the California Settlement Subclass.

12 The Court further conditionally certified the following California Subclass:

13 all individuals who were sent notice of the Data Incident who currently reside in the
14 State of California.

15 Excluded from the Settlement Class and California Subclass are (i) VIP and VIP's
16 parents, subsidiaries, affiliates, officers and directors, and any entity in which VIP has a
17 controlling interest; (ii) all individuals who make a timely election to be excluded from this
18 proceeding using the correct protocol for opting out; (iii) the attorneys representing the Parties
19 in the Litigation; (iv) all judges assigned to hear any aspect of the Litigation, as well as their
20 immediate family members; and (v) any person found by a court of competent jurisdiction to
21 be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident, or who
22 pleads *nolo contendere* to any such charge.

23 That Preliminary Approval Order further directed the Settling Parties to provide Notice
24 to the Class, which informed absent class members of: (a) the proposed Settlement, and the
25 Settlement's key terms; (b) the date, time, and location of the Final Approval Hearing; (c) the
26 right of any Settlement Class Member to object to the proposed Settlement, and an explanation
27 of the procedures to exercise that right; and (d) the right of any Settlement Class Member to
28 exclude themselves from the proposed Settlement, and an explanation of the procedures to
exercise that right. The Court, upon Notice having been given as required in the Preliminary

1 Approval Order, and having considered the proposed Settlement Agreement, attached to the
2 Memorandum in Support of the Motion for Preliminary Approval as **Exhibit 1**, as well as all
3 papers filed, hereby **ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

4 1. This Court has jurisdiction over the subject matter of the Litigation and over all
5 Parties to the Litigation, including all members of the Settlement Class.

6 2. The Court finds that the Settlement Class and California Subclass are properly
7 certified as a class for settlement purposes under California Civil Procedure Code Section 382.

8 3. The Notice Program provided to the Settlement Class conforms with the
9 requirements of the California and United States Constitutions, California Code of Civil
10 Procedure Section 382, California Rules of Court 3.766, 3.769, and 3.771, and any other
11 applicable law, and constitutes the best notice practicable under the circumstances, by providing
12 individual notice to all Settlement Class Members who could be identified through reasonable
13 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
14 therein to the other Settlement Class Members. The Notice Program fully satisfied the
15 requirements of due process.

16 4. The Court finds the Settlement was entered into in good faith, that the Settlement
17 is fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
18 requirements for final approval of this class action settlement under California law, including
19 the provisions of California Code of Civil Procedure Section 382 and California Rule of Court
20 3.769.

21 5. _____ Settlement Class Members have objected to the terms of the Settlement.
22 These objections are overruled.

23 6. _____ Settlement Class Members have requested exclusion from the
24 Settlement, and have thus been excluded and are not bound by the Final Order and Judgment in
25 this Litigation. The names of those persons are attached as Exhibit B to the Declaration of Ryan
26 Aldridge, submitted in connection with the Motion for Final Approval.

27 7. Upon entry of this Order, compensation to the participating members of the
28 Settlement Class shall be effectuated pursuant to the terms of the Class Settlement Agreement.

1 8. In addition to any recovery that Representative Plaintiff may receive under the
2 Settlement, and in recognition of the Representative Plaintiff's efforts on behalf of the
3 Settlement Class, the Court hereby approves the payment of a service award to Representative
4 Plaintiff in the amount of \$1,500.00.

5 9. The Court approves the payment of attorneys' fees and costs in the sum of
6 \$125,000.00.

7 10. The Court approves and orders payment in the amount of \$_____ to Analytics,
8 LLC for performance of its settlement notice and claims administration services.

9 11. Upon the Effective Date, the Releasing Parties will be deemed by operation of
10 this Class Settlement Agreement and the Final Approval Order and Judgment to have forever
11 fully, finally, completely, and unconditionally released, discharged, and acquitted Liberty
12 Partners and the Released Parties from any and all of the Released Claims, and will be deemed
13 to have also released Unknown Claims. Further, upon the Effective Date, and to the fullest
14 extent permitted by law, the Releasing Parties, shall, either directly, indirectly, representatively,
15 as a member of or on behalf of the general public, or in any capacity, be permanently barred
16 and enjoined from commencing, prosecuting, or participating in any recovery in any action in
17 this or any other forum (other than the participation in the Class Settlement Agreement as
18 provided herein) in which any of the Released Claims or Unknown Claims are asserted.

19 12. Upon entry of the Final Approval Order and Judgment, the Releasing Parties
20 shall be barred from initiating, asserting, or prosecuting against VIP and any Released Parties
21 any claims that are released by operation of the Class Settlement Agreement and the Final
22 Approval Order and Judgment.

23 13. "Released Claims" means all causes of action and claims for relief that have been
24 asserted, or could have been asserted, by any Settlement Class Member, including
25 Representative Plaintiff, against any of the Released Parties based on, relating to, concerning,
26 or arising out of the Incident, the alleged compromising and/or theft of Personal Information as
27 a result of the Incident, and the allegations, facts, or circumstances described in the Amended
28

1 Complaint and the Litigation including, but not limited to, any causes of action under California
2 Civil Code § 1798.80, *et. seq.*, § 1798.100 *et seq.*, § 1798.150 *et seq.* or § 17200 *et seq.*, and all
3 similar statutes in effect in any states in the United States; negligence; negligence *per se*; breach
4 of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion
5 of privacy; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment;
6 bailment; wantonness; failure to provide adequate notice pursuant to any breach notification
7 statute or common law duty; and including any claims for relief including, but not limited to,
8 any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable
9 relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the
10 creation of a fund for future damages, statutory damages, punitive damages, special damages,
11 exemplary damages, restitution, the appointment of a receiver, and any other form of relief.
12 Released Claims shall not include the right of any Settlement Class Member or any of the
13 Released Persons to enforce the terms of the settlement contained in the Settlement Agreement,
14 and shall not include the claims of Settlement Class Members who have timely excluded
15 themselves from the Settlement Class.

16 14. "Released Parties" means VIP and each of its past, present, and future parents,
17 subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and its past, present,
18 and future directors, officers, employees, agents, insurers, shareholders, owners, attorneys,
19 advisors, consultants, representatives, partners, joint venturers, independent contractors,
20 wholesalers, resellers, distributors, retailers, and the predecessors, successors, and assigns of
21 each of them.

22 15. "Releasing Parties" means Plaintiff and all Settlement Class Members who do
23 not timely and properly exclude themselves from the settlement memorialized in this Class
24 Settlement Agreement, and each of their respective heirs, executors, administrators,
25 representatives, agents, partners, successors, attorneys, and assigns.

26 16. "Unknown Claims" means any of the Released Claims that Releasing Parties do
27 not know or suspect to exist in their favor at the time of the release of the Released Parties and
28

1 that, if known by them, might have affected their settlement with, and release of, the Released
2 Parties, or might have affected their decision to participate in this Class Settlement Agreement.
3 With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon
4 the Effective Date, the Releasing Parties expressly shall be deemed to have, and by operation
5 of the Final Approval Order shall have, released any and all Released Claims, including
6 Unknown Claims, and waived the provisions, rights, and benefits conferred by California Civil
7 Code § 1542, and any and all provisions, rights, and benefits conferred by any law of any state,
8 province, or territory of the United States which is similar, comparable, or equivalent to
9 California Civil Code § 1542, which provides:

10
11 **THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR**
12 **SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
13 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
14 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR**
15 **RELEASED PARTY.**

16 Releasing Parties may hereafter discover facts in addition to, or different from, those
17 that they now know or believe to be true with respect to the subject matter of the Released
18 Claims, but Releasing Parties expressly shall be deemed to have, and by operation of the Final
19 Approval Order shall have, upon the Effective Date, fully, finally, and forever settled and
20 released any and all Released Claims including Unknown Claims.

21 17. Upon completion of administration of the Settlement, the Settling Parties shall
22 file a declaration stating forth that claims have been paid and that the terms of the settlement
23 have been completed.

24 18. Pursuant to California Civil Procedure Code § 384(b), the Court will hold a
25 hearing on _____ at _____ [a.m./p.m.] PST, at the Superior Court of California,
26 County of Sacramento, when the Settling Parties shall provide the Court with a report of the
27 total amount of Approved Awards that were actually paid to Settlement Class Members. After
28 the report is received, the Court shall amend the Final Order and Judgment to direct the Claims
Administrator to pay the Electronic Frontier Foundation any residual funds remaining in the

1 Net Settlement Fund after all distributions have been made pursuant to the terms of the Class
2 Settlement Agreement, plus interest.

3 19. This Final Order and Judgment is intended to be a final disposition of the above-
4 captioned action in its entirety and is intended to be immediately appealable.

5 20. Pursuant to California Rule of Court 3.769(h), this Court shall retain jurisdiction
6 with respect to all matters related to the administration and consummation of the settlement,
7 and any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit,
8 including but not limited to all matters related to the settlement and the determination of all
9 controversies relating thereto.

10
11 **IT IS SO ORDERED.**

12 Dated: _____

13 _____
14 HON.
JUDGE OF THE SUPERIOR COURT

EXHIBIT 3

1
2
3
4
5
6
7 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
8 **COUNTY OF SACRAMENTO**
9

10 KONNOR ROBISON-WILLIAMS, individually
11 and on behalf of all others similarly situated,

12 Plaintiff,

13 vs.

14 VISIONARY INTEGRATION
15 PROFESSIONALS, LLC.,

16 Defendants.
17

Case No.: 24CV012543

Assigned for All Purposes to:
Hon. Jill H. Talley / Dept. 23

**DECLARATION OF RICHARD W.
SIMMONS**

Complaint Filed: June 24, 2024
Trial Date: Not Yet Assigned
CMC Date: January 4, 2025

18
19 I, RICHARD W. SIMMONS, declare as follows:
20

21 1. I am the President of Analytics Consulting LLC (“Analytics”)¹. My company is one
22 of the leading providers of class and collective action notice and claims management programs in the
23 nation. It is my understanding that Analytics’ class action consulting practice, including the design
24 and implementation of legal notice campaigns, is the oldest in the country. Through my work, I have
25 personally overseen court-ordered class and collective notice programs in more than 3,000 matters.
26
27

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

2. This Declaration summarizes: the circumstances under which Analytics was retained; my/Analytics experience and qualifications; the proposed Notice Program² (the “Notice Plan”); and why the Notice Plan will provide the best practicable notice in this matter.

RETENTION OF ANALYTICS

3. In response to a solicitation, Analytics submitted a proposal to Counsel for notice, claims administration, and distribution services associated with the proposed settlement of this litigation. My understanding is that solicitations were issued to several firms, and that Analytics' proposal was the most competitive.

QUALIFICATIONS AND EXPERIENCE

4. Founded in 1970, Analytics has consulted for 54 years regarding the design and implementation of legal notice and claims management programs relating to class and collective action litigation. These engagements include notice and claims administration involving antitrust, civil rights, consumer fraud, data breach, employment, insurance, product defect/liability, and securities litigation. An overview of Analytics' services is attached as **Exhibit 1**.

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

- a) Since 1998, Analytics has been under contract (six consecutive five-year contracts, renewed in 2023) with the Federal Trade Commission (“FTC”) to administer and provide expert advice regarding notice (including published notice) and claims processing in their settlements/redress programs.
- b) Since 2012, Analytics has been under contract (two consecutive multi-year contracts, renewed in 2023) with the United States Department of Justice (“DOJ”) to administer and provide expert advice regarding notice and claims processing; and,

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

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

5 6. I joined Analytics in 1990 and have 34 years of direct experience in designing and
6 implementing class action settlements and notice campaigns. The notice programs I have managed
7 range in size from fewer than 100 class members to more than 40 million known class members,
8 including some of the largest and most complex notice and claims administration programs in history.

9 7. I have testified in state and federal courts as to the design and implementation of notice
10 programs, claims processes, and the impact attorney communications has had on claims rates. As has
11 always been my practice, I personally performed or oversaw Analytics’ consulting services in each
12 of the cases indicated on my CV, which is attached hereto as **Exhibit 2**.

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

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

1 speaking engagements regarding notice include: *Current Challenges in Claims Administration*
2 *related to Fraudulent Claims and Artificial Intelligence/Machine Learning*, National Association of
3 Securities and Consumer Attorneys in New York City (2024); *Risks and Regulations: Best Practices*
4 *that Protect Class Member Confidentiality*, HB Litigation Conference on Class Action Mastery in
5 New York City (2018); *Recent Developments in Class Action Notice and Claims Administration*,
6 Practising Law Institute in New York City (2017); *The Beginning and the End of Class Action*
7 *Lawsuits*, Perrin Class Action Litigation Conference in Chicago (2017); *Class Action Administration:*
8 *Data and Technology*, Harris Martin Target Data Breach Conference in San Diego (2014);
9 *Developments in Legal Notice*, accredited CLE Program, presented at Shook Hardy & Bacon, LLP in
10 Kansas City (2013), Halunen & Associates in Minneapolis (2013), and Susman Godfrey in Dallas
11 (2014); and *Class Actions 101: Best Practices and Potential Pitfalls in Providing Class Notice*, CLE
12 Program, presented to the Kansas Bar Association (March 2009).

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

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

18 *Also, the Plaintiffs certified that notice had been provided in accordance with the*
19 *Court's preliminary approval order. The notices stated—in clear and easily*
20 *understandable terms—the key information class members needed to make an*
21 *informed decision: the nature of the action, the class claims, the definition of the class,*
22 *the general outline of the settlement, how to elect for a cash payment, how to opt out*
of the class, how to object to the settlement, the right of class members to secure
counsel, and the binding nature of the settlement on class members who do not to opt
out.

23 * * *

24 *In addition, the parties took additional steps to provide notice to class members,*
25 *including through targeted advertisements on social media. The Court finds that the*
26 *parties have provided the “best notice that is practicable under the circumstances,”*
and complied with the requirements of the Federal Rules of Civil Procedure, the Class
*Action Fairness Act of 2005, and due process.*³

27
28

³ Unless otherwise indicated, citations are omitted and emphasis is added.

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

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

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

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

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

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

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

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

Class Members were provided with notice of the settlement in the manner and form set forth in the settlement agreement. Notice was also provided to pertinent state and federal officials. The notice plan was reasonably calculated to give actual notice to Class Members of their right to receive benefits from the settlement or to be excluded from the settlement or object to the settlement. The notice plan met the requirements of Rule 23 and due process.

f) Honorable Robert W. Gettleman, *In re Aftermarket Filters Antitrust Litig.*, No. 1:08-cv-04883, ECF No. 1031 (N.D. Ill. Oct. 25, 2012):

Due and adequate notice of the Settlement was provided to the Class. . . The manner of giving notice provided in this case fully satisfies the requirements of Federal Rule of Civil Procedure 23 and due process, constitutes the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons entitled thereto. A full and fair opportunity was provided to the members of the Class to be heard regarding the Settlements.

1 g) Honorable Marco A. Roldan, *Plubell v. Merck & Co., Inc.*, NO. 04CV235817-
2 01, Final Judgment and Order (Mo. Cir. Ct. Mar. 15, 2013):

3 *Under the circumstances, the notice of this Settlement provided to Class Members in*
4 *accordance with the Notice Order was the best notice practicable of the proceedings*
5 *and matters set forth therein, including the proposed Settlement, to all Persons entitled*
6 *to such notice, and said notice fully satisfied the requirements due process and*
7 *Missouri law.*

8 h) Honorable James P. Kleinberg, *Skold v. Intel Corp.*, No. 2005-CV-039231,
9 Order on Motion for Approval (Cal. Super. Ct. Mar. 14, 2013):

10 *The Court finds that Plaintiff's proposed Notice plan has a reasonable chance of*
11 *reaching a substantial percentage of class members.*

12 i) Honorable J. Phil Gilbert, *Greenville IL v. Syngenta Crop Prot., Inc.*, No 3:10-
13 cv-00188, ECF No. 325 (S.D. Ill. Oct. 23, 2012):

14 *The Notice provided to the Class fully complied with Rule 23, was the best notice*
15 *practicable, satisfied all constitutional due process requirements, and provides the*
16 *Court with jurisdiction over the Class Members.*

17 11. In addition to my class action consulting work, I taught a college course in antitrust
18 economics, was a guest lecturer at the University of Minnesota Law School on issues of statistical
19 and economic analysis, was a charter member of the American Academy of Economic and Financial
20 Experts and am a former referee for the Journal of Legal Economics (reviewing and critiquing peer-
21 reviewed articles on the application of economic and statistical analysis to legal issues).

22 DATA PRIVACY AND SECURITY

23 12. Analytics has extensive experience handling and managing sensitive information and
24 has in place the technical, administrative, and physical controls necessary to ensure the ongoing
25 confidentiality, integrity, and availability of data.

26 13. Analytics' security and privacy controls have been vetted and approved for use by a
27 number of large corporations as well as federal agencies including the Federal Trade Commission
28 (FTC), Securities and Exchange Commission (SEC), and the US Department of Justice.

14. Analytics has adopted a NIST-based information security program, risk management
framework, and SP 800-53 (and -171) series of controls to ensure all safeguards are appropriately
selected, implemented, and reviewed. Specific individuals have been assigned the responsibility for
information security and data privacy throughout our organization. Analytics submits itself and its

1 systems no less than annually to several independent assessments, including External Penetration
2 Testing performed by a reputable cybersecurity consulting firm. Analytics also maintains Business
3 Continuity and Incident Response programs and performs no less than monthly vulnerability scanning
4 and system patching.

5 15. Analytics performs background checks on all personnel at onboarding and requires
6 each individual to enter into a non-disclosure and confidentiality agreement. Additionally, everyone
7 must successfully complete cybersecurity and privacy training during the onboarding process, which
8 educates all staff on the proper use of sensitive data. Refresher training is required of all employees
9 each year and Analytics periodically disseminates security and privacy awareness messages to all
10 staff.

11 16. To help ensure the proper use of data, Analytics' systems have been designed with
12 privacy in mind and utilize role-based access control to ensure access is granted in accordance with
13 principle of least privilege. Access to the data is provided via a dedicated application ensuring data
14 that has been collected for different purposes can be processed separately. Additionally, Analytics
15 only collects the minimum amount of data necessary to administer the class action at hand, stores data
16 for each class action in a dedicated database to prevent comingling of data, utilizes that data only for
17 purposes specified in the class action, and only retains data for the minimum amount of time required.

18 17. Industry standard logical access controls are in place to prevent unauthorized access
19 to Analytics' network and systems. Access is only provided after proper approval is acquired, tracked
20 in the ticketing system and information system audit logs, and all access and access levels are
21 reviewed no less than quarterly. Analytics provides unique identifiers to each employee and requires
22 complex, 14 character, passwords, and also requires multifactor authentication for all remote access.
23 All sessions occur via encrypted channels to ensure the confidentiality and integrity of the data being
24 transmitted.

25 18. Analytics' defense-in-depth approach to security includes a myriad of tools and
26 solutions to ensure its environment and data remains protected. Next Generation Firewalls are
27 deployed at all perimeter points and provide intrusion detection and prevention protection (IDS/IPS)
28 to proactively block suspicious and malicious traffic without the need for human intervention.

1 Similarly, Web Application Firewalls (WAF) are in positioned in from of public facing web
2 applications which are designed in adherence to standard 3-Tier (Web/App/Data) architecture.
3 Security event and audit log data is transmitted to Analytics' Security Information and Event
4 Management (SIEM) solution which aggregates data across the enterprise to deliver analytics and
5 threat intelligence. This is coupled with Microsoft's Defender Advanced Threat Protection (ATP)
6 endpoint protection which is deployed on all endpoints to perform real-time and scheduled scanning
7 along with behavioral analysis to ensure all systems are free from malicious software and activity.
8 Encryption is in use throughout Analytics' systems and services.. Transmission of data outside on
9 Analytics' environment also occurs via TLS encrypted web traffic, via SFTP, or similarly protected
10 secure and encrypted protocols. Data is stored in Microsoft SQL databases and protected with full
11 database SQL TDE encryption. Furthermore, the physical disks of all servers and workstations are
12 protected with encryption, as well.

13 19. Analytics' Disaster Recovery solution performs backups of production systems by
14 securely transmitting data at scheduled intervals to both a local and geographically separate offsite
15 storage system. Not only is backup data encrypted in transit but also on the offsite storage itself.
16 Analytics' backup system is highly configurable, scalable, and robust enough to accommodate any
17 requirements.

18 20. Analytics facilities used to process or store data have in place adequate physical
19 controls to prevent unauthorized access to, or dissemination of, sensitive information. Access to, and
20 within, facilities is controlled by key cards assigned only to authorized personnel and only at the level
21 required to perform job duties. Access to highly sensitive areas, such as datacenters, server rooms,
22 mailrooms, etc., while also controlled by key cards, are controlled by restricted levels of access.
23 Access to Analytics' facilities is reviewed periodically, as well. Facilities are also protected by alarm
24 systems and employ CCTV monitoring and recording systems. Analytics educates staff on
25 maintaining a clean desk and securely storing and disposing of sensitive documentation and also
26 prohibits by default access to removable media devices. Disposal of media, whether physical or
27 electronic, is done so securely and in accordance with NIST 800-88 guidelines to ensure the data
28 cannot be reconstituted.

21. All data provided to Analytics in connection with this case will be handled according to Analytics' security protocols and applicable law.

INSURANCE

22. Analytics maintains the following insurance coverage to address issues associated with a potential data breach or mishandling of settlement funds: a) professional liability services with a policy limit of \$10,000,000; b) dedicated cyber-insurance (including data breach notification) with a policy limit of \$2,000,000; and, c) employee fidelity/crime coverage with a policy limit of \$10,000,000. These limits exceed the likely value of funds at issue in the settlement agreement.

SUMMARY OF NOTICE PLAN

23. The Notice Program is the best notice that is practicable under the circumstances and fully comports with due process. The Notice Program provides for: 1) a Notice via U.S. Mail for all Settlement Class Member for whom a mailing address is available; and, 2) direct notice via email (the Email Notice) to all Settlement Class Members for whom the Defendants have an email addresses. Additionally, the Notice will be available for download at the Settlement Website.

24. The Notice Program also includes a Settlement Website and toll-free telephone line where individuals can learn more about their rights and responsibilities in the litigation.

25. This Notice Plan, supported by the details outlined below, conforms to the best practices identified in the Federal Judicial Center's (or "FJC") Publication "*Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*" (2010) and provides the best practicable notice in this litigation.

CLASS DEFINITION

26. The Settlement Agreement defines the “Settlement Class” as:

[A]ll individuals in the United States sent a notice of the Data Breach, including, but not limited to, the California Settlement Subclass. The Settlement Class specifically excludes: (i) VIP and VIP's parents, subsidiaries, affiliates, officers and directors, and any entity in which VIP has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) the attorneys representing the Parties in the Litigation; (iv) all judges assigned to hear any aspect of the Litigation, as well as their immediate family members; and (v) any person found by a court of competent jurisdiction to be

1 guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident,
2 or who pleads *nolo contendere* to any such charge. (§ 1.27)

3
4 27. The Settlement Agreement defines the “California Settlement Subclass” as:

5 [A]ll individuals who were sent notice of the Data Incident who currently reside in the
6 State of California. The California Settlement Subclass specifically excludes: (i) VIP
7 and VIP's parents, subsidiaries, affiliates, officers and directors, and any entity in
8 which VIP has a controlling interest; (ii) all individuals who make a timely election to
9 be excluded from this proceeding using the correct protocol for opting out; (iii) the
10 attorneys representing the Parties in the Litigation; (iv) all judges assigned to hear any
11 aspect of the Litigation, as well as their immediate family members; and (v) any person
12 found by a court of competent jurisdiction to be guilty under criminal law of initiating,
13 causing, aiding, or abetting the Data Incident, or who pleads *nolo contendere* to any
14 such charge. For avoidance of doubt, members of the California Settlement Subclass
15 are each considered to be members of the Settlement Class. (§ 1.2)

12 **DIRECT NOTICE**

13 28. The direct notice effort in this matter will consist of mailing a Class Notice to all
14 Settlement Class Member for whom a mailing address is available and sending a notice via email (the
15 Email Notice) to all Settlement Class Members for whom the Defendants have an email addresses.
16 In many instances, a Settlement Class Member will receive both a mailed and -emailed Notice.

17 *Direct Mailed Notice*

18 29. A list of Settlement Class Members will be provided by Defendants within seven (7)
19 days after entry of the Preliminary Approval Order

20 30. No later than 30 calendar days after the entry of the Preliminary Approval Order, the
21 Notice will be sent by first-class mail, postage prepaid, to the last-known address, of each Settlement
22 Class Member,

23 31. In preparation for mailing, mailing addresses will be updated using the National
24 Change of Address (“NCOA”) database maintained by the United States Postal Service (“USPS”)⁴;
25 certified via the Coding Accuracy Support System (“CASS”)⁵; and verified through Delivery Point
26

27 ⁴ The NCOA database contains records of all permanent change of address submissions received by the USPS for the
28 last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated
with any reported move based on a comparison with the person’s name and last known address.

⁵ The CASS is a certification system used by the USPS to ensure the quality of ZIP +4 coding systems.

1 Validation (“DPV”).⁶ This ensures that all appropriate steps have been taken to send Notices to
2 current and valid addresses. This address updating process is standard for the industry.

3 32. Notices returned as undeliverable will be re-mailed to any new address available
4 through postal service information, for example, to the address provided by the postal service on
5 returned pieces for which the automatic forwarding order has expired, but which is still during the
6 period in which the postal service returns the piece with the address indicated, or to better addresses
7 that may be found using a third-party lookup service. This process is also commonly referred to as
8 ‘skip-tracing.’ Upon successfully locating better addresses, mailed Notices will be promptly re-
9 mailed.

10 *Direct E-Mailed Settlement Notice*

11 33. No later than 30 calendar days after the entry of the Preliminary Approval Order,
12 Analytics will cause the Email Notice to be sent to Settlement Class Members who have an email
13 address in the records provided by Defendants.

14 34. Prior to disseminating notice via e-mail, Analytics will perform an analysis of the class
15 data records that contain an e-mail address. The e-mail addresses will be subjected to an e-mail
16 cleansing and will be deduplicated. The e-mail cleansing process removes extra spaces, fixes common
17 typographical errors in domain name, and corrects insufficient domain suffixes (e.g., gmal.com to
18 gmail.com, gmail.co to gmail.com, yaho.com to yahoo.com, etc.).

19 35. The standardized e-mail addresses will then be subject to an e-mail validation process
20 whereby each e-mail address is compared to known invalid e-mail addresses. As an additional step
21 in the validation process, the e-mail address will be verified by contacting the Internet Service
22 Provider (“ISP”) to determine if the e-mail address exists.

23 36. Additionally, Analytics designs e-mail notices to avoid many common “red flags” that
24 might otherwise cause a Class Members’ spam filter to block or identify the e-mail notice as spam.
25 For instance, Analytics does not include the Class Notice as an attachment to an e-mail notice, because
26 attachments are often interpreted by various Internet Service Providers (“ISP”) as spam. Rather, in
27

28 ⁶ Records that are ZIP +4 coded are then sent through Delivery Point Validation (“DPV”) to verify the address and identify Commercial Mail Receiving Agencies. DPV verifies the accuracy of addresses and reports exactly what is wrong with incorrect addresses.

1 accordance with industry best practices, Analytics includes a link to all operative documents so that
2 Class Members can easily access this information.

3 37. At the completion of the notice campaign Analytics will report to the Court the total
4 number of e-mailed, mailed and delivered notices. In short, the Court will possess a detailed, verified
5 account of the success rate of the notice campaign.

6 7 **RESPONSE MECHANISMS**

8 *Toll-Free Phone Support*

9 38. Prior to the mailing of the Notice, we will coordinate with Class Counsel to implement
10 a dedicated toll-free number as a resource for Class Members seeking information about the
11 Settlement.

12 39. By calling this number, Class Members will be able to listen to pre-recorded answers
13 to Frequently Asked Questions (“FAQs”) or request to have a Notice mailed to them. Automated
14 messages will be available to Class Members 24-hours a day, 7-days a week, with call center agents
15 also available during standard business hours. Analytics’ IVR system allows Class Members to
16 request a return call if they call outside of business hours or if they prefer not to remain on hold. This
17 automated process confirms the caller’s phone number and automatically queues a return call the next
18 business day.

19 40. Calls are transferred to agents specifically assigned to an engagement using “skillset”
20 routing. In addition to engagement specific training, call center agents receive training regarding
21 Analytics’ applications, policies, and procedures (such as privacy and identity proofing). This training
22 also includes customer service-oriented modules to ensure that the answers to callers’ questions are
23 delivered in a professional, conversational, and plain-English manner.

24 41. Answers to frequently asked questions will be standardized and managed in Analytics’
25 centralized knowledge management system. Each time a call is delivered to an agent, the agent is
26 provided, on-screen, with a list of questions and Counsel-approved responses. Call center agents are
27 monitored, graded, and coached on an ongoing basis to ensure that consistent messages are delivered
28 regarding each matter.

1 *Settlement Website*

2 42. Prior to the mailing of the Notice (and within 30 days of the Preliminary Approval
3 Date), Analytics will coordinate with Class Counsel to develop an informational website to provide
4 information to Class Members regarding the litigation and Settlement. The Settlement Website will
5 be the principal means for Class Members to obtain information about the Settlement, requests for
6 exclusion, and changes their address. Guided by an intent to keep Class Members fully informed, the
7 Website will conform to key e-commerce best practices:

- 8 a) The top section of the home page, most prominent on lower resolution monitors,
9 will include a summary message about the litigation along with a prominent
10 button labeled “File Your Claim.” that takes class members to a dedicate page
11 explaining their options for submitting a claim (including online and paper). This
12 button will be outside the color scheme of the page (black, gray, and white),
13 making it especially prominent; and
- 14 b) The home page content will be simplified and streamlined, so that specific
15 prominent language and graphic images can direct Class Members to specific
16 content areas:
- 17 i) FAQs: “Learn How This Litigation Affects Your Rights and Get Answers
18 to Your Questions About the Litigation”;
- 19 ii) Important Deadlines: “Important Deadlines That Will Affect Your Rights”;
20 and
- 21 iii) Case Documents: “Detailed Information About the Case” including the
22 operative Complaint, Settlement Agreement, and Class Notice.

23 43. Upon Final Approval, the Website will be updated to include the Final Judgement, and
24 will be the mechanism by which notice of final judgment will be given to the Settlement Class.

25 44. Recognizing the increasingly mobile nature of advertising and communications, the
26 Website will be mobile optimized, meaning it can be clearly read and used by Class Members visiting
27
28

1 the Website via smart phone or tablet⁷. By visiting the Website, Class Members will be able to read
2 and download key information about the litigation, including, without limitation:

- 3 a) Class Members' rights and options.
- 4 b) important dates and deadlines.
- 5 c) answers to FAQs; and
- 6 d) case documents.

7 45. In order to ensure accessibility to information regarding the settlement to all Class
8 Members, the design and implementation of the website for this settlement will be compliant with
9 ADA Section 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended by the Workforce
10 Investment Act of 1998 (P.L. 105-220).

11 *Email Support*

12 46. The Website will contain prominent links for Class Members to ask questions about
13 the litigation and Settlement. These links and the supporting email address will be operational prior
14 to the commencement of the Notice Plan.

15 47. Every email received by Analytics will be assigned a tracking number, and the sender
16 will receive an immediate response confirming receipt along with a link to additional information
17 regarding the litigation. When Class Members' questions have been answered, they will be sent a
18 follow up email asking if they have any additional questions and verifying that their questions were
19 answered.

20 **DISTRIBUTION OF SETTLEMENT FUNDS**

21 48. When a Class Member submits an online claim, they will be provided with the
22 opportunity to select either a physical check or an electronic payment. If a claim were submitted in
23 hard copy form, due to the inability to interactively verify payment information at the time of
24 submission, the Class Member would default to a physical check.

25 49. Claimants will have the choice of four "cash equivalent" electronic payment types:
26 PayPal, Zelle, Venmo, and ACH transfer. For each choice, claimants will provide relevant payment
27

28 ⁷ In a consumer settlement, it is common for more than half of class members who visit a settlement website to be using a smart phone or tablet.

1 information (email address, cell phone, or account information) which will be immediately validated
2 at the time of submission. Notably, each of these payment types represents a nearly instantaneous
3 direct transfer of funds to the claimant, at no cost to the claimants.

4 50. The distribution of funds, both electronically and by physical check, will occur on a
5 single day, after the final approval of the settlement and after receipt of approval from Class Counsel.
6 Should, an electronic payment fail (for whatever reason) a physical check will be issued to the
7 claimant 45 days after the initial distribution of funds. This allows time for the payment platforms to
8 return funds to Analytics associated with outdated payment information (and closed accounts).

9 **SETTLEMENT ADMINISTRATION EXPENSES**

10 51. Settlement Administration expenses include all fees, costs, and expenses incurred by
11 Analytics related to distribution administration, including data sanitation and standardization, printing
12 and postage for mailing of checks, toll-free line development and maintenance, email configuration,
13 contact center service agents, handling Class Member correspondence, fund management, and
14 distribution of residual funds. We will incur costs for these services of approximately \$18,779.

15 **CONCLUSION**

16 52. In class action notice planning, execution, and analysis, we are guided by due process
17 considerations under the United States Constitution, state and local rules and statutes, and further by
18 case law pertaining to notice. This framework requires that: (1) notice reaches the class; (2) the notice
19 that actually comes to the attention of the class is informative and easy to understand; and (3) class
20 members rights and members' rights and options easy to act upon. All of these requirements will be
21 met in this case:

- 22 a) Direct Notice will be provided to nearly all Settlement Class Members in this
23 Litigation.
 - 24 b) The Settlement Notice is designed to be "noticed" and are written in carefully
25 organized, plain language; and,
 - 26 c) Response mechanisms are designed to support Settlement Class Member
27 requests and respond to their inquiries.
- 28

53. The proposed Notice Program will inform Settlement Class Members of the existence of the Litigation and Settlement through email and direct mail. These notice efforts will be supplemented by a website, e-mail support, and toll-free phone support. Given the availability of data regarding Class Members, and the proposed efforts to identify updated addresses for Class Members, this Notice Program provides comprehensive notice and support to Class Members.

54. The Notice Program will provide the best notice practicable under the circumstances of this case, and comports with the guidance for effective notice articulated in the Manual for Complex Litigation.

55. In my opinion, the Notice Program, if implemented, will provide the best notice practicable under the circumstances of this Litigation.

56. This Notice Program is consistent with, or exceeds:

- a) historic best practices for class notification,
- b) FJC guidance regarding class notification; and,
- c) Standards established by federal agencies with notification and distribution funds, such as the FTC, DOJ, and SEC.

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

Executed on this 13th day of December, 2024, in Chanhassen, Minnesota.


RICHARD W. SIMMONS

Exhibit 1

Class Action Consulting Services



ANALYTICS

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1 INTRODUCTION

Analytics is one of the premier providers of class action consulting and administration services - including the planning, notification, claims processing and distribution of settlement funds.

Top law firms, corporate legal departments, Special Masters, and other legal professionals rely on Analytics to plan and implement complex notice and claims programs, including collective and class action settlements, governmental settlements, and regulatory remediation engagements. Our experienced staff, tested systems, and turn-key operations centers are in place to meet the most complex of notice and settlement requirements.

Analytics' program and claims management practice provides:

- PMP-certified project managers.
- FISMA-Moderate accredited infrastructure and applications that includes:
 - Call Centers
 - Claims Resolution
 - Application and Data Hosting
 - Mail Processing
 - Treasury Management and Distribution Services
- Experience providing expert testimony and consulting services regarding legal and operational issues as they relate to the management of claims facilities and communications programs.

1.1 Company Information

1.1.1 Analytics

Analytics was established in 1970, two years after the revisions to Federal Rules of Civil Procedure Rule 23 that made federal class action litigation practical. Throughout our 53-year history, Analytics has assisted clients in managing class action settlements around the globe involving more than 250 million class members and \$6 billion dollars. With decades of experience, Analytics has the demonstrated ability to customize fund administration solutions for every sector and to manage engagements ranging from less than 25 to over 80 million individuals. Our clients include law firms, Special Masters, Fortune 500 corporations, and the United States Government. Analytics has been retained under multi-year contracts to provide expert consulting and administration services to the following agencies to support their consumer and investor protection missions: the Federal Trade Commission, Securities and Exchange Commission, and the Department of Justice.

Our experience covers the full range of collective action, class action and mass tort litigation, including antitrust, building products, consumer fraud, employment, ERISA, racial and sexual discrimination, insurance, privacy, securities, and truth-in-lending litigation. We have administered settlements ranging in size from fewer than 100 class members to more than 40 million, including one of the largest mailed-notice campaigns in history.



1.1.2 Why Analytics?

There are several qualities that distinguish Analytics as a notice and claims administrator:

- **EXPERTS IN CLASS ACTION NOTICE AND SETTLEMENT ADMINISTRATION.** Our management team includes experts in law, economics, and e-commerce, and averages more than three decade's worth of class action notice and settlement administration experience. The unique perspective this team brings gives us the ability to meet the challenges of modern legal notice and claims administration.
- **WE ARE E-COMMERCE AND TECHNOLOGY EXPERTS.** We are committed to investments in technology to improve the administration process for clients and class members. From load-tested applications designed to accommodate surges in claimant interest, to websites designed for smartphones that encourage participation; our systems are designed to meet the needs of modern notice and claims administration.
- **WE'RE OBSESSIVE ABOUT THE DETAILS.** Our processes are based upon decades of experience and detailed planning and undergo an annual SOC 1 Type II audit. For each engagement, project plans result in defined deliverables as well as measured and transparent results.
- **PERSONALIZED SERVICE FOR CLIENTS AND CLASS MEMBERS** We understand that every engagement is personal: personal to the lawyers who litigated the matter and personal to the class members who participate in the settlement process. For clients, we provide a single point of contact that oversees and coordinates all aspects of each engagement. For class members – we provide the administration support they need in the mode best suited to their needs.
- **WE HAVE NO CONFLICTS.** We have no conflicts of interest that could compromise our services or undermine the trust of the parties. Due to our closely held nature, Analytics has never had a conflict of interest, however remote, in any matter that we've assisted in administering.
- **WE NEVER OUTSOURCE.** All consulting services are performed in house, and we do not offshore any portion of our administration work. This provides us with greater control over our work product and tighter data security for our clients.

Our focused approach to class action consulting provides a single, fully dedicated point of contact who is responsible for overseeing and coordinating all aspects of each engagement. In addition to a single point of contact for each engagement, we provide an unmatched level of access to senior management (all of whom are actively involved with every case we administer). Our management team has regular and direct contact with all employees, from the mailroom, processing staff and customer service representatives working directly with class members, to IT and accounting departments.

While your dedicated Project Manager is available at your convenience, you can also contact any of us at any time:

Name	Title	Office	Cell
Richard Simmons	President	952.404.5703	952.239.1500
Lisa Schmidt-Simmons	Chief Executive Officer	952.404.5762	952.239.1217

While Analytics administers cases of all sizes and scope, we are a recognized as the leader in bespoke case administration. Analytics' Minneapolis facility has 25,000 square feet of floor space (with access to an additional 30,000 of contiguous flexible space) and includes an on-site call center and on-demand, on-premise printing and mail center.

We pioneered the class action claims administration process - and have incorporated the lessons that we've learned into carefully documented, scalable, notice and administration best practices. Our success stems from our leadership in the development of methods to notify consumers of their rights and our development of processes that ease the manner in which they participate in a settlement or judgement. Our focus on improving the process and participation rates is backed by our proprietary software application, CARMEN.

EXPERTS – NOTICE AND ADMINISTRATION

State and Federal Courts, the Department of Justice, the Federal Trade Commission, and the Securities and Exchange Commission have all recognized Analytics (and members of the executive team) as experts regarding class notification and notice procedures. Significantly, we have:

- testified regarding the adequacy of notice procedures in direct notice cases;
- testified regarding the adequacy of published notice plans;
- been appointed as a Distribution Fund Administrator by the Securities and Exchange Commission tasked with developing Distribution Plans for court approval;
- been retained as an expert by the Federal Trade Commission to testify regarding the effectiveness of competing notice plans and procedures.

Attached is a biography for Richard Simmons, Analytics' president and principal consultant with respect to notification issues. This biography identifies matters in which Analytics testified as to the adequacy of published notice, including quotes from relevant orders.

This does not include the hundreds of instances where we testified as to notice procedures employed by Analytics so that a court could have a basis for a ruling regarding the adequacy of notice. These cases are reflected in the Partial List of Class Action Consulting Experience that accompanies the biography.

Additionally,

- In 2011, Mr. Simmons was a panelist at the Federal Judicial Center's workshop/meeting regarding class action notice and settlement administration.

- In 2014, we were interviewed by the Consumer Financial Protection Bureau regarding notice and claims administration in class action litigation as part of their study on arbitration and consumer class litigation waivers.
- In 2016, we worked with the Federal Trade Commission's Class Action Notice Project to design and test alternate forms of notice.
- In 2017, Mr. Simmons was the primary author for the Duke Law Center's standards for evaluating class action notice programs.
- In 2023, Mr. Simmons is contributing to the Rabiej Litigation Lase Center's forthcoming Class Action Best Practices Checklist, developing recommendation for judges to use when approving a class-action settlements to ensure efficient methods of notice and distribution, compliance with Rule 23, and overall fairness.

2 PROJECT MANAGEMENT AND IMPLEMENTATION

Analytics provides turnkey solutions for the management of collective action, class action, and mass tort notice and claims programs. Every engagement is managed using a project management structure designed to meet the standards of the Project Management Institute and our annual SOC 1 audit. We will work closely with each client to create a detailed Project Plan that addresses the lifecycle of the matter from initial database development through distribution of funds. This ensures that the scope of the work is clearly identified, appropriate responsibilities are assigned, and realistic timelines are established for key milestones. This ensures accuracy, timeliness, and cost efficiency for clients.

2.1 Project Management Plan

After a project is awarded to Analytics, a project team is assembled to work with the client to document the matter, coordinate data transfer, and begin the initial process. We will work closely with each client to prepare a detailed Project Plan that addresses the lifecycle of the distribution fund. This ensures that the scope of the work is clearly identified for engagement, appropriate responsibilities are assigned, and realistic timelines are established for milestones.

Analytics senior management team chairs a weekly management meeting that is attended by project managers and a representative from each department that supports their engagements (i.e., Data Services, Shared Services [Call Center and Data Capture], Document Center, and Treasury Management). During this meeting, Project Managers and Executive team will review Analytics' performance against commitments to our clients. This ensures Analytics' senior management is fully informed of each engagement, and that resources are made available so that we meet or exceed client expectations.

2.2 Project Implementation

Analytics leverages its capabilities from startup to closeout to complete all services within the scope of the contract in a timely manner. Analytics' consulting services are based on a tested technology infrastructure and documented processes to securely collect, manage, and distribute data. Consequently, we are able to efficiently and cost-effectively manage matters of any size.



We have available for our clients use:

- Applications hosted in secure Tier III data centers;
- Imaging and scanning facilities with a capacity of more than 200,000 pages/day.
- Call-center capacity suitable for direct notification programs of up to 40 million consumers; and
- Inbound mail-processing center engineered for volumes that accompany direct notification programs of up to 40 million consumers.

2.2.1 Claims

In a typical engagement, claims are submitted in one of two ways:

- **Online Claims:** A claimant may prepare and submit (or upload) a claim using a secure online claims portal.
- **Paper Claim Submission:** Claimant may submit an original claim form, including supporting documentation (if any) to Analytics.

Our claims processing team is supported by dedicated applications designed to meet the specific needs and workflows of class action settlements. These applications allow for:

- **Document Imaging:** Our applications provide scanned images of claims and supporting documentation and have the ability to interpret the information.
- **Process Management:** Our systems are designed to enforce the criteria of each settlement agreement to ensure claimant eligibility and claim valuation is appropriate and correct.
- **Analysis:** Our systems provide pattern matching for claim validation and identify duplicate claims.
- **Data Security:** Analytics' applications enforce a secure audit trail, and we separate duties for claims processing and review to reduce the risk of fraud.

2.2.2 Claim Controls

In each engagement, we perform comprehensive audits and reviews to ensure that all claims are processed accurately and that the settlement fund is protected against fraud.

2.2.2.1 Fraud Prevention

Analytics is an industry leader in addressing and preventing fraudulent transactions. This has been accomplished through statistical analysis of transactions and extensive training of claims analysts to keep a watchful eye for suspicious claims. All staff members are trained to investigate red flag alerts.

Analytics employs an experienced and trained disbursements staff. These professionals are highly skilled in detecting potential check fraud and performing daily fraud and abuse monitoring activities in addition to account reconciliation. The disbursements team has appropriate quality controls in place to ensure error-free processing of financial transactions once the case has reached the disbursement phase.

2.2.2.2 *Misuse of Data*

Analytics has also implemented internal procedures to prevent unscrupulous activity and to protect our clients' and class members' private information. These controls include:

- Configuring all of Analytics' systems so that modifications can only be made to data through the use of Analytics' proprietary applications. Individuals are not allowed direct access to underlying production databases.
- Tracking all modifications to Analytics computer programs with a version control system and auditing all changes.
- Authorizing only designated individuals to perform work on a matter and access data on which any distribution will be based.
- If an individual has the security clearance to make changes in data, all original data is maintained, a copy of the edited data is maintained, and the system records the identity of the individual who made the change.

2.2.3 Claims Support & Contact Center

In a world where consumers expect 24/7 availability, we are committed to providing class members the support that they need, when and how they need it. Each engagement is staffed with dedicated agents and supported by an enterprise grade contact center infrastructure that integrates calls, emails, and online chat into a single system:

- **Interactive Voice Response:** Calls are initially routed to an automated system that answers to 90% of callers' questions. We monitor caller selections to optimize class member experience. If they request to speak to an agent, and hold times are above average, callers can request a return call rather than remain on hold. When requested, voice recognition in multiple languages is available.
- **Call Center Agents:** Calls are routed based on skill sets to agents that are trained on the specific engagement. Agents have access to online scripts (approved by our clients) that provide them with answers frequently asked questions. Inquiries not covered by the script can be immediately queued to a supervisor, and then on to the client if appropriate. We also have Spanish, French, and Chinese speaking agents and can accommodate other languages upon request.
- **Email:** Each email is routed to ticketing systems and immediately acknowledged. Class members know that we've received their inquiry, and we track and report on the response to every email. Where possible, responses are standardized, ensuring that class members receive correct, client approved answers to all of their questions.

Analytics has a full service, in-house call center in its Minneapolis facility with capacity for more than 200 agents (including flexible space). For larger projects, remote locations offer the ability to scale our capacity significantly.

Analytics' contact center system employs VOIP (Voice-Over Internet Protocol) technology that provides clients with local access/toll free/free phone numbers across the globe and allows us to route calls to any location in the world. With real-time monitoring, Analytics is also able to



allocate staff as needed to a particular program – all dependent on the amount of incoming calls, number of calls in queue and average hold time. Staffing projections and budget monitoring are also better informed given the detailed, historical information routinely available.

The “average” Analytics’ agent has supported callers on hundreds of settlements, and has received training regarding Analytics’ applications, policies, and procedures. This training includes engagement specific information as well as customer service-oriented training to ensure that the answers to callers’ questions are delivered in a conversational manner.

Agents are supported in accurate information by a knowledgebase that is integrated into the contact center software that scripts information about each engagement and answers of the most commonly discussed topics.

Call center agents are monitored and coached on an ongoing basis to ensure that consistent messages are delivered regarding each litigation. To further ensure the quality of the experience and the accuracy of the information we provide, calls are anonymously monitored through digital call recordings, and are graded for compliance with standards of accuracy and service.

2.2.4 Distribution Services

Following the completion of the data capture process, Analytics coordinates the distribution of checks or other forms of compensation to eligible recipients. All checks are printed in-house by Analytics, ensuring quick and accurate payment to all eligible claimants once payment amounts are approved.

Analytics has breadth of experience in the distribution of awards on qualifying claims. Fund management and disbursement services are handled on-site by accounting and tax professionals. Rigorous controls that exceed banking and federal government-sector security and audit standards are followed.

Checks are printed on-site with MICR encoding and secure check stock. All financial instruments are handled with dual custody and in areas secured by access keys and recorded digital camera monitoring. Daily account reviews are conducted, and positive pay presentments escalated to the business unit. Monthly reconciliations and account reporting are available for review.

2.3 Technology and Data Security

Analytics brings decades of experience handling the sensitive and complex data for clients across a range of industries, from financial and healthcare to manufacturing and services. Analytics’ pre-existing management processes and years of operations with complex systems and infrastructure to deliver proven value to our clients.

In light of uncertainty and marketing representations made regarding the “alphabet soup” of information security standards (HIPAA, ISO 27001, NIST, PCI/DSS, SAS70, SOC2, SSAE16, for example), Analytics chose to implement the National Institute of Standards and Technology

(“NIST”) Cybersecurity Framework. This Framework embodies best practices from the various bodies and can be mapped directly to any of these standards¹. It requires us to conduct a risk assessment regarding the data that we maintain (be it credit card data, health, or financial information), develop a System Security Plan to address those risks, and then continuously test our compliance with that plan.

Within this standard – also in NIST Publication 800-53 (Security and Privacy Controls for Federal Information Systems and Organizations) - there are various tiers of commitments to information security. After consultation with the Federal Trade Commission (the agency charged with enforcing data privacy), we chose to implement one of the highest standards within this framework– “FISMA” Moderate² (meeting the information security requirements for the top 10% of Federal systems). We hold a FISMA-moderate “authority to operate” or “authority to use” from the the US Securities and Exchange Commission.

Highlights of Analytics’ commitment to technology and data security include:

- **High Availability:** The systems that we utilize support 24/7 operations, are architected for redundancy (i.e., no critical single points of failure) and have a business continuity management strategy in place.
- **Secure Data Transfer:** Analytics takes the protection of personal information very seriously. Analytics will receive encrypted data files from clients using sFTP or encrypted media. The data elements sent by the client may vary from case to case and may include personally identifiable information (PII) such as: full name, address, telephone numbers, date of birth, and social security number
- **Secure Data Storage:** Once Analytics has retrieved the data, it will be processed and stored in Analytics’ secure network. Analytics uses state-of-the-art enterprise database server technology for data storage, and our database and application solution.
- **Audited and Controlled Access:** Analytics staff, including processing and technical support personnel, will have access to the CARMEN Database. IT specialists and Analytics technical and operational program managers will access CARMEN and the CARMEN Database to ensure system performance and to audit the use ‘of the system. All of these users and other authorized users, whose identity and need for access have been validated, will have varying levels of access to CARMEN Database.
- **Physical Security:** Analytics maintains access levels at the physical, software, and database levels. In addition to the many layers of data security, Analytics data processing facilities are physically secured – at the perimeter and within datacenters – through the use of electronic key cards, biometric access controls, and monitoring equipment. Anyone visiting our facility must sign in and out and be accompanied by an employee at all times.

¹ For example, SOC2 compliance does not indicate NIST compliance, but NIST compliance at the level that Analytics maintains indicates full SOC2 compliance.

² FISMA is the acronym for the Federal Information Security Management Act of 2002 that established the initial NIST authority and framework.

- **Information Governance:** Analytics has a comprehensive, written Information Security Plan designed to comply with applicable state and Federal laws and to ensure the confidentiality, integrity, and availability of client data.
 - A dedicated information security team, including an Information Technology Security officer, with specific responsibility of implementing and overseeing the Information Security Plan.
 - An on-site 3,000 square foot enterprise grade Tier III data center.
 - All Analytics personnel who have full access to client data have undergone comprehensive background checks
 - Periodic evaluations of the implementation of Analytics' Information Security Plan, including:
 - Annual reviews by the Federal Trade Commission, the Department of Justice, and other external auditors.

Exhibit 2



Richard W. Simmons

Richard W. Simmons is the President of Analytics Consulting LLC¹. Mr. Simmons joined Analytics in 1990 and has more than 33 years of experience developing and implementing class action communications and settlement programs.

Mr. Simmons' first legal notice consulting engagement was the *Schwan's Salmonella Litigation* settlement (*In Re: Salmonella Litigation*, Case No. 94-cv-016304 (D. Minn.)). Since then, he has:

- Developed and implemented notice campaigns ranging in size up to 45 million known class members (and 180 million unknown class members);
- Testified regarding legal notice in building products, civil rights, consumer products, environmental pollution, privacy, and securities litigation settlements;
- Managed claims processes for settlement funds ranging up to \$1 billion in value.

As part of Analytics' ongoing class action notice consulting practice, Mr. Simmons:

- testified regarding the adequacy of notice procedures in direct notice cases (including the development of class member databases);
- testified regarding the adequacy of published notice plans;
- has been appointed as a Distribution Fund Administrator by the Securities and Exchange Commission tasked with developing Distribution Plans for court approval;
- has been retained as an expert by the Federal Trade Commission to testify regarding the effectiveness of competing notice plans and procedures; and,
- acted as the primary author for the Duke Law Center's guidelines for best practices regarding the evaluation of class action notice campaigns.
- assisted in developing the George Washington University Law School's Class Action Best Practices Checklist.
- acted as the primary author for the Rabiej Litigation Law Center' Class Action Best Practices.

In addition to his class action consulting work, Mr. Simmons has taught a college course in antitrust economics, was a guest lecturer at the University of Minnesota Law School on issues of statistical and economic analysis, was a charter member of the American Academy of Economic and Financial Experts and was a former referee for the Journal of Legal Economics (reviewing and critiquing peer reviewed articles on the application of economic and statistical analysis to legal issues). Mr. Simmons is a published author on the subject of damage analysis in Rule 10b-5 securities litigation.

¹ In October 2013, Analytics Consulting LLC acquired Analytics Incorporated. I am the former President of Analytics Incorporated. References to Analytics herein include the prior legal entities.

Mr. Simmons graduated from St. Olaf College with a B.A. in Economics (with a year at University College, Dublin), pursued a PhD. in Agricultural and Applied Economics (with a concentration in industrial organization and consumer/behavioral economics) at the University of Minnesota², and has received formal media planning training from New York University.

APPLICATION OF TECHNOLOGY TO CLASS ACTION SETTLEMENTS

Mr. Simmons has been a visionary in the application of the Internet to class action notice campaigns and the management of settlements:

- In 1995, Mr. Simmons was the first in the nation to support class action settlements with an online presence, that included the ability to check online, the status of their claims.
- In 2000, Mr. Simmons invented online claims submission in class action litigation, filing a patent application governing “*Method and system for assembling databases in multiple-party proceedings*” US20010034731 A1.
- In 2002, Mr. Simmons established an online clearinghouse for class action settlements that provided the public with information regarding class action settlements and provided them with the ability to register for notification of new settlements. This clearinghouse received national press attention as a resource for class action settlements.
- From 2003 through 2013, Analytics’ incremental changes in Internet support included class member verification of eligibility, locator services that identified retail outlets that sold contaminated products, secure document repositories, and multi-language support.
- In 2014, Mr. Simmons was the first to utilize and testify regarding product-based targeting in an online legal notice campaign
- In 2014, Analytics, under Mr. Simmons’ leadership, released the first-class action settlement support site developed under e-commerce best practices.

SPEAKER/EXPERT PANELIST/PRESENTER

Mr. Simmons has presented to panels of judges and lawyers on issues regarding class notice, claims processing, and disbursement:

- Mr. Simmons served as a panelist for the Francis McGovern Conferences on “Distribution of Securities Litigation Settlements: Improving the Process”, at which regulators, judges, custodians, academics, practitioners and claims administrators participated.
- In 2011, Mr. Simmons was a panelist at the Federal Judicial Center’s workshop/meetings regarding class action notice and settlement administration.
- In 2014, Mr. Simmons was invited to be interviewed by the Consumer Financial Protection Bureau as an expert on notice and claims administration in class action litigation as part of their study on arbitration and consumer class litigation waivers

² Mr. Simmons suspended work on his dissertation to acquire and manage Analytics.

- In 2016, Mr. Simmons presented results of research regarding the impact of forms of notice on fund participation rates to the Federal Trade Commission.
- In 2019, Mr. Simmons was the only claims administration expert invited to be a panelist to the Federal Trade Commission's Workshop on Consumers and Class Action Notices, where he spoke regarding the impact of different forms of notice on settlement participation rates and improving response rates to class action notices.
- In 2023, Mr. Simmons was a panelist for the Rabiej Litigation Law Center Bench-Bar Conference regarding Class Action Settlements where he spoke regarding maximizing claims rates in consumer class action settlements.
- In 2023, Mr. Simmons acted as the primary author for the Rabiej Litigation Law Center's Class Action Best Practices.

Mr. Simmons' speaking engagements regarding class notice include:

- *Current Challenges in Claims Administration related to Fraudulent Claims and Artificial Intelligence/Machine Learning*, National Association of Securities and Consume Attorneys (2024)
- *Maximizing Claims Rates in Consumer Class Actions*, Rabiej Litigation Law Center (2023)
- *Technology and Class Action Settlements*, National Association of Securities and Consume Attorneys (2023),
- *Risks and Regulations: Best Practices that Protect Class Member Confidentiality* presented at the HB Litigation Conference on Class Action Mastery in New York City (2018)
- *Recent Developments in Class Action Notice and Claims Administration* presented at Practising Law Institute in New York City (2017)
- *The Beginning and the End of Class Action Lawsuits* presented at Perrin Class Action Litigation Conference in Chicago (2017);
- *Class Action Administration: Data and Technology* presented at Harris Martin Target Data Breach Conference in San Diego (2014);
- *Developments in Legal Notice*, accredited CLE Program, presented at Susman Godfrey in Dallas (2014)
- *Developments in Legal Notice*, accredited CLE Program, presented at Shook Hardy & Bacon, LLP in Kansas City (2013),
- *Developments in Legal Notice*, accredited CLE Program, presented at Halunen & Associates in Minneapolis (2013),
- *Class Actions 101: Best Practices and Potential Pitfalls in Providing Class Notice*, CLE Program, presented by Brian Christensen and Richard Simmons, to the Kansas Bar Association (March 2009).

Mr. Simmons' writings regarding class notice include:

- *Crafting Digital Class Notices That Actually Provide Notice* - Law360.com, New York (March 10, 2016).

JUDICIAL COMMENTS AND LEGAL NOTICE CASES

In evaluating the adequacy and effectiveness of Mr. Simmons' notice campaigns, courts have repeatedly recognized Mr. Simmons' work. The following excerpts provide recent examples of such judicial approval in matters where the primary issue was the provision of class notice.

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

Also, the Plaintiffs certified that notice had been provided in accordance with the Court's preliminary approval order. The notices stated—in clear and easily understandable terms—the key information class members needed to make an informed decision: the nature of the action, the class claims, the definition of the class, the general outline of the settlement, how to elect for a cash payment, how to opt out of the class, how to object to the settlement, the right of class members to secure counsel, and the binding nature of the settlement on class members who do not to opt out.

* * *

In addition, the parties took additional steps to provide notice to class members, including through targeted advertisements on social media. The Court finds that the parties have provided the “best notice that is practicable under the circumstances,” and complied with the requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, and due process.³

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

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

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

On the issue of appropriate notice, the court previously recognized the uniqueness of the class asserted in this case, since it could potentially cover most internet users in the United States. On that ground, the court approved the proposed notice plan involving four media channels: (1) internet-based notice using paid banner ads targeted at potential class

³ Unless otherwise indicated, citations are omitted and emphasis is added.

members (in English and in Spanish on Spanish-language websites); (2) notice via “earned media” or, in other words, through articles in the press; (3) a website decided solely to the settlement (in English and Spanish versions); and (4) a toll-free telephone number where class members can obtain additional information and request a class notice. In addition, the court approved the content and appearance of the class notice and related forms as consistent with Rule 23(c)(2)(B).

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

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

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

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

Settlement class members were provided with notice of the settlement in the manner and form set forth in the settlement agreement. Notice was also provided to pertinent state and federal officials. The notice plan was reasonably calculated to give actual notice to settlement class members of their right to receive benefits from the settlement or to be excluded from the settlement or object to the settlement. The notice plan met the requirements of Rule 23 and due process.

Honorable Robert W. Gettleman, *In re Aftermarket Filters Antitrust Litig.*, No. 1:08-cv-04883, ECF No. 1031 (N.D. Ill. Oct. 25, 2012):

Due and adequate notice of the Settlement was provided to the Class. . . . The manner of giving notice provided in this case fully satisfies the requirements of Federal Rule of Civil Procedure 23 and due process, constitutes the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons entitled thereto. A full and fair opportunity was provided to the members of the Class to be heard regarding the Settlements.

Honorable Marco A. Roldan, *Plubell v. Merck & Co., Inc.*, NO. 04CV235817-01, Final Judgment and Order (Mo. Cir. Ct. Mar. 15, 2013):

Under the circumstances, the notice of this Settlement provided to Class Members in accordance with the Notice Order was the best notice practicable of the proceedings and matters set forth therein, including the proposed Settlement, to all Persons entitled to such notice, and said notice fully satisfied the requirements due process and Missouri law.

Honorable James P. Kleinberg, *Skold v. Intel Corp.*, No. 2005-CV-039231, Order on Motion for Approval (Cal. Super. Ct. Mar. 14, 2013):

The Court finds that Plaintiff's proposed Notice plan has a reasonable chance of reaching a substantial percentage of class members.

Honorable J. Phil Gilbert, *Greenville IL v. Syngenta Crop Prot., Inc.*, No 3:10-cv-00188, ECF No. 325 (S.D. Ill. Oct. 23, 2012):

The Notice provided to the Class fully complied with Rule 23, was the best notice practicable, satisfied all constitutional due process requirements, and provides the Court with jurisdiction over the Class Members.



Practice Area	Engagement	Citation
Antitrust	<i>All Star Carts and Vehicles, Inc., et al. v. BFI Canada Income Fund, et al.</i>	08-CV-1816 (E.D.N.Y.)
	<i>In Re: Aftermarket Filters Antitrust Litigation</i>	No. 1:08-cv-4883, MDL No. 1957 (N.D. Ill.)
	<i>In Re: Aluminum Phosphide Antitrust Litigation</i>	Case No. 93-cv-2452 (D. Kan.)
	<i>In Re: Beef Antitrust Litigation</i>	MDL No. 248 (N.D. Tex.)
	<i>In Re: Bromine Antitrust Litigation</i>	MDL No. 1310 (S.D. Ind.)
	<i>In Re: Corrugated Container Antitrust Litigation</i>	MDL No. 310 (S.D. Tex.)
	<i>In Re: Industrial Silicon Antitrust Litigation</i>	Case No. 95-cv-2104 (W.D. Pa.)
	<i>In Re: Multidistrict Civil Antitrust Actions Involving Antibiotic Drugs</i>	MDL No. 10 (S.D.N.Y.)
	<i>In Re: Workers Compensation Insurance Antitrust Litigation</i>	Case No. 4:85-cv-1166 (D. Minn.)
	<i>Red Eagle Resources Corporation, Inc., et al. v. Baker Hughes Inc., et al.</i>	Case No. 91-cv-627 (S.D. Tex.)
	<i>Rob'n I, Inc., et al. v. Uniform Code Counsel, Inc.</i>	Case No. 03-cv-203796-1 (Spokane County, Wash.)
	<i>Sarah F. Hall d/b/a Travel Specialist, et al. v. United Airlines, Inc., et al.</i>	Case No. 7:00-cv-123-BR(1) (E.D. S.C.)
	<i>U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Goldfinger")</i>	No. CV 09-1731 (C.D. Cal.)
	<i>U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Kum Ventures")</i>	No. CV 09-1731 (C.D. Cal.)
Asset Forfeiture	<i>U.S. v. David Merrick</i>	6:10-cr-109-Orl-35DAB (E.D. Fla)
	<i>U.S. v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.</i>	Case No. 09-cv-01731 (C.D. Cal.)
	<i>United States of America v. \$1,802,651.56 in Funds Seized from E-Bullion, et al.</i>	3:07-cr-119 (W.D.N.Y.)
	<i>United States of America v. Alfredo Susi, et al.</i>	6:10-cr-109-Orl-35DAB
	<i>United States of America v. David Merrick</i>	Case No. 05-cv-058 (D.R.I.)
	<i>United States of America v. Elite Designs, Inc.</i>	Case No. 6:09-cv-1852 (S.D. Fla.)
	<i>United States of America v. Evolution Marketing Group</i>	Case No. 4:09-cr-00013-JHP-1 (N.D. Okla.)
	<i>United States of America v. George David Gordon</i>	No. C09-1770RSM (W.D. Wash.)
	<i>United States of America v. Regenesis Marketing Corporation</i>	(E.D. FL)
	<i>United States of America v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.</i>	Case No. 04-cv-641 (E.D.N.Y.)
	<i>United States of America v. Zev Saltsman</i>	Case No.: 2:20cv02106-CSB-EIL (C.D. Ill.)
	<i>Allen v R.J. Van Drunen & Sons, Inc.</i>	1:20-cv-02213 (N.D. IL)
	<i>Alric Howell v Lakes Venture dba Fresh Thyme Farmers Market</i>	2019CH12910 (Cook County, IL)
	<i>Andrea Jones et al. v Rosebud Restaurants, Inc.</i>	Case No.: 2019L000168 Circuit Court of Dupage County, IL
Biometric Privacy	<i>Angela Karikari v Carnagio Enterprises, Inc.</i>	Case No.: 2021-CH-00811 (Cook County, IL)
	<i>Anthony Rodriguez v Senior Midwest Direct, Inc.</i>	Case No. 2019-L-000098 (Kankakee County, IL)
	<i>Anton Tucker et al. v Momence Packing Co.</i>	Case No.: 1:22cv01966 (N.D. IL)
	<i>Belicia Cruz v The Connor Group, A Real Estate Investment Firm, LLC</i>	Case No. 21CH00000311 (Lake County, IL)
	<i>Biagi v International Services, Inc</i>	Case No.: 2022CH01917 Circuit Court of Cook County, IL
	<i>Brittany Willoughby v Lincoln Insurance Agency, Inc.</i>	Case No.: 19L 1022 Circuit Court of Will County Ill
	<i>Charles Devoe v Ron's Temporary Help Services, Inc. d/b/a Ron's Staffing Services, Inc.</i>	20 L 440 (Will County, IL)
	<i>Charles Hilson v MTIL, Inc.</i>	Case No. 2018-CH-3544 (Cook County, IL)
	<i>Charles Thurman et al. v NorthShore University HealthSystem</i>	2019-CH-03391 (Cook County, IL)
	<i>Christopher Crosby et al. v Courier Express One, Inc.</i>	



Practice Area	Engagement	Citation
	<i>Clifford Like et al. v Professional Freezing Services LLC</i>	2019 CH 04194 (Cook County, IL)
	<i>Danielle Parker v Dabecca Natural Foods, Inc.</i>	2019 CH 1845 (Cook County, IL)
	<i>Darrin Hall v Whiting Corporation</i>	Case No.: 2021L000912 (Will County, IL)
	<i>Deanna Ramirez v Greater Rockford Auto Auction, Inc.</i>	Case No.: 2021-L-48 (Winnebago County, IL)
	<i>Dearlo Terry v Griffith Foods</i>	2019CH12910 (Cook County, IL)
	<i>Diahann Cook v John C. Proctor Endowment d/b/a Proctor Place, JCPE Investments, and JCPE Properties L</i>	Case No. 21L00083 (Peoria County, IL)
	<i>Drape et al. v S.F. Express Corporation</i>	20-L-001094 (DuPage County, IL)
	<i>Eslanda Bertasiute v The Hari Group, Inc.</i>	Case No.: 2020CH07055 Circuit Court of Cook County, IL
	<i>Francesca Graziano et al. v Royal Die and Stamping LLC dba Royal Power Solutions, LLC</i>	2019-L-00169 (DuPage County, IL)
	<i>Gniecki Katarzyna v Columbia Sussex Management</i>	Case No.: 2021CH00677 (Cook County, IL)
	<i>Heard, et al. v. THC – Northshore, Inc.</i>	Case No. 2017-CH-16918 (Cook County, IL)
	<i>Hector Campos v Sonoco Products Company</i>	Case No.: 2021CH01223
	<i>Hubler v Placesmart Agency d/b/a/ Nashville Material & Supply LLC</i>	Case No.: 2021L11 (Washington County, IL)
	<i>Jacob Weeks v Tricon Industries Manufacturing</i>	Case No.: 2021L32 (LaSalle County, IL)
	<i>Jada Marsh v CLS Plasma, Inc.</i>	Case No.: 1:19cv07606 (N.D. IL)
	<i>Javier Vega v Mid-America Taping & Reeling, Inc.</i>	Case No.: 2019CH03776 Circuit Court DuPage County, IL
	<i>Jeremy Webb et al. v Plochman, Inc.</i>	Case No. 2020-L-15 (Kankakee County, IL)
	<i>Jerrold Lane et al. v Schenker, Inc.</i>	3:19-cv-00507 NJR-MAB (S.D. IL)
	<i>Joseph Ross v Caremel, Inc.</i>	2019L000010 (Kankakee County, IL)
	<i>Joshua Eden Mims v Monda Window & Door Corp.</i>	2019 CH 10371 (Cook County, IL)
	<i>Katherine Martinez et al. v Nando's Restaurant Group, Inc.</i>	1:19-cv-07012 (N.D. IL)
	<i>Kimberly Smith v ARG Resources, LLC d/b/a Arby's</i>	Case No. 2019-CH-12528 (Cook County, IL)
	<i>Latonia Williams v Personalizationmall.Com, LLC</i>	Case No.: 1:20cv00025 (N.D. IL)
	<i>Lawrence et al v Atria Management Company, LLC</i>	Case No: 2020-ch-01384 (Cook County, IL)
	<i>Lawrence v Capital Senior Living, Inc.</i>	Case No.: 2021-l-000267 (Dupage County, IL)
	<i>Leen Abusaleem et al. v The Standard Market, LLC</i>	2019L000517 (Dupage County, IL)
	<i>Marcus McCullum v IKO Midwest, Inc.</i>	Case No.: 2020CH05114 (Cook County, IL)
	<i>Maria Tapia-Rendon v United Tape & Finishing Co., Inc</i>	Case No.: 1:21cv03400 (N.D. IL)
	<i>Maurilio Ortega v Rapid Displays, Inc.</i>	Case No.: 2020CH00140 Circuit Court of Cook County, IL (Chancery Division)
	<i>Maysoun Abudayyeh v Envoy Air, Inc.</i>	Case No.: 1:21cv00142 (N.D. IL)
	<i>Melone v General RV Center</i>	Case No.: 21L000405 (Kane County, IL)
	<i>Michael Pfotenhauer v Alfagomma Aurora TF LLC</i>	Case No.: 21L000251 (Kane County, IL)
	<i>Michelle Sedory v Aldi, Inc.</i>	Case No.: 20CH02768 (Cook County, IL) (Chancery Division)
	<i>Mims v Trippe Manufacturing Company, d/b/a Trippe Lite</i>	Case No.: 2019-ch-10189 (Cook County, IL)
	<i>Morales v Graham Packing Plastic Products, LLC</i>	Case No: 2021I000801 (Dupage County, IL)
	<i>Neisha Torres et al. v Eataly Chicago, LLC</i>	2020 CH 6417 (Cook County, IL)
	<i>Olman v U.S.A. Recycling, Inc. d/b/a Pallet Logistics Management, Inc.</i>	Case No.: 21L0737 (St. Clair County, IL)
	<i>Otilia Garcia et al. v Club Colors Buyers LLC</i>	Case No. 2020 L 001330 (Dupage County, IL)



Practice Area	Engagement	Citation
Business	<i>Rafael Vazquez v Pet Food Experts, Inc.</i>	2019 CH 14746 (Cook County, IL)
	<i>Rea v Skolnik Industries, Inc.</i>	Case No.: 2021-ch-00571 (Cook County, IL)
	<i>Ricardo White v Bridgeway of Bensenville Independent Living, LLC</i>	2019 CH 03397 (Cook County, IL)
	<i>Rivera v American Freedom Insurance Co.</i>	Case No. 2020-CH-06596 (Cook County, IL)
	<i>Roach v. Walmart Inc.</i>	Case No. 2019-CH-01107 (Cook County, IL)
	<i>Robert Corey v Wireless Vision, LLC</i>	Case No.: 2020CH1192 (Cook County, IL)
	<i>Rosy Gomez v Resource Management Group, Inc.</i>	Case No.: 2021ch04440 (Cook County, IL)
	<i>Sanchez v Agile Pursuits, Inc. d/b/a Tide Cleaners f/k/a Pressbox LLC</i>	Case No. 2020-CH-02640 Circuit Court of Cook County, IL
	<i>Seyon Haywood v Thyssenkrupp Dynamic Components Danville, LLC</i>	Case No.: 2021L000057 (Vermillion County, IL)
	<i>Shonnette Banks v Meridian Lodging Associates, LLP</i>	Case No.: 1:20cv07030 (N.D. Ill.)
	<i>Stark v Joliet Cold Storage, LLC</i>	Case No.: 191182 (Will County, IL)
	<i>Steven Horn v Method Products</i>	Case No.: 1:21cv05621 (E.D. IL)
	<i>Stiles v. Specialty Promotions, Inc.</i>	Case No. 2020-CH-03776 (Cook County, IL)
	<i>Sykes v. Clearstaff, Inc.</i>	Case No. 19-CH-03390 (Cook Co. IL)
	<i>Tapia-Renton v Employer Solutions Staffing Group II, LLC, et al.</i>	Case No. 21-CV-3400 (N.D. Ill.)
	<i>Tiffanie Snider v Heartland Beef, Inc.</i>	Case No.: 4:20cv04026 (C.D. IL)
	<i>Trayes v Midcon Hospitality Group, LLC et al.</i>	Case No. 19-CH-11117 (Cook County, IL)
	<i>Tylisha Allen v Flanders Corp.</i>	Case No. 2022-LA-000154 (Sangamon County, IL)
	<i>Tyronne L. Helm et al. v Marigold, Inc.</i>	2020-CH-003971 (Cook County, IL)
	<i>Villasenor v Air & Ground Services, Inc.</i>	Case No.: 2021CH5558 (Cook County, IL)
	<i>White v Willow Crest Nursing Pavilion, LTD</i>	Case No: 2021CH04785 (Cook County, IL)
	<i>William Clow v The Sygma Network, Inc.</i>	Case No.: 1:22cv01094-CSB-EIL (C.D. IL)
	<i>American Golf Schools, LLC, et al. v. EFS National Bank, et al.</i>	Case No. 00-cv-005208 (D. Tenn.)
	<i>AVR, Inc. and Amidon Graphics v. Churchill Truck Lines</i>	Case No. 4:96-cv-401 (D. Minn.)
	<i>Buchanan v. Discovery Health Records Solutions</i>	Case No. 13-015968-CA 25 (Miami Dade County)
	<i>Do Right's Plant Growers, et al. v. RSM EquiCo, Inc., et al.</i>	Case No. 06-CC-00137 (Orange County, Cal.)
	<i>F.T.C. v. Ameritel Payphone Distributors</i>	Case No. 00-cv-514 (S.D. Fla.)
	<i>F.T.C. v. Cephalon</i>	Case No. 08-cv-2141 (E.D. Pa.)
	<i>F.T.C. v. Datacom Marketing, Inc.</i>	Case No. 06-cv-2574 (N.D. Ill.)
	<i>F.T.C. v. Davison & Associates, Inc.</i>	Case No. 97-cv-01278 (W.D. Pa.)
	<i>F.T.C. v. Fidelity ATM, Inc.</i>	Case No. 06-cv-81101 (S.D. Fla.)
	<i>F.T.C. v. Financial Resources Unlimited, Inc.</i>	Case No. 03-cv-8864 (N.D. Ill.)
	<i>F.T.C. v. First American Payment Processing Inc.</i>	Case No. 04-cv-0074 (D. Ariz.)
	<i>F.T.C. v. Group C Marketing, Inc.</i>	Case No. 06-cv-6019 (C.D. Cal.)
	<i>F.T.C. v. Jordan Ashley, Inc.</i>	Case No. 09-cv-23507 (S.D. Fla.)
	<i>F.T.C. v. Medical Billers Network, Inc.</i>	Case No. 05-cv-2014 (S.D.N.Y.)
	<i>F.T.C. v. Minuteman Press Int'l</i>	Case No. 93-cv-2496 (E.D.N.Y.)
	<i>F.T.C. v. Netfran Development Corp</i>	Case No. 05-cv-22223 (S.D. Fla.)



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Civil Rights	<i>F.T.C. v. USA Beverages, Inc.</i>	Case No. 05-cv-61682 (S.D. Fla.)
	<i>Garcia, et al. v. Allergan, Inc.</i>	11-CV-9811 (C.D. Cal.)
	<i>Gerald Young et al. v. HealthPort Technologies, LLC, et al.</i>	Case No. LACL130175 (Polk County, IA)
	<i>Goldberg et al. v. HealthPort Inc. et al.</i>	Case No L-1421-14 (Essex County, NJ)
	<i>In Re Google AdWords Litigation</i>	No. 5:08-cv-03369-EJD (N.D. Cal.)
	<i>In re Syngenta Ag Mir 162 Corn Litigation</i>	Case No 2:14-md-2591-JWL-JPO (D. Kan.)
	<i>Law Offices of Henry E. Gare, P.A., et al. v. Healthport Technologies, LLC</i>	No. 16-2011-CA-010202 (Duval County, FL)
	<i>Melby et al. v. America's MHT, Inc., et al.</i>	Case No. 3:17-CV-155-M (N.D. Texas)
	<i>Number Queen, Ltd. et al. v. Redgear Technologies, Inc. et al.</i>	Case No. 14-0064 (W.D. Mo.)
	<i>Physicians of Winter Haven LLC v. STERIS Corp.</i>	Case No. 1:10-cv-00264 (N.D. Ohio)
	<i>Richard P. Console, JR., P.C. v. Medical Records Online Inc.</i>	Docket No. CAM-L-2133-18 (Camden County, NJ)
	<i>Sue Ramirez et al. v. Smart Professional Photocopy Corporation</i>	No. 01-L-385 (Peoria County, IL)
	<i>Terry Bishop v DeLaval, Inc.</i>	Case No.: 5/19cv06129 (W.D. MO)
	<i>Todd Tompkins, Doug Daug and Timothy Nelson v. BASF Corporation, et al.</i>	Case No. 96-cv-59 (D.N.D.)
	<i>Waxler Transportation Company, Inc. v. Trinity Marine Products, Inc., et al.</i>	Case No. 08-cv-01363 (E.D. La.)
	<i>Bentley v. Sheriff of Essex County</i>	Case No. 11-01907 (Essex County, MA)
	<i>Cazenave, et al. v. Sheriff Charles C. Foti, Jr., et al.</i>	Case No. 00-cv-1246 (E.D. La.)
	<i>Garcia, et al v. Metro Gang Strike Force, et al.</i>	Case No. 09-cv-01996 (D. Minn.)
	<i>Gregory Garvey, Sr., et al. v. Frederick B. MacDonald & Forbes Byron</i>	3:07-cv-30049 (S.D. Mass.)
	<i>McCain, et al. v. Bloomberg, et al.</i>	Case No. 41023/83 (New York)
	<i>Minich, et al. v Spencer, et al.</i>	Civil Action No. 1584cv00278 (Suffolk Superior Court, Mass.)
	<i>Nancy Zamarron, et al. v. City of Siloam Springs, et al.</i>	Case No. 08-cv-5166 (W.D. Ark.)
	<i>Nathan Tyler, et al. v. Suffolk County, et al.</i>	Case No. 1:06-cv-11354 (S.D. Mass.)
	<i>Nilsen v. York County</i>	Case No. 02-cv-212 (D. Me.)
	<i>Richard S. Souza et al. v. Sheriff Thomas M. Hodgson</i>	2002-0870 BRCV (Superior Ct., Mass.)
	<i>Taha v. County of Bucks</i>	Case No. 12-6867 (E.D. Pa.)
Consumer	<i>Travis Brecher, et al. v. St. Croix County, Wisconsin, et al.</i>	Case No. 02-cv-0450-C (W.D. Wisc.)
	<i>Tyrone Johnson et al. v CoreCivic et al.</i>	2:20-cv-01309 RFB-NJK (D. NV)
	<i>Adam Berkson, et al. v. Gogo LLC and Gogo Inc.,</i>	Case No. 1:14-cv-01199-JBW-LB (S.D.N.Y.)
	<i>Alimi v Integrity Management Group, LLC et al.</i>	Case No.: 2021-CH-03274 (Cook County, IL)
	<i>Andrew J. Hudak, et al. v. United Companies Lending Corporation</i>	Case No. 334659 (Cuyahoga County, Ohio)
	<i>Angela Doss, et al. v. Glenn Daniels Corporation</i>	Case No. 02-cv-0787 (E.D. Ill.)
	<i>Angell v. Skechers Canada</i>	8562-12 (Montreal, Quebec)
	<i>Ann McCracken et al. v Verisma Systems, Inc.</i>	6:14-cv-06248 (W.D. N.Y.)
	<i>Anthony Talalai, et al. v. Cooper Tire & Rubber Company</i>	Case No. L-008830-00-MT (Middlesex County, NJ)
	<i>Ballard, et al. v. A A Check Cashiers, Inc., et al.</i>	Case No. 01-cv-351 (Washingotn County, Ark.)
	<i>Belinda Peterson, et al. v. H & R Block Tax Services, Inc.</i>	Case No. 95-CH-2389 (Cook County, Ill.)
	<i>Boland v. Consolidated Multiple Listing Service, Inc.</i>	Case No. 3:19-cv-01335-SB (D.S.C.)



Practice Area	Engagement	Citation
	<i>Braulio M. Cuesta, et al. v. Ford Motor Company, Inc., and Williams Controls, Inc.</i>	CIV-06-61-S (E.D. Okla.)
	<i>Caprarola, et al. v. Helxberg Diamond Shops, Inc.</i>	Case No. 13-06493 (N.D. Ill.)
	<i>Carideo et al. v. Dell, Inc.</i>	Case No. 06-cv-1772 (W.D. Wash.)
	<i>Carnegie v. Household International, Inc.</i>	No. 98-C-2178 (N.D. Ill.)
	<i>Che Clark v. JPMorgan Chase Bank, N.A., et al.</i>	Case No. 0:17-cv-01069 (D. Minn.)
	<i>Christine Gambino et al. v CIOX Health, LLC</i>	2015-CA-006038-B (District of Columbia)
	<i>Clair Loewy v. Live Nation Worldwide Inc.</i>	Case No. 11-cv-04872 (N.D. Ill.)
	<i>Conradie v. Caliber Home Loans</i>	Case No. 4:14-cv-00430 (S.D. Iowa)
	<i>Consumer Financial Protection Bureau v. Corinthian Colleges, Inc.</i>	Case No. 1:14-cv-07194 (N.D. Ill.)
	<i>Consumer Financial Protection Bureau v. Park View Law</i>	Case No. 2:17-cv-04721 (N.D. Cal.)
	<i>Consumer Financial Protection Bureau v. Prime Credit, L.L.C., et al.</i>	Case No. 2:17-cv-04720 (N.D. Cal.)
	<i>Consumer Financial Protection Bureau v. Prime Marketing Holdings</i>	Case No. 2:16-cv-07111 (C.D. Cal.)
	<i>Consumer Financial Protection Bureau v. Prime Marketing Holdings</i>	1:15-cv-23070-MGC (S.D. Fl)
	<i>Consumer Financial Protection Bureau v. Security National Automotive Acceptance</i>	Civil Action No. 1 :15-cv-401 (S.D. Ohio)
	<i>Covey, et al. v. American Safety Council, Inc.</i>	2010-CA-009781-0 (Orange County, FL)
	<i>Cummins, et al. v. H&R Block, et al.</i>	Case No. 03-C-134 (Kanawha County, W.V.)
	<i>David and Laurie Seeger, et al. v. Global Fitness Holdings, LLC</i>	No. 09-CI-3094, (Boone Circuit Court, Boone County, Ky.)
	<i>Don C. Lundell, et al. v. Dell, Inc.</i>	Case No. 05-cv-03970 (N.D. Cal.)
	<i>Duffy v. Security Pacific Automotive Financial Services Corp., et al.</i>	Case No. 3:93-cv-00729 (S.D. Cal.)
	<i>Edward Hawley, et al. v. American Pioneer Title Insurance Company</i>	No. CA CE 03-016234 (Broward County, Fla.)
	<i>Evans, et al. v. Linden Research, Inc., et al.</i>	Case No. 4:11-cv-1078-DMR (N.D. Cal.)
	<i>F.T.C. and The People of the State of New York v. UrbanQ</i>	Case No. 03-cv-33147 (E.D.N.Y.)
	<i>F.T.C. v A1 DocPrep Inc. et.al.</i>	Case No. 2:17-cv-07044 SJO-JC (C.D. CA)
	<i>F.T.C. v First Universal Lending, LLC et al.</i>	Case No. 9:09-cv-82322 ZLOCH (S.D. FL)
	<i>F.T.C. v Student Debt Doctor, LLC et al.</i>	Case No. 17-cv-61937 WPD (S.D. FL)
	<i>F.T.C. v. 1st Beneficial Credit Services LLC</i>	Case No. 02-cv-1591 (N.D. Ohio)
	<i>F.T.C. v. 9094-5114 Quebec, Inc.</i>	Case No. 03-cv-7486 (N.D. Ill.)
	<i>F.T.C. v. Ace Group, Inc.</i>	Case No. 08-cv-61686 (S.D. Fla.)
	<i>F.T.C. v. Affordable Media LLC</i>	Case No. 98-cv-669 (D. Nev.)
	<i>F.T.C. v. AmeraPress, Inc.</i>	Case No. 98-cv-0143 (N.D. Tex.)
	<i>F.T.C. v. American Bartending Institute, Inc., et al.</i>	Case No. 05-cv-5261 (C.D. Cal.)
	<i>F.T.C. v. American International Travel Services Inc.</i>	Case No. 99-cv-6943 (S.D. Fla.)
	<i>F.T.C. v. Asset & Capital Management Group</i>	Case No. 8:13-cv-1107 (C.D. Cal.)
	<i>F.T.C. v. Bigsmat.com, L.L.C., et al.</i>	Case No. 01-cv-466 (D. Ariz.)
	<i>F.T.C. v. Broadway Global Master Inc</i>	Case No. 2-cv-00855 (E.D. Cal.)
	<i>F.T.C. v. Call Center Express Corp.</i>	Case No. 04-cv-22289 (S.D. Fla.)
	<i>F.T.C. v. Capital Acquistions and Management Corp.</i>	Case No. 04-cv-50147 (N.D. Ill.)
	<i>F.T.C. v. Capital City Mortgage Corp.</i>	Case No. 98-cv-00237 (D.D.C.)



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	<i>F.T.C. v. Centro Natural Corp</i>	Case No. 14:23879 (S.D. Fla.)
	<i>F.T.C. v. Certified Merchant Services, Ltd., et al.</i>	Case No. 4:02-cv-44 (E.D. Tex.)
	<i>F.T.C. v. Check Inforcement</i>	Case No. 03-cv-2115 (D.N.J.)
	<i>F.T.C. v. Chierico et al.</i>	Case No. 96-cv-1754 (S.D. Fla.)
	<i>F.T.C. v. Clickformail.com, Inc.</i>	Case No. 03-cv-3033 (N.D. Ill.)
	<i>F.T.C. v. Consumer Credit Services</i>	Case No. 96-cv-1990 (S.D. N.Y.)
	<i>F.T.C. v. Consumer Direct Enterprises, LLC.</i>	Case No. 07-cv-479 (D. Nev.)
	<i>F.T.C. v. Debt Management Foundation Services, Inc.</i>	Case No. 04-cv-1674 (M.D. Fla.)
	<i>F.T.C. v. Delaware Solutions</i>	Case No. 1:15-cv-00875-RJA (W.D.N.Y)
	<i>F.T.C. v. DeVry Education Group Inc.</i>	Case No. 2:16-cv-579 (C.D. Cal.)
	<i>F.T.C. v. Digital Enterprises, Inc.</i>	Case No. 06-cv-4923 (C.D. Cal.)
	<i>F.T.C. v. Dillon Sherif</i>	Case No. 02-cv-00294 (W.D. Wash.)
	<i>F.T.C. v. Discovery Rental, Inc., et al.</i>	Case No: 6:00-cv-1057 (M.D. of Fla.)
	<i>F.T.C. v. EdebitPay, LLC.</i>	Case No. 07-cv-4880 (C.D. Cal.)
	<i>F.T.C. v. Electronic Financial Group, Inc.</i>	Case No. 03-cv-211 (W.D. Tex.)
	<i>F.T.C. v. Eureka Solutions</i>	Case No. 97-cv-1280 (W.D. Pa.)
	<i>F.T.C. v. Federal Data Services, Inc., et al.</i>	Case No. 00-cv-6462 (S.D. Fla.)
	<i>F.T.C. v. Financial Advisors & Associates, Inc.</i>	Case No. 08-cv-00907 (M.D. Fla.)
	<i>F.T.C. v. First Alliance Mortgage Co.</i>	Case No. 00-cv-964 (C.D. Cal.)
	<i>F.T.C. v. First Capital Consumer Membership Services Inc., et al.</i>	Case No. 1:00-cv-00905 (W.D.N.Y.)
	<i>F.T.C. v. First Capital Consumers Group, et al.</i>	Case No. 02-cv-7456 (N.D. Ill.)
	<i>F.T.C. v. Franklin Credit Services, Inc.</i>	Case No. 98-cv-7375 (S.D. Fla.)
	<i>F.T.C. v. Global Web Solutions, Inc., d/b/a USA Immigration Services, et al.</i>	Case No. 03-cv-023031 (D. D.C.)
	<i>F.T.C. v. Granite Mortgage, LLC</i>	Case No. 99-cv-289 (E.D. Ky.)
	<i>F.T.C. v. Herbalife International of America</i>	Case No. 2:16-cv-05217 (C.D. Cal.)
	<i>F.T.C. v. ICR Services, Inc.</i>	Case No. 03-cv-5532 (N.D. Ill.)
	<i>F.T.C. v. iMall, Inc. et al.</i>	Case No. 99-cv-03650 (C.D. Cal.)
	<i>F.T.C. v. Inbound Call Experts, LLC</i>	Case No. 9:14-cv-81395-KAM (S.D. Fla.)
	<i>F.T.C. v. Information Management Forum, Inc.</i>	Case No. 2-cv-00986 (M.D. Fla.)
	<i>F.T.C. v. Ira Smolev, et al.</i>	Case No. 01-cv-8922 (S.D. Fla.)
	<i>F.T.C. v. Jeffrey L. Landers</i>	Case No. 00-cv-1582 (N.D. Ga.)
	<i>F.T.C. v. Jewelway International, Inc.</i>	Case No. 97-cv-383 (D. Ariz.)
	<i>F.T.C. v. Kevin Trudeau</i>	Case No. 98-cv-0168 (N.D. Ill.)
	<i>F.T.C. v. Komaco International, Inc., et al.</i>	Case No. 02-cv-04566 (C.D. Cal.)
	<i>F.T.C. v. LAP Financial Services, Inc.</i>	Case No. 3:99-cv-496 (W.D. Ky.)
	<i>F.T.C. v. Lumos Labs, Inc.</i>	Case No. 3:16-cv-00001 (N.D. Cal.)
	<i>F.T.C. v. Marketing & Vending, Inc. Concepts, L.L.C., et al.</i>	Case No. 00-cv-1131 (S.D.N.Y.)
	<i>F.T.C. v. Mercantile Mortgage</i>	Case No. 02-cv-5078 (N.D. Ill.)



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	<i>F.T.C. v. Merchant Services Direct, LLC</i>	Case No. 2:13-cv-00279 (E. D. Wa.)
	<i>F.T.C. v. Meridian Capital Management</i>	Case No. 96-cv-63 (D. Nev.)
	<i>F.T.C. v. NAGG Secured Investments</i>	Case No. 00-cv-02080 (W.D. Wash.)
	<i>F.T.C. v. National Consumer Council, Inc., et al.</i>	Case No. 04-cv-0474 (C.D. Cal.)
	<i>F.T.C. v. National Credit Management Group</i>	Case No. 98-cv-936 (D.N.J.)
	<i>F.T.C. v. National Supply & Data Distribution Services</i>	Case No. 99-cv-128-28 (C.D. Cal.)
	<i>F.T.C. v. Nationwide Information Services, Inc.</i>	Case No. 00-cv-06505 (C.D. Cal.)
	<i>F.T.C. v. NBTY, Inc.</i>	No. 05-4793 (E.D.N.Y.)
	<i>F.T.C. v. NetSpend</i>	Case No. 1:16-cv-04203-AT (N.D. Ga.)
	<i>F.T.C. v. NutriMost LLC</i>	Case No. 2:17-cv-00509-NBF (W.D. Pa.)
	<i>F.T.C. v. One Technologies, LP</i>	Case No. 3:14-cv-05066 (N.D. Cal.)
	<i>F.T.C. v. Oro Marketing</i>	Case No. 2:13-CV-08843 (C.D. Cal.)
	<i>F.T.C. v. Pace Corporation</i>	Case No. 94-cv-3625 (N.D. Ill.)
	<i>F.T.C. v. Paradise Palms Vacation Club</i>	Case No. 81-1160D (W.D. Wash.)
	<i>F.T.C. v. Patrick Cella, et al.</i>	Case No. 03-cv-3202 (C.D. Cal.)
	<i>F.T.C. v. Platinum Universal, LLC</i>	Case No. 03-cv-61987 (S. D. Fla.)
	<i>F.T.C. v. Raymond Urso</i>	Case No. 97-cv-2680 (S.D. Fla.)
	<i>F.T.C. v. Rincon Management Services, LLC</i>	Case No. 5:11-cv-01623-VAP-SP (C.D. Cal.)
	<i>F.T.C. v. Robert S. Dolgin</i>	Case No. 97-cv-0833 (N.D. Cal.)
	<i>F.T.C. v. Southern Maintenance Supplies</i>	Case No. 99-cv-0975 (N.D. Ill.)
	<i>F.T.C. v. Star Publishing Group, Inc.</i>	Case No. 00-cv-023D (D. Wy.)
	<i>F.T.C. v. Stratford Career Institute</i>	Case No. 1:16-cv-00371 (N.D. Ohio)
	<i>F.T.C. v. Stuffingforcash.com Corp.</i>	Case No. 02-cv-5022 (N.D. Ill.)
	<i>F.T.C. v. Target Vending Systems, L.L.C., et al.</i>	Case No. 00-cv-0955 (S.D.N.Y.)
	<i>F.T.C. v. The College Advantage, Inc.</i>	Case No. 03-cv-179 (E.D. Tex.)
	<i>F.T.C. v. The Crescent Publishing Group, Inc., et al.</i>	Case No. 00-cv-6315 (S.D.N.Y.)
	<i>F.T.C. v. The Tax Club</i>	Case No. 13-cv-210 (JMF) (S.D.N.Y.)
	<i>F.T.C. v. The Tungsten Group, Inc.</i>	Case No. 01-cv-773 (E.D. Va.)
	<i>F.T.C. v. Think Achievement Corp.</i>	Case No. 2:98-cv-12 (N.D. Ind.)
	<i>F.T.C. v. Think All Publishing</i>	Case No. 07-cv-11 (E.D. Tex.)
	<i>F.T.C. v. Tracfone</i>	Case No. 3:15-cv-00392 (N.D. Cal.)
	<i>F.T.C. v. Trustsoft, Inc.</i>	Case No. 05-cv-1905 (S.D. Tex.)
	<i>F.T.C. v. Unicyber Gilboard, Inc.</i>	Case No. 04-cv-1569 (C.D. Cal.)
	<i>F.T.C. v. US Grant Resources, LLC.</i>	Case No. 04-cv-0596 (E.D. La.)
	<i>F.T.C. v. Verity International, Ltd., et al.</i>	Case No. 00-cv-7422-LAK (S.D.N.Y.)
	<i>F.T.C. v. Wellquest International, Inc.</i>	Case No. 2:03-cv-05002 (C.D. Cal.)
	<i>F.T.C. v. Wolf Group</i>	Case No. 94-cv-8119 (S.D. Fla.)
	<i>Federal Trade Commission v Nutraclick, LLC</i>	Case No.: 2:20cv08612 (C.D. CA)



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	<i>Fernando N. Lopez and Mallory Lopez, et al. v. City Of Weston</i>	Case No. 99-8958 CACE 07 (FL 17th Jud Dist)
	<i>Fiori, et al. v. Dell Inc., et al.</i>	Case No. 09-cv-01518 (N.D. Cal.)
	<i>FMS, Inc. v. Dell, Inc. et al.,</i>	Case No. 03-2-23781-7SEA (King County, Wash.)
	<i>Frederick v Manor Care of Hemet CA, LLC</i>	MCC2000202 (Riverside County, CA)
	<i>FTC v 9140-9201 Quebec Inc. dba Premium Business Pages, Inc.</i>	1:18-cv-04115 (E.D. IL)
	<i>FTC v Elite IT Partners, Inc.</i>	2:19-cv-00125 (D. UT)
	<i>FTC v Fat Giraffe Marketing Group LLC</i>	2:19-cv-00063 CW (C.D. Utah)
	<i>FTC v Grand Teton Professionals, LLC et al.</i>	3:19-cv-00933 VAB (D. CT)
	<i>FTC v Manhattan Beach Venture LLC</i>	Case No. 2:19cv7849 (C.D. CA)
	<i>FTC v Physician's Technology, LLC</i>	2:20-cv-11694 NGE-RSW (E.D. MI)
	<i>FTC v Renaissance Health Publishing, LLC dba Renown Health Products</i>	9:20-cv-80640 DMM (S.D. FL)
	<i>FTC v Slac, Inc.</i>	5:20-cv-00470 (C.D. CA)
	<i>FTC v Zycal Bioceticals Healthcare Company, Inc.</i>	1:20-cv-10249 (D. MA)
	<i>Galatis, et al. v. Psak, Graziano Piasecki & Whitelaw, et. al.</i>	No. L-005900-04 (Middlesex County, NJ)
	<i>Garcia v. Allergan</i>	11-cv-9811 (C.D. Cal.)
	<i>Gloria Lopez et al. v Progressive County Mutual Insurance Company</i>	5:19-cv-00380 FB-ESC (W.D. TX)
	<i>Grabowski v. Skechers U.S.A., Inc.</i>	No. 3:12-cv-00204 (W.D. Ky.)
	<i>Greg Benney, et al. v. Sprint International Communications Corp. et al.</i>	Case No. 02-cv-1422 (Wyandotte County, KS)
	<i>Griffin v. Dell Canada Inc</i>	Case No. 07-cv-325223D2 (Ontario, Superio Court of Justice)
	<i>Haas and Shahbazi vs. Navient Solutions and Navient Credit Finance Corporation</i>	Case No. 15-35586 (DRJ) (S.D. Texas)
	<i>Harris, et al. v. Roto-Rooter Services Company</i>	Case No. 00-L-525 (Madison County, IL)
	<i>Harrison, et al. v. Pacific Bay Properties</i>	No. BC285320 (Los Angeles County, CA)
	<i>Henderson, et al. V. Volvo Cars of North America, LLC, et al.</i>	09-04146 (D.N.J.)
	<i>In re H&R Block IRS Form 8863 Litigation</i>	Case No. 4:13-MD-02474-FJG. (W.D. MO)
	<i>In Re: Bancomer Transfer Services Mexico Money Transfer Litigation</i>	BC238061, BC239611(Los Angeles County, CA)
	<i>In Re: Certainteed Fiber Cement Siding Litigation</i>	MDL 2270 (E.D. PA)
	<i>In Re: H&R Block Express IRA Marketing Litigation</i>	Case No. 06-md-01786 (W.D. Mo.)
	<i>In Re: High Carbon Concrete Litigation</i>	Case No. 97-cv-20657 (D. Minn.)
	<i>In Re: High Sulfur Content Gasoline Products Liability Litigation</i>	MDL No. 1632 (E.D. La.)
	<i>In Re: Ria Telecommunications and Afex Mexico Money Transfer Litigation</i>	Case No. 99-cv-0759 (San Louis Obispo, Cal.)
	<i>In Re: Salmonella Litigation</i>	Case No. 94-cv-016304 (D. Minn.)
	<i>In the Matter of Kushly Industries LLC</i>	FTC File No.: 202-3111
	<i>Janet Figueroa, et al. v. Fidelity National Title Insurance Company</i>	Case No. 04-cv-0898 (Miami Dade County, Fla.)
	<i>Jerome H. Schlink v. Edina Realty Title</i>	Case No. 02-cv-18380 (D. Minn.)
	<i>Joel E. Zawikowski, et al. v. Beneficial National Bank, et al.</i>	Case No. 98-cv-2178 (N.D. Ill.)
	<i>John Babb, et al. v. Wilsonart International, Inc.</i>	Case No. CT-001818-04 (Memphis, Tenn.)
	<i>John Colin Suttles, et al. v. Specialty Graphics, Inc.,</i>	Case No. 14-505 (W.D. TX)
	<i>Kenneth Toner, et al. v. Cadet Manufacturing Company</i>	Case No. 98-2-10876-2SEA (King County, Wash.)



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	<i>Kiefer, et al. v. Ceridian Corporation, et al.</i>	Case No. 3:95-cv-818 (D. Minn.)
	<i>Kim Schroll et al. v Lakewood Residential Care LLC dba Lakewood Park Manor</i>	18STCV29819 (Los Angeles County, CA)
	<i>Kobylanski et al. v. Motorola Mobility, Inc. et al.</i>	No. 13-CV-1181 (W.D. Pa.)
	<i>Lisa Ranieri et al.v AdvoCare International, L.P.</i>	Case No. 3:17-cv-00691 B (N.D. TX)
	<i>Long et al v. Americredit Financial Services, Inc.</i>	0:2011-02752 (Hennepin County, MN)
	<i>Louis Thula, et al. v. Lawyers Title Insurance Corporation</i>	Case No. 0405324-11 (Broward County, Fla.)
	<i>Lynn Henderson, et al. v. Volvo Cars of North America, LLC, et al.</i>	No. 2:09-cv-04146-CCC-JAD (D.N.J.)
	<i>Lynnette Lijewski, et al. v. Regional Transit Board, et al.</i>	Case No. 4:93-cv-1108 (D. Minn.)
	<i>Mark Laughman, et al. v. Wells Fargo Leasing Corp. et al.</i>	Case No. 96-cv-0925 (N.D. Ill.)
	<i>Mark Parisot et al v. US Title Guaranty Company</i>	Case No. 0822-cc-09381 (St. Louis Circuit Court, Mo.)
	<i>Mark R. Lund v. Universal Title Company</i>	Case No. 05-cv-00411 (D. Minn.)
	<i>Marks, et al. v. The Realty Associates Fund X, et al.</i>	CA No. SUCV2018-00056-BLS1 (Suffolk County, MA)
	<i>Melissa Castille Dodge, et al. v. Phillips College of New Orleans, Inc., et al.</i>	Case No. 95-cv-2302 (E.D. La.)
	<i>Michael Drogin, et al. v. General Electric Capital Auto Financial Services, Inc.</i>	Case No. 95-cv-112141 (S.D.N.Y.)
	<i>Michael Sutton v. DCH Auto Group, et al.</i>	(Essex County, NJ)
	<i>Michael T. Pierce et al. v. General Electric Capital Auto Lease</i>	CV 93-0529101 S
	<i>Mitchem, et al v. Illinois Collection Service, Inc.</i>	Case No. 09-cv-7274 (N.D. Ill.)
	<i>Northcoast Financial Services v. Marcia Webster</i>	2004 CVF 18651 (Cuyahoga County, OH)
	<i>Olivia Savarino et al. v Lincoln Property Co.</i>	14-1122C (Essex County, MA)
	<i>Oubre v. Louisiana Citizens Fair Plan</i>	No. 625-567 (Jefferson Parish, LA)
	<i>Patricia Faircloth, et a. v. Certified Finance, Inc., et al.</i>	Case No. 99-cv-3097 (E.D. La.)
	<i>Pistilli v. Life Time Fitness, Inc.</i>	Case No. 07-cv-2300 (D. Minn.)
	<i>Rawlis Leslie, et al. v. The St. Joe Paper Company</i>	Case No. 03-368CA (Gulf County, Fla.)
	<i>Regayla Loveless, et al. v. National Cash, Inc, et al.</i>	Case No. 2001-cv-892-2 (Benton County, Ark.)
	<i>Ricci, et al., v. Ameriquest Mortgage Co.</i>	Case No. 27-cv-05-2546 (D. Minn.)
	<i>Ronnie Haese, et al. v. H&R Block, et al.</i>	Case No. 96-cv-423 (Kleberg County, Tex.)
	<i>Sandra Arnt, et al. v. Bank of America, N.A.</i>	No. 27-cv-12-12279 (Hennepin County, MN)
	<i>Sara Khaliki, et al. v. Helzberg Diamond Shops, Inc.</i>	4:11-cv-00010 (W.D. Mo.)
	<i>Shepherd, et al. v. Volvo Finance North America, Inc., et al.</i>	Case No. 1:93-cv-971 (D. Ga.)
	<i>Skusenas v. Linebarger, Goggan, Blair & Sampson, LLC.</i>	Case No. 1:10-cv-8119 (N.D. Ill.)
	<i>Smith v. NRT Settlement Services of Missouri, LLC</i>	Case No. 06-cv-004039 (St. Louis County, MO)
	<i>Terrell Ervin v. Nokia Inc. et al.</i>	Case No. 01-L-150 (St. Clair County, Ill.)
	<i>The People of the State of California v. Rainbow Light Nutritional Systems, LLC, et al.</i>	Case No. 19STCV28214 (Los Angeles County, CA)
	<i>Theresa Boschee v. Burnet Title, Inc.</i>	Case No. 03-cv-016986 (D. Minn.)
	<i>Thomas Geanacopoulos v. Philip Morris USA, Inc.</i>	Civil Action No. 98-6002-BLS1 (MA Superior Court)
	<i>Thomas Losgar, et al. v. Freehold Chevrolet, Inc., et al.</i>	Case No. L-3145-02 (Monmouth County, NJ)
	<i>Tiffany Ellis, et al. v. General Motors LLC</i>	Case No. 2:16-cv-11747 (E.D. Mich.)
	<i>Tom Lundberg, et al. v. Sprint Corporation, et al.</i>	Case No. 02-cv-4551 (Wyandotte County, Kan.)



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CryptoCurrency	<i>Truc-way, Inc., et al. v. General Electric Credit Auto Leasing</i>	Case No. 92-CH-08962 (Cook County, Ill.)
	<i>Trudy Latman, et al. vs. Costa Cruise Lines, N.V., et al</i>	Case No. 96-cv-8076 (Dade County, Fla.)
	<i>U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Goldfinger")</i>	No. CV 09-1731 (C.D. Cal.)
	<i>U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Kum Ventures")</i>	No. CV 09-1731 (C.D. Cal.)
	<i>U.S. v. David Merrick</i>	6:10-cr-109-Orl-35DAB
	<i>U.S. v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.</i>	(E.D. Fla)
	<i>United States of America v. Alfredo Susi, et al.</i>	3:07-cr-119 (W.D.N.Y.)
	<i>United States of America v. David Merrick</i>	6:10-cr-109-Orl-35DAB
	<i>United States of America v. Elite Designs, Inc.</i>	Case No. 05-cv-058 (D. R.I.)
	<i>United States of America v. Evolution Marketing Group</i>	Case No. 6:09-cv-1852 (S.D. Fla.)
	<i>United States of America v. Regenesis Marketing Corporation</i>	No. C09-1770RSM (W.D. Wash.)
	<i>United States of America v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.</i>	(E.D. Fla.)
	<i>Vicente Arriaga, et al. v. Columbia Mortgage & Funding Corp, et al.</i>	Case No. 01-cv-2509 (N.D. Ill.)
	<i>Vittorio Blaylock v LVNV Funding LLC, et al.</i>	Case No. 13-L-562 (St. Clair County, IL)
Data Breach	<i>William R. Richardson, et al., v. Credit Depot Corporation of Ohio, et al.</i>	Case No. 315343 (Cuyahoga County, Ohio)
	<i>Zyburo v. NCSPlus Inc.</i>	Case No. 12-cv-06677 (S.D.N.Y.)
	<i>In the Matter of ShipChain, Inc.</i>	SEC Admin. Proc. AP No. 3-20185
	<i>U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Goldfinger")</i>	No. CV 09-1731 (C.D. Cal.)
	<i>U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Kum Ventures")</i>	No. CV 09-1731 (C.D. Cal.)
Data Breach/Privacy	<i>United States of America v. \$1,802,651.56 in Funds Seized from E-Bullion, et al.</i>	Case No. 09-cv-01731 (C.D. Cal.)
	<i>F.T.C. v. Choicepoint</i>	Case No. 06-cv-0198 (N.D. Ga.)
	<i>First Choice Federal Credit Union v. The Wendy's Company</i>	Case No. 2:16-cv-00506-NBF-MPK (W.D. Pa.)
	<i>In Re Equifax, Inc. Customer Data Security Breach Litigation</i>	1:17-md-2800 TWT (N.D. GA)
	<i>In Re Hudson's Bay Company Data Security Incident Consumer Litigation</i>	Case No. 1:18-cv-08472 PKC (S.D. N.Y.)
Discrimination	<i>Mitchell Lautman v American Bank Systems, Inc.</i>	Case No.: 2:20cv1959 (W.D. PA)
	<i>Sterling et al. v. Strategic Forecasting, Inc. et al.</i>	No. 2:12-cv-00297-DRH-ARL (E.D.N.Y.)
	<i>Veridian Credit Union v. Eddie Bauer LLC</i>	No. 2:17-cv-00356 (W.D. Wash.)
	<i>Village Bank et al. v Caribou Coffee Company, Inc.</i>	0:19-cv-01640 (D. MN)
	<i>Anderson, et al. v. United Retail Group, Inc., et al.</i>	Case No. 37-cv-89685 (San Diego County, Cal.)
Elder Abuse	<i>Baby Doe v Ann & Robert H. Lurie Children's Hospital of Chicago</i>	Case No.: 2020CH04123 Circuit Court Cook County IL (Chancery Division)
	<i>F.T.C. v. CEO Group, Inc.</i>	Case No. 06-cv-60602 (S.D. Fla.)
	<i>In Re: U.S. Bank National Association Litigation</i>	Case No. 99-cv-891 (D. Minn.)
Employment	<i>Chicago Teachers Union, Local.1, v Board of Education of the City of Chicago</i>	Case No.: 1:12cv01311 (N.D. Ill.)
	<i>Blaine Johnson v Napaience Opco, LLC d/b/a Napa Post Acute</i>	Case No.: 21CV001248 (Napa County, CA)
	<i>Brinkerhoff v Lifehouse San Diego operations LLC d/b/a The Shores Post-Acute</i>	Case No.: 202100021078 (San Diego, CA)
	<i>Aaron Riffle et al. v Cristy's Pizza, Inc.</i>	2:19-cv-04750 GCS-CMV (S.D. OH)
	<i>Aaron Riley v Timiny R/R Construction, Inc.</i>	Case No.: 3:21cv02288 (N.D. OH)
	<i>Adam P. Kelly, et al v. Bank of America, N.A., et al.</i>	No. 10-CV-5332 (E.D. Ill.)



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	<i>Alequin, et al. v. Darden Restaurants, Inc. et al.</i>	Case No.: 12-61742-CIV (S.D. Fla.)
	<i>Alice Williams, et al. v. H&R Block Enterprises</i>	RG 08366506, (County of Alameda, CA)
	<i>Alicia Ousley v CG Consulting d/b/a Scores Columbus</i>	Case No. 2:19-cv-01744 SDM-KAJ (S.D. OH)
	<i>Alma Anguiano v. First United Bank and Trust Co.</i>	Case No. CIV-12-1096 (D. Okla.)
	<i>Alona Brank v Med1Care, Ltd</i>	Case No.: 3:22cv00384-JZ (N.D. OH)
	<i>Amanda Fortin v Wise Medical Staffing, Inc.</i>	Case No.: 2:21cv01467 (S.D. OH)
	<i>Amber Oaks v Auria Holmesville, LLC</i>	Case No.: 3:22cv0008-JZ (N.D. Ohio)
	<i>Amber Young v I Love This Bar LLC</i>	Case No.: 2:20cv3971 (S.D. Ohio)
	<i>Amiee Tracy v Quantum Health, Inc.</i>	Case No.: 2:22cv00294-MHW-KAJ (E.D. Ohio)
	<i>Amy Brailer v Clearcomm Bawa, Inc.</i>	Case No.: 1:17cv01391-JFM (D. MD)
	<i>Andrew R. Rondomanski, et al. v. Midwest Division, Inc.</i>	No. 11-cv-00887 (W.D. Mo.)
	<i>Anita Adams v Aztar Indiana Gaming Company LLC d/b/a Tropicana Evansville</i>	Case No.: 2:20cv00143-RLY-MPB (S.D. Ind.)
	<i>Ann Ford v U.S. Foods, Inc.</i>	Case No.: 1:19cv05967 (N.D. Ill.)
	<i>Antwaun Jones et al. v United American Security LLC</i>	Case No. 1:20cv00440 JG (N.D. OH)
	<i>Arturo Reyes et al. v Ivory Management Co. dba Renaissance Stone Care and Waterproofing</i>	19CV340357 (Santa Clara, CA)
	<i>Ashanti Sanchez v Agile Pursuits, Inc.</i>	Case No.: 2020CH02640 Circuit Court Cook County, IL
	<i>Balandran, et al. v. Labor Ready, et al.</i>	BC 278551 (Los Angeles County, Cal.)
	<i>Ballard, et al. v. CoreCivic of Tennessee, LLC</i>	Case No. 3:20cv418 (M.D. Tenn.)
	<i>Ballard, et al., v. Fogo de Chao, LLC</i>	Case No. 09-cv-7621 (D. Minn.)
	<i>Barbara Jane Freck et al. v Cerner Corporation</i>	4:20-cv-00043 BCW (W.D. MO)
	<i>Batiste v. TopGolf International Inc. and TopGolf USA Spring Holdings, LLC</i>	Civil Action 4:20-cv-00655 (S.D. Tx.)
	<i>Beasley, et al. v. GC Services LP</i>	Case No. 09-cv-01748 (E.D. Mo.)
	<i>Berry v. Farmers Bank & Trust, N.A.</i>	Case No. 13-02020
	<i>Berte v. WIS Holdings Corporation</i>	07-cv-1932 (S.D. Cal.)
	<i>Bishop et al. v. AT&T Corp.</i>	Case No. 08-cv-00468 (W.D. Pa.)
	<i>Bobbi Hardisky et al. v Gateway Health LLC</i>	Case No. 2:20-cv-01483 MPK (W.D. PA)
	<i>Bobbie Jarrett v. GGNHC Holdings, LLC</i>	Case No.: 12-CV-4105-BP (W.D. Mo.)
	<i>Bobbi-Jo Smiley et al. v E.I. Dupont De Nemours and Company</i>	3:12-cv-02380 (M.D. PA)
	<i>Bonnie J. Pasquale v Tropicana Atlantic City Corporation</i>	Case No.: 1:20cv06909 (D. NJ)
	<i>Brenda Wickens, et al. v Thyssenkrupp Crankshaft Co. LLC</i>	Case No. 1:19-cv-06100 (S.D. IL)
	<i>Brian Smith et al. v Kellogg Company</i>	1:18-cv-01341 PLM-RSK (D. NV)
	<i>Brittanee Tupitza et al. v Texas Roadhouse Management Corporation</i>	Case No. 1:20-cv-00002 (W.D. PA)
	<i>Burbran Pierre v City of New York, et al.</i>	Civil Action No.: 20-cv-05116(ALC)(DCF) (S.D.N.Y.)
	<i>Cara Nasisi et al. v Comprehensive Health Management, Inc.</i>	Case No. 1:19-cv-4132 KPF (S.D. N.Y.)
	<i>Carlos Calderas, et al. v AK Tube, LLC</i>	Case No. 3:19-cv-02431 JZ (W.D. OH)
	<i>Carolyn Bledsoe et al. v LHC Group, Inc.</i>	2:18-cv-02863 (D. AZ)
	<i>Carolyn M. Nicholson et al. v IOC-Boonville, Inc. dba Isle of Capri Casino Hotel, Boonville</i>	2:19-cv-04084 (W.D. MO)
	<i>Chandler Glover and Dean Albrecht, et al., v. John E. Potter</i>	EOEC No. 320-A2-8011X; Agency No. CC-801-0015-99



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	<i>Chantel Headspeth et al. v TPUSA, Inc. dba Teleperformance USA</i>	2:19-cv-02062 ALM-CMV (S.D. OH)
	<i>Charles Fravel, et al. v General Mills Operations, LLC</i>	Case No. 2:20-cv-01094 EAS-CMV (S.D. OH)
	<i>Cheyenne Seiber at al.vManagement and Training Corporation</i>	3:19-cv-02983 (N.D. OH)
	<i>Christian Alesius v Pittsburgh Logistics Systems, Inc. d/b/a PLS Logistics Services</i>	Case No.: 2:20cv01067 (W.D. PA)
	<i>Christopher Evins v. Glow Networks, Inc.</i>	Case No. 14-cv-00544 (W.D. Mo.)
	<i>Christopher Rawlings ae al. v BMW Financial Services NA, LLC</i>	2:20-cv-02289 EAS-KAJ (S.D. OH)
	<i>Claudine Wilfong, et al. v. Rent-A-Center, Inc.</i>	Case No. 00-cv-680 (S.D. Ill.)
	<i>Coltogirone, et al. v. Gateway Health, LLC</i>	Case No. 2:20-cv-00605-MJH (W.D. Pa.)
	<i>Copher v. Motor City Auto Transport, Inc.</i>	15-2500-CK (Macomb County, MI)
	<i>Creed, et al. v. Benco Dental Supply Co.</i>	3:12-CV-1571 (E.D. Pa.)
	<i>Dania Pruess, et al. v Presbyterian Health Plan, Inc.</i>	Case No. 1:19-cv-629 KG-JFR (D. New Mexico)
	<i>Daniel O'Malley v Kass Management Services, Inc.</i>	Case No.: 1:20cv01331 (N.D. IL)
	<i>Darrin Dickerson et al. v Zayo Group, LLC</i>	1:20-cv-02490 (D. CO)
	<i>Dawn Bellan, et al. v Capital Blue Cross</i>	Case No. 1:20-cv-00744 YK (M.D. PA)
	<i>Day, et al. v. KASA Delivery LLC.</i>	Case No. 01-17-0000-2142 (AAA)
	<i>De La Torre v. Colburn Electric Company</i>	Civil Action No. 4:20-cv-00127-JED-JFJ (N.D. Okla.)
	<i>Deborah Roberts v Arrow Senior Living Management, Inc.</i>	Case No.: 4:21cv01370 (E.D. MO)
	<i>DeGidio v. Crazy Horse Saloon & Restaurant, Inc.</i>	Case No. 4:13-cv-02136-BHH (D.S.C.)
	<i>Department of Consumer and Worker Protection v Dunkin Donuts</i>	
	<i>Doe, et al. v. Cin-Lan, Inc, et al.</i>	Case No. 4:08-cv-12719 (E.D. Mich.)
	<i>Doe, et al. v. Déjà Vu Services, Inc., et al.</i>	No. 2:16-cv-10877 (E.D. Mich.)
	<i>Dominique Delva v Toast, Inc.</i>	Case No. C.A. 2284-CV-01464H (Suffolk County, MA)
	<i>Don Brooks et al. v C.H. Robinson International, Inc. et al.</i>	4:16-cv-00939 (W.D. MO)
	<i>Donna Disselkamp at al. v Norton Healthcare, Inc.</i>	3:18-cv-00048 CRS (W.D. KY)
	<i>Donna Marcum v Lakes Venture LLC dba Fresh Thyme Farmers Market LLC</i>	3:19-cv-00231 DJH (W.D. KY)
	<i>DuBeau et al v. Sterling Savings Bank et al.</i>	No. 12-cv-1602 (D. Or.)
	<i>Dzianis Huziankou et al. v NY Sweet Spot Café Inc. dba Sweetspot Café</i>	1:18-cv-05715 (E.D. N.Y.)
	<i>Ebony Jones at al. v CBC Restaurant Corp. dba Corner Bakery Cafe</i>	1:19-cv-06736 (N.D. IL)
	<i>Edward Watson at al. v Tennant Company, a Minnesota Corporation</i>	2:18-cv-02462 WBS-DB (E.D. CA)
	<i>EEOC v Oceanic Time Warner Cable LLC, et al.</i>	Case No. CV -18-00357 DKW-KJM (D. Hawaii)
	<i>Eli Balderas v Schutz Container Systems, Inc.</i>	Case No.: 3:21cv02427 (N.D. OH)
	<i>Elizabeth Border et al. v Alternate Solutions Health Network LLC</i>	Case No. 2:20-cv-01273 ALM-KAJ (S.D. OH)
	<i>Elizabeth Yorba v Barrington School, LLC</i>	Case No.: 2:21cv691 (S.D. OH)
	<i>Elvia Boyzo et al. v United Service Companies, Inc.</i>	1:18-cv-6854 (N.D. IL)
	<i>Emma Guertin v Melbo Franchise Holdings, Inc. d/b/a Chick-fil-A Fulton Street</i>	Case No.: 604316/2022 (Nassau County, NY)
	<i>Equal Employment Opportunity Commission (EEOC) v. Star Tribune Company</i>	Case No. 08-cv-5297(D. Minn.)
	<i>Equal Employment Opportunity Commission v Faribault Foods, Inc.</i>	Case No. 07-cv-3976 (D. Minn.)
	<i>Eric Eisenberg v Conrad's Tire Service, Inc.</i>	Case No. CV-21-949506 (Cuyahoga County, OH)



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	<i>Feiertag v. DDP Holdings, LLC d/b/a Apollo Retail Specialists, LLC,</i>	Case No. 2:14-cv-2643 (S.D. Ohio)
	<i>Felina Robinson v The Buffalo News, Inc.</i>	Case No. 801427/2019 (Erie County, NY)
	<i>Ferreras, et. al v. American Airlines, Inc.</i>	16-cv-2427 (D.N.J.)
	<i>Fisher, et al. v. Michigan Bell Telephone Company</i>	Case No. 09-cv-10802 (E.D. Mich.)
	<i>Frank De La Paz v. Accurate Courier NCA LLC</i>	Case No. 16CV00555 (County of Santa Cruz, CA)
	<i>Frank, Peasley, Waters, and Wilhelm, v Gold'n Plump Poultry, Inc.</i>	Case No. 04-cv-1018 (D. Minn.)
	<i>French v. Midwest Health Management, Inc.</i>	Case No.: 2:14-cv-2625
	<i>Geelan, et al. v. The Mark Travel Coporation</i>	Case No. 03-cv-6322 (D. Minn.)
	<i>Gipson, et al. v. Southwestern Bell Telephone Company</i>	Case No. 08-cv-2017 (D. Kan.)
	<i>Goelz v Bud Antle, Inc.</i>	Case No.: 2022 CV 02 0068 (Tuscarawas County, OH)
	<i>Greene, et al. v. Shift Operations LLC, et al.</i>	Case No. CGC 16-552307 (County of San Francisco, CA)
	<i>Gregory Hernandez v. The Children's Place</i>	No. CGC 04-4300989 (San Francisco, CA)
	<i>Gretchen Valencia et al. v Armada Skilled Home Care of NM LLC</i>	1:18-cv-01071 KG-JFR (D. NM)
	<i>Harrison v Blackline Systems, Inc.</i>	Arbitration
	<i>Hawkins v. JPMorgan Chase Bank, N.A.</i>	Case No. 8:19-cv-02174 (M.D. Fla.)
	<i>Heather Betts et. al. v Central Ohio Gaming Ventures, LLC</i>	2:16-cv-00373 EAS-EPD (S. D. OH)
	<i>Heather Fitzgerald v Forest River Manufacturing LLC</i>	Case No.: 3:20cv01004 (N.D. IN)
	<i>Heather Lawrence v Benesys, Inc.</i>	Case No.: 1:22cv11517 (E.D. Mich)
	<i>Hector Farias v Strickland Waterproofing Company, Inc.</i>	Case No.: 3:20cv00076 (W.D. VA)
	<i>Helen Bernstein, et al. v. M.G. Waldbaum</i>	Case No. 08-cv-0363 (D. Minn.)
	<i>Helen Hamlin v Gorant Chocolatier, LLC</i>	4:20-cv-00117 (N.D. OH)
	<i>Herzfeld v. 1416 Chancellor, Inc.</i>	No. 14-4966 (E.D. Pa.)
	<i>Holt v. Living Social</i>	1:2012cv00745 (D.D.C.)
	<i>Isabella Savini Merante v American Institute for Foreign Study, Inc.</i>	Case No.: 3:21cv03234 (N.D. CA)
	<i>Jacob Bartakovits et al. v Wind Creek Bethlehem LLC dba Wind Creek Bethlehem</i>	5:20-cv-01602 (E.D. PA)
	<i>James Meyers et al. v Boomerang Rubber, Inc.</i>	3:19-cv-00070 WHR (S.D. OH)
	<i>James Oakley et al. v The Ohio State University Wexner Medical Ctr.</i>	2017-00845 (Oh state Court of Claims)
	<i>James Smith et al. v Oakley Transport, Inc.</i>	3:19-cv-05854 EMC (N.D. CA)
	<i>James Walters v Professional Labor Group, LLC</i>	Case No.: 1:21cv02831-JRS-MJD (S.D. Ind.)
	<i>Jamisse Collins et al. v Goodwill Industries of Greater Cleveland & East Central Ohio</i>	1:19-cv-01433 (N.D. OH)
	<i>Janae Miller v HG Ohio Employee Holding Corporation</i>	Case No.: 2:21cv3978 (E.D. OH)
	<i>Jane Does v. The Coliseum Bar and Grill</i>	Case No: 17-cv-12212 (E.D. Mich.)
	<i>Jason Adams et al. v Wenco Ashland, Inc.</i>	1:19-cv-1544 CEH (N.D. OH)
	<i>Jason Mass et al. v the Regents of the University of California et al.</i>	RG17-879223 (Alameda County, CA)
	<i>Javier Garza et al. v Wood Group USA, Inc.</i>	4:20-cv-00253 (S.D. TX)
	<i>Jeffrey Allen Jones v Amazon</i>	Case No.: 1:15cv01106
	<i>Jennifer Dennis et al. v Greatland Home Health Services, Inc.</i>	1:19-cv-05427 (N.D. IL)
	<i>Jennifer Hardy et al. v DuPage Medical Group, LTD</i>	1:19-cv-02265 (N.D. IL)



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	<i>Jennifer Hayes, et al. v Thor Motor Coach Inc.</i>	Case No. 3:19-cv-375 DRL-MGG (N.D. IN)
	<i>Jeremiah Smith et al. v PPG Industries, Inc.</i>	1:19-cv-01518 (N.D. OH)
	<i>Jessica Owens et al. v Hearthside Food Solutions, LLC</i>	3:19-cv-02479 (N.D. OH)
	<i>Jimmy West v. PSS World Medical, Inc.</i>	Case No. 4:13-cv-00574 (E.D. Mo.)
	<i>John Alba, et al. v. Papa John's USA, Inc.</i>	Case No. 05-cv-7487 (W.D. Cal.)
	<i>John Lewis et al. v Sentry Electrical Group, Inc.</i>	1:19-cv-00178 WOB (S.D. OH)
	<i>Johnson, et al v. General Mills, Inc.</i>	Case No. 10-cv-1104 (W.D. Mo.)
	<i>Jordan Purvis v OSL Retail Services Corporation</i>	Case No.: 3:21cv01738-JZ (N.D. OH)
	<i>Joseph Connors v American Medical Response, Inc. Services, Inc.</i>	1:20-cv-05046 (S.D. N.Y.)
	<i>Joseph Gallant et al. v Arrow Consultation Services, Inc.</i>	1:19-cv-00925 (S.D. IN)
	<i>Justice v. Associated Materials, LLC</i>	Case No. 5:20-cv-00410-SL (N.D. Ohio)
	<i>Justin Tyson v Shake Shack Enterprises, LLC</i>	Case No.: 514220/2022 (Kings County, NY)
	<i>Kariseli Quinones v Magic Cleaning Solutions LLC</i>	Case No.: 1:22cv00197 (E.D.N.Y.)
	<i>Karyn Petersen, et al. v EmblemHealth, Inc. et al.</i>	Case No. 1:20-cv-2568 CBA-RLM (E.D.N.Y.)
	<i>Kelly Marie Camp, et al. v. The Progressive Corporation, et al.</i>	Case No. 01-cv-2680 (E.D. La.)
	<i>Kelly, et al v. Bank of America, N.A. et al.</i>	No. 10-5332 (N.D. Ill.)
	<i>Kendall Olin-Marquez v Arrow senior Living Management, LLC</i>	Case No.: 2:21cv00996-EAS-CMV (S.D. Ohio)
	<i>Kendra Brown v Rush Street Gaming, LLC</i>	Case No.: 1:22cv00392 (N.D. NY)
	<i>Kenyon Eubanks v Aurora Health Care, Inc.</i>	Case No.: 2:20cv01253 (E.D. WI)
	<i>Kevin Moitoso et al. v FMR LLC</i>	1:18-cv-12122 WGY (D. MA)
	<i>Khadeza Pyfrom v ContactUS, LLC d/b/a ContactUS Communications</i>	Case No.: 2:21cv04293-EAS-CMV (S.D. Oio)
	<i>Kiley Thornburg v Reflektions, LTD</i>	2:21cv3905 (S.D. OH)
	<i>Kim Anderson v Rent-A-Daughter Corporation</i>	Case No.: 1:22cv00143 (N.D. OH)
	<i>Kimberly Smith v ARG Resources, LLC</i>	Case No.: 2019CH12528 Circuit Court Cook County, IL
	<i>Kristin Swearingen v Amazon.com Services, Inc.</i>	Case No.: 3:19cv01156-JR (D. OR)
	<i>Kristina Drake v Chop Hospitality LLC</i>	Case No.: 1:20cv01574 (E.D. Ill.)
	<i>Krystal Wright v Majestic Care Staff LLC</i>	Case No.: 2:21cv02129-MHW-EPD (S.D. Ohio)
	<i>Kulauzovic et al. v. Citibank, N.A.</i>	Index No. 507538/2018 (County of Kings, NY)
	<i>Kusinski v. MacNeil Automotive Products Limited</i>	Case No. 17-cv-3618 (N.D. Ill.)
	<i>Lang, et al v DirectTV, Inc., et al.</i>	No. 10-1085 (E.D. La.)
	<i>Latanya Miles et al. v Variety Wholesalers, Inc.</i>	1:19-cv-01714 PAB (N.D. OH)
	<i>Lavar Martin et al. v Summit County</i>	5:19-cv-02641 JRA (N.D. OH)
	<i>Lee and Campion v. The City of Philadelphia</i>	NO. 001125 (Court of Common Pleas, Philadelphia County)
	<i>Lee Stephens v Auto Systems Centers, Inc. d/b/a/ Midas</i>	Case No.: 2:21cv05131-ALM-CMV (S.D. Ohio)
	<i>Leslie Avant v VXL Enterprises, LLC</i>	Case No.: 3:21cv2016 (N.D. Cal.)
	<i>Leslie Bethel v Bluemercury, Inc.</i>	Case No.: 21cv2743 (S.D. NY)
	<i>Linda J. Calhoun et al. v Aon Hewitt Health Insurance Solution, Inc.</i>	Case No. 1:19-cv-01810 (N.D. IL)
	<i>Lucas v Miller Products, Inc.</i>	Case No.: 4:21-cv-2355 (N.D. OH)



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	<i>Luis Zhibri v Optimum Logistics Group, LLC</i>	Case No.: 2:21cv05877 (E.D. NY)
	<i>Lynn Lietz, et al. v. Illinois Bell Telephone Company, et al.</i>	No. 1:11-cv-0108 (N.D. Ill.)
	<i>Mallory v. Aclara Smart Grid Solutions, LLC</i>	Case No. 2:20-cv-0240 (S.D. Ohio)
	<i>Marcos D. Doglio v Boasso America Corporation</i>	Case No.: 2:18cv13448-KM- MAH (D. NJ)
	<i>Mariah Smith v Advocate Health Care Network</i>	Case No.: 1:19cv05148 (E.D. IL)
	<i>Mark Satterly et al. v Airstream, Inc.</i>	3:19-cv-00032 WHR (S.D. OH)
	<i>Mary Hutkai, et al. v. Penn National Gaming, Inc., et al.</i>	Case No. 4:16-cv-00906 (W.D. Mo.)
	<i>Mary Walburn et al. v Lend-A-Hand Services, LLC</i>	2:19-cv-00711 ALM-CMV (S.D. OH)
	<i>Michael A. Rivota et al. v Bank of America Corporation</i>	1:18-cv-03843 (N. D. IL)
	<i>Michael Fisher et al. v Dura-Line Corporation</i>	1:19-cv-00286 (N. D. OH)
	<i>Michael Levine, et al. v Vitamin Cottage Natural Food Markets, Inc.</i>	Case No. 1:20-cv-00261 STV (D. CO)
	<i>Michelle Jackson, et al. v. Jamba Juice Company</i>	Case No. 8:02-cv-00381 (C.D. Cal.)
	<i>Mi'Jette Sirmons v Star Multi Care Holding Corporation</i>	Case No.: 2:21cv00456-CB (W.D. PA)
	<i>Monica Brunty et al. v Optima Health Plan</i>	2:19-cv-00255 (E.D. VA)
	<i>Monte Endris v Hubler Chevrolet, Inc.</i>	Cause No.: 49D12-1810-PL-040781 Superior Court, Marion County, IN
	<i>Mudrich v The SYGMA Network, Inc.</i>	Case No. 2:21-cv-4932 (S.D. OH)
	<i>Nathaniel Boyce v SSP America MDW, LLC</i>	Case No.: 1:19cv02157 (N.D. IL)
	<i>Nicholas Jones v Memoryblue, Inc.</i>	Case No.: 2022-00319306-CV Superior Court. Sacramento County, CA
	<i>Nicholas O'Neil et al. v Miller Pipeline LLC</i>	Case No. 2:20-cv-04034 MHW-CMV (E.D. OH)
	<i>Nicole Kordie v Ohio Living</i>	Case No.: 2:21cv03791-SDM-CMV (S.D. Ohio)
	<i>Nikia Edwards v Optima Health Plan</i>	Case No.: 2:20cv00192 (E.D. VA)
	<i>Nikiesha Cleveland v Foundations Health Solutions, Inc.</i>	Case No.: 1:21cv01713 (N.D. OH)
	<i>Norma Marquez et al. v RCKC Corporation et al.</i>	1:18-cv-07977 (N.D. IL)
	<i>OFCCP v. B&H Foto & Electronics Corp.</i>	Case No. 2016-OFC-0004 (Department of Labor)
	<i>Omar Malcolm v The City of New York</i>	Case No.: 1:20cv9641-ALC (S.D. NY)
	<i>Owen, et al. v. Punch Bowl Minneapolis, LLC</i>	Case No. 19-cv-0955 (D. Minn)
	<i>Pamela Adams, et al., v. MedPlans Partners, Inc</i>	Case No. 3:07-cv-259 (W.D. Ky.)
	<i>Parnell, et al. v. Academy Mortgage Corporation</i>	Case No. 01-17-0004-5311 (AAA)
	<i>Pedro Rodriguez Martinez v Alpha Technologies Services, Inc.</i>	5:17-cv-628 (E.D. NC)
	<i>Phillip Busler, et al. v. Enersys Energy Products Inc., et al.</i>	Case No. 09-cv-0159 (W.D. Mo.)
	<i>Powell v. The Kroger Company and Dillon Companies, LLC</i>	Case No. 1:20-cv-01983 (D. Colo.)
	<i>Prentis Walton et al. v Oldcastle Building Envelope, Inc.</i>	3:18-cv-02936 (N. D. OH)
	<i>Ray Cruz-Perez v Penn National Gaming, Inc.</i>	1:20-cv-02577 (N.D. IL)
	<i>Rhonda Gresky v Checker Notions Company, Inc. d/b/a/Checker Distributors</i>	Case No.: 3:21cv1203 (N.D. Ohio)
	<i>Robert Eddings v. General Aluminum Manufacturing Company</i>	Case No. 1:17-CV-00362 (N.D. Ohio)
	<i>Robert Stock et al. v Xerox Corporation</i>	Case No. 6:16-cv-06256 EAW (W.D. N.Y.)
	<i>Rocher, et al. v. Sav-on Drugs, et al.</i>	Case No. BC 227551 (Los Angeles County, Cal.)
	<i>Roger James v Boyd Gaming Corporation</i>	Case No.: 2:19cv02260-DDC-JPO (D. KS)



Practice Area	Engagement	Citation
	<i>Roger Stiles v Specialty Promotions, Inc.</i>	Case No.: 2020CH03766 Circuit Court Cook County, IL
	<i>Ronnie Loschiavo v Advanced Drainage Systems, Inc.</i>	Case No.: 2:21cv05069-MHW-CMV (S.D. OH)
	<i>Rosann Biagi v International Services, Inc.</i>	Case No.: 21CH00000311 Circuit Court of Lake County, IL
	<i>Russell Cain v JB Hunt Transport, Inc.</i>	Case No. D-202-CV-2019-00710 (Bernalillo County, NM)
	<i>Russell, et al. v. Illinois Bell Telephone Company</i>	Case No. 08-cv-1871 (N.D. Ill.)
	<i>Ryan Cocca v Ping Identity Corporation</i>	Arbitration
	<i>Ryan Ransom et al. v Burrows Paper Corporation</i>	Case No. 2:20-cv-03824 MHW-CMV (S.D. OH)
	<i>Sakinah Kelly at al. v Evolent Health LLC</i>	1:19-cv-00500 (N. D. IL)
	<i>Salamon v. Bayview Loan Servicing, LLC</i>	No. 01-17-0002-1424 (AAA)
	<i>Scott Snider et at. V Quantum Health, Inc.</i>	2:20-cv-02296 CMV (E.D. OH)
	<i>Sequoia Moss-Clark, et al. v. New Way Services, Inc., et al.</i>	Case No. C12-1391 (Contra Costa County, CA)
	<i>Sergio Moreno et al. v Silvertip Completion Services Operating LLC</i>	Case No. 7:19-cv-00240 (W.D. TX)
	<i>Shannon Wheeler v. Cobalt Mortgage, Inc. et al.</i>	Case No. 2:14-cv-B1847-JCC (W.D. WA)
	<i>Sherman Wright et al. v The Kroger Co.</i>	1:19-cv-00761 MRB (S.D. OH)
	<i>Smallwood, et al. v. Illinois Bell Telephone Company,</i>	Case No. 09-cv-4072 (N.D. Ill.)
	<i>Smith v. Family Video</i>	No. 11-cv-01773 (N.D. Ill.)
	<i>Smith v. Pizza Hut, Inc.</i>	No. 09--cv-01632-CMA-BNB (D. Colo.)
	<i>Speraneo v. BJC Health Systems, Inc. d/b/a BJC HealthCare</i>	Case No. 1322-CC09701 (St. Louis County, MO)
	<i>Stephanie Sanz, et al. v. Johnny Utah 51, LLC</i>	Case No. 14-cv-4380 (S.D.N.Y.)
	<i>Stephen DiGiorgio et al. v EOS Holdings, Inc.</i>	1:16-cv-11069 (D. MA)
	<i>Steven Belt v P.F. Chang's China Bistro, Inc.</i>	2:18-cv-03831 AB (E.D. PA)
	<i>Surette, et al. v SmartBear Software, Inc.</i>	Civil Action No. 2281-cv-00802 Middlesex County Superior Court
	<i>Tamare Fry v Pilot Plastics, Inc.</i>	Case No.: 5:22cv00465 (N.D. OH)
	<i>Tanielle Thomas vWalmart, Inc.</i>	18-cv-4717 (E.D. PA)
	<i>Tasha Smith v Acceptance Solutions Group, Inc.</i>	Case No.: 1:21cv01675 (N.D. Ill.)
	<i>Teeter v. NCR Corporation</i>	Case No. 08-cv-00297 (C.D. Cal.)
	<i>Terri Powell et al. v IKEA Industry Danville, LLC</i>	4:18-cv-00058 (W.D. VA)
	<i>Terrie Gammon et al. v Marietta OPCO, LLC dba Arbors at Marietta</i>	2:19-cv-05140 JLG-EPD (S.D. OH)
	<i>The Fortune Society, Inc. et al. v. Macy's, Inc. et al.</i>	No. 19 Civ. 5961 (S.D.N.Y.)
	<i>Thomas Cramer et al. v. Bank of America, N.A. et al.</i>	Case No. 12-08681 (N.D. Ill.)
	<i>Thomas Dege, et al., v. Hutchinson Technology, Inc.</i>	Case No. 06-cv-3754 (D. Minn.)
	<i>Thomas v. Kellogg Company et al.</i>	Case No. 3:13 Civ. 05136 (W.D. Wash.)
	<i>Thompson v. Qwest Corporation, et al.</i>	Civil Action No.: 1:17-cv-1745 (D. Colo.)
	<i>Tiffany Williams v Bob Evans Farms, Inc.</i>	Case No.: 2:18cv01353 (W.D. PA)
	<i>Todd Coleman v Trophy Nut Co.</i>	3:19-cv-00374 TMR (S.D. OH)
	<i>Tompkins et al. v. Ferny Properties, LLC et. al.,</i>	No. 3:18-cv-00190 (D.N.D.)
	<i>Tracie Ford et al. v Cardinal Innovations Healthcare Solutions</i>	Case No. 1:20-cv-00736 (M.D. NC)
	<i>Tracy Mattison et al. v Trubridge, Inc.</i>	5:19-cv-01618 JRA (N.D. OH)



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Environmental	<i>Trista L. Freeman, et al. v Crossroads Hospice of Northeast Ohio LLC</i>	Case No. 5:20-cv-01579 BYP (E.D. OH)
	<i>Twohill, et al. v. First Acceptance Corporation</i>	Case No. 3:17-cv-00284 (M.D. Tenn.)
	<i>Tyler Mudrich v The Sygma Network, Inc.</i>	Case No.: 2:21cv04932-EAS-CMV (S.D. OH)
	<i>Tylisha Allen v Flanders Corporation</i>	Case No. 2022-LA-154 Circuit Court Sangamon, IL
	<i>Vernon Roberts v Techserv Consulting and Training, LTD</i>	Case No.: 6:21cv00406 (E.D. Tex.)
	<i>Victor Sanchez v Gold Standard Enterprises, Inc. d/b/a/ Binny's Beverage Depot</i>	Case No.: 1:21cv03349 (N.D. Ill)
	<i>Wallace Pitts at al. v. G4s Secure Solutions (USA), Inc.</i>	2:19-cv-02650 MHW-CMV (E.D. OH)
	<i>Watkins, et al. v. I.G. Incorporated, etl a.</i>	Case No. 27-13-15361 (Hennepin County, MN)
	<i>Weeks v. Matrix Absence Management, Inc.</i>	Case No. 2:20-cv-884 (D. Arizona)
	<i>White et al. v. Edward Jones Co., L.P. dba Edward Jones</i>	No. 17 Civ. 02004 (N.D. Ohio)
	<i>Wilkinson, et al. v. NCR Corporation</i>	Case No. 1:08-cv-5578 (N.D. Ill.)
	<i>William Perrin, et al. v. Papa John's International</i>	No. 4:09-CV-01335 (E.D. Mo.)
	<i>William Whitlock, et. al v. FSH Management, LLC, et. al.</i>	3:10-cv-00562-M
	<i>Williams v. DH Pace</i>	Case No. 4:14-cv-00161 (W.D. Mo.)
	<i>Williams, et al. v. Dollar Financial Group, et al.</i>	Case No. RG03099375 (Alameda County, CA)
	<i>Williams, et al. v. G4S Secure Solutions (USA) Inc.</i>	Civil Action No. 1:17-CV-00051 (M.D.N.C)
	<i>Williams, et al. v. H&R Block Enterprises, Inc.</i>	No. RG 08366506 (Alameda County, CA)
	<i>Wittemann, et al. v. Wisconsin Bell, Inc.</i>	Case No. 09-cv-440 (W.D. Wisc.)
	<i>Wlotkowski, et al. v. Michigan Bell</i>	Case No. 09-cv-11898 (E.D. Mich.)
	<i>Bernice Samples, et al. v. Conoco, Inc., et al.</i>	Case No. 01-0631-CA-01 (Escambia Country, Fla.)
	<i>Billieson, et al. v. City of New Orleans, et al.</i>	No. 94-19231 (Orleans Parish, LA)
	<i>City of Greenville, et al., v. Syngenta Crop Protection, Inc., and Syngenta AG</i>	No. 3:10-cv-00188-JPG-PMF (S. D. Ill.)
	<i>In Re: Duluth Superior Chemical Spill Litigation</i>	Case No. 92-cv-503 (W.D. Wis.)
	<i>Keltner, et al., v. SunCokeEnergy, Inc., et al.</i>	Case No.: 2014-L-1540 (Madison County, IL)
	<i>Latta, et al. v. Hannibal Board of Public Works, et al.</i>	Case No. 16SL-CC01881 (St. Louis, MO)
	<i>McGruder, et al. v. DPC Enterprises</i>	No. CV2003-022677 (Maricopa County, AZ)
	<i>Mehl v. Canadian Pacific Railway, Limited</i>	Case No. 02-cv-009 (D.N.D.)
	<i>Michelle Marshall, et al. v. Air Liquide -- Big Three, Inc. et al.</i>	No. 2005-08706 (Orleans Parish, LA)
	<i>Perrine, et al. v. E.I. Dupont De Nemours and Company, et al.</i>	01-0631-CA-01 (Harrison C., WV)
	<i>Colon, et al. v. Johnson, et al.</i>	Case No. 8:22-cv-888-TPB-TGW (M.D. Fla.)
	<i>Cothran v. Adams, et al.</i>	Case No. 8:2023-cv-00518 (M.D. Fl.)
	<i>In Re: Broadwing Inc ERISA Litigation</i>	Case No. 02-cv-00857 (S.D. Ohio)
	<i>Leslie D. Nolan v The Detroit Edison Company</i>	Case No.: 2:18cv13359-DML-SDD (E.D. MI)
	<i>Michael Marzec v Reladyne, LLC</i>	Case No.: 2018CH14101 Circuit Court of Cook County, IL (Chancery Division)
ERISA - 401k/403b Fee	<i>Quince Rankin v. Charles C. Conway (Kmart ERISA Litigation)</i>	Case No. 02-cv-71045 (E.D. Mich.)
	<i>Anderson, et al. v. Coca-Cola Bottlers' Association, et al.</i>	Case No. 21-cv-02054 (D. Kan.)
	<i>André Clark, et al., v. Oasis Outsourcing Holdings, Inc., et al.</i>	Case No. 9:18-cv-81101- RLR (S.D. Fla.)
	<i>Anthony Abbott, et al. v. Lockheed Martin Corp., et al.</i>	Case No. 06-701 (S.D. Ill.)



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	<i>Bacon, et al., v. Board of Pensions of the Evangelical Lutheran Church in America</i>	Case No. 27-CV-15-3425 (Hennepin County, MN)
	<i>Baker, et al. v. John Hancock Life Insurance Company (U.S.A.), et al.</i>	Civil Action 1:20-cv-10397-RGS (D. Minn.)
	<i>Beach, et al. v JPMorgan Chase Bank, N.A., et al.</i>	Case No. 17-00563-JMF (S.D.N.Y.)
	<i>Becker v. Wells Fargo & Co. et al</i>	Case No. 0:20-cv-02016 (D. Minn.)
	<i>Berry, et al. v. FirstGroup America, Inc., et al.</i>	Case No. 1:18-cv-00326-JPH (S.D. Ohio)
	<i>Bhatia, et al. v. McKinsey & Company, Inc., et al.</i>	Case No. 1:19-cv-01466-GHW-SN (S.D.N.Y.)
	<i>Bouvy v. Analog Devices, Inc., et al.</i>	Case No. 19-cv-881-DMS-BLM (S.D. Cal.)
	<i>Brian Loomis v Nextep, Inc.</i>	Case No.: 5:21cv00199-HE (W.D. OK)
	<i>Brotherston, et al. v. Putnam Investments, LLC, et al.</i>	Civil Action No. 15-13825-WGY (D. Mass.)
	<i>Brown et al. v. The MITRE Corporation, et al.</i>	Case No. 1:22-cv-10976-DJC (D. Mass.)
	<i>Brown-Davis et al v. Walgreen Co. et al</i>	Case No. 1:19-cv-05392 (N.D. Ill.)
	<i>Carrigan, et al. v. Xerox Corporation, et al.</i>	No. 3:21-cv- 01085 (D. Conn.)
	<i>Chechile et al v. Baystate Health, Inc. et al.</i>	No. 22-cv-30155-KAR (D. Mass.)
	<i>Clifton Marshall, et al. v. Northrop Grumman Corp., et al.</i>	Case No. 16-6794 (C.D. Cal.)
	<i>Conte v. WakeMed</i>	Case No. 5:21-cv-00190-D (E.D.N.C.)
	<i>Coviello, et al. v. BHS Management Services, Inc., et al.</i>	No. 3:20-cv-30198-MGM (D. Mass.)
	<i>Cunningham, et al., v. Cornell University, et al.</i>	Case No. 16-cv-6525 (S.D.N.Y.)
	<i>David Clark, et al, v. Duke University, et al.</i>	Case No. 1:16-CV-01044-CCE-LPA (M.D.N.C.)
	<i>David Kinder, et al. v. Koch Industries, Inc., et al.</i>	Case No. 1:20 cv 02973 MHC (N.D. Ga.)
	<i>Davis v. Magna International of America, Inc.</i>	Case No. 2:20-cv-11060 (E.D. Mich.)
	<i>Dean et al. v. Cumulus Media, Inc. et al.</i>	No. 1:22-cv-04956-TWT (D. Ga)
	<i>Dennis Gordan, et al. v. Massachusetts Mutual Life Insurance Co., et al.</i>	Case No. 13-cv-30184-MAP (D. Mas.)
	<i>Diego Cervantes v. Invesco Holding Company (US), Inc., et al.</i>	Civil Action No. 1:18 cv-02551-AT (N.D. Ga.)
	<i>Dustin S. Soulek v Costco Wholesale Corporation</i>	Case No.: 20cv937 (E. D. Wis.)
	<i>Ford, et al. v. Takeda Pharmaceuticals U.S.A., Inc., et al</i>	No. 21-cv-10090 (D. Mass.)
	<i>Fritton, et al. v. Taylor Corporation, et al.</i>	No. 22-cv-00415 (D. Minn.)
	<i>Garcia et al. v. Alticor, Inc. et al.,</i>	Case No. 1:20-cv-01078-PLM-PJG (W.D. Mich.)
	<i>Garnick, et al. v. Wake Forest University Baptist Medical Center, et al.</i>	Case No. 1:21-CV-00454- WO-JLW (M.D.N.C.)
	<i>Gleason et al v. Bronson Healthcare Group, Inc. et al.</i>	Case No. 1:21-cv-00379 (W. D. Mich.)
	<i>Gomes, et al. v. State Street Corporation, et al.</i>	Case No. 1:21-cv-10863-MLW (D. Mass.)
	<i>Gruber v. Grifols Shared Services North America, Inc. et al.</i>	Case No: 2:22-cv-02621-SPG-AS (C.D. Cal.)
	<i>Harvey Miller et al. v. Packaging Corporation of America, Inc., et al.</i>	Case No. 1:22-cv-00271 (W.D. Mich.)
	<i>Hawkins, et al. v. Cintas Corporation, et al.</i>	No. 1:19-cv-01062-JPH
	<i>Henderson et al. v. Emory University et al.</i>	Case No. 16-cv-2920 (N.D. Ga.)
	<i>Hill et al v. Mercy Health System Corporation et al</i>	Case No. 3:20-cv-50286 (N.D. Ill.)
	<i>Hundley et al., v. Henry Ford Health System et al</i>	Case No. 2:21-cv-11023-SFC (E.D. Mich.)
	<i>In re GE ERISA Litigation</i>	Master File No. 1:17-cv-12123-IT (D. Mass)
	<i>In re M&T Bank Corporation ERISA Litigation</i>	Case No. 1:16-cv-375 (W.D.N.Y.)



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	<i>In re Northrop Grumman Corporation ERISA Litigation</i>	Case. No. 06-CV-6213 AB (JCx) (C.D. Cal.)
	<i>Intravaia, et al. v. National Rural Electric Cooperative Association, et al.</i>	Case No. 1:19-cv-00973-LO-IDD (E.D. Va.)
	<i>Johnson, et al v. Fujitsu Technology and Business of America, Inc. et al.</i>	Case No.: 5:16-cv-03698 NC (N.D. Cal.)
	<i>Karg et al v. Transamerica Corporation et al</i>	Case No. 1:18-cv-00134 (N.D. Iowa)
	<i>Karolyn Kruger, et al. v. Novant Health Inc., et al.</i>	Case No. 14-208 (M.D.N.C.)
	<i>Karpik, et al. v. Huntington Bancshares Incorporated, et al.</i>	Case No. 2:17-cv-01153-MHW-KAJ (S.D. Ohio)
	<i>Kimberly D. Traczyk v Aspirus, Inc.</i>	Case No.: 2:21cv00077 (W.D. MI)
	<i>Kinder et al v. Koch Industries, Inc. et al</i>	Case No. 1:20-cv-02973 (N.D. Ga.)
	<i>Kirk, et al. v. Retirement Committee of CHS/Community Health Systems, Inc., et al.</i>	Civil Action No. 3:19-cv-00689 (M.D. Tenn.)
	<i>Kruzell v. Clean Harbors Environmental Services, Inc. et al.,</i>	Case No: 1:22-cv-10524-GAO (D. Mass.)
	<i>Lauren Bence, et al. v. Presence Health Network, et al.</i>	Case No. 1:17-cv-08315 (N.D. Ill.)
	<i>Law et al v. Estee Lauder Inc. et al.</i>	No. 1:20-cv-04770-JLR (S.D.N.Y.)
	<i>Leon v. Maersk, Inc. et al.</i>	Case No. 3:23-cv-00602-RJC-SCR (W.D.N.C.)
	<i>Loomis, et al. v. Nextep Inc., et al.</i>	Case No. 5:21-cv-00199-HE (W.D.Ok)
	<i>Loren L. Cassell, et al. v. Vanderbilt University, et al.</i>	Case No. 3:16-CV-02086 (M.D. Tenn.)
	<i>Main, et al. v. American Airlines, Inc. et al.</i>	Civil Action No.: 4:16-cv-00473-O (N.D. Texas)
	<i>Marcia McGowan v Barnabas Health, Inc.</i>	Case No.: 2:20cv13119-KM-JRA (D.N.J.)
	<i>Mazza v. Pactiv Evergreen Services, Inc., et al.</i>	No. 1:22-cv-5052 (N.D. Ill.)
	<i>McNeilly, et al. v. Spectrum Health System, et al.</i>	No. 1:20-cv-00870 (W.D. Mich.)
	<i>Miguel, et al. v. Salesforce.com Inc., et al.</i>	Civil Action No. 3:20-cv-01753-MMC (N.D. Cal.)
	<i>Miller et al. v. Packaging Corporation of America, Inc., et al.,</i>	Case No. 1:22-cv-00271 (W.D. Mich.)
	<i>Moitoso, et al. v. FMR LLC, et al.</i>	Civil Action No. 1:18-cv-12122-WGY (D. Mass.)
	<i>Munro v. University of Southern California</i>	Case No. 16-6191 (C.D. Cal.)
	<i>Parker et al., v. GKN North America Services, Inc. et al.</i>	Case No. 2:21-cv-12468-SFC (E.D. Mich.)
	<i>Pat Beesley, et al v. International Paper Co. et al.</i>	Case No. 06-703-DRH (S.D. Ill.)
	<i>Paul Andrus, et al. v. New York Life Insurance Company, et al.</i>	Case. No. 1:16-cv-05698 (KPF) (S.D.N.Y.)
	<i>Pledger, et al. v. Reliance Trust, et al.</i>	Case No. 1:15-cv-4444-MHC (N.D. Ga.)
	<i>Price v. Eaton Vance Corp., et al.</i>	Civil Action No. 18-12098-WGY (D. Mass.)
	<i>Ramos et al. v. Banner Health et al. (Judgement)</i>	Case No. 1:15-cv-02556 (D. Colo.)
	<i>Ramos et al. v. Banner Health et al. (Slocum)</i>	Case No. 1:15-cv-02556 (D. Colo.)
	<i>Reetz v. Lowe's Companies, Inc. et al.</i>	No. 5:18-cv-075-RJC-DCK (W.D.N.C.)
	<i>Reichert, et al. v. Juniper Networks, Inc. et al.</i>	Case No: 3:21-cv-06213-JD (N.D. Cal.)
	<i>Robert Sims, et al, v. BB&T Corporation, et al.</i>	Case No. 1:15-cv-732-CCE-JEP (M.D.N.C.)
	<i>Robert Stengl, et al. v. L3Harris Technologies, Inc</i>	No. 6:22-cv-00572-PGB-LHP (M.D. Florida)
	<i>Rocke, et al. v. Allianz Asset Management of America LLC, et al.</i>	Case No. 8:23-cv-00098-CJC-KES (C.D. Cal.)
	<i>Ronald Tussey, et al. v. ABB Inc., at al.</i>	Case No. 2:06-cv-4305-NKL (W.D. Mo.)
	<i>Rosenkranz, et al. v. Altru Health System, et al.,</i>	No. 3:20-cv-00168-PDW-ARS (D.N.D.)
	<i>Smith et al. v. OSF Healthcare System, et al.</i>	Case No. 3:16-cv-00467-SMY-RJD (S.D. Ill.)



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FACTA	<i>Smith v. GreatBanc Tr. Co.</i>	No. 1:20-cv-02350-FUV (N.D. Ill.)
	<i>Smith, et al. v. VCA Inc., et al.</i>	No. 2:21-cv-09140-GW-AGR (C.D. Cal.).
	<i>Soulek v. Costco Wholesale Corporation et al</i>	Case No. 1:20-cv-00937 (E.D. Wis.)
	<i>Stacy Schapker v. Waddell & Reed Financial, Inc., et al.</i>	Case No. 17-cv-2365 (D. Kan.)
	<i>Stevens v. SEI Investments Company, et al.</i>	Case No. 2:18-CV-09936 (E.D. Pa.)
	<i>Todd Ramsey, et al., v. Philips North America LLC</i>	Case No. 3:18-cv-01099-NJR-RJD (S.D. Ill.)
	<i>Toomey, et al. v. Demoulas Super Markets, Inc., et al.</i>	Case No. 1:19-CV-11633-LTS (D. Mass.)
	<i>Tracey, et al. v. Massachusetts Institute of Technology, et al.</i>	Case No. 1:16-cv-11620 (D. Mass.)
	<i>Traczyk v. Aspirus, Inc. et al.</i>	Case No. 2:21-cv-00077-RJJ-MV (W.D. Mich.)
	<i>Troudt et al v. Oracle Corporation et al.</i>	Case No. 16-cv-00175 (D. Colo.)
	<i>Urlaub, et al. v. CITGO Petroleum Corp., et. al.</i>	Case No. 21-cv-04133 (N.D. Ill.)
	<i>Velazquez, et al. v. Massachusetts Financial Services Company</i>	Case No. 1:17-CV-11249 (D. Mass.)
	<i>Walter v. Kerry Inc., et al.</i>	2:21-cv-539-BHL (E.D. Wis.)
	<i>Williams, et al. v. Centerra Group, LLC, et al.</i>	Civil Case No.: 1:20-cv-04220-SAL (N.D.S.C.)
	<i>Woznicki v. Aurora Health Care, Inc.</i>	Case No. 20-cv-1246 (E.D. Wis.)
	<i>Albright v. Metrolink</i>	No. 4:11-CV-01691AGF (E.D. Mo.)
	<i>Ebert, et al. v. Warner's Stellan</i>	No. 11-cv-02325 JRT/ SER (D. Minn.)
	<i>Fouks, et al. v. Red Wing Hotel Corporation</i>	Case No. 12-cv-02160 (D. Minn.)
	<i>Jones v. Dickinson</i>	No. 11 CV 02472 (D. Mo.)
	<i>Linda Todd, et al. v. Medieval Times</i>	Case No. 1:10-cv-00120 (D. N.J.)
FCRA Insurance	<i>Masters v. Lowe's Home Centers, Inc.</i>	Case No. 3:09-cv--255 (S.D. Ill.)
	<i>Seppanen et al. v. Krist Oil Company</i>	Case No. 2:09-cv-195 (W.D. Mich.)
	<i>Waldman v. Hess Corporation</i>	Case No. 07-cv-2221 (D. N.J.)
	<i>Michael Stoner, et al. v. CBA Information Services</i>	Case No. 04-cv-519 (E.D. Pa.)
	<i>Ann Castello v. Allianz Life Insurance Company</i>	Case No. 03-cv-20405 (D. Minn.)
	<i>Boyd Demmer, et al. v. Illinois Farmers Insurance Company</i>	Case No. MC 00-017872 (Hennepin County, Minn.)
	<i>Christopher Meek v Kansas City Life Insurance Company</i>	Case No.: 4:19cv00471 (W.D. MO)
	<i>Chultem v. Ticor Title Insur. Co., et al.</i>	Case No. 2006-CH-09488 ((Cook County, IL)l.)
	<i>Colella v. Chicago Title Insur. Co., et al.</i>	Case No. 2006-CH-09489 ((Cook County, IL)l.)
	<i>Daluge, et. al., v. Continental Casualty Company</i>	No. 3:15-cv-00297 (W.D. Wis.)
	<i>Deborah Hillgamy, et al. v. Reliastar Life Insurance Company, et al.</i>	No. 11-cv-729 (W.D. Wis.)
	<i>Doan v. State Farm</i>	108CV129264 (Santa Clara Co, CA)
	<i>Dorothea Pavlov v. Continental Casualty Company</i>	Case No. 07-cv-2580 (N.D. Ohio)
	<i>Earl L. McClure v State Farm Insurance Company</i>	Case No.: 2:20cv01389-SMB (D. AZ)
	<i>Frank Rose, et al. v. United Equitable Insurance Company, et al.</i>	Case No. 00-cv-02248 (Cass County, ND)
	<i>Froeber v. Liberty Mutual Fire Insurance Company</i>	Case No. 00C15234 (Marion County, OR)
	<i>Garrison, et al., v. Auto-Owners Insurance Company</i>	Case No. 02-cv-324076 (Cole County, Mo.)
	<i>Harold Hanson, et al. v. Acceleration Life Insurance Company, et al.</i>	Case No. 3:97-cv-152 (D.N.D.)



Practice Area	Engagement	Citation
Insurance - Force Placed	<i>In Re: Lutheran Brotherhood Variable Insurance Products Co. Sales Practices Litigation</i>	Case No. 99-md-1309 (D. Minn.)
	<i>Irene Milkman, et al. v. American Travellers Life Insurance Company, et al.</i>	No. 03775 (Philadelphia Court of Common Pleas, Pa.)
	<i>J. Gregory Sheldon v Kansas City Life Insurance Company</i>	Case No.: 1916CV26689 Circuit Court of Jackson County, MO
	<i>Jacobs v. State Farm General Insurance Company</i>	No. CJ-96-406 (Sequoyah County, Okla.)
	<i>James M. Wallace, III, et al. v. American Agrisurance, Inc., et al.</i>	Case No. 99-cv-669 (E.D. Ark.)
	<i>James Ralston, et al. v. Chrysler Credit Corporation, et al.</i>	Case No. 90-cv-3433 (Lucas County, Ohio)
	<i>Michael T. McNellis, et al. v. Pioneer Life Insurance Company, et al.</i>	CV 990759 (County of San Luis Obispo, Cal.)
	<i>Morris v. Liberty Mutual Fire Insurance Company</i>	CJ-03-714 (Pottawatomie County, OK)
	<i>Paul Curtis, et al v. Northern Life Insurance Company</i>	Case No. 01-2-18578 (King County, Wash.)
	<i>Ralph Shaffer v. Continental Casualty Company and CNA Financial Corp</i>	Case No. 06-cv-2253 (C.D. Cal.)
	<i>Raymond Arent, et al. v. State Farm Mutual Insurance Company</i>	Case No. 00-mc-16521 (D. Minn.)
	<i>Roy Whitworth, et al. v. Nationwide Mutual Insurance Company, et al.</i>	Case No. 00CVH-08-6980 (Franklin County, Ohio)
	<i>Sonia Gonzalez, et al. v. Rooms to Go, Inc., et al.</i>	Case No. 97-cv-3146 (S.D. Fla.)
	<i>Taqueria El Primo, LLC v Farmers Group, Inc.</i>	Case No.: 19cv03071 (D. MN)
	<i>Tow Distributing, Inc., et al. v. BCBSM, Inc., d/b/a Blue Cross and Blue Shield of Minnesota</i>	Case No. 02-cv-9317 (D. Minn.)
Legal Notice	<i>Arnett v. Bank of America, N.A.</i>	No. 3:11-CV-01372-SI (D. OR)
	<i>Clements, et al. v. JPMorgan Chase Bank, N.A., et al.</i>	No. 3:12-cv-02179-JCS (N.D. Cal.)
	<i>Hofstetter, et al. v. Chase Home Finance, LLC., et al.</i>	Case No. 10-cv-1313 (N.D. Cal.)
	<i>Jerome Walls, et al. v. JP Morgan Chase Bank, N.A., et al.</i>	Case No. 11-00673 (W.D. KY)
	<i>Anderson et al. v. Canada (Attorney General)</i>	2011 NLCA 82
	<i>Angell v. Skechers Canada</i>	8562-12 (Montreal, Quebec)
	<i>Billieson, et al. v. City of New Orleans, et al.</i>	No. 94-19231 (Orleans Parish, LA)
	<i>Carnegie v. Household International, Inc.</i>	No. 98-C-2178 (N.D. Ill.)
	<i>Cazenave, et al. v. Sheriff Charles C. Foti, Jr., et al.</i>	Case No. 00-cv-1246 (E.D. La.)
	<i>City of Greenville, et al., v. Syngenta Crop Protection, Inc., and Syngenta AG</i>	No. 3:10-cv-00188-JPG-PMF (S. D. Ill.)
	<i>Evans, et al. v. Linden Research, Inc., et al.</i>	Case No. 4:11-cv-1078-DMR (N.D. CA)
	<i>F.T.C. v. NBTY, Inc.</i>	No. 05-4793 (E.D.N.Y.)
	<i>George Williams, et al. v. BestComp, Inc., et al.</i>	No. 09-C-5242-A (Parish of St. Landry, LA)
	<i>Griffin v. Dell Canada Inc</i>	Case No. 07-cv-325223D2 (Ontario, Superior Court of Justice)
	<i>In Re: Aftermarket Filters Antitrust Litigation</i>	No. 1:08-cv-4883, MDL No. 1957 (N.D. Ill.)
	<i>In Re: Asia Pulp & Paper Securities Litigation</i>	Case No. 01-cv-7351 (S.D.N.Y.)
	<i>In Re: Certaineed Fiber Cement Siding Litigation</i>	MDL 2270 (E.D. PA)
	<i>In Re: Duluth Superior Chemical Spill Litigation</i>	Case No. 92-cv-503 (W.D. Wis.)
	<i>In Re: Google Referrer Header Privacy Litigation</i>	No. 10-04809 (N.D. Cal.)
	<i>In Re: Salmonella Litigation</i>	Case No. 94-cv-016304 (D. Minn.)
	<i>Jerome H. Schlink v. Edina Realty Title</i>	Case No. 02-cv-18380 (D. Minn.)
	<i>Joel E. Zawikowski, et al. v. Beneficial National Bank, et al.</i>	Case No. 98-cv-2178 (N.D. Ill.)
	<i>Joshua Wasser, et al. v. All Market, Inc.,</i>	Case No. 1:16-CV-21238 (S.D. Fla.)



Practice Area	Engagement	Citation
Medical/Drug	<i>Kobylanski et al. v. Motorola Mobility, Inc. et al.</i>	No. 13-CV-1181 (W.D. Pa.)
	<i>Mary Plubell, et al. v. Merck and Co., Inc.</i>	Case No. 04-cv-235817 (Jackson County, MO)
	<i>McGruder, et al. v. DPC Enterprises</i>	No. CV2003-022677 (Maricopa County, AZ)
	<i>Mehl v. Canadian Pacific Railway, Limited</i>	Case No. 02-cv-009 (D.N.D.)
	<i>Michelle Marshall, et al. v. Air Liquide -- Big Three, Inc. et al.</i>	No. 2005-08706 (Orleans Parish, LA)
	<i>Pat Beesley, et al v. International Paper Co. et al.</i>	Case No. 06-703-DRH (S.D. Ill.)
	<i>Perrine, et al. v. E.I. Dupont De Nemours and Company, et al.</i>	01-0631-CA-01 (Harrison C., WV)
	<i>Red Eagle Resources Corporation, Inc., et al. v. Baker Hughes Inc., et al.</i>	Case No. 91-cv-627 (S.D. Tex.)
	<i>Skold, et al. v Intel Corporation, et al.</i>	Case No. 1-05-cv-039231 (County of Santa Clara, CA)
	<i>The People of the State of California v. Rainbow Light Nutritional Systems, LLC, et al.</i>	Case No. 19STCV28214 (Los Angeles County, CA)
	<i>Thomas Geanacopoulos v. Philip Morris USA, Inc.</i>	Civil Action No. 98-6002-BLS1 (MA Superior Court)
	<i>F.T.C. v. CHK Trading Corp.</i>	Case No. 04-cv-8686 (S.D.N.Y.)
	<i>F.T.C. v. Christopher Enterprises, Inc.</i>	Case No. 2:01-cv-0505 (D. Utah)
	<i>F.T.C. v. Conversion Marketing, Inc.</i>	Case No. 04-cv-1264 (C.D. Cal.)
	<i>F.T.C. v. Enforma Natural Products, Inc.</i>	Case No. 00-cv-04376 (C.D. Cal.)
	<i>F.T.C. v. Goen Technologies</i>	FTC File No. 042 3127
	<i>F.T.C. v. Great American Products</i>	Case No. 05-cv-00170 (N.D. Fla.)
	<i>F.T.C. v. Kevin Trudeau, et al.</i>	Case No. 03-cv-3904 (N.D. Ill.)
	<i>F.T.C. v. Latin Hut, Inc.</i>	Case No. 04-cv-0830 (S.D. Cal.)
	<i>F.T.C. v. QT, Inc.</i>	Case No. 03-cv-3578 (N.D. Ill.)
	<i>F.T.C. v. Seasilver USA, Inc.</i>	Case No. 03-cv-0676 (D. Nev.)
	<i>F.T.C. v. Smart Inventions, Inc.</i>	Case No. 04-cv-4431 (C.D. Cal.)
	<i>F.T.C. v. Sunny Health Nutrition Technology & Products, Inc.</i>	Case No. 06-cv-2193 (M.D. Fla.)
Privacy/FCRA Securities	<i>F.T.C. v. United Fitness of America, LLC</i>	Case No. 02-cv-0648 (D. Nev.)
	<i>In Re: Guidant Corp Implantable Defibrillators Products Liability Litigation</i>	Case No. 05-cv-1708 (D. Minn.)
	<i>In re: Nuvaring Products Liability Litigation</i>	08-MDL-1964
	<i>Karen Wright, et al. v. Milan Jeckle</i>	Case No. 98-2-07410-2 (Spokane County, Wash.)
	<i>Mary Plubell, et al. v. Merck and Co., Inc.</i>	Case No. 04-cv-235817 (Jackson County, MO)
	<i>St. Clair, et al. v MRB, et al.</i>	Case No. 12-cv-1572 (D. Minn.)
	<i>Adam C. Kassab , et al. v. Francis D. John, et al.</i>	Case No. 2:16-cv-00613-AJS (W.D. Pa.)
	<i>Alan Freberg, et al. v. Merrill Corporation, et al.</i>	Case No. 99-cv-010063 (D. Minn.)
	<i>Anderson v. Investors Diversified Services</i>	Case No. 4:79-cv-266 (D. Minn.)
	<i>Arkansas Teacher Retirement System, et al. v. Insulet Corp., et al.</i>	Civil Action No. 15-12345-MLW (D. Mass)
	<i>Bottlebrush Investments, LP, et al. v. The Lambveth Company, et al.</i>	Case No BC 407967 (County of Los Angeles, CA)
	<i>Charter Township Of Clinton v. OSI Restaurants</i>	Case No. 06-CA-010348 (Hillsborough County, Fla.)
	<i>Christopher Carmona, et al. v. Henry I. Bryant, et al. (Albertson's Securities Litigation)</i>	Case No. 06-cv-01251 (Ada County, Idaho)
	<i>Daryl L. Cooper, et al. v. Miller Johnson Steichen Kinnard, Inc.</i>	Case No. 02-cv-1236 (D. Minn.)
	<i>Dutton v. Harris Stratex Networks, Inc. et al</i>	08-cv-00755-LPS (D. Del.)



Practice Area	Engagement	Citation
	<i>Edith Gottlieb v. Xcel Energy, Inc., et al.</i>	Case No. 02-cv-2931 (D. Minn.)
	<i>Family Medicine Specialists, et al. v. Abatix Corp., et al.</i>	Case No. 3:04-cv-872B (N.D. Tex.)
	<i>Fisk, et al. v. H&R Block Inc., et al.</i>	1216-CV20418 (Jackson County, MO)
	<i>Friedman, et al. v. Penson Worldwide, Inc.</i>	11-cv-02098 (N.D. Tex.)
	<i>In Re Allergan PLC Securities Litigation</i>	Case No.: 18cv12089-CM-GWG (S.D. NY)
	<i>In re FX Energy Stockholders Litigation</i>	Case No. A-15-726409-B (Clark County, NV)
	<i>In Re Regulix Therapeutics Inc. Securities Litigation</i>	3:17-cv-00182 BTM-RBB (S.D. CA)
	<i>In Re Universal Health Services, Inc. Derivative Litigation</i>	Case No.: 2:17cv02187 (E.D. PA)
	<i>In Re: American Adjustable Rate Term Trust Securities Litigation</i>	Case No. 4:95-cv-666 and 4:95-cv-667 (D. Minn.)
	<i>In Re: Ancor Communications, Inc Securities Litigation</i>	Case No. 97-cv-1696 (D. Minn.)
	<i>In Re: Asia Pulp & Paper Securities Litigation</i>	Case No. 01-cv-7351 (S.D.N.Y.)
	<i>In Re: Bayer AG Securities</i>	Case No. 03-cv-1546 (S.D.N.Y.)
	<i>In Re: Bio-One Securities Litigation</i>	Case No. 05-cv-1859 (M.D. Fla.)
	<i>In Re: Bioplasty Securities Litigation</i>	Case No. 4:91-cv-689 (D. Minn.)
	<i>In Re: Citi-Equity Group, Inc. Securities Litigation</i>	Case No. 94-cv-012194 (D. Minn.)
	<i>In Re: Citi-Equity Group, Inc., Limited Partnerships Securities Litigation</i>	MDL No. 1082 (C.D. Cal.)
	<i>In Re: Control Data Corporation Securities Litigation</i>	Case No. 3:85-cv-1341 (D. Minn.)
	<i>In Re: Cray Research Securities Litigation</i>	Case No. 3:89-cv-508 (D. Minn.)
	<i>In re: CV Sciences, Inc. Securities Litigation</i>	Case No.: 2:18cv01602-JAD-BNW (D. NV)
	<i>In Re: Cybex International Securities Litigation</i>	No. 653794/2012 (County of New York, NY)
	<i>In Re: E.W. Blanch Holdings, Inc. Securities Litigation</i>	Case No. 01-cv-258 (D. Minn.)
	<i>In Re: Encore Computer Corporation Shareholder Litigation</i>	Case No. 16044 (New Castle County, Del.)
	<i>In Re: EVCI Career Colleges Holding Corp Securities Litigation</i>	Case No. 05-cv-10240 (S.D.N.Y.)
	<i>In Re: Flight Transportation</i>	MDL No. 517 (D. Minn.)
	<i>In Re: Frontier Oil Corporation</i>	Case No. 2011-11451 (Harris County, Tex.)
	<i>In Re: HeartWare International, Inc. Securities Litigation</i>	No. 1:16-cv-00520-RA (S.D.N.Y.)
	<i>In Re: Hennepin County 1986 Recycling Bond Litigation</i>	Case No. 92-cv-22272 (D. Minn.)
	<i>In Re: McCleodUSA Incorporated Securities Litigation</i>	Case No. 02-cv-0001 (N.D. Iowa)
	<i>In Re: McKesson HBOC, Inc. Securities Litigation</i>	Case No. 99-cv-20743 (N.D. Cal.)
	<i>In Re: Merrill Lynch & Co., Inc. Securities Derivative and ERISA Litigation</i>	07-cv-9633 (S.D.N.Y.)
	<i>In Re: Merrill Lynch Research Reports Securities Litigation</i>	Case No. 02-md-1484 (S.D.N.Y.)
	<i>In Re: Micro Component Technology, Inc. Securities Litigation</i>	Case No. 4:94-cv-346 (D. Minn.)
	<i>In Re: National City Corp. Securities, Derivative and Erisa Litig.</i>	MDL No. 2003 (N.D. Ohio)
	<i>In Re: New Century</i>	No. 07-CV-0931 (C.D. Cal.)
	<i>In Re: Novastar Financial, Inc. Securities Litigation</i>	Case No. 04-cv-0330 (W.D. Mo.)
	<i>In Re: OCA, Inc. Securities and Derivative Litigation</i>	Case No. 05-cv-2165 (E.D. La.)
	<i>In Re: Raytheon Company Securities Litigation</i>	Case No. 99-cv-12142 (D. Mass.)
	<i>In Re: Reliance Group Holdings, Inc. Securities Litigation</i>	Case No. 00-cv-4653 (S.D.N.Y.)



Practice Area	Engagement	Citation
	<i>In Re: Retek Inc Securities Litigation</i>	Case No. 02-cv-4209 (D. Minn.)
	<i>In Re: Salomon Analyst Metromedia Litigation</i>	Case No. 02-cv-7966 (S.D.N.Y.)
	<i>In re: Sauer-Danfoss, Inc. Stockholder Litigation</i>	C.A. No. 8396-VCL (Court of Chancery of the State of Delaware)
	<i>In Re: Scimed Life Systems, Inc. Shareholders Litigation</i>	Case No. 94-mc-17640 (D. Minn.)
	<i>In Re: Sourcecorp Securities Litigation</i>	Case No. 04-cv-02351 (N.D. Tex.)
	<i>In re: Spectrum Pharmaceuticals Securities Litigation</i>	Case No. 2:13-cv-00433-LDG (D. Nev.)
	<i>In Re: SS&C Technologies, Inc. Shareholders Litigation</i>	Case No. 05-cv-1525 (D. Del.)
	<i>In re: SunEdison, Inc. Securities Litigation</i>	Case No. 1:16-md-2742-PKC (S.D.N.Y.)
	<i>In Re: Tellium Inc Securities Litigation</i>	Case No. 02-cv-5878 (D. N.J.)
	<i>In Re: The Sportsman's Guide, Inc. Litigation</i>	Case No. 06-cv-7903 (D. Minn.)
	<i>In Re: Tonka Corporation Securities Litigation</i>	Case No. 4:90-cv-002 (D. Minn.)
	<i>In Re: Tonka II Securities Litigation</i>	Case No. 3:90-cv-318 (D. Minn.)
	<i>In Re: Tricord Systems, Inc. Securities Litigation</i>	Case No. 3:94-cv-746 (D. Minn.)
	<i>In Re: VistaCare, Inc. Securities Litigation</i>	Case No. 04-cv-1661 (D. Ariz.)
	<i>In Re: Williams Securities Litigation</i>	Case No. 02-cv-72(N.D. Okla.)
	<i>In Re: Xcel Energy, Inc. Securities Litigation</i>	Case No. 02-cv-2677 (D. Minn.)
	<i>In Re: Xcelera.Com Securities Litigation</i>	Case No. 00-cv-11649 (D. Mass.)
	<i>In Re: Xybernaut Corp. Securities MDL Litigation</i>	Case No. 05-mdl-1705 (E.D. Va.)
	<i>In the Matter of BKS Advisors, LLC</i>	SEC Admin. Proc. File No. 3-18648
	<i>In the Matter of Covia Holdings Corp. and Fairmount Santrol Holdings Inc.</i>	SEC Admin. Proc. File No. 3-20163
	<i>In the Matter of David F. Bandimere</i>	SEC Admin. Proc. AP No. 3-15124
	<i>In the Matter of deVere USA, Inc.</i>	SEC Admin. Proc. File No. 3-18527
	<i>In the Matter of Fiat Chrysler Automobiles N.V.</i>	SEC Admin. Proc. AP No. 3-200092
	<i>In the Matter of Focus Media Holding Limited, et al.</i>	SEC Admin. Proc. File No. 3-16852
	<i>In the Matter of Frontier Wealth Management, LLC, et al.</i>	SEC Admin. Proc. AP No. 3-20526
	<i>In the Matter of Howard Richards and In the Matter of James Goodland, et al.</i>	Admin. Proc. Files No. 3-16877 and 3-16878
	<i>In the Matter of James Goodland and Securus Wealth Management, LLC</i>	SEC Admin. Proc. File No. 3-16878
	<i>In the Matter of JL Capital Management</i>	SEC Admin. Proc. File No. 3-18171
	<i>In the Matter of Morgan Stanley Smith Barney LLC</i>	SEC Admin. Proc. AP No. 3-19793
	<i>In the Matter of Nikola Corporation</i>	SEC Admin. Proc. AP No. 3-20687
	<i>In the Matter of Ross, Sinclair & Associates, LLC, et al.</i>	SEC Admin. Proc. File No. 3-17315
	<i>In the Matter of Securities America Advisors, Inc.</i>	SEC File No.: 3-20381
	<i>In the Matter of ShipChain, Inc.</i>	SEC Admin. Proc. AP No. 3-20185
	<i>In the Matter of SICA Wealth Management, LLC and Jeffrey C. Sica</i>	SEC Administrative Proceeding File No. 3-19716
	<i>In the Matter of Signator Investors, Inc, et al.</i>	SEC Admin. Proc. AP No. 3-16753
	<i>In the Matter of William D. King, CPA</i>	SEC Administrative Proceeding File No. 3-19991
	<i>Inchen Huang v Assertio Therapeutics, Inc.</i>	Case No.: 4:17cv04830-JST (N.D. Cal.)
	<i>Ivy Shipp, et al. v. Nationsbank Corp.</i>	19,002 (TX 12th Jud Dist)



Practice Area	Engagement	Citation
	<i>Karl E. Brogen and Paul R. Havig, et al. v. Carl Pohlad, et al.</i>	Case No. 3:93-cv-714 (D. Minn.)
	<i>Kevin D. Mayer et al. v. United Microelectronics Corporation</i>	19-cv-02304 (S.D. N.Y.)
	<i>Lori Miller, et al. v. Titan Value Equities Group Inc., et al.</i>	Case No. 94-mc-106432 (D. Minn.)
	<i>Makor Issues & Rights, Ltd., et al. v. Tellabs, Inc., et al.</i>	02-C-4356 (N.D. Ill.)
	<i>Montoya, et al. v. Mamma.com, Inc., et al.</i>	Case No. 1:05-cv-02313 (S.D.N.Y.)
	<i>Norwood v Lee, et al.</i>	C.A. No.: 2018-0056-KSJM Court of Chancery of the State of Delaware
	<i>Partridge v GreenStar Agricultural Corporation, et al.</i>	Ontario Superior Court of Justice (Toronto Region)
	<i>Paskowitz v James J. Hill</i>	Case No. 715541/2018 (Queens County, NY)
	<i>Resendes, et al.; Maher, et al.; Hawkins, et al.; Schooley, et al. v. Thorp, et al.</i>	Case No. 84-cv-03457, 84-cv-11251, 85-cv-6074, 86-cv-1916L (D. Minn.)
	<i>Richard Donal Rink, et al. v. College Retirement Equities Fund</i>	No. 07-CI-10761, (Jefferson County, KY)
	<i>Robert Trimble, et al. v. Holmes Harbor Sewer District, et al.</i>	Case No. 01-2-00751-8 (Island County, Wash.)
	<i>Sandi Roper, et al. v. SITO Mobile, Ktd., et al.</i>	NO. 2:17-CV-01106-ES-MAH (D.N.J.)
	<i>Securities and Exchange Commission v. A Chicago Convention Center, LLC, et al.</i>	Civil No. 13-cv-00982 (N.D. Ill.)
	<i>Securities and Exchange Commission v. AIMSI Technologies, Inc., et al.</i>	05 CV 4724 (LLS) (S.D.N.Y.)
	<i>Securities and Exchange Commission v. Alderson et al.</i>	No. 18-04930 (S.D.N.Y.)
	<i>Securities and Exchange Commission v. Al-Raya Investment Company, et. al.</i>	No. 109-CV-6533
	<i>Securities and Exchange Commission v. Arista Power, Inc., et al.</i>	Case No. 17-cv-04598 (S.D.N.Y.)
	<i>Securities and Exchange Commission v. Bowser, et al.</i>	Case No. 2:20-cv-00918-TS (D. Utah)
	<i>Securities and Exchange Commission v. Broadwind Energy, Inc.</i>	Case No.: 1:15cv01142 (N.D. IL)
	<i>Securities and Exchange Commission v. Broadwind Energy, Inc. et al.</i>	Civ. Act. No. 1:15-cv-01142 (N.D. Ill.)
	<i>Securities and Exchange Commission v. CKB168 Holdings Ltd., et al.</i>	Civil Action No. 1:13-cv-5584 (E.D.N.Y.)
	<i>Securities and Exchange Commission v. Colonial Tidewater Realty Income Partners, LLC</i>	1:15-cv-2401 (D. MD)
	<i>Securities and Exchange Commission v. Harrison Katzen</i>	Case No. 16-cv-06606 (E.D.N.Y.)
	<i>Securities and Exchange Commission v. Intercontinental Regional Center Trust of Chicago, LLC</i>	Civil Action No. 13-cv-982 (N.D. Ill.)
	<i>Securities and Exchange Commission v. Jay Daniel Seinfeld, et al.</i>	Case Number: 1:19-cv-910 (W.D. Tex.)
	<i>Securities and Exchange Commission v. McDermott</i>	Civ. Act. No. 19-04229-JFL (E.D. Pa.)
	<i>Securities and Exchange Commission v. MMR Investment Bankers LLC dba MMR, Inc.</i>	SEC Admin. Proc. File No. 3-16753 and 3-16754
	<i>Securities and Exchange Commission v. Myron Weiner</i>	11-CV-05731 (E.D.N.Y.)
	<i>Securities and Exchange Commission v. Rockford Funding Group, LLC, et al.</i>	09-10047 (S.D.N.Y.)
	<i>Securities and Exchange Commission v. Seaforth Meridian, Ltd., et al.,</i>	CA No. 5:06-cv-04107 (D.Kan)
	<i>Securities and Exchange Commission v. Swapnil J. Rege, et al.</i>	3:21-CV-19313-ZNQ-TJB (DNJ)
	<i>Securities and Exchange Commission v. United American Ventures, LLC, et al.</i>	Case No. 10-cv-00568-JCH-LFG (D.N.M.)
	<i>Securities and Exchange Commission v. Westport Capital Markets</i>	Case No. 2:21-CV-19313-ZNQ-TJB (DNJ)
	<i>Superior Partners, et al. v. Rajesh K. Soin, et al.</i>	Case No. 08-cv-0872 (Montgomery County, Ohio)
	<i>Svenningsen, et al. v. Piper Jaffray & Hopwood, et al.</i>	Case No. 3:85-cv-921 (D. Minn.)
	<i>Three Bridges Investment Group, et al. v. Honeywell, et al.</i>	Case No. 88-cv-22302 (D. Minn.)
	<i>Tietz v Bridgemark Financial Corp.</i>	Action No.: S-197731 The Supreme Court of British Columbia
	<i>United States of America v. George David Gordon</i>	Case No. 4:09-cr-00013-JHP-1 (N.D. Okla.)



Practice Area	Engagement	Citation
Test Score	<i>United States of America v. Zev Saltsman</i>	Case No. 04-cv-641 (E.D.N.Y.)
	<i>William Steiner, et al. v. Honeywell, Inc. et al.</i>	Case No. 4:88-cv-1102 (D. Minn.)
	<i>David Andino, et al. v. The Psychological Corporation, et al.</i>	Case No. A457725 (Clark County, Nev.)
	<i>Frankie Kurvers, et al. v. National Computer Systems</i>	No. MC00-11010 (Hennepin County, Minn)

EXHIBIT 4

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8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF SACRAMENTO**

11 KONNOR ROBISON-WILLIAMS,
12 individually and on behalf of all others
13 similarly situated,

14 Plaintiff,

15 v.

16 VISIONARY INTEGRATION
17 PROFESSIONALS,

18 Defendant.

Case No. 24CV012543

**DECLARATION OF KONNOR
ROBISON-WILLIAMS IN SUPPORT
OF UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

1 I, KONNOR ROBISON-WILLIAMS, declare as follows:

2 1. I am a resident of the State California and the County of Sacramento. I have
3 personal knowledge of the facts set forth in this declaration and could testify competently to them
4 if called upon to do so. I hereby file this Declaration in Support of Plaintiff's Unopposed Motion
5 for Preliminary Approval of Class Action Settlement.

6 2. I am a former employee of Visionary Integration Professionals, LLC ("Defendant"
7 or "VIP") and was employed by VIP until 2023. To obtain employment with VIP, I was required
8 to provide VIP with my personally identifiable information ("PII"), including my name, Social
9 Security number, driver's license number, and date of birth.

10 3. In or about April of 2024, I received a letter from VIP informing me that it had
11 experienced a Data Incident and that my PII was impacted. Prior to receiving the notice, I had
12 assumed that VIP would properly secure my PII from unauthorized access.

13 4. After receiving confirmation that my information was compromised in the Data
14 Incident, I sought out representation and spoke with experienced attorneys at Milberg, Coleman,
15 Bryson, Phillips, Grossman, PLLC ("Milberg") to determine if I would retain them to handle my
16 case.

17 5. During the course of my initial conversation with Milberg, counsel explained to me
18 what a class action representative was. I was also informed that, if I were to become a class action
19 representative, I would be required to put the interests of the class ahead of my own personal
20 interests. I was also informed that I would have an obligation to ensure that Milberg was acting
21 in the best interests of the class at all times.

22 6. Armed with this information, I agreed to be a class representative in this case and
23 to undertake these responsibilities. I have, to the best of my ability, performed these duties in this
24 case.

1 7. On June 24, 2024, I filed, by and through my attorneys, on my behalf and on behalf
2 of similarly situated individuals, a class action complaint for injuries arising from the Data
3 Incident. Prior to filing, I provided information to my attorneys to be included in the complaint,
4 provided documents (including a copy of the Notice of Data Breach letter sent to me), discussed
5 the nature of the litigation and legal theories of the case, and reviewed the Complaint.

6 8. During the pendency of this case, counsel has kept me informed about the progress
7 of the case. I estimate that I have spent approximately thirteen (13) hours of my time on this
8 litigation to date. Among other things, I have spent time: researching my rights and those of the
9 putative class; regularly communicating with counsel during the pendency of the litigation;
10 producing relevant documents and information; reviewing pleadings filed in the action; and
11 communicating with my attorneys about the settlement and the Settlement Agreement and the
12 effort to have the Court approve the settlement. I expect to spend additional time in this case as I
13 am committed to seeing this litigation through to final approval and judgment.

14 9. I believe that the Settlement is an excellent result for Class Members. All victims
15 of the Data Breach will be eligible to make a claim for lost time at \$20 an hour for up to four
16 hours, up to \$1,000.00 for out of pocket losses attributable to the Data Incident, and two years of
17 identity-theft protection and credit monitoring services. California residents are also able to claim
18 a payment of \$100 in recognition of their release of claims under the CCPA.

19 10. I have fairly represented the absent Class Members and herein request that the Court
20 preliminarily approve this settlement. I have maintained the best interests of the Class while
21 performing my class representative duties.

22 11. I understand that counsel will request that the Court award me a Service Award of
23 \$1,500 to be paid by VIP independent of the settlement funds available to the class. By serving
24 as the Class Representative in this action, I bore a certain amount of risk that other Class Members
25 did not bear, in addition to the time I spent participating in the prosecution of this case. As a
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1 former employee of VIP who is bringing legal action against his former employer, I took a risk
2 that my future employment opportunities may be affected by coming forward and filing this class
3 action. As a result of my stepping forward and conducting a pre-suit investigation, however, Class
4 Members will receive the benefits of the Settlement.

5 12. Counsel has informed me in writing that there is no agreement to split any
6 attorneys' fees recovered in this case.

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

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10 Dated: January 16, 2025

11 /s/ Konnor J. Robison-Williams
12 Konnor Robison-Williams
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John J. Nelson (SBN 317598)
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
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San Diego, CA 92101
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*Attorney for Plaintiff and the Proposed
Settlement Class*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO**

KONNOR ROBISON-WILLIAMS, individually
and on behalf of all others similarly situated,

Plaintiff,

v.

VISIONARY INTEGRATION
PROFESSIONALS,

Defendant.

Case No. 24CV012543

**NOTICE OF UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Department 23

Hearing Date: April 11, 2025
Hearing Time: 9:00 a.m.
Reservation No.: A-12543-001

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that, pursuant to California Rule of Court 3.769, on April 11, 2025 at 9:00 a.m. or as soon as the matter may be heard before the Honorable Jill H. Talley, at the Superior Court for the County of Sacramento, located at 790 9th Street, Sacramento, California, Plaintiff Konnor Robison-Williams ("Plaintiff") hereby moves for entry of an Order:

1. Granting preliminary approval of the proposed class action Settlement Agreement between Plaintiff and Defendant Visionary Integration Professionals ("VIP" or "Defendant"), attached as **Exhibit 2** to the Declaration of John J. Nelson in Support of Unopposed Motion for Preliminary Approval of Class Action Settlement, filed concurrently herewith;

1 2. Approving the Notice Program set forth in Declaration of Settlement Administrator
2 Analytics, LLC In Support of Plaintiffs' Motion for Preliminary Approval of Class Action
3 Settlement, attached as **Exhibit 3** to the Nelson Declaration filed concurrently herewith;

4 3. Directing commencement of Notice;

5 4. Appointing Analytics, LLC as Claims Administrator;

6 5. Conditionally certifying the Settlement Class for settlement purposes only;

7 6. Provisionally appointing Konnor Robison-Williams as Class Representative;

8 7. Provisionally appointing Milberg Coleman Bryson Phillips Grossman, PLLC as
9 Settlement Class Counsel;

10 8. Approving the form and content of the Claim Form, Long Form Notice, and Short
11 Form Notice attached to the Settlement Agreement as Exhibits A through C, respectively;

12 9. Staying the Litigation or otherwise adjourning litigation deadlines pending Final
13 Approval of the Settlement; and

14 10. Scheduling a Final Approval Hearing to consider entry of a final order approving
15 the Settlement, final certification of the Settlement Class for settlement purposes only, and the
16 request for attorneys' fees, costs, and expenses, and a service award to the Class Representative.

17 This Notice of Motion and Unopposed Motion for Preliminary Approval of Class Action
18 Settlement and Conditional Approval of Settlement Class for Settlement Purposes Only ("Motion")
19 is based upon: (1) the averments in this Motion; (2) the Memorandum; (3) the Declaration of John
20 J. Nelson and Exhibits thereto, filed concurrently herewith; (5) the Declaration of Plaintiff in
21 Support of Plaintiff's Unopposed Motion for Preliminary Approval; (6) the Declaration of Richard
22 W. Simmons of Settlement Analytics, LLC; (7) the [Proposed] Order Preliminarily Approving
23 Class Action Settlement; and (8) the complete file and record in this action and such oral argument
24 as the Court may consider in deciding this Motion.

25 WHEREFORE, premises considered, Plaintiff respectfully requests this Court grant his
26 Unopposed Motion for Preliminary Approval of Class Action Settlement.

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2 Dated: January 22, 2025

Respectfully submitted,

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John J. Nelson (SBN 317598)
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Attorneys for Plaintiff and the Proposed Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO**

KONNOR ROBISON-WILLIAMS,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

VISIONARY INTEGRATION
PROFESSIONALS, LLC,

Defendant.

Case No. 24CTV012543

**[PROPOSED] ORDER GRANTING
PLAINTIFF’S UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

WHEREAS, Plaintiff Konnor Robison-Williams (“Plaintiff” or “Representative Plaintiff”), individually and on behalf of all others similarly situated (the “Settlement Class”), and Defendant Visionary Integration Professionals, LLC (“VIP,” “Defendant” and, collectively with Plaintiff, the “Settling Parties”) have entered into a Class Action Settlement Agreement and Release (the “Class Settlement Agreement” or “S.A.”) resolving the Litigation,¹ subject to Court approval;

WHEREAS, Plaintiff alleges that a third-party threat actor allegedly gained unauthorized access to VIP’s systems and may have accessed and acquired files containing the

¹ The capitalized terms used in this Preliminary Approval Order shall have the same meaning as defined in the Class Settlement Agreement, except as may otherwise be indicated.

1 personal identifiable information (“PII”) of certain current and former Rusnak employees,
2 including their names and Social Security numbers. VIP notified approximately 3,431
3 individuals of the Data Incident in or about April 2024, including Representative Plaintiff.

4 WHEREAS, Plaintiff filed the instant action on June 4, 2024 in Sacramento County
5 Superior Court, regarding the Data Incident.

6 WHEREAS, this Litigation was settled, after several months of arm’s-length
7 negotiations between counsel well experienced in class action litigation, investigation, and
8 informal discovery sufficient to permit counsel to act knowingly;

9 WHEREAS, Plaintiff has moved the Court for entry of an order preliminarily approving
10 the Settlement, conditionally certifying the Settlement Class for settlement purposes only, and
11 approving the form and method of notice upon the terms and conditions set forth in the
12 Settlement, together with all exhibits thereto;

13 WHEREAS, VIP denies any and all alleged wrongdoing and denies any liability to
14 Plaintiff, to members of the putative class, or to members of the Settlement Class; and

15 WHEREAS, the Court having considered the Settlement, together with all exhibits
16 thereto, the records in this case, and the arguments of counsel and for good cause appearing,
17 hereby orders as follows:

18 **I. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS**

19 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement is GRANTED.

20 1. The terms defined in the Class Settlement Agreement shall have the same
21 meaning in this Order Granting Preliminary Approval of Class Action Settlement (“Preliminary
22 Approval Order”).

23 2. Having made the findings set forth below, the Court conditionally certifies the
24 following class for settlement purposes only under California Civil Procedure Code Section
25 382:

26 all individuals in the United States sent a notice of the Data Incident, including,
27 but not limited to, the California Settlement Subclass.

1 The Settlement Class is estimated to contain 3,432 members. The Court further
2 conditionally certifies the following California Subclass, which is estimated to contain 685
3 members:

4 all individuals who were sent notice of the Data Incident who currently reside in
5 the State of California.

6 Excluded from the Settlement Class and California Settlement Subclass are: (i) VIP and
7 VIP's parents, subsidiaries, affiliates, officers and directors, and any entity in which VIP has a
8 controlling interest; (ii) all individuals who make a timely election to be excluded from this
9 proceeding using the correct protocol for opting out; (iii) the attorneys representing the Parties
10 in the Litigation; (iv) all judges assigned to hear any aspect of the Litigation, as well as their
11 immediate family members; and (v) any person found by a court of competent jurisdiction to
12 be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident, or who
13 pleads *nolo contendere* to any such charge.

14 3. For settlement purposes only, with respect to the Settlement Class, the Court
15 preliminary finds the prerequisites for a class action pursuant to California Code of Civil
16 Procedure Section 382 have been met, in that: (a) the Settlement Class is so numerous that
17 joinder of all individual Settlement Class members in a single proceeding is impracticable; (b)
18 questions of law and fact common to all Settlement Class Members predominate over any
19 potential individual questions; (c) the claims of the Plaintiff are typical of the claims of the
20 Settlement Class; (d) Plaintiff and proposed Settlement Class Counsel will fairly and adequately
21 represent the interests of each Settlement Class Member; and (e) a class action is the superior
22 method to fairly and efficiently adjudicate this controversy. *See* Cal. Civ. Proc. Code § 382.

23 4. The Court hereby appoints Konnor Robison-Williams as Representative
24 Plaintiff for the Settlement Class.

25 5. The Court hereby appoints Milberg Coleman Bryson Phillips Grossman, PLLC
26 as Settlement Class Counsel.

1 **II. PRELIMINARY APPROVAL**

2 6. The terms of the Settlement, including its proposed release, are preliminarily
3 approved as within the range of fair, reasonable, and adequate terms of settlement, and are
4 sufficient to warrant providing notice of the Settlement to the Settlement Class in accordance
5 with the Notice Program, and are subject to further and final consideration at the Final Approval
6 Hearing provided for below.

7 7. In making this determination, the Court considered the fact that the Settlement
8 is the product of arm's-length, good faith negotiations and conducted by experienced and
9 knowledgeable counsel, the current posture of the Litigation, the benefits of the Settlement to
10 the Settlement Class, and the risk and benefits of continuing litigation to the Settling Parties and
11 the Settlement Class.

12 8. As provided for in the Settlement, if the Court does not grant final approval of
13 the Settlement or if the Settlement is terminated or cancelled in accordance with its terms, then
14 the Settlement, and the conditional certification of the Settlement Class for settlement purposes
15 only provided for herein, will be vacated and the Litigation shall proceed as though the
16 Settlement Class had never been conditionally certified for settlement purposes only, with no
17 admission of liability or merit as to any issue, and no prejudice or impact as to any of the Settling
18 Parties' positions on the issue of class certification or any other issue in the case.

19 **III. NOTICE OF THE SETTLEMENT TO THE SETTLEMENT CLASS**

20 9. The Court appoints Analytics, LLC as the Claims Administrator. The
21 responsibilities of the Claims Administrator are set forth in the Class Settlement Agreement.

22 10. The Court has considered the notice provisions of the Settlement, the Notice
23 Program set forth in the Class Settlement Agreement, and the Short Notice and Long Notice,
24 attached as **Exhibits B and C** to the Class Settlement Agreement, respectively. The Court finds
25 that the direct mailing of notice in the manner set forth in the Notice Program is the best notice
26 practicable under the circumstances, constitutes due and sufficient notice of the Settlement and
27 this Preliminary Approval Order to all persons entitled thereto, and is in full compliance with
28

1 applicable law and due process. The Court approves as to form and content the Short Notice
2 and Long Notice in the forms attached as **Exhibits B and C** to Class Settlement Agreement,
3 respectively.

4 11. The Settling Parties are ordered to give notice to all Settlement Class Members
5 in accordance with California Rule of Court, Rule 3.771(b). The Court orders the Claims
6 Administrator to commence the Notice Program following entry of this Preliminary Approval
7 Order in accordance with the terms of the Settlement.

8 **IV. REQUESTS FOR EXCLUSION FROM THE SETTLEMENT CLASS**

9 12. Each person wishing to exclude themselves from the Settlement Class must
10 individually sign and timely submit written notice of such intent to the designated Post Office
11 box established by the Claims Administrator.

12 13. The Request for Exclusion must be a substantially completed and properly
13 executed written request that is timely delivered to the Claims Administrator by a Settlement
14 Class Member and is postmarked or submitted through the settlement website on or before the
15 Opt-Out Deadline, which is 60 days after the Notice Commencement Date.

16 14. All Requests for Exclusion must be submitted individually in connection with a
17 Settlement Class Member, *i.e.*, one request is required for every Settlement Class Member
18 seeking exclusion.

19 15. All persons who opt out of the Settlement Class shall not receive any benefits of
20 or be bound by the terms of the Class Settlement Agreement.

21 16. All persons falling within the definition of the Settlement Class who do not opt
22 out shall be bound by the terms of the Class Settlement Agreement and by all proceedings,
23 orders, and judgments in the Litigation.

24 **V. OBJECTIONS**

25 17. Each Settlement Class Member who does not timely request to be excluded from
26 the Settlement Class may mail a notice of intent to object to the Class Settlement Agreement to
27 the Claims Administrator at its address designated by the Claims Administrator.

1 18. All notices of an intent to object to the Class Settlement Agreement must be
2 written and should include the following information, or substantially the same information as
3 the following: (i) the objector's full name, address, telephone number, and email address (if
4 any); (ii) the case name and docket number; (iii) information identifying the objector as a
5 Settlement Class Member, including proof that the objector is a member of the Settlement Class
6 (e.g., copy of original notice of the Data Incident or a statement explaining why the objector
7 believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the
8 objection, accompanied by any legal support for the objection the objector believes applicable;
9 (v) the identity of all counsel representing the objector in connection with the objection; (vi) a
10 statement whether the objector and/or his or her counsel will personally appear at the Final
11 Approval Hearing; and (vii) the objector's signature or the signature of the objector's duly
12 authorized attorney or other duly authorized representative.

13 19. Notwithstanding the foregoing, any Settlement Class Member who timely
14 submits a written notice of objection and attends the Final Approval Hearing may so state their
15 objection at that time, subject to the Court's approval.

16 20. To be timely, written notice of an objection in the appropriate form must be
17 postmarked no later than the Objection Deadline, which is sixty (60) days after the Notice
18 Commencement Date.

19 21. Except upon a showing of good cause, any Settlement Class Member who fails
20 to substantially comply with the requirements for objecting shall waive and forfeit any and all
21 rights he or she may have to object to the Class Settlement Agreement and shall be bound by
22 all the terms of the Class Settlement Agreement and by all proceedings, orders, and judgments
23 in the Litigation.

24 **VI. THE FINAL APPROVAL HEARING**

25 22. The Court will hold a Final Approval Hearing on _____
26 at ____ [a.m./p.m.], in the Superior Court for the County of Sacramento, to consider: (a)
27 whether certification of the Settlement Class for settlement purposes only should be confirmed;
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(b) whether the Settlement should be approved as fair, reasonable, adequate and in the best interests of the Settlement Class; (c) the application by Settlement Class Counsel for an Attorneys' Fees and Costs Award; (d) the application for Representative Plaintiff's Service Award should be approved; (e) whether the Release of Released Claims as set forth in the Settlement should be provided; (f) whether the Court should enter the [Proposed] Final Order and Judgment Granting Final Approval of Class Action Settlement ("Final Order and Judgment"); and (g) ruling upon such other matters as the Court may deem just and appropriate. The Final Approval Hearing may, from time to time and without further notice to Settlement Class Members be continued or adjourned by order of the Court.

23. No later than 14 days prior to the Objection and Opt-Out Deadlines, Plaintiff and Settlement Class Counsel shall file their Motion for Attorneys' Fees, Costs, and Service Award.

24. No later than 21 days prior to the Final Approval Hearing, Plaintiff shall file his Motion for Final Approval of Class Action Settlement and for Motion for Attorneys' Fees and Expenses Award and/or Incentive Awards. No later than 7 days prior to the Final Approval Hearing, Plaintiff shall file any Reply Brief in Support of Motion for Final Approval of Class Action Settlement and for Award of Attorneys' Fees, Costs, and Plaintiff's Service Award, including as needed to respond to any valid and timely objections. If there is no objection to the Settlement and no additional information necessary to submit to the Court, no Reply Brief is necessary or required.

25. The related time periods for events preceding the Final Approval Hearing are as follows:

<u>Event</u>	<u>Timing</u>
Notice Commencement Date	30 Days after Preliminary Approval
Objection Deadline	60 Days after Notice Commencement Date

<u>Event</u>	<u>Timing</u>
Last Day to Opt-Out	60 Days after Notice Commencement Date
Motion for Attorneys' Fees, Costs, and Service Award	14 Days Prior to Objection and Opt-Out Deadlines
Motion for Final Approval	21 Days Prior to the Final Approval Hearing
Claims Deadline	90 Days after Notice Commencement Date
Reply Papers in Support of Final Approval	7 Days Prior to the Final Approval Hearing
Final Approval Hearing	No Less Than 120 Days after Preliminary Approval, or shortly thereafter

26. All proceedings in the Litigation other than those related to approval of the Class Settlement Agreement are stayed pending entry of the Final Order and Judgment.

27. Any actions brought by Settlement Class Members concerning the Released Claims are stayed pending the Court's entry of the Final Order and Judgment.

IT IS SO ORDERED.

Dated: _____

HON.
JUDGE OF THE SUPERIOR COURT