UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

GRACE GRISSOM, individually and on behalf of those similarly situated,

Plaintiff,

-against-

STERLING INFOSYSTEMS, INC.,

Defendant.

Case No.: 1:20-cv-07948

PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Plaintiff Grace Grissom ("Plaintiff"), individually and on behalf of the proposed Settlement Classes, respectfully moves the Court for preliminary approval of the proposed class action Settlement with Defendant Sterling Infosystems, Inc. ("Defendant"). Plaintiff respectfully requests the Court: (1) preliminarily approve the proposed Settlement, (2) certify the Settlement Classes for settlement purposes, (3) direct notice to be distributed to the Settlement Classes, and (4) schedule a final approval hearing. Defendant does not oppose the relief sought in this Motion.

Dated: February 28, 2023

Respectfully submitted,

s/ E. Michelle Drake

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PLAINTIFF'S MEMORANDUM IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

I. INTRODUCTION

Plaintiff and putative Class Representative Grace Grissom ("Plaintiff"), on behalf of herself and those similarly situated, and Defendant Sterling Infosystems, Inc. ("Sterling" or "Defendant") have settled this Fair Credit Reporting Act ("FCRA") case on a class-wide basis. The Settlement Agreement ("SA" or "Settlement") is attached to the Declaration of E. Michelle Drake ("Drake Decl.") as Exhibit 1. The Settlement provides for meaningful relief for Settlement Class Members and comes after extensive data discovery and analysis. The Settlement was reached after a full day mediation with the assistance of respected mediator Hon. Diane Welsh (Ret.) of JAMS Philadelphia. Plaintiff thus requests, pursuant to Fed. R. Civ. P. 23(e), that the Court preliminarily approve the Settlement, authorize notice be sent to the Settlement Classes, and schedule a final approval hearing.

The Settlement requests the certification of two Settlement Classes. First, Plaintiff requests certification of the "Damages Class" under Fed. R. Civ. P. 23(b)(3). In exchange for a release of claims, Defendant has agreed to pay $2,500,000 into a non-reversionary fund from which payments to Damages Class Members will be made, along with attorneys' fees, costs, a class representative service award, and settlement administration costs. If the anticipated fees, costs, and service award are approved, Damages Class Members are expected to receive checks for between $175-200 each, with a double payment for those Damages Class Members that either (i) disputed information on their consumer reports and where an amended report was issued; or (ii) submit a claim attesting that they were harmed.

The Settlement also seeks certification of an Injunctive Relief Class under Fed. R. Civ. P. 23(b)(2). As a result of this lawsuit, Defendant has agreed to make certain process changes to the policies at issue in the lawsuit. In exchange for this relief, Injunctive Relief Class Members do

not release any claims they may have, but only their ability to bring claims against Defendant as part of a mass or aggregated proceedings. Hybrid injunctive relief and damages settlements are common in FCRA cases and ensure that the allegedly violative practices are changed benefitting the Injunctive Relief Class Members.

The Settlement here is "fair, reasonable, and adequate" and provides meaningful monetary and injunctive relief for Settlement Class Members. Fed. R. Civ. P. 23(e). The Court should enter the proposed Preliminary Approval Order and set a final approval hearing so that Settlement Class Members can be provided with this relief.

II. BACKGROUND

Defendant is a consumer reporting agency that provides, among other services, employment screening reports, which may include criminal records. (Compl. ¶¶ 8-10, ECF No. 1.) As a method of gathering alternative names and addresses regarding a consumer, Defendant offers a Social Security Number trace ("SSN Trace") which assists in obtaining names and addresses associated with the subject of the report. (*Id.* ¶ 27.)

In the litigation, Plaintiff alleged that reliance on SSN Trace information to locate criminal records to include in background checks can be problematic and "is not a reasonable procedure to assure maximum possible accuracy" as required by the FCRA, 15 U.S.C. § 1681e(b). (Compl. ¶¶ 79-85.)

Around September 2019, Plaintiff applied to work as a nanny through Care.com and found a family interested in her services. (*Id.* ¶¶ 35-36.) As part of Care.com's screening process, it obtained a background check from Sterling. (*Id.* ¶ 37.) In generating its report on Plaintiff, Defendant ran an SSN Trace. (*Id.* ¶ 38.) The SSN Trace revealed an "alternative name" of Martell Scott that was associated with Plaintiff. (*Id.* ¶ 40.) As alleged, Plaintiff has no relation to Martell

Scott and Martell Scott is not an alias for Plaintiff. (*Id.* ¶ 41.) The SSN Trace also revealed an address for Martell Scott in Lake Wales, Florida in Polk County. (*Id.* ¶ 42.) Plaintiff has never lived in Polk County or Lake Wales. (*Id.* ¶ 43.) The report included five criminal charges associated with Martell Scott from Polk County, Florida. (*Id.* ¶¶ 44-48.) These charges did not belong to Plaintiff, who has no criminal history. (*Id.* ¶ 49.) Plaintiff disputed the report and an amended report was issued, but by the time the dispute was completed, the position through Care.com was no longer available. (*Id.* ¶¶ 50-54.)

Plaintiff filed suit on September 25, 2020 alleging that Defendant had violated the FCRA, 15 U.S.C. § 1681e(b), for failing to follow reasonable procedures to assure maximum possible accuracy in generating its report on her and those similarly situated. (*Id.*)

Defendant answered the Complaint and denied all material allegations. The case proceeded into discovery. Both sides served written discovery and both sides responded. Defendant produced over 7,000 pages of documents and extensive additional data. In particular, Plaintiff focused her discovery efforts on obtaining the data from Defendant necessary to identify potential class members and demonstrate precisely how Defendant was using the SSN Trace. Negotiations regarding the data production were extensive and involved, with numerous meet-and-confers and voluminous exchanges of information. Plaintiff engaged a database expert to assist in the process, which involved obtaining data from a number of different database platforms. The ultimate data production in this case involved millions of pieces of information that had to be reviewed and analyzed.

After extensive data analysis, the parties agreed to engage in class-based settlement negotiations. The parties attended a mediation session with the Hon. Diane Welsh (Ret.) of JAMS Philadelphia on October 25, 2022. Subsequent to that mediation, the parties continued

negotiations, reaching an agreement in principle on December 13, 2022. The parties' agreement was then formalized in the Settlement Agreement, presented here to the Court for preliminary approval.

III. THE SETTLEMENT AGREEMENT

A. The Settlement Classes.

The Settlement Agreement seeks the certification of two classes: a class for damages under Rule 23(b)(3) and a class for injunctive relief under Rule 23(b)(2). Hybrid class action settlements with both injunctive relief and damages classes are fairly common in the FCRA context and many settlements with similar structures have been approved over the past decade. *See Berry v. Schulman*, 807 F.3d 600 (4th Cir. 2015) (approving FCRA settlement with Rule 23(b)(2) and Rule 23(b)(3) classes); *Stewart v. Early Warning Services, LLC*, No. 18-cv-3277 (D.N.J. June 24, 2020) (approving class settlement with both 23(b)(2) and 23(b)(3) classes where Rule 23(b)(2) class received injunctive relief but did not release individual claims for actual damages); *Stewart v. LexisNexis Risk Data Retrieval Services, LLC*, No. 3:20-cv-903 (E.D. Va. July 27, 2022) (granting final approval for FCRA settlement with both Rule 23(b)(3) and Rule 23(b)(2) classes); *Kelly v. Business Information Group, Inc.*, No. 2:15-cv-6668 (E.D. Pa. Feb. 1, 2019) (granting final approval to hybrid settlement with Rule 23(b)(3) and Rule 23(b)(2) classes).

The Damages Class is defined as:

> All consumers for whom Sterling matched a record included in a consumer report based on a name developed through a SSN Trace from September 25, 2018 through June 4, 2021 wherein the consumer's first name, last name and middle name or middle initial did not exactly match the first name, last name, middle name or middle initial of the record reported; and where the consumer either made a dispute to Defendant regarding the report and an amended report was issued or where a pre-adverse action notice was sent to the consumer regarding the report.

(SA, ¶ 1.12.)

The Damages Class has an estimated 7,469 Members. (*Id.*) For the Damages Class, Defendant will pay $2,500,000 into a non-reversionary settlement fund. (*Id.* ¶ 1.14.) Every Damages Class Member will receive an automatic payment without the need for a claim form. Those Damages Class Members who either (i) disputed their report with Sterling and had an amended report issued; or (ii) submit a Request for an Enhanced Payment, attesting to harm will be eligible to receive an Enhanced Payment. (*Id.* ¶ 4.4.) After deductions for any Court-approved attorneys' fees and costs, class representative service award, and settlement administration costs, the fund will be divided pro rata such that those Damages Class Members who are eligible for an Enhanced Payment will receive twice the amount received by other Damages Class Members. (*Id.*) Depending on the amount of claims and the amount of the fund after Court-approved deductions, it is estimated that every Damages Class Member will receive a payment ranging from $175-200 and those eligible for an Enhanced Payment will receive twice that amount.

In exchange for this monetary relief, Damages Class Members are releasing all claims that were brought or could have been brought in the Complaint. (*Id.* ¶ 9.2.)

The Injunctive Relief Class is defined as:

> All consumers for whom Sterling matched a record included in a consumer report based on a name developed through a SSN trace from September 25, 2018 through June 4, 2021 wherein the consumer's first name, last name and middle name or middle initial did not exactly match the first name, last name, middle name or middle initial of the record reported.

(SA, ¶ 1.28.)

There are approximately 44,658 members of the Injunctive Relief Class. The Injunctive Relief Class is not releasing any claims against Defendant, only the ability to bring claims in a class action or other aggregated proceedings. (*Id.* ¶ 9.5.)

The relief for the Injunctive Relief Class was not negotiated until the amounts paid to the

Damages Class had been agreed upon.

B. Settlement Notice Plan.

After soliciting and reviewing competitive bids, the parties have selected American Legal Claims Services to serve as the Settlement Administrator. The Settlement Administrator will handle the preparation and sending of notices; monitor and track Requests for Enhanced Payments; received and track exclusion requests and objections; implement and maintain the Settlement Website and telephone line; calculate, issue, and send settlement payments; and perform other administrative tasks. (SA ¶ 6.3.) Administration expenses are estimated to be approximately $49,950. (Drake Decl. ¶ 4.)

The parties have agreed to the forms of Notice attached to the Settlement Agreement as Exhibits A-C and E-G. Following receipt of the Class List from Defendant, and prior to sending notice, the Settlement Administrator will use publicly-available resources to confirm and update mailing and email addresses for the Class Members. (SA, ¶ 6.3.) All Damages Class Members shall be sent notice via email and mail, to the extent available. The Settlement Website will allow Damages Class Members to submit Requests for Enhanced Payments. The Settlement Website will also host a Long Form Notice for both the Damages Class and Injunctive Relief Class. (SA, Exs. A, E.) Injunctive Relief Class Members will be sent notice via email, and if a valid email address is unable to be located for the Class Member, they will be sent notice via mail. (*Id.* ¶ 6.3.2.) For forty-five days following the initial sending of notices, the Settlement Administrator will continue efforts to remail any undeliverable notices. (*Id.* ¶¶ 6.9.1, 6.9.3.) Additionally, twenty-one days prior to the Objections and Exclusions Deadline, the Settlement Administrator will email and/or mail reminder notices to those Damages Class Members not yet eligible for an Enhanced Payment. (*Id.* ¶ 6.9.2.) All forms of notice contain information regarding the claims at

issue in the Settlement, the benefits to the Classes, and Class Members' rights and deadlines by which to exercise them. (SA, Exs. A-C, E-G.)

Prior to mailing, the Settlement Administrator will establish the Settlement Website. The Settlement Website will contain, along with the Long Form Notices, answers to frequently asked questions, important dates, the full Settlement Agreement, and additional relevant Court documents (Complaint, Answer, Motion for Preliminary Approval, the Preliminary Approval Order, and other settlement-related filings as they become available), and sections where Class Members can update their contact information and, for Damages Class Members, to submit Requests for Enhanced Payments. (*Id.* ¶¶ 1.54, 6.3.3, 6.7.) Additionally, the Settlement Administrator will establish a toll-free IVR phone line with answers to frequently asked questions, for both Settlement Classes. (*Id.* ¶ 6.7.5.)

C. Objections, Opt Outs & Requests for Enhanced Payment.

The proposed notices inform the Settlement Class Members of their right to object to the Settlement, and for Damages Class Members, the right to opt-out, as well as the deadlines associated with those processes. (SA, Exs. A-C, E-G.) Damages Class Members who choose to opt out must send a written notice to the Settlement Administrator stating the individual's desire to opt out of the Settlement. (*Id.* ¶ 7.2.1.) To object, a Settlement Class Member must mail a written objection to the Settlement Administrator, containing the case name and number, the basis for and an explanation of the objection, and the name, address, telephone number, and email address of the Class Member making the objection. Any objection must be personally signed by the Class Member, and if represented by counsel, by counsel. (*Id.* ¶ 7.3.1.)

D. Attorneys' Fees, Costs, and Class Representative Service Award.

The Settlement Agreement contemplates Class Counsel petitioning the Court for attorneys'

fees on behalf of both the Damages Class and the Injunctive Relief Class. As to the Damages Class, Class Counsel may seek an amount not to exceed one-third of the Damages Class Settlement Fund, as well as documented, customary out-of-pocket costs. (*Id.* ¶ 8.3.) As to the Injunctive Relief Class, Class Counsel may petition for up to $500,000, which would include Class Counsel fees, costs of administration, and a portion of the service award for the Class Representative. (*Id.*) Class Counsel will also petition the Court to approve an amount not to exceed $10,000 as a service payment for the Class Representative. (*Id.* ¶ 8.4.) That amount may be paid from the Damages Class Settlement Fund and or from the amount awarded in connection with the Injunctive Relief Class, or a combination thereof. (*Id.*) Class Counsel will formally petition the Court for these amounts fourteen (14) days prior to the Objection and Exclusion Deadline and the Settlement Administrator will post a copy of the motion papers on the Settlement Website so that Class Members can review them prior to the Deadline. (*Id.* ¶ 10.4.)

Class Counsel prioritized relief for the Classes over the negotiation of attorneys' fees, and also worked to ensure that the attorneys' fees related to the Injunctive Relief Class were not paid entirely out of the recovery for the Damages Class. Neither the attorneys' fees, nor the proposed Class Representative service award were negotiated prior to agreement on relief for the Classes.

IV. ARGUMENT

A. The Settlement Meets the Standard of Fed. R. Civ. P. 23(e).

Approval of a class action settlement "typically occurs in two stages:" first, "preliminary approval—where 'prior to notice to the class, a court makes a preliminary evaluation of fairness,'" and second, "final approval—where 'notice of a hearing is given to the class members, [and] class members and settling parties are provided the opportunity to be heard on the question of final court approval.'" *In re Payment Card Interchange Fee & Merch. Disc. Antitrust Litig.*, 330 F.R.D. 11,

27 (E.D.N.Y. 2019) (quoting *In re LIBOR-Based Fin. Instruments Antitrust Litig.*, No. 11-CV-5450, 2016 WL 7625708, at *2 (S.D.N.Y. Dec. 21, 2016)).

"During the preliminary approval stage, a court 'must review the proposed terms of settlement and make a preliminary determination on the fairness, reasonableness and adequacy of the settlement terms.'" *Id.* (quoting *In re Initial Pub. Offering Sec. Litig.*, 243 F.R.D. 79, 87 (S.D.N.Y. 2007)). The Court must direct notice to the class "if giving notice is justified by the parties' showing that the court will likely be able to: (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal." Fed. R. Civ. P. 23(e)(1)(B).

With respect to whether the settlement likely warrants approval under Rule 23(e)(2), courts consider whether:

> (A) the class representatives and class counsel have adequately represented the class;
>
> (B) the proposal was negotiated at arm's length;
>
> (C) the relief provided for the class is adequate, taking into account:
>
> > (i) the costs, risks, and delay of trial and appeal;
> >
> > (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
> >
> > (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
> >
> > (iv) any agreement required to be identified under Rule 23(e)(3);[1] and
>
> (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2); *see also City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir.

[1] There are no such agreements here.

1974) (listing factors), *abrogated on other grounds by Goldberger v. Integrated Res., Inc.*, 209 F.3d 43 (2d Cir. 2000). In this analysis, "[c]ourts should remain mindful . . . 'of the "strong judicial policy in favor of settlements, particularly in the class action context."'" *In re Payment Card*, 330 F.R.D. at 27 (quoting *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 116 (2d Cir. 2005)).

Courts also analyze certain non-enumerated factors—in the Second Circuit, the *Grinnell* factors—because the factors in Rule 23(e)(2) were intended "not to displace any factor" previously developed by courts to analyze class action settlements "but rather to focus the court and the lawyers on the core concerns of procedure and substance that should guide the decision whether to approve the proposal." Fed. R. Civ. P. 23(e)(2) advisory committee's note to 2018 amendment; *see also In re Namenda Direct Purchaser Antitrust Litig.*, 462 F. Supp. 3d 307, 311-15 (S.D.N.Y. 2020). Many of the *Grinnell* factors are substantively similar to those in Rule 23(e)(2) and may be considered together.[2]

1. The Proposal was Negotiated at Arms-Length and Class Counsel and the Class Representative Have Adequately Represented the Class.

The first two factors in Rule 23(e)(2) concern the procedural fairness of the settlement. Fed. R. Civ. P. 23(e)(2) advisory committee's note to 2018 amendment; *Namenda*, 462 F. Supp. 3d at 311. "A presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arm's-length negotiations between experienced, capable counsel." *Puddu v. 6D Glob. Techs., Inc.*, No. 15-CV-8061 (AJN), 2021 WL 1910656, at *4 (S.D.N.Y. May 12, 2021) (quoting *Wal-Mart*, 396 F.3d at 116). There is also "a presumption of fairness when a settlement

[2] Specifically, the first, fourth, fifth, eighth, and ninth *Grinnell* factors are largely the same as the analysis under Rule 23(e)(2). These factors are, respectively: the complexity, expense, and likely duration of the litigation; the risk of establishing liability; the risk of establishing damages; the range of reasonableness of the settlement fund in light of the best possible recovery; and the range of reasonableness of the settlement fund in light of all the attendant risks of litigation. *See Namenda*, 462 F. Supp. 3d at 311-15.

is reached with the assistance of a mediator." *Id.*; *see also In re PaineWebber Ltd., P'ships Litig.*, 171 F.R.D. 104, 125 (S.D.N.Y. 1997), *aff'd*, 117 F.3d 721 (2d Cir. 1997).

Here, the Settlement has that presumption of fairness because it was reached with the assistance of an experienced mediator, Judge Diane M. Welsh (Ret.), who held a mediation session with the parties on October 25, 2022. After the mediation, the parties continued negotiations and were able to reach an agreement in principle on December 13, 2022, just prior to a second scheduled mediation. The parties subsequently engaged in two additional months of negotiations to reach a final formal agreement. The negotiations were at arms-length, *see* Fed. R. Civ. P. 23(e)(2)(B), and, as discussed further below, counsel for both sides are experienced in FCRA class actions.

Discovery in the case was thorough, with Defendant producing over 7,000 pages of documents as well as a substantial amount of data that was thoroughly reviewed and analyzed with expert assistance. Plaintiff also responded to written discovery and produced documents. Enough discovery was completed that the parties were adequately informed about the strengths and weaknesses of the case. *See, e.g., D'Amato v. Deutsche Bank*, 236 F.3d 78, 87 (2d Cir. 2001) (affirming settlement approval when "although no formal discovery had taken place, the parties had engaged in an extensive exchange of documents and other information"). Hence, this Settlement bears the hallmarks of procedural fairness. *See McReynolds v. Richards-Cantave*, 588 F.3d 790, 804 (2d Cir. 2009) (holding that a settlement was procedurally fair because it was the product of arms-length negotiations between experienced counsel after substantial discovery).

Furthermore, the Class Representative and Class Counsel have adequately represented the Classes. *See* Fed. R. Civ. P. 23(e)(2)(A). Plaintiff performed all the duties of a class representative, including producing documents, responding to written discovery, and assisting

counsel with the progress of the litigation. (Drake Decl. ¶ 5.) For settlement, "the focus at this point is on the actual performance of counsel acting on behalf of the class." Fed. R. Civ. P. 23(e)(2) advisory committee's note to 2018 amendment. Class Counsel has been litigating FCRA class actions for over a decade and E. Michelle Drake and John Albanese are two of the preeminent FCRA litigators in the country. (Drake Decl. ¶¶ 6-15.) Here, Class Counsel vigorously pursued discovery, and have achieved a settlement wherein Defendant is changing the practices at issue and is providing significant monetary and injunctive relief to Settlement Class Members.

2. The Settlement Provides Significant and Meaningful Relief.

The second two factors in Rule 23(e)(2) concern the substantive adequacy of the settlement. Fed. R. Civ. P. 23(e)(2) advisory committee's note to 2018 amendment. At this stage, the primary pertinent factor is the relief to the class, taking into account "the costs, risks, and delay of trial and appeal." Fed. R. Civ. P. 23(e)(2)(C)(i). "The adequacy of the amount achieved in settlement may not be judged in comparison with the possible recovery in the best of all possible worlds, but rather in light of the strengths and weaknesses of plaintiffs' case." *In re Giant Interactive Grp., Inc. Sec. Litig.*, 279 F.R.D. 151, 162 (S.D.N.Y. 2011) (internal quotation marks omitted). "[W]e must examine whether the settlement amount lies within a range of reasonableness, which range reflects the uncertainties of law and fact in any particular case and the concomitant risks and costs necessarily inherent in taking any litigation to completion." *In re IMAX Sec. Litig.*, 283 F.R.D. 178, 191 (S.D.N.Y. 2012) (internal quotation marks omitted).

a. The Settlement Provides Appropriate Benefits Especially in Light of the Litigation Risks.

Here, the Settlement provides substantial relief for Settlement Class Members. For the Damages Class Members, expected payouts are between $175-200 for Damages Class Members, and twice that amount for those Damages Class Members eligible for an Enhanced Payment.

These are not insignificant amounts and are reasonable recoveries given that the statutory damages range provided by the FCRA is $100 to $1,000 per violation. 15 U.S.C. § 1681n. These recoveries also compare favorably to other FCRA settlements, many of which settle for less than $100 per class member, and, specifically, to FCRA settlements involving inaccurate reporting. *See, e.g.*, *Ryals v. HireRight Solutions, Inc.*, No. 09-cv-625, ECF No. 127 (E.D. Va. Dec. 22, 2011) (final approval of settlement for inaccurate criminal record reporting, providing $15-$200 gross per class member); *Dougherty v. QuickSIUS, LLC*, No. 2:15-cv-06432, ECF No. 66 (E.D. Pa. May 31, 2018) (final approval of settlement for claims under § 1681e(b) providing automatic payments of $104 or $419 to class members); *Patel v. Trans Union, LLC*, No. 14-00522, 2018 WL 1258194, at *5 (N.D. Cal. Mar. 11, 2018) (final approval of class action settlement involving §1681e(b) claims where class members received $400 and could make a claim for further damages); *Stokes v. RealPage, Inc.*, No. 2:15-cv-01520, ECF No. 63 (E.D. Pa. Feb. 6, 2018) (final approval of settlement involving §1681e(b) claims creating a common fund of $1,079,200 for 21,607 class members).

For the Injunctive Relief Class, the changes are significant and will prevent the similar alleged misattribution of criminal records through a SSN Trace from occurring again. It is estimated that 94% of employers and 90% of landlords use background checks to evaluate job and housing applicants.[3] Given Sterling's prominent position in the background check industry, it is common for job seekers to have reports issued by Sterling. Thus, the injunctive relief here provides a benefit to these Settlement Class Members by ensuring the challenged practices have been changed. The injunctive relief here is particularly significant, especially given that the weight of

[3] National Consumer Law Center, Broken Records Redux: How Errors By Criminal Background Check Companies Continue to Harm Consumers Seeking Jobs and Housing at 3 (Dec. 2019), https://www.nclc.org/wp-content/uploads/2022/09/report-broken-records-redux.pdf.

authority suggests that injunctive relief is not available to private plaintiffs under the FCRA. *See Owoyemi v. Credit Corp Sols. Inc.*, 596 F. Supp. 3d 514, 519 (S.D.N.Y. 2022) (stating the "[t]he FCRA, however, does not provide for injunctive relief to consumers" and collecting authority). Moreover, the Injunctive Relief Class Members are not releasing any substantive claims, only their ability to bring a class action or other aggregated proceeding.

The relief obtained is impressive especially considering that there were substantial litigation risks in this matter. Defendant continues to vigorously deny liability, and the case has yet to survive class certification, summary judgment, and likely appeals. Establishing liability in this case was far from certain. Notably, "[t]he FCRA does not provide for strict liability for a [consumer reporting agency] that reports inaccurate information." *Wenning v. On-Site Manager, Inc.*, No. 14 CIV. 9693 (PAE), 2016 WL 3538379, at *16 (S.D.N.Y. June 22, 2016). Plaintiff would have had to show that Defendant's violations not only were negligent, but were "willful" in order to recover statutory damages on behalf of the class members. 15 U.S.C. § 1681n. This can be a high bar and presents a real risk to recovery. *See Safeco Ins. Co. of Am. v. Burr*, 551 U.S. 47, 69 (2007) ("a company subject to FCRA does not act in reckless disregard . . . unless the [challenged] action is not only a violation under a reasonable reading of the statute's terms, but shows that the company ran a risk of violating the law substantially greater than the risk associated with a reading that was merely careless."). Indeed, FCRA plaintiffs can lose on this standard even after a successful verdict at trial. *See Smith v. LexisNexis Screening Sols., Inc.*, 837 F.3d 604, 611 (6th Cir. 2016) (reversing jury verdict, holding that consumer reporting agency's conduct did not constitute a willful violation of the FCRA); *Domonoske v. Bank of America, N.A.*, 790 F. Supp. 2d 466, 476 (W.D. Va. 2011) ("[G]iven the difficulties of proving willfulness or even negligence with actual damages [under the FCRA], there was a substantial risk of nonpayment.").

Rule 23 also calls for consideration of the costs and delay of trial and appeal. Fed. R. Civ. P. 23(e)(2)(C)(i). "The expense and possible duration of the litigation are major factors to be considered in evaluating the reasonableness of [a] settlement." *Milstein v. Huck*, 600 F. Supp. 254, 267 (E.D.N.Y. 1984). Substantial work remains in this matter to prepare for trial if the Settlement is not approved. Continued litigation would result in complex, costly, and lengthy proceedings before this Court and likely the Second Circuit, which would significantly delay any relief to Class Members or might result in no relief to Class Members at all. In order to prosecute their claims to a final judgment, Plaintiff would have to engage in class certification motion practice, summary judgment motion practice, expert discovery, prepare for trial, and present evidence during a jury trial. Even if Plaintiff recovers a larger judgment after a trial, the additional delay through trial, post-trial motions, and the appellate process could deny the Settlement Classes any recovery for years, further reducing any recovery's value. *Hicks v. Morgan Stanley & Co.*, No. 01 Civ. 10071 (RJH), 2005 WL 2757792, at *6 (S.D.N.Y. Oct. 24, 2005) ("Further litigation would necessarily involve further costs [and] justice may be best served with a fair settlement today as opposed to an uncertain future settlement or trial of the action."); *Strougo v. Bassini*, 258 F. Supp. 2d 254, 261 (S.D.N.Y. 2003) ("even if a shareholder or class member was willing to assume all the risks of pursuing the actions through further litigation…the passage of time would introduce yet more risks…and would, in light of the time value of money, make future recoveries less valuable than this current recovery").

b. The Method of Distributing Benefits Is Effective.

Rule 23(e)(2)(C)(ii) requires courts to examine "the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims." "A claims processing method should deter or defeat unjustified claims, but the court should be alert

to whether the claims process is unduly demanding." Fed. R. Civ. P. 23(e)(2) advisory committee's note to 2018 amendment; *see also In re GSE Bonds Antitrust Litig.*, 414 F. Supp. 3d 686, 694 (S.D.N.Y. 2019). Even in cases involving claimants with different interests, "[c]ourts frequently approve plans involving *pro rata* distribution." *In re Payment Card Interchange Fee & Merch. Disc. Antitrust Litig.*, 2019 WL 6875472, at *20 (E.D.N.Y. Dec. 16, 2019) (addressing Rule 23(e)(2)(C)(ii) for a plan that provided for pro rata division by claimants). Here, the distribution is even more effective than the typical case. All Damages Class Members will receive a payment automatically, and those who disputed and had an amended report issued or who attest to further harm will receive a double payment. The Injunctive Relief Class Members, of course, receive the relief provided without having to do anything.

c. The Attorneys' Fees and Service Award Are Appropriate.

The Settlement is not contingent upon approval of attorneys' fees or any service award to the named Plaintiff. The Court will separately and independently determine the appropriate amount of fees, costs, and expenses to award to Plaintiff's Counsel and the appropriate amount of any incentive award to the named Plaintiff. Counsel's fees and cost petition will be posted on the Settlement Website for Settlement Class Members to review prior to the Objection and Exclusion Deadline. The anticipated fee request of one-third of the Damages Class Fund plus reasonable out-of-pocket costs is a typical fee award in the Second Circuit. *See, e.g.*, *Wal-Mart*, 396 F.3d at 121; *McDaniel v. County of Schnectady*, 595 F.3d 411, 417 (2d Cir. 2010) (stating that the "trend in this Circuit is toward the percentage method"); *Suarez v. Rosa Mexicano Brands Inc.*, No. 16 Civ. 5464 (GWG), 2018 WL 1801319 (S.D.N.Y. April 13, 2018) (approving one-third of $3.6 million settlement fund); *Zorrilla v. Carlson Rests., Inc.*, No. 14 Civ. 2740 (AT), 2018 WL 1737139 (S.D.N.Y. April 9, 2018) (approving one-third of $19.1 million settlement fund).

Moreover, the separate contemplated request for $500,000 as attorneys' fees for the injunctive relief achieved is modest compared to other FCRA settlements. *See, e.g.*, *Berry*, 807 F.3d at 617-19 (approving fee of $5.3 million for injunctive relief class). Any approved Class Counsel's fees will be paid on the same timeline as payments to Damages Class Members. (SA, ¶¶ 8.3.1, 8.5.)

In addition, the named Plaintiff will request a service award in the amount of $10,000, which is subject to Court approval. The proposed service award compensates Plaintiff for her time and effort, the risks she undertook in prosecuting the case, and the actions she took for the benefit of the Settlement Classes. The requested award is well within the range of approval, particularly given the level of participation required and the risk she undertook in publicizing her individual circumstances in order to achieve a recovery for the class. *See Godson v. Eltman, Eltman, & Cooper, P.C.*, 328 F.R.D. 35, 60 (W.D.N.Y. 2018) ($10,000 to named plaintiff in a consumer class action); *Norflet ex rel. Norflet v. John Hancock Life Ins. Co.*, 658 F. Supp. 2d 350, 354 (D. Conn. 2009) (approving award of $20,000 to named plaintiff).

d. Settlement Class Members are Treated Equitably.

The division between Damages Class Members and Injunctive Relief Class Members is appropriate. The Damages Class Members have some indication that their report may have adversely affected their employment, either in receiving a pre-adverse action notice[4] or in disputing their report. In exchange for the monetary payment, Damages Class Members are providing a full release of FCRA claims related to the report. The Injunctive Relief Class Members are not receiving payments but are also not releasing any claims. They are only releasing their

[4] Employers have an obligation to provide a pre-adverse action notice before taking adverse action due to a consumer report. 15 U.S.C. § 1681b(b)(3).

ability to bring such claims as a class action. If they were harmed by the report, they can still maintain any claims.

Further, for Damages Class Members, it is equitable that those that disputed their report or who can attest to a further harm are entitled to an Enhanced Payment. Everyone is receiving an automatic payment without the need for a claim form and those Settlement Class Members who attest to further harm will receive more money than those Class Members who do not make such representations. Under these circumstances, all of the Damages Class Members are being treated fairly relative to each other even though some Class Members may be afforded different relief. Indeed, it is common in FCRA settlements to provide a larger payment to people who disputed reports or attested to further harm. *See, e.g., Ryals v. Strategic Screening Solutions, Inc.*, No. 14-643 (E.D. Va.) (approving FCRA settlement where some class members received $35 and other class members received $11,000); *Thomas v. Backgroundchecks.com,* No. 13-29 (E.D. Va.) (approving FCRA settlement with where some class members could receive additional payments by asserting that background check caused certain types of harm); *Henderson v. Acxion Risk Mitigation, Inc.*, No. 12-589 (approving FCRA settlement where all class members received $35.25 and consumers who disputed and submitted claims received up to $8,000).

B. The Settlement Classes Should Be Certified.

When a plaintiff seeks preliminary approval of a classwide settlement for a class that has not yet been approved, the court must also determine whether the class should be provisionally certified. *See In re Stock Exchanges Options Trading Antitrust Litig.*, 2005 WL 1635158, at *5 (S.D.N.Y. July 8, 2005) ("In the context of settlement, courts often provisionally certify the class along with preliminary approval of the settlement."). In the Second Circuit, "Rule 23 is given liberal rather than restrictive construction, and courts are to adopt a standard of flexibility" in

evaluating class certification. *Reade-Alvarez v. Eltman, Eltman & Cooper, P.C.*, 237 F.R.D. 26, 31 (E.D.N.Y. 2006) (quoting *Marisol A. v. Giuliani*, 126 F.3d 372, 377 (2d Cir. 1997)). As a result, doubts as to whether or not to certify a class action should be resolved "in favor of allowing the class to go forward." *In re Indep. Energy Holdings PLC Sec. Litig.*, 210 F.R.D. 476, 479 (S.D.N.Y. 2002). This is especially true in the context of a settlement class, because the court need not inquire whether a trial of the action would be manageable on a classwide basis. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997) (finding that it is unnecessary to consider management problems in the context of a settlement class).

To certify a class, the class must meet all the requirements of Fed. R. Civ. P. 23(a) and meet one of the prongs of Fed. R. Civ. P. 23(b). Here, Plaintiff seeks to certify the Injunctive Relief Class under Fed. R. Civ. P. 23(b)(2) and the Damages Class under Fed. R. Civ. P. 23(b)(3).

1. The Settlement Classes Meet the Requirements of Fed. R. Civ. P. 23(a).

a. Numerosity is Satisfied.

"In the Second Circuit, numerosity is presumed for classes of 40 or more." *In re Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litig.*, 335 F.R.D. 1, 11 (E.D.N.Y. 2020) (citing *Consol. Rail Corp. v. Town of Hyde Park*, 47 F.3d 473, 483 (2d Cir. 1995)). "At the same time, '[c]ourts have not required evidence of exact class size or identity of class members in order to satisfy the numerosity requirement.'" *Brooklyn Ctr. for Indep. of the Disabled v. Bloomberg*, 290 F.R.D. 409, 418 (S.D.N.Y. 2012) (quoting *Robidoux v. Celani*, 987 F.2d 931, 935 (2d Cir. 1993)). Here, both Settlement Classes have thousands of members. Numerosity is satisfied.

b. There are Questions of Law and Fact Common to the Classes.

Commonality is satisfied when class members "have claims that depend upon a common contention, that is capable of classwide resolution—which means that determination of its truth or

falsity will resolve an issue that is central to the validity of each one of the claims in one stroke." *Brooklyn Ctr.*, 290 F.R.D. at 418 (internal quotation marks omitted). This requirement "is not demanding and is met so long as there is at least one issue common to the class." *Id.* (internal quotation marks omitted).

There are numerous common questions of law and fact here. The most important common question here is whether Sterling's procedures violated the FCRA's requirement that consumer reporting agencies follow "reasonable procedures" to assure "maximum possible accuracy." 15 U.S.C. § 1681e(b). *See, e.g., Patel v. Trans Union, LLC*, 308 F.R.D. 292, 304 (N.D. Cal. 2015) (finding common question of whether "there [] reasonable procedures in place (here, the name-only logic) to ensure the maximum possible accuracy of the information"); *Soutter v. Equifax Info. Servs., LLC*, 307 F.R.D. 183, 205 (E.D. Va. 2015) (finding consumer reporting agency's procedures to "raise a common contention of reasonableness that can be resolved with common answers on a classwide basis"); *Feliciano v. CoreLogic Rental Prop. Sols., LLC*, 332 F.R.D. 98, 106 (S.D.N.Y. 2019) (finding "whether defendant followed reasonable procedures to ensure the accuracy of its records" to be a common question). Willfulness also presents a common issue. *See, e.g., Soutter*, 307 F.R.D. at 207 ("[C]ommon evidence applicable across all class members regarding willfulness will resolve a common contention and drive the litigation forward by common answers."); *Milbourne v. JRK Residential Am., LLC*, No. 12-861, 2014 WL 5529731, at *6 (E.D. Va. Oct. 31, 2014) ("[T]he question of willfulness is also a common question."); *McIntyre v. RealPage, Inc.*, 336 F.R.D. 422, 438 (E.D. Pa. 2020) ("Plaintiff's sole claim, willfulness violation, does not give rise to individual determinations..."); *Taha v. Cty. of Bucks*, 862 F.3d 292, 309 (3d Cir. 2017) ("Clearly, the trier of fact should be able to determine whether a violation was 'willful' by considering common evidence regarding defendants' actions and intent without taking

into account information regarding the individual class members.").

c. Typicality is Met.

The commonality and typicality requirements "tend to merge." *Ge Dandong v. Pinnacle Performance Ltd.*, No. 10 CIV. 8086 JMF, 2013 WL 5658790, at *5 (S.D.N.Y. Oct. 17, 2013). Typicality "is satisfied when each class member's claim arises from the same course of events, and each class member makes similar legal arguments to prove the defendant's liability." *Beach v. JPMorgan Chase Bank, Nat'l Ass'n*, No. 17-CV-563 (JMF), 2019 WL 2428631, at *7 (S.D.N.Y. June 11, 2019) (internal quotation marks omitted). When "the alleged injuries derive from a unitary course of conduct by a single system," typicality is generally found. *Brooklyn Ctr.*, 290 F.R.D. at 419 (internal quotation marks omitted).

Here, Plaintiff meets the typicality requirement. Defendant prepared a report on her that included a criminal record with a name developed through a SSN Trace where the personally identifying information on the criminal record did not sufficiently match Plaintiff's personally identifying information. Plaintiff's claims thus rest on the same legal and factual issues as those of the other Settlement Class Members.

d. Plaintiff and Class Counsel are Adequate.

"Class representatives can adequately represent a class if they (1) have an interest in vigorously pursuing the claims of the class and (2) have no interests antagonistic to the interests of other class members." *Beach*, 2019 WL 2428631, at *8 (internal quotation marks omitted).

Plaintiff has an interest in vigorously pursuing the claims of the Classes because she seeks the same relief for herself as for the rest of the Class Members, damages as provided by the FCRA and the changes to the practices at issue. She has no interests antagonistic to the interests of other Class Members. She has further participated actively in the case for over two years, including

responding to discovery.

The Court also considers whether "plaintiff's attorneys are qualified, experienced, and able to conduct the litigation." *Ge Dandong*, 2013 WL 5658790, at *7; Fed. R. Civ. P. 23(g)(1) ("Unless a statute provides otherwise, a court that certifies a class must appoint class counsel."). Plaintiff's Counsel are experienced in class actions and FCRA litigation and are qualified to conduct this litigation. E. Michelle Drake and John Albanese are experienced in complex class-action litigation and consumer litigation in general, and FCRA litigation in particular. (Drake Decl. ¶¶ 6-15.) They are highly qualified to represent the Classes here.

2. The Damages Class Meets the Requirements of Rule 23(b)(3).

a. Common Issues Predominate.

"The predominance requirement is satisfied 'if resolution of some of the legal or factual questions that qualify each class member's case as a genuine controversy can be achieved through generalized proof, and if these particular issues are more substantial than the issues subject only to individualized proof.'" *In re U.S. Foodservice Inc. Pricing Litig.*, 729 F.3d 108, 118 (2d Cir. 2013) (quoting *UFCW Local 1776 v. Eli Lilly & Co.*, 620 F.3d 121, 131 (2d Cir. 2010)). "For common questions to predominate over individual ones, it is not necessary for each element of plaintiffs' claims to be susceptible to classwide proof, but only for common questions to predominate over any questions affecting only individual class members." *Ge Dandong*, 2013 WL 5658790, at *8 (internal quotation marks and brackets omitted). Often, predominance is "easier to satisfy in the settlement context." *In re Payment Card*, 330 F.R.D. at 56 (quoting *In re Am. Int'l Grp., Inc. Sec. Litig.*, 689 F.3d 229, 240 (2d Cir. 2012)).

The common factual and legal issues regarding the Damages Class Members' claims are based on the alleged standardized policies and procedures of Defendant. Whether Defendant's (1)

procedures were reasonable and (2) alleged violations were willful are common issues that predominate over any individualized concerns. *See, e.g., Kang v. Credit Bureau Connection, Inc.*, No. 18-1359, 2022 WL 658105, at *6-9 (E.D. Cal. Mar. 4, 2022) (finding that "common questions predominate" on FCRA claim for statutory damages where "primary common question" was whether defendant failed to follow reasonable procedures to assure maximum possible accuracy of its reports); *Soutter*, 307 F.R.D. at 215-16 (finding that common questions concerning both willfulness and reasonableness of defendant's procedures predominated); *Stillmock v. Weis Markets, Inc.*, 385 F. App'x 267, 273 (4th Cir. 2010 (finding predominance as "the qualitatively overarching issue by far is the liability issue of the defendant's willfulness, and the purported class members were exposed to the same risk of harm every time the defendant violated the statute in the identical manner").

b. Superiority is Met.

In general, four factors are pertinent to superiority:

> (A) the class members' interests in individually controlling the prosecution or defense of separate actions;
> (B) the extent and nature of any litigation concerning the controversy already begun by or against class members;
> (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and
> (D) the likely difficulties in managing a class action.

Fed. R. Civ. P. 23(b)(3). "Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems, for the proposal is that there be no trial." *Amchem*, 521 U.S. at 620 (citation omitted). Hence, only factors (A)-(C) are relevant here.

A class action in this case is superior to other available methods for the fair and efficient adjudication of the case. A class resolution of the issues described above outweighs the difficulties

in management of separate, individual claims and allows access to the courts for those who might not gain such access standing alone. This is particularly true here, in light of the relatively small amount of the damages claims that would be available to individuals, with the FCRA providing for statutory damages of $100 to $1,000 per violation. Moreover, the Settlement permits individual class members to opt out and pursue their own actions separately if they believe they wish to pursue a higher recovery. *See Murray v. GMAC Mortg. Corp.*, 434 F.3d 948, 953 (7th Cir. 2006) ("Unless a district court finds that personal injuries are large in relation to statutory damages, a representative plaintiff must be allowed to forego claims for compensatory damages in order to achieve class certification. When a few class members' injuries prove to be substantial, they may opt out and litigate independently.").

3. The Injunctive Relief Class is Properly Certified Under Rule 23(b)(2).

"According to the Federal Rules of Civil Procedure, a class may be certified under Rule 23(b)(2) in a single circumstance: when 'the party opposing the class has acted or refused to act on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole.'" *Hyland v. Navient Corp.*, 48 F.4th 110, 118–19 (2d Cir. 2022) (quoting Fed. R. Civ. P. 23(b)(2) and cleaned up).

Here, each member of the Injunctive Relief Class has been subjected to the same allegedly violative procedures by Defendant. The proposed injunctive relief will ensure that those procedures are no longer used in future reports for Settlement Class Members. Rule 23(b)(2) certification is appropriate. *Hyland*, 48 F.4th at 120-21 (upholding certification on injunctive relief class where injunctive relief prevented defendant from "providing incorrect information" and where plaintiffs maintained right to bring individual lawsuits for damages).

C. The Proposed Notice is the Best Notice Practicable.

Rule 23(e)(1) requires that notice of a class action settlement be sent "in a reasonable manner to all class members who would be bound by the proposal." Fed. R. Civ. P. 23(e)(1). "[F]or due process to be satisfied, not every class member need receive actual notice, as long as class counsel 'acted reasonably in selecting means likely to inform persons affected.'" *In re Adelphia Commc'ns Corp. Sec. & Derivatives Litig.*, 271 F. App'x 41, 44 (2d Cir. 2008) (quoting *Weigner v. New York*, 852 F.2d 646, 649 (2d Cir. 1988)).

The proposed notice is direct notice, with a combination of email and mail. The Settlement Administrator will also create a Settlement Website with detailed information about the case and the Settlement, and the Classes' Long Form Notices will be available on the Website. Each notice "describe[s] the nature of the action, identifie[s] the class, describe[s] the proposed settlement terms, and note[s] that any member of the class c[an] exclude themselves from the settlement and the class[,]" and further "apprise[s] the class members of the date, time, and location of the final fairness hearing, and indicate[s] that the recipient of the notice had the right to object to the proposed settlement or any portion thereof." *Godson*, 328 F.R.D. at 51; *see also In re GM LLC Ignition Switch Litig.*, 2020 WL 12918022, at *7 (S.D.N.Y. April 27, 2020). Each notice is written in plain English, and each notice directs the reader to the Settlement Website for more information. (SA, Exs. A-C, E-G.) This form of notice is the best notice practicable under the circumstances.

V. CONCLUSION

For all of the above reasons, Plaintiff's Motion for Preliminary Approval of Class Action Settlement should be granted.

Dated: February 28, 2023

Respectfully submitted,

/s/ E. Michelle Drake
E. Michelle Drake*
John G. Albanese*

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

GRACE GRISSOM, individually and on behalf of those similarly situated,

Plaintiff,

-against-

STERLING INFOSYSTEMS, INC.,

Defendant.

Case No.: 1:20-cv-07948

DECLARATION OF E. MICHELLE DRAKE

I, E. Michelle Drake, hereby declare as follows:

1. I am one of Plaintiff's Counsel in the above-captioned matter.

2. I submit this Declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

3. Attached as **Exhibit 1** is a true and correct copy of the parties' Settlement Agreement.

4. Administration expenses are estimated to be $49,950.

5. Plaintiff performed all the duties of a class representative, including producing documents, responding to written discovery, and assisting counsel with the progress of the litigation.

6. I am an Executive Shareholder at Berger Montague PC. I have been practicing law since 2001 and am a graduate of Harvard College, Oxford University, and Harvard Law School. In 2016, I joined Berger Montague as a Shareholder, prior to that I was a partner at Nichols Kaster, PLLP, and ran that firm's consumer protection group.

7. Berger Montague specializes in class action litigation and is one of the preeminent class action law firms in the United States. The firm currently consists of over 70 attorneys who primarily represent plaintiffs in complex civil litigation, and class action litigation, in federal and state courts. Berger Montague has played lead roles in major class action cases for over 50 years, and has obtained settlement and recoveries totaling well over $30 billion for its clients and the classes they have represented. A copy of the firm's resume is attached hereto as **Exhibit 2**.

8. I serve as co-chair of the firm's Consumer Protection & Mass Tort Department, and as chair of the Background Checks and Credit Reporting Department. My practice focuses on protecting consumers' rights when they are injured by improper credit reporting, and other illegal business practices. I currently serve as lead or co-lead counsel in dozens of class action consumer protection cases in federal and state courts across the country, including numerous cases brought pursuant to the Fair Credit Reporting Act. A copy of my personal resume is attached hereto as **Exhibit 3**.

9. I serve on the Board of the Southern Center for Human Rights, am a member of the Partner's Council of the National Consumer Law Center, and am a former Co-Chair of the Consumer Litigation Section for the Minnesota State Bar Association, and a former Board Member of the National Association of Consumer Advocates. I have previously served as a member of the Ethics Committee for the National Association of Consumer Advocates, and as Treasurer and At-Large Council Member for the Consumer Litigation Section of the Minnesota State Bar Association. I was also an appointee to the Federal Practice Committee in 2010 by the U.S. District Court for the District of Minnesota.

10. I was named to the LawDragon 500 Leading Plaintiff Financial Lawyers List for 2019, and a 2020 Elite Woman of the Plaintiffs Bar by the National Law Journal. I am consistently

named to the annual lists of The Best Lawyers of America, Top 50 Women Minnesota Super Lawyers, and Super Lawyers. I have been quoted in the New York Times, and the National Law Journal, and have had prior cases named as "Lawsuits of the Year" by Minnesota Law & Politics.

11. I present frequently at national and local conferences on class actions, consumer protection, and Fair Credit Reporting Act-related topics, and I co-authored a book chapter on background checks and related issues, "Financial and Criminal Background Checks," Job Applicant Screening: A Practice Guide, Minnesota Continuing Legal Education Publication, May 2014, and the forthcoming 2d. ed. I was a contributing author to "Consumer Law," The Complete Lawyer's Quick Answer Book, Minnesota Continuing Legal Education Publication, 2d. ed., 2019, and "Chapter 1: Case and Claims Selection, Other First Considerations," Consumer Class Actions, National Consumer Law Center, 10th ed., 2019. My recent speaking engagements have included:

- "National FCRA Landscape," National Association of Consumer Advocates Spring Training, May 2022.
- "Sealing, Expungement and FCRA: Criminal Records Reporting in a New Era," Equal Justice Conference, May 2022.
- "Evidentiary Challenges in Certifying Class Actions," Class Action Symposium, Consumer Rights Litigation Conference, National Consumer Law Center, December 2021.
- "COVID and Post-COVID Issues in FCRA Litigation," National Association of Consumer Advocates Spring Training, Virtual, April 2021.
- "Consumer Law: Overview of the Fair Credit Reporting Act," Minnesota Continuing Legal Education, Virtual, December 2020.

- "The Role of the Lawyer in Class Actions," Panel Chair, Global Class Actions Symposium 2020, Virtual, November 2020.
- "Hunting the Snark: Finding & Effectively Using Data to Certify Classes," Class Action Symposium, National Consumer Law Center Consumer Rights Litigation Conference, Virtual, November 2020.
- "Specialty CRAs Part 1: Conviction Histories, Expungement, and FCRA: Keeping up with Developments in a Changing Legal Landscape," National Consumer Law Center Consumer Rights Litigation Conference, Virtual, November 2020.
- "Conducting Financial & Criminal Background Checks – Applicant Rights and Employer Best Practices," Minnesota Continuing Legal Education, Minneapolis, MN, October 2020.

12. I litigate cases throughout the United States and have been admitted to, and am a member in good standing with, the following courts:

- United States Supreme Court, 2017
- State Bar of Georgia, 2001
- Georgia Supreme Court, 2006
- Minnesota Supreme Court, 2007
- U.S. Court of Appeals for the Eighth Circuit, 2010
- U.S. Court of Appeals for the First Circuit, 2011
- U.S. Court of Appeals for the Seventh Circuit, 2014
- U.S. Court of Appeals for the Ninth Circuit, 2015
- U.S. Court of Appeals for the Tenth Circuit, 2018

- U.S. Court of Appeals for the Third Circuit, 2019
- U.S. District Court for the Northern District of Georgia, 2007
- U.S. District Court for the District of Minnesota, 2007
- U.S. District Court for the Eastern District of Wisconsin, 2011
- U.S. District Court for the Western District of Texas, 2011
- U.S. District Court for the Western District of Wisconsin, 2015
- U.S. District Court for the Eastern District of Michigan, 2015
- U.S. District Court for the Central District of Illinois, 2016
- U.S. District Court for the Southern District of Texas, 2017
- U.S. District Court for the Western District of New York, 2017
- U.S. District Court for the Western District of Michigan, 2018
- U.S. District Court for the Northern District of Illinois, 2020

13. I have served as lead, or co-lead, class counsel in numerous notable consumer protection matters, including, but not limited to, the following:

In re GEICO Customer Data Breach Litig., No. 21-cv-2210 (E.D.N.Y.) Appointed as Interim Co-Lead Counsel on behalf of putative class in data disclosure action.

Gambles v. Sterling Infosystems, Inc., No. 15-cv-9746 (S.D.N.Y.) FCRA class action, alleging violations by consumer reporting agency, resulting in a gross settlement of $15 million, one of the largest FCRA settlements to date.

In re: JUUL Labs, Inc. Mktg., Sales Practices, & Prod. Liab. Litig., No. 19-md-2913 (N.D. Cal.). Appointed to Plaintiffs' Steering Committee in multi-district litigation consolidated class action, regarding the marketing and sales practices of dangerous e-cigarettes to consumers.

In re: American Medical Collection Agency, Inc. Customer Data Security Breach Litig., No. 19-md-2904 (D.N.J.). Appointed to the Plaintiff's Quest Track Steering Committee in multi-district litigation consolidated class action, regarding the breach of consumers' medical information.

In re: TransUnion Rental Screening Sols., Inc. FCRA Litig., No. 1:20-md-02933-JPB (N.D. Ga.). Appointed as Interim Lead Counsel for the classes in multi-district litigation consolidated class action, regarding violations of the Fair Credit Reporting Act.

Thomas v. Equifax Info. Services, LLC, No. 18-cv-684 (E.D. Va.). FCRA class action, alleging violations by credit bureau, providing nationwide resolution of class action claims asserted across multiple jurisdictions, including injunctive relief, and an uncapped mediation program for millions of consumers.

Clark v. Experian Info. Sols., Inc., No. 16-cv-32 (E.D. Va.). FCRA class action, alleging violations by credit bureau, providing a nationwide resolution of class action claims asserted by 32 plaintiffs in 16 jurisdictions, including injunctive relief and an uncapped mediation program, for millions of consumers.

Clark/Anderson v. Trans Union, LLC, No. 15-cv-391 & No. 16-cv-558 (E.D. Va.). FCRA consolidated class action, alleging violations by credit bureau, providing groundbreaking injunctive relief, and an opportunity to recover monetary relief, for millions of consumers.

Rilley v. MoneyMutual, LLC, No. 16-cv-4001 (D. Minn.). Court certified a litigation class of over 20,000 Minnesota consumers alleging that MoneyMutual violated Minnesota payday lending regulations, resulting in $2,000,000 settlement with notable injunctive relief.

Lee v. The Hertz Corp., No. CGC-15-547520 (Cal. Super. Ct., San Fran. Cnty.). FCRA class action, alleging violations by employer, resulting in $1.619 million settlement.

Rubio-Delgado v. Aerotek, Inc., No. 16-cv-1066 (S.D. Ohio). FCRA class action, alleging violations by employer, resulting in a $15 million settlement.

Knights v. Publix Super Markets, Inc., No. 14-cv-720 (M.D. Tenn.). FCRA class action, alleging violations by employer, resulting in a $6.75 million settlement.

Hillson v. Kelly Services, Inc., No. 15-cv-10803 (E.D. Mich.). FCRA class action, alleging violations by employer, resulting in a $6.749 million settlement.

Ernst v. DISH Network, LLC & Sterling Infosystems, Inc., No. 12-cv-8794 (S.D.N.Y.). FCRA class action, alleging violations by employer and consumer reporting agency, resulting in a $4.75 million settlement with consumer reporting agency, and a $1.75 million settlement with employer.

Howell v. Checkr, Inc., No. 17-cv-4305 (N.D. Cal.). FCRA class action, alleging violations by consumer reporting agency, resulting in a $4.46 million settlement.

Brown v. Delhaize America, LLC, No. 14-cv-195 (M.D.N.C.). FCRA class action, alleging violations by employer, resulting in $2.99 million settlement.

Nesbitt v. Postmates, Inc., No. CGC-15-547146 (Cal. Super. Ct., San Fran. Cnty.). FCRA class action, alleging violations by employer, resulting in a $2.5 million settlement.

Singleton v. Domino's Pizza, LLC, No. 11-cv-1823 (D. Md.). FCRA class action, alleging violations by employer, resulting in a $2.5 million settlement.

Heaton v. Social Finance, Inc., No. 14-cv-5191 (N.D. Cal.). FCRA class action, alleging violations by lender, resulting in a $2.5 million settlement.

Terrell v. Costco Wholesale Corp., No. 10-2-33915-9 (Wash. Super. Ct., King Cnty.). FCRA class action, alleging violations by employer, resulting in a $2.49 million settlement.

Halvorson v. TalentBin, Inc., No. 15-cv-5166 (N.D. Cal.). FCRA class action, alleging violations by online data aggregator, resulting in a $1.15 million settlement.

Legrand v. IntelliCorp Records, Inc., No. 15-cv-2091 (N.D. Ohio). FCRA class action, alleging violations by consumer reporting agency, resulting in a $1.1 million settlement.

In re Target Corp. Customer Data Security Breach Litig., MDL No. 14-2522 (D. Minn.). Data security breach class action, resulting in a $10 million settlement for consumers.

14. My litigation efforts and experience have received judicial acknowledgement and praise throughout the years of my practice. Examples of such recognition include:

From Judge Paul A. Engelmayer, United States District Court, Southern District of New York:

I know the diligence of counsel and dedication of counsel to the class…Thank you, Ms. Drake. As always I appreciate the—your extraordinary dedication to your – to the class and the very obvious backwards and forwards familiarity you have with the case and level of preparation and articulateness today. It's a pleasure always to have you before me…Class counsel [] generated this case on their own initiative and at their own risk. Counsel's enterprise and ingenuity merits significant compensation…Counsel here are justifiably proud of the important result that they achieved.

Sept. 22, 2020, Final Approval Hearing, *Gambles v. Sterling Info., Inc.*, No. 15-cv-9746.

From Judge Harold E. Kahn, Dep't 302, Superior Court of Cal., San Fran. Cnty.:

You're very articulate on this issue. … Obviously, you're very thoughtful and you have given it a great deal of thought. … And I appreciate your ability to respond to my questions off the cuff. … It shows that you have given these issues a lot of thought ... I have to say that your thoughtfulness this morning has somewhat diminished my concerns [regarding high multiplier on attorney fees]… You're

> demonstrating credibility by a mile as you go….You are extraordinarily impressive. And I thank you for being here, and for your candid, noninvasive [sic] response to every question I have. I was extremely skeptical at the outset this morning. You have allayed all of my concerns and have persuaded me that this is an important issue, and that you have done a great service to the class. And for that reason, I am going to approve your settlement in all respects… And I congratulate you on your excellent work.

Nov. 7, 2017, Final Approval Hearing, *Nesbitt v. Postmates, Inc.*, No. CGC-15-547146.

From Judge Laurie J. Michelson, United States District Court, E.D. Mich.:

> Counsel's quality of work in this case was high. The Court has been impressed with counsel's in-court arguments. And counsel has provided the Court with quality briefing as well.

Aug. 11, 2017, Opinion & Order on Mtn. for Atty. Fees, and Mtn. for Final Approval, *Hillson v. Kelly Services, Inc.*, No. 15-cv-10803.

From Magistrate Judge Terence P. Kemp, United States District Court, S.D. Ohio:

> The parties in this case are represented by counsel with substantial experience in class action litigation, and FCRA cases in particular. … Class Counsel are experienced and knowledgeable in FCRA litigation, are skilled, and are in good standing.

June 30, 2017, Report & Recomm'n. on Final Approval, *Rubio-Delgado v. Aerotek, Inc.*, No. 16-cv-1066.

From Judge Paul A. Magnuson, United States District Court, D. Minn.:

> [T]he class representatives and their counsel more than adequately protected the class's interests. … [T]he comprehensive nature of the settlement in turn, reflects the adequacy, indeed the superiority, of the representation the class received from its named Plaintiffs and from class counsel.

May 17, 2017, Mem. & Order on Mtn. to Certify Class, *In re Target Corp. Customer Data Sec. Breach Litig.*, MDL No. 14-2522.

From Judge Paul A. Engelmayer, United States District Court, S.D.N.Y.:

> The high quality of [plaintiffs' counsel]'s representation strongly supports approval of the requested fees. The Court has previously commended counsel for their excellent lawyering. …The point is worth reiterating here. [Plaintiffs' counsel] was energetic, effective, and creative throughout this long litigation. The Court found [Plaintiffs' counsel]'s briefs and arguments first-rate. And the documents and deposition transcripts which the Court reviewed in the course of resolving motions revealed the firm's far-sighted and strategic approach to discovery. … Further, unlike in many class actions, plaintiffs' counsel did not build their case by piggybacking on regulatory investigation or settlement. … The lawyers [] can genuinely claim to have been the authors of their clients' success.

Sept. 22, 2015, Final Approval Order, *Hart v. RCI Hospitality Holdings, Inc.*, No. 09-cv-3043.

From Magistrate Judge Laurel Beeler, United States District Court, N.D. Cal.:

> Counsel have worked vigorously to identify and investigate the claims in this case, and, as this litigation has revealed, understand the applicable law and have represented their clients vigorously and effectively.

June 13, 2014, Order Granting Mtn. for Class Cert., *Ellsworth v. U.S. Bank, N.A.*, No. 12-cv-2506.

From Judge Richard H. Kyle, United States District Court, D. Minn.:

> Well, I think you did a great job on this. I mean, I really do. … it seems to me you folks have gotten it done the right way.

Jan. 6, 2014, Prelim. Approval Hearing, *Bible v. General Revenue Corp.*, No. 12-cv-1236.

From Judge Deborah Chasanow, United States District Court, D. Md.:

> [plaintiffs' counsel] are qualified, experienced, and competent, as evidenced by their background in litigating class-action cases involving FCRA violations. … As noted above, Plaintiffs' attorneys are experienced and skilled consumer class action litigators who achieved a favorable result for the Settlement Classes.

Oct. 2, 2013, Final Approval Order, *Singleton v. Domino's Pizza, LLC*, No. 11-cv1823.

From Judge Lorna G. Schofield, United States District Court, S.D.N.Y.:

> [Plaintiffs' Counsel] has demonstrated it is able fairly and adequately to represent the interests of the putative class.
>
> July 23, 2013, Order Appointing Interim Lead Counsel, *Ernst v. DISH Network, LLC*, No. 12-cv-8794.

> From Judge Susan M. Robiner, Minnesota District Court, Henn. Cnty.:
>
> Plaintiffs' counsel are adequate legal representatives for the class. They have done work identifying and investigating potential claims, have handled class actions in the past, know the applicable law, and have the resources necessary to represent the class. The class will be fairly and adequately represented.
>
> Oct. 16, 2012, Order Granting Mtn. for Class Cert., *Spar v. Cedar Towing & Auction, Inc.*, No. 27-CV-411-24993.

15. Plaintiff's Counsel John G. Albanese is a Shareholder with Berger Montague, in the firm's Consumer Protection Department, with a concentration on Fair Credit Reporting Act class actions. Mr. Albanese is regularly invited to speak on consumer law and litigation issues, and frequently represents consumer advocacy groups as *amici curia* at the appellate level. He has been named a Super Lawyers Rising Star since 2017, and by Best Lawyers as One to Watch, in 2021. He is a graduate of Columbia Law School, where he was a managing editor of the Columbia Law Review. Mr. Albanese clerked for Magistrate Judge Geraldine Brown in the Northern District of Illinois. He also has a B.A. from Georgetown University.

The foregoing statement is made under penalty of perjury, and is true and correct to the best of my knowledge and belief.

Date: February 28, 2023

/s/E. Michelle Drake
E. Michelle Drake

Exhibit 1

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release[1] is entered into by and between (1) Grace Grissom (the "Class Representative")—individually and on behalf of the Settlement Class Members defined below—and (2) Defendant Sterling Infosystems.

By this Agreement, the Parties intend, with judicial approval, to settle the Action in its entirety and with prejudice, by fully, finally and forever resolving, discharging and settling all released rights and claims to the extent set forth below, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties hereto agree to settle the Action on the following terms and conditions:

1. Definitions.

The defined terms—which appear throughout this Agreement in initial capital letters—shall have the following meanings ascribed to them.

1.1. Action. "Action" means the lawsuit filed by the Class Representative in the United States District Court for the Southern District of New York, captioned *Grissom v. Sterling Infosystems, Inc.*, Case No. 1:20-cv-07948-VSB.

1.2. Administrative Costs. "Administrative Costs" means the fees, costs, expenses and all other amounts incurred by the Settlement Administrator to carry out its obligations under this Agreement.

1.3. Agreement. "Agreement" means this Class Action Settlement Agreement and Release, which includes all of the Recitals in Section 2 below and all of the attached ***Exhibits A through H***.

1.4. CAFA. "CAFA" means the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1715(a)-(d).

1.5. CAFA Notice. "CAFA Notice" means notice of this proposed settlement to the appropriate federal and state officials, as required by CAFA, which shall be prepared and mailed as provided for in Section 6.5 below.

1.6. Class Counsel. "Class Counsel" refers to E. Michelle Drake and John Albanese of Berger Montague PC.

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[1] Capitalized terms shall have the meaning and definitions set forth in Section 1 of this Agreement.

1.7. Class Counsel Fees. "Class Counsel Fees" refers to the amount of attorneys' fees and costs that the Court awards to Class Counsel in accordance with Section 8.3 below.

1.8. Class List. "Class List" means the list of personally identifying information about the Settlement Class Members to be provided by Defendant to the Settlement Administrator, who will maintain the confidentiality of the Class List The information regarding the Settlement Class Members shall include (to the extent available in Defendant's records): full name (first, middle, last), last known mailing address, email address, Social Security Number, and date of birth. The Class List shall also indicate, for each Class Member, whether the individual is a member of the Damages Class and/or the Injunctive Relief Class and whether the individual previously disputed with Defendant and had an amended report prepared in response to such dispute.

1.9. Class Representative. "Class Representative" refers to Plaintiff Grace Grissom.

1.10. Class Representative Service Payment. "Class Representative Service Payment" refers to any payment the Court approves as payment for service as a class representative in accordance with Section 8.4 below.

1.11. Court. "Court" means the United States District Court for the Southern District of New York, where the Action is currently pending.

1.12. Damages Class. "Damages Class" means the following class to be certified pursuant to Rule 23(b)(3) for the purposes of settlement only:

> All consumers for whom Sterling matched a record included in a consumer report based on a name developed through a SSN Trace from September 25, 2018 through June 4, 2021 wherein the consumer's first name, last name and middle name or middle initial did not exactly match the first name, last name, middle name or middle initial of the record reported; and where the consumer either made a dispute to Defendant regarding the report and an amended report was issued or where a pre-adverse action notice was sent to the consumer regarding the report.

The Parties estimate that there are approximately 7,469 Damages Class Members.

1.13. Damages Class Member. "Damages Class Member" means the any member of the Damages Class who has not validly opted out of the Damages Class.

1.14. Damages Class Gross Settlement Amount. "Damages Class Gross Settlement Amount" means the Two Million Five Hundred Thousand Dollars and Zero Cents ($2,500,000.000) to be paid by Defendant pursuant to the Agreement for the benefit of the Damages Class. This amount includes all payments to Damages Class Members, any Class Representative Service Payment, all Administrative Costs, and the Class Counsel Fees. In no event shall Defendant be obligated to pay more than this amount as part of the resolution of the claims of the Damages Class.

1.15. Damages Class Long-Form Notice of Settlement. "Damages Class Long-Form Notice of Settlement" means a notice to be provided to Damages Class Members on the Settlement Website, and in the form attached as ***Exhibit A***, or in another form agreed to by the Parties that contains the same or substantially similar information as ***Exhibit A*** hereto.

1.16. Damages Class Email Notice. "Damages Class Email Notice" means the notice to be provided directly to the Damages Class Members via email (to the extent available from Defendant's records), in the form attached as ***Exhibit B***, or in another form agreed to by the Parties that contains the same or substantially similar information as ***Exhibit B*** hereto.

1.17. Damages Class Postcard Notice. "Damages Class Postcard Notice" means the notice to be provided directly to the Damages Class Members via U.S. Mail (to the extent available from Defendant's records or developed by the Settlement Administrator), in the form attached in the form attached as ***Exhibit C***, or in another form agreed to by the Parties that contains the same or substantially similar information as ***Exhibit C*** hereto.

1.18. Damages Class Reminder Notice. "Damages Class Reminder Notice" means the notice to be provided directly to the Damages Class Members via email (or by U.S. Mail as necessary and to the extent available from Defendant's records or developed by the Settlement Administrator) to remind Damages Class Members to submit a Request for an Enhanced Payment. The Damages Class Reminder Notice shall be sent at the Administrator's discretion, but shall be sent at least once no later than 21 days prior to the expiration of the Objection and Exclusion Period and shall only be sent to those Damages Class Members who are otherwise not yet qualified for an Enhanced Payment at the time of sending of the Damages Class Reminder Notice, and shall be in substantially similar form to the Damages Class Email and Postcard Notices, with the addition of the word "REMINDER" or similar language.

1.19. Damages Class Released Claims. "Damages Class Released Claims" means the claims against Defendant and Released Parties released by Damages Class Members as set forth in Sections 9.2 and 9.3.

1.20. Defendant. "Defendant" refers to Sterling Infosystems, Inc.

1.21. Defense Counsel. "Defense Counsel" refers to Pamela Devata, John Drury, and Robert Szyba of Seyfarth Shaw LLP.

1.22. Effective Date. "Effective Date" means the first business day after the first date on which all of the following have occurred:

a. this Agreement has been executed by the Parties;

b. the Court has issued a preliminary approval order;

c. reasonable notice has been given to Settlement Class Members, including providing them an opportunity to opt out of, or object to, the Settlement;

d. The Court has held a Final Fairness Hearing, entered the Final Approval Order (or substantially similar order) approving the Settlement, awarded a Class Representative Service Payment, if any, and entered an order awarding Class Counsel Fees;

e. Class Counsel has given notice to Defense Counsel and the Settlement Administrator that they do not intend to appeal any award of Class Counsel Fees; and

f. Only if there are written objections filed before the Final Fairness Hearing and those objections are not later withdrawn or if Class Counsel appeals the award of Class Counsel Fees, the last of the following events to occur:

i. if no appeal or reconsideration motion is filed, then the date on which the time to appeal or reconsider the judgment has expired with no appeal or any other judicial review having been taken or sought; or

ii. if an appeal or reconsideration of the judgment has been timely filed or other judicial review was taken or sought, the date that order is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review or the date the appeals or any other judicial review are finally dismissed with no possibility of subsequent appeal or other judicial review.

It is the intention of the Parties that the Settlement shall not become effective until the Court's judgment has become completely final and until there is no timely recourse by an appellant or objector who seeks to contest the Settlement.

1.23. Enhanced Payment Damages Class Member. "Enhanced Payment Damages Class Member" means a member of the Damages Class who: (i) disputed their report with Defendant and where an amended report was issued; or (ii) submits through the Settlement Website a valid Request for an Enhanced Payment.

1.24. FCRA. "FCRA" means the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq*.

1.25. Final Approval. "Final Approval" means the approval of the Agreement by the Court at or after the Final Fairness Hearing, and entry on the Court's docket of the Final Approval Order.

1.26. Final Approval Order. "Final Approval Order" means the final order and judgment entered by the Court giving Final Approval to the Settlement and dismissing with prejudice the claims of the Settlement Classes and the Class Representative and entering a judgment according to the terms set forth in this Agreement in the form of ***Exhibit D*** hereto.

1.27. Final Fairness Hearing. "Final Fairness Hearing" means the hearing at which the Court will consider arguments relating to finally deciding whether to approve this

Settlement, whether to enter the Final Approval Order, and whether to make such other rulings as are contemplated by this Agreement.

1.28. Injunctive Relief Class. "Injunctive Relief Class" means the following class sought to be certified under Fed. R. Civ. P. 23(b)(2) for settlement purposes only as defined below.

> All consumers for whom Sterling matched a record included in a consumer report based on a name developed through a SSN trace from September 25, 2018 through June 4, 2021 wherein the consumer's first name, last name and middle name or middle initial did not exactly match the first name, last name, middle name or middle initial of the record reported.

The Parties estimate that there are approximately 44,658 Injunctive Relief Class Members.

1.29. Injunctive Relief Class Member(s). "Injunctive Relief Class Member(s)" refers to members of the Injunctive Relief Class.

1.30. Injunctive Relief Only Class Members. "Injunctive Relief Only Class Members" refers to Injunctive Relief Class Members who are not members of the Damages Class.

1.31. Injunctive Relief Class Long Form Notice of Settlement. "Injunctive Relief Class Long Form Notice of Settlement" means a notice to be provided on the Settlement Website, in the form attached as ***Exhibit E***, or in another form agreed to by the Parties that contains the same or substantially similar information as ***Exhibit E*** hereto.

1.32. Injunctive Relief Class Mail Notice. "Injunctive Relief Class Mail Notice" means the notice to be provided directly to Injunctive Relief Only Class Members by mail in the event that the Injunctive Relief Class Email Notice is returned as undeliverable (and to the extent available from Defendant's records or developed by the Settlement Administrator), in the form attached as ***Exhibit F***, or in another form agreed to by the Parties that contains the same or substantially similar information as ***Exhibit F*** hereto.

1.33. Injunctive Relief Class Email Notice. "Injunctive Relief Class Email Notice" means the notice to be provided directly to Injunctive Relief Only Class Members, in the form attached as ***Exhibit G***, or in another form agreed to by the Parties that contains the same or substantially similar information as ***Exhibit G*** hereto.

1.34. Injunctive Relief Class Released Claims. "Injunctive Relief Class Released Claims" means the claims against Defendant and Released Parties released by Injunctive Relief Class Members as set forth in Section 9.5.

1.35. Judgment. "Judgment" shall have the same meaning as Final Approval Order.

1.36. Motion for Preliminary Approval. "Motion for Preliminary Approval" refers to the motion that Plaintiff shall file seeking Preliminary Approval pursuant to Federal Rule of Civil Procedure 23(e)(2).

1.37. Motion for Final Approval. "Motion for Final Approval" refers to the motion that Plaintiff shall file seeking Final Approval Order pursuant to Federal Rule of Civil Procedure 23(e)(2).

1.38. Objection. "Objection" means an objection made by a Settlement Class Member to this Settlement by written notice of such objection postmarked during the Objection and Exclusion Period in accordance with Section 7.3.

1.39. Objection and Exclusion Deadline. "Objection and Exclusion Deadline" or "Objection and Exclusion Period" refers to the 60 days after the initial sending of Notice, during which any Settlement Class Member (a) may submit an Objection or (b) a Damages Class Member may submit a Request for Exclusion.

1.40. Objector. "Objector" refers to a Settlement Class Member who has submitted an Objection.

1.41. Parties. "Parties" refers collectively to (1) Plaintiff and (2) Defendant.

1.42. Plaintiff. "Plaintiff" refers to the Class Representative, Grace Grissom.

1.43. Preliminary Approval. "Preliminary Approval" means preliminary approval of the Agreement by the Court by entry on the Court's docket of the Preliminary Approval Order.

1.44. Preliminary Approval Order. "Preliminary Approval Order" means the order entered by the Court granting Preliminary Approval, substantially in the form of ***Exhibit H*** hereto.

1.45. Qualified Settlement Fund. "Qualified Settlement Fund" means a qualified settlement fund established pursuant to U.S. Treasury Regulation section 468B-1, 29 C.F.R. § 468B-1.

1.46. Released Claims. "Released Claims" collectively refers to the Damages Class Released Claims and Injunctive Relief Class Released Claims, as set forth in Section 9 of this Agreement.

1.47. Released Parties. "Released Parties" means Defendant and each of its members, owners, shareholders, unitholders, predecessors, successors (including, without limitation, acquirers of all or substantially all of Defendant's assets, stock, units or other ownership interests) and assigns; the past, present, and future, direct and indirect, parents (including, without limitation, holding companies), subsidiaries and affiliates of any of the above; and the past, present and future principals, trustees, partners, insurers, reinsurers, officers, directors, employees, agents, advisors, attorneys, vendors, members, owners, shareholders, unitholders, predecessors, successors, assigns, representatives, heirs, executors, and administrators of any of the above.

1.48. Request for an Enhanced Payment. "Request for an Enhanced Payment" means a request for an enhanced payment by a Damages Class Member as set forth in Section

4.4 below. The Request for an Enhanced Payment must be submitted through the Settlement Website no later than the Objection and Exclusion Period.

1.49. Request for Exclusion. "Request for Exclusion" refers to a written, opt-out request signed by a Damages Class Member and submitted in accordance with Section 7.2.

1.50. Settlement Classes. "Settlement Classes" refers to the Damages Class and Injunctive Relief Class.

1.51. Settlement Class Members. "Settlement Class Members" refers to the Damages Class Members and Injunctive Relief Class Members.

1.52. Settlement. "Settlement" means the agreement between the Class Representative, on behalf of herself and Settlement Class Members, and Defendant to fully, finally and forever settle and compromise the Released Claims, as memorialized in this Agreement and the accompanying documents attached hereto.

1.53. Settlement Administrator. "Settlement Administrator" refers to the entity selected in accordance with Section 6.1 below.

1.54. Settlement Website. "Settlement Website" refers to the website to be established and a mutually-agreeable URL and maintained by the Settlement Administrator, where the Long Form Notices, this Agreement, and other important documents, dates, and FAQs will be posted.

1.55. SSN Trace. "SSN Trace" refers to a tool used by Defendant to locate names and address associated with a Social Security number.

2. Recitals.

2.1. WHEREAS, by the Action, the Class Representative asserts claims, including the Released Claims, against Defendant for alleged violations of the FCRA;

2.2. WHEREAS, Class Representative and Class Counsel have investigated the facts and law, have engaged in discovery and settlement negotiations relating to the Action, and believe that it is desirable and in the best interests of the Settlement Class Members to enter into this Agreement;

2.3. WHEREAS, the purpose of this Agreement is to settle the Released Claims of the Settlement Classes and Class Representative

2.4. WHEREAS, Defendant denies any liability under the FCRA and denies that class certification is appropriate in this Action for any purpose other than to effectuate this Settlement. Defendant further denies that it engaged in any non-willful or willful violation of the FCRA. As part of the Agreement, Defendant specifically denies that it engaged in any wrongdoing, denies the allegations in the Complaint, denies that Defendant is liable for damages, penalties, interest, restitution, attorneys' fees or costs or any other remedy, and denies that any claim asserted by the

Class Representative is suitable for class treatment other than for settlement purposes. The Agreement is not and shall not in any way be deemed to constitute an admission or evidence of any wrongdoing or liability on the part of Defendant, nor of any violation of any federal, state, or municipal statute, regulation, or principle of common law or equity. Defendant has agreed—conditioned on the entry of Final Approval of this Settlement and certification of the Settlement Classes—to settle the Action solely to avoid the burden, expense, and possible uncertainty of litigation. Any statements in this Agreement are made for settlement purposes only. Sterling expressly disclaims that any Class Member suffered damages related to this Action. References herein to "Damages Class," "Damages Class Members" and similar phrases do not mean Sterling agrees such individuals suffered damages but are for ease of reference and pursuant to the settlement under Rule 23(b)(3) of the Federal Rules of Civil Procedure.

2.5. WHEREAS, the Parties have engaged in arms-length negotiations with a view toward achieving substantial benefits while avoiding the cost, delay, and uncertainty of further litigation. The Parties reached the Settlement after jointly retaining the services of experienced mediator, Judge Diane Welsh (Ret.) of JAMS Philadelphia.

2.6. WHEREAS, the Class Representative will urge that the Court approve this Agreement after considering (1) the factual and legal defenses to the claims asserted, which render uncertain the ultimate outcome of the Action, (2) the potential difficulties Plaintiff would encounter in establishing her claims and maintaining class treatment, (3) the substantial benefits produced by this Agreement, (4) that this Agreement provides relief in an expeditious and efficient manner, compared to any manner of recovery possible after litigation and potential appeal, and (5) that this Agreement allows Damages Class Members to opt out of the Action.

3. Certification of Settlement Class for Settlement Purposes Only.

3.1. As part of the Settlement, and for purposes of Settlement only, Defendant conditionally agrees to certification of the Settlement Classes under Rule 23 of the Federal Rules of Procedure by entry of the Preliminary Approval Order attached hereto as ***Exhibit H.***

3.2. Defendant expressly reserves the right to challenge the propriety of class certification should the Court not approve the Agreement.

4. Relief for Damages Class Members

4.1. Use of Damages Class Gross Settlement Amount. The Damages Class Gross Settlement Amount will be used to pay all payments to Damages Class Members, any Class Representative Service Payment associated with the Damages Class, all Administrative Costs associated with the Damages Class, and the Class Counsel Fees associated with the Damages Class.

4.2. No Reversion. No portion of the Damages Gross Settlement Amount will revert to Defendant.

4.3. Calculation of the Net Settlement Amount. The Damages Class Net Settlement Amount is the amount of the Damages Class Gross Settlement Amount that remains

after deducting amounts for any Class Representative Service Payment related to the Damages Class, Administrative Costs related to the Damages Class, and the Class Counsel Fees related to the Damages Class.

4.4. Calculation of Individual Settlement Payments. The settlement payment for each Damages Class Member shall be determined as follows: each Damages Class Member who (a) is identified by Defendant as a Damages Class Member who disputed their report and where an amended report was issued; or (b) submits through the Settlement Website a valid and timely Request for an Enhanced Payment shall be entitled to two settlement shares each. All other Damages Class Members shall be entitled to one settlement share each. The Net Settlement Amount will then be divided by the number of settlement shares and distributed pro rata according to the number of shares due to each of the Damages Class Members. It is the intention of this distribution that Enhanced Payment Damages Class Members shall receive a payment that is two times the amount of non-Enhanced Payment Damages Class Members.

5. Relief for Injunctive Relief Class Members

5.1. Injunctive Relief. As a result of this Action and Settlement, Defendant has agreed to the following injunctive relief: Defendant agrees not to use any name that is solely developed through a SSN Trace as a primary matching identifier to associate consumers with criminal records that are included on consumer reports prepared by Defendant.

6. Selection of Settlement Administrator.

6.1. Selection of Settlement Administrator. After obtaining competitive bids from multiple reputable administrators, Defendant shall recommend the name of the Settlement Administrator to Class Counsel. Subject to Class Counsel's consent, which shall not be unreasonably withheld, Defendant shall propose the appointment of the selected Settlement Administrator.

6.2. Settlement Administrator's Agreement with the Parties. Class Counsel and Defendant shall enter into an agreement with the Settlement Administrator that shall require the Settlement Administrator to abide by all Court orders in this Action and to perform the functions described in this Agreement, the Preliminary Approval Order, and the Final Approval Order, within the time limits specified in this Agreement, the Preliminary Approval Order, and the Final Approval Order, as well as such other services as are customarily performed by class action administrators.

6.3. Settlement Administration.

6.3.1. The Settlement Administrator will update the address information included with the Class List and use its best efforts to obtain the last known email and mail address for all Settlement Class Members. The Settlement Administrator will, as necessary, print, copy, format, and mail (as specified herein) the Damages Class Postcard Notice *and* shall *also* email the Damages Class Email Notice (***Exhibits B and C***) to each Damages Class Member for whom such information is available or obtained by the Settlement Administrator. The Settlement Administrator will also as necessary, print, copy, format, and mail the Damages Class

Reminder Postcard Notice *and* email the Damages Class Reminder Email Notice to each Damages Class Member who has not yet qualified for an Enhanced Payment at least 21 days before expiration of the Objection and Exclusion Period.

6.3.2. The Settlement Administrator shall use reasonably available commercial means to locate email addresses for all Injunctive Relief Class Members. The Settlement Administrator will email or mail (as specified herein) at least one version of the Injunctive Relief Email Notice to each Injunctive Relief Only Class Member, using email where an email address is located. If an email returns as undeliverable or if no email address can be found, the Settlement Administrator shall mail a copy of the Injunctive Relief Mail Notice.

6.3.3. The Settlement Administrator will use reasonable commercial means to update mailing addresses prior to any mailing, shall also perform a skip trace for undeliverable addresses, establish and maintain a Qualified Settlement Fund, obtain appropriate tax identification numbers, calculate individual settlement payments, file all required IRS forms, mail individual settlement payments and tax forms, create a mutually approved Settlement Website (with a URL that is mutually agreed to by the Parties) so that Settlement Class Members can access such materials as the operative Complaint, the Agreement, all Court orders related to the settlement, and the Long-Form Notices of Settlement (***Exhibits A and E***), submit Requests for an Enhanced Payment for the Damages Class, remit all required documentation to taxing authorities, implement the process for any uncashed settlement checks, and perform all other duties associated with settlement administration, including, but not limited to, all those specified in this Agreement.

6.3.4. Any dispute relating to the obligations of, or the performance by, the Settlement Administrator, shall be, after good-faith efforts by the Parties to resolve the dispute, referred to the Court.

6.4. Information Security. The Settlement Administrator shall ensure that the information that it receives from Class Counsel, Defense Counsel, and Settlement Class Members is secured and managed in such a way as to protect the security and confidentiality of the information. Except as specifically provided in this Agreement, the Settlement Administrator shall not disclose or disseminate any information that it receives from Class Counsel, Defense Counsel, and Settlement Class Members without the prior written consent of all Parties.

6.5. CAFA Notice.

6.5.1. The Settlement Administrator will prepare and mail, subject to the approval of Class Counsel and Defense Counsel, the notice(s) required by CAFA. This notice shall be mailed within seven (7) calendar days of the filing by Class Counsel of the Motion for Preliminary Approval.

6.5.2. Within five (5) business days of mailing the CAFA Notice, the Settlement Administrator shall provide to Class Counsel and Defense Counsel a declaration that the CAFA

Notice has been served and upon whom it has been served. The Parties will then file that declaration with the Court.

6.6. Qualified Settlement Fund Documents. No later than three (3) business days after filing of the Motion for Final Approval, the Settlement Administrator shall send Defense Counsel all necessary tax and wiring information for the Qualified Settlement Fund.

6.7. Internet Posting of Long-Form Notice of Settlement and Other Case Documents.

6.7.1. The Settlement Administrator will post on the Settlement Website the mutually agreed and Court-approved Long-Form Notices of Settlement in the form of ***Exhibits A and E*** hereto, or in another form agreed to by the Parties that contains the same or substantially similar information as ***Exhibits A and E*** hereto.

6.7.2. The Settlement Administrator shall also post the Complaint, the Agreement (with Exhibits), and the Motion for Preliminary Approval.

6.7.3. The Settlement Website shall be established and "go live" on the same date that the Notices are disseminated to the Settlement Class Members.

6.7.4. Within 24 hours of their filing, any other settlement-related dockets (including but not limited to the Preliminary Approval Order, the Motion for Class Counsel Fees, for a Class Representative Service Payment, the Motion for Final Approval and the Final Approval Order) shall also be posted to the Settlement Website.

6.7.5. The Settlement Administrator, at the time of having the Settlement Website "go live" shall also implement toll-free IVR telephone support that shall provide the answers to frequently asked questions, for both Settlement Classes.

6.8. The Class List. No later than twenty-one (21) days after the Court enters the Preliminary Approval Order, Defendant shall provide to the Settlement Administrator the Class List.

6.9. Notices to Class Members.

6.9.1. Within forty-five (45) calendar days of Preliminary Approval, the Settlement Administrator shall send the Court-approved Damages Class Postcard and Email Notices (in the form of ***Exhibit B and C*** hereto, or in another form agreed to by the Parties that contains the same or substantially similar information) to all Damages Class Members, and email the Court-approved Injunctive Relief Email Notice (*Exhibit G*) to the Injunctive Relief Only Class Members. For any Injunctive Relief Class Members for whom no email address can be located, the Settlement Administrator shall send the Injunctive Relief Mail Notice on the same date.

6.9.2. The Settlement Administrator shall send the Damages Class Reminder Notices no later than 21 days prior to the expiration of the Objection and Exclusion Period and

shall only send to those Damages Class Members who are otherwise not yet qualified for an Enhanced Payment at that time.

6.9.3. Undeliverable Notices. Any physical mailing returned as undeliverable shall be re-mailed on a weekly basis for 45 days following the initial notice mailing, via First Class U.S. Mail to any available forwarding address, using publicly available databases as practical to update mailing addresses. If no forwarding address is available, then the Settlement Administrator shall attempt to determine the correct address by using a computer-based skip-trace search, and shall then perform, if feasible, a re-mailing via First Class U.S. Mail. If no current address is available for a Settlement Class Member, then the Postcard Notice for that Class Member will be deemed undeliverable. For those Injunctive Relief Only Class Members whose Email Notice is returned as undeliverable, the Settlement Administrator shall promptly mail them an Injunctive Relief Mail Notice (*Exhibit F*) after the Email Notice is returned as undeliverable.

6.10. Settlement Administrator Obligation to Provide Information to the Parties and the Court.

6.10.1. Within three (3) calendar days of receipt of any Objection or Request for Exclusion, the Settlement Administrator shall provide copies of any Objection or Request for Exclusion to Class Counsel and Defense Counsel.

6.10.2. The Settlement Administrator shall also provide weekly updates regarding: (i) the number of Settlement Class Members whose Postcard Notices or Email Notices have been deemed undeliverable; (ii) the number and identification of Requests for Exclusion; (iii) the number and identification of any Objectors; and (iv) the number of Requests for an Enhanced Payment received.

6.10.3. At least seven (7) calendar days prior to the deadline for filing the Motion for Final Approval, the Settlement Administrator shall provide Class Counsel with a declaration attesting that all the Settlement Administrator's responsibilities under this Agreement and the Administrator's separate agreement have been fulfilled. At a minimum, the declaration shall attest to: (1) the number, manner, and timing of all Notices provided, undeliverable Notices, and Notices re-mailed; (2) the number of Objections received, and attach copies thereof; (3) the number of Request for Exclusions received, and attach copies thereof; (4) the number of Requests for Enhanced Payments received, (5) establishment and maintenance of the Settlement Website, (6) the Settlement Administrator's fulfillment of all other responsibilities of the Settlement Administrator pursuant to this Agreement or the Settlement Administrator's contractual agreement with the Parties; and (7) any other information requested for inclusion by the Parties or the Court.

7. Objections and Requests for Exclusion.

7.1. Objection and Exclusion Deadline. Prior to the Objection and Exclusion Deadline, Damages Class Members may, as provided below, submit to the Settlement Administrator a Request for Exclusion. Prior to the Objection and Exclusion Deadline, both

Damages Class Members and Injunctive Relief Class Members may submit an Objection. Except as specifically provided herein, no Request for Exclusion or Objection postmarked (or submitted online after midnight Pacific time) after the Objection and Exclusion Period shall be considered.

7.2. Requests for Exclusion and Opt Out Rights. Damages Class Members will have the opportunity to opt out by timely submitting a Request for Exclusion.

7.2.1. Opt-Out Procedure. Damages Class Members may opt out of this Agreement by mailing the Settlement Administrator a Request for Exclusion postmarked by the Objection and Exclusion Deadline. A Request for Exclusion, to be valid, must be signed and dated by the Damages Class Member, must provide the Damages Class Member's full name (and former names, if applicable), current address, current telephone number, and the last four digits of the Damages Class Member's Social Security number, and must include an express statement that the Damages Class Member wishes to be excluded from the Settlement. Any Request for Exclusion that does not include all of the required information or that is not submitted in a timely manner will be deemed ineffective.

7.2.2. No Representative Opt-Outs. No person or entity shall be permitted to submit a Request for Exclusion or otherwise exercise any exclusion or opt-out rights on behalf of any other person, whether as an agent or representative of another or otherwise, except upon proof of a legal power of attorney, conservatorship, trusteeship, or other legal authorization, and no person or entity may make a Request for Exclusion on behalf of other persons within the Damages Class as a group, class, or in the aggregate.

7.2.3. Effect of Opting Out. Any Damages Class Member who opts out of the Settlement may not submit an Objection and shall not receive any payment in connection with this Settlement, and shall not be bound by the releases included within this Agreement. If a Damages Class Member submits both a Request for Exclusion and an Objection, then the Request for Exclusion will be valid and will invalidate the Objection. Each Damages Class Member who does not submit a timely, valid Request for Exclusion shall be bound by the Releases in Section 9 below.

7.3. Objections. Unless otherwise provided in this Agreement, only those Damages Class Members who do not submit a Request for Exclusion and Injunctive Relief Class Members shall be entitled to object to the terms of the Agreement.

7.3.1. Objection Procedure. Any Objection must be in writing, must be submitted to the Settlement Administrator, postmarked within the Objection and Exclusion Period, and must contain (1) the Objector's full name and current mailing address, (2) the last four digits of the Objector's Social Security number, (3) the specific reason(s) for the Objection, (4) all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) for the Court to consider, and (5) identification of all counsel representing or assisting the Objector, if any.

7.3.2. Obligations of Individuals Who Object. Objectors can appear at the Final Fairness Hearing either in person or through counsel, but must state their intent to do so at the time they submit their Objection. An Objection may be withdrawn at any time.

7.3.3. Waiver of Objections. Settlement Class Members who fail to submit an Objection in the manner specified herein shall be deemed to have waived any Objection and shall be foreclosed from objecting to this Agreement, whether by appeal or otherwise.

7.4. Binding Effect of Settlement. A Settlement Class Member who does not timely submit a Request for Exclusion shall be bound by this Agreement, including the releases in Section 9 below, even if the Settlement Class Member's inability to timely submit a Request for Exclusion is the result of the inability of the Settlement Administrator to locate them or for other reasons beyond the Settlement Class Member's control.

7.5. No Interference with Class Member Responses. Each Party agrees not to encourage any Settlement Class Member to submit an Objection or a Request for Exclusion and agrees not to retaliate against any Settlement Class Member participating in this Agreement.

8. Administration of Settlement Proceeds.

8.1. Final Funding of Damages Class Gross Settlement Amount. Within 21 business days of the Effective Date, Defendant will deposit (or cause to be deposited) the Gross Damages Class Settlement Amount into the Qualified Settlement Fund.

8.2. Administrative Costs. The Parties have obtained an estimate of Administrative Costs for both the Damages Class and the Injunctive Relief Class. Class Counsel will seek approval in the Motion for Final Approval for the Settlement Administrator to be paid for administrative work related to the Damages Class from the Damages Class Gross Settlement Amount. Class Counsel shall be responsible for paying the Settlement Administrator for expenses incurred in connection with providing relief to the Injunctive Relief Class from any amount approved by the Court for the Injunctive Relief Class.

8.3. Class Counsel Fees and Injunctive Relief Administrative Expenses and Class Representative Incentive Award. Class Counsel may seek fees not to exceed one-third of the Damages Class Gross Settlement Amount as well as reasonable out of pocket litigation expenses related to Counsel's work and benefits achieved for the Damages Class. Class Counsel may also seek up to $500,000 as consideration for work performed and settlement administration expenses incurred by Class Counsel in connection with relief provided to the Injunctive Relief Class to be paid separately by Defendant. The $500,000 amount to be requested for the Injunctive Relief Class may include an amount for a Class Representative Service Award and/or an amount for Administrative Costs for the Injunctive Relief Class but in no event shall the amount requested for the Injunctive Relief Class exceed $500,000. Class Counsel shall file the requests for approval of these amounts no later than fourteen (14) days prior to the Objection and Exclusion Deadline. By signing below, the Parties warrant that these amounts were not discussed until all relief for the Settlement Classes had been negotiated.

8.3.1. Timing of Class Counsel Fees. The Settlement Administrator shall issue any approved Class Counsel Fees from the Damages Class Gross Settlement Amount and Defendant shall pay any approved Class Counsel Fees awarded in connection with the Injunctive Relief Class no later than fourteen (14) calendar days of the funding of the Damages Class Gross Settlement Amount in accordance with Section 8.1 above. Prior to the Effective Date, Class Counsel shall instruct the Settlement Administrator and Defendant with wiring instructions as to how the Class Counsel Fees may be paid and shall also provide any necessary tax information to the Settlement Administrator, including a form W-9. The Settlement Administrator and Defendant shall issue an appropriate Internal Revenue Service Form 1099 to Class Counsel. Class Counsel shall be solely responsible for paying all applicable taxes on any Class Counsel Fees and shall indemnify and hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Class Counsel Fees

8.4. Class Representative Service Payment. Class Counsel intends to request a Class Representative Service Payment for the Class Representative. Class Counsel may seek a service payment not to exceed $10,000 in total and the service payment may be requested to be paid from the Damages Class Gross Settlement Amount or from the amounts awarded in connection with the Injunctive Relief Class, or some combination thereof, at election of Class Counsel and subject to Court approval. The request for approval of such amount shall be made at the time Class Counsel files the motion for approval of Class Counsel Fees.

8.4.1. Approval of Class Representative Service Payment. If the Court does not approve a Class Representative Service Payment or approves only a lesser amount than that requested, then the other terms of this Agreement shall remain in effect.

8.4.2. Timing of Class Representative Service Payment. The Settlement Administrator shall pay any Class Representative Service Payment no later than fourteen (14) calendar days of the funding of the Damages Class Gross Settlement Amount in accordance with Section 8.1 above, and shall issue an IRS Form 1099 to Plaintiff. Plaintiff shall be solely responsible for paying all applicable taxes on any Class Representative Service Payment and shall indemnify and hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Service Payment.

8.4.3. Release by Class Representative. The Class Representatives agrees to the releases in Section 9 below, regardless of the amount of any Class Representative Service Payment approved by the Court.

8.5. Timing of Damages Class Member Payments. The Settlement Administrator shall issue the Damages Class Members' settlement payments no later than fourteen (14) calendar days after the funding of the Damages Class Gross Settlement Amount in accordance with Section 8.1 above.

8.6. Responsibility for Taxes. Each Damages Class Member shall be solely responsible for complying with any and all income tax liabilities and obligations which are or may become due or payable in connection with this Agreement and the Settlement. The Settlement Administrator shall provide each Damages Class Member with a notice advising them

to seek personal tax advice regarding any tax consequences of the settlement payments. The notice regarding the potential tax treatment to Damages Class Members shall be included with each disbursement to Damages Class Members. For the avoidance of doubt, none of the Released Parties, Defense Counsel, or Class Counsel, have made, or are making in connection with the Settlement, any representations regarding possible tax consequences relating to the settlement payments to Damages Class Members, and none of the Defendant, Defense Counsel or Class Counsel shall be held responsible for any such tax consequences.

8.7. Undeliverable or Uncashed Checks. All individual Damages Class settlement checks will remain negotiable for ninety (90) days from the date of their mailing. The Settlement Administrator shall notify Class Counsel and Defense Counsel of any undeliverable and uncashed checks. After ninety (90) days from the mailing, the Settlement Administrator will provide an accounting and proposed redistribution of remaining funds to Damages Class Members who cashed their checks as long as the anticipated redistribution amount will result in individual checks being greater than $25. If redistribution cannot be made or after redistribution, the total amount of any settlement checks from the Net Settlement Amount that has not been cashed will be donated to the Innocence Project as the *cy pres* recipient.

9. Releases.

9.1. Plaintiff's Individual General Release. By entry of the Final Approval Order, Plaintiff will release and forever discharge Defendant and the Released Parties from any and all individual claims, actions, causes of action, including claims for attorneys' fees, asserted or which could have been asserted as of the date of this Agreement. This release includes the claims that were, or could have been, asserted in the Action, as well as all claims, whether known or unknown, asserted or unasserted, which Plaintiff may currently have against Defendant and the Released Parties, or that may arise in the future, up to and including the Effective Date.

9.2. Damages Class Members' General Release. By entry of the Final Approval Order, each Damages Class Member will have their claims against Defendant and the Released Parties dismissed with prejudice, and each Damages Class Member—and each Damages Class Member's representatives, agents, attorneys, partners, successors, predecessors, assigns, and all those acting or purporting to act on their behalf —hereby releases and forever discharges Defendant and the Released Parties from any and all claims, actions, and causes of action, including claims for attorneys' fees, that were asserted, or which could have been asserted against Defendant and the Released Parties in the Action as of the Effective Date.

9.3. General Release of Unknown Claims. The Class Representative and each Damages Class Member further acknowledge that this Agreement is a full and final accord and release of each and every matter specifically and generally referred in Sections 9.1 above and 9.2. Class Representative and each Damages Class Member acknowledge that they may hereafter discover facts in addition to or different from those which they now know or believe to be true, but it is their intention to fully and finally and forever settle and release any and all matters, disputes, and differences known or unknown, suspected or unsuspected, which

heretofore have existed with or relating to Defendant and the Released Parties with respect to any alleged acts or failures to act on the part of Defendant or the Released Parties specifically and generally referred in Sections 9.1 above and 9.2. In furtherance of this intention, the release herein shall be, and will remain, in effect as a full and complete general release notwithstanding the discovery or existence of any such additional or different facts. Accordingly, Class Representative and each Damages Class Member hereby waives all rights or benefits under California Civil Code Section 1542, which provides:

> **A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

9.4. Class Representative and each Damages Class Member accept and assume the risk for claims arising before or after the Effective Date of this Agreement, known or unknown, and they specifically waive any rights they may otherwise have under Section 1542.

9.5. Injunctive Relief Class Member Release. By entry of the Final Approval Order, each Injunctive Relief Class Member releases the right to bring a class action or otherwise assert claims on an aggregated basis against Defendant and the Released Parties for any and all claims, actions, and causes of action, including claims for attorneys' fees, that were asserted, or which could have been asserted against Defendant and the Released Parties in the Action as of the Effective Date.

10. Settlement Approval Procedure.

10.1. Motion for Preliminary Approval. As soon as practicable after the execution of this Agreement, Plaintiff will request that the Court enter the Preliminary Approval Order. The Motion for Preliminary Approval shall also include the bases for demonstrating that certification of the Settlement Classes is appropriate, that the settlement terms are reasonable in light of the facts and law pertaining to the claims alleged.

10.2. Motion for Final Approval. Plaintiff shall file the Motion for Final Approval and request that the Court enter the Final Approval Order and the Injunctive Relief Order at or after the Final Fairness Hearing, with such Motion to be filed no later than fourteen (14) days prior to the Final Fairness Hearing.

10.3. Schedule of Final Fairness Hearing. The date of any Final Fairness Hearing shall be scheduled for a date no earlier than ninety (90) days after the CAFA Notice is sent and Plaintiff will request that it be scheduled 110 days after the Preliminary Approval Order is entered.

10.4. Motion for Class Counsel Fees and Class Representative Service Payment. Class Counsel may move for approval of attorneys' fees and costs and a class representative payment in the amounts set forth above in Sections 8.3, 8.4. The Motion for Class Counsel Fees and a Class Representative Service Payment shall be filed no later than fourteen (14) days prior to the Objection and Exclusion Deadline, and shall be promptly posted on the settlement

website, so that Class Members will have the opportunity to review it prior to the Objection and Exclusion Deadline.

10.5. Entry of Judgment. The Final Approval Order shall contain a provision by which the Court enters judgment in accordance with this Agreement, without an award of further fees or costs to any Party, or Settlement Class Member.

11. Modification by Court or Non-Approval of Agreement.

11.1. This Agreement, and the Settlement, shall be null and void if the Court requires changes to the Agreement that alter in any way the Parties' rights or duties before approving the Settlement, or if the Agreement is approved by the Court, but such approval is later reversed, modified, or vacated on appeal. Provided, however, that the Parties, in their sole discretion, can consent to modify this Agreement, in accordance with Section 12.4.1 below, to be consistent with any modifications requested or required by the Court.

11.2. Defendant shall have the right, but not the obligation, to terminate and rescind this Agreement if more than fifty (50) Settlement Class Members file valid Requests for Exclusion. To exercise this right, Defendant must provide written notice to Class Counsel no later than fourteen (14) days following the Objection and Exclusion Period. This Agreement, and the Settlement, shall be null and void upon Defendant's delivery of such notice.

11.3. In the event that the Agreement does not receive Final Approval, or otherwise becomes null and void, the Parties shall return to the *status quo ante* as if no Agreement had been negotiated or entered into. Moreover, the Parties shall be deemed to have preserved all of their rights or defenses and shall not be deemed to have waived any substantive or procedural rights of any kind that they may have as to each other or any Settlement Class Members. In that event, the Settlement and all negotiations and proceedings related to the Settlement will be without prejudice of the rights of the Parties, and evidence of the Settlement, negotiations, and proceedings will be inadmissible and will not be discoverable. As to the Damages Class, in the event the Court does not approve the requested Class Counsel Fees and/or Class Representative Award, the Settlement shall remain effective. In no circumstance shall any portion of the Damages Class Gross Settlement Fund revert to Defendant. As to the Injunctive Relief Class, should the Court award Class Counsel Fees in an amount less than $500,000, the unawarded amount shall remain Defendant's property.

12. Miscellaneous.

12.1. Execution of this Agreement.

12.1.1. Parties' Authority. Class Counsel, on behalf of the Settlement Classes, are expressly authorized by Class Representative and the Settlement Class Members to take all appropriate action required or permitted to be taken by the Settlement Classes pursuant to the Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Agreement on behalf of the Settlement Classes that they deem necessary or appropriate. Each attorney or other person executing the Agreement on

behalf of any Party hereto hereby warrants that such attorney or other person has the full authority to do so.

12.1.2. Binding Effect. This Agreement shall apply to and be binding upon and shall inure to the benefit of the Parties hereto, the Settlement Class Members, the Released Parties, and Class Counsel, as well as their respective successors, heirs and assigns. The Parties acknowledge it is their intent to consummate this Agreement and agree to cooperate to the extent reasonably necessary to effect and implement all terms and conditions of the Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Agreement

12.1.3. No Claims Arising From This Agreement. No person shall have any claim against the Released Parties, Defendant, Defense Counsel, the Class Representative, or Class Counsel based on distribution of benefits made substantially in accordance with this Agreement or any Settlement-related order(s) of the Court.

12.1.4. Counterparts. This Agreement may be executed in counterparts, execution in counterparts shall have the same force and effect as if all Parties had signed the same instrument.

12.1.5. Facsimile or Scanned Signatures. Any signature made and transmitted by facsimile, email, PDF or other electronic methods for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the Party whose counsel transmits the signature page by such electronic means.

12.2. Construction.

12.2.1. Materiality of Terms. Unless otherwise stated, all terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement.

12.2.2. No Construction Against the Author. The Parties have negotiated all the terms and conditions of this Agreement at arm's length. Each Party participated jointly in drafting this Agreement, and therefore its terms are not intended to, and shall not be, construed against any Party by virtue of draftsmanship.

12.2.3. Exhibits Incorporated by Reference. This Agreement include the terms set forth in any attached exhibit. Any exhibit to this Agreement is an integral part of it.

12.2.4. Headings. The headings within this Agreement appear for convenience of reference only and shall not affect the construction or interpretation of any part of this Agreement.

12.3. No Media Announcements or Other Undue Publicity. In order to preserve the integrity of the notice process, no Party shall make any public statement to the news, print, electronic, or Internet media concerning this Agreement. Class Counsel shall decline to respond to media inquiries concerning this Agreement. Nothing in this Agreement prevents Class

Counsel from making truthful representations to this Court or other courts about the resolution of this matter.

12.4. Parties' Entire Agreement. This Agreement, with its definitions, recitals, and exhibits, constitutes the entire agreement on its subject matter, and supersedes all prior and contemporaneous negotiations and understandings between the Parties. All prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement.

12.4.1. Waivers and Modifications to Be in Writing. No waiver, modification, or amendment of this Agreement, whether purportedly made before or after the Court's approval of this Agreement and the Settlement, shall be valid or binding unless it appears in a writing signed by or on behalf of all Parties, and then only to the extent set forth in such written waiver, modification or amendment, subject to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party or Parties of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

12.5. Inadmissibility of Settlement Documents. The Parties agree that this Agreement and all exhibits thereto, shall be inadmissible in any action or proceeding, except a proceeding to approve or enforce this Agreement. This Agreement will operate as a complete defense to—and may be used as the basis for an injunction against—any proceeding attempted in breach of this Agreement.

12.6. No Tax Advice. Nothing in this Agreement is advice by Class Counsel or Defense Counsel regarding taxes or tax liability, and no Party of Settlement Class Member is relying upon Class Counsel or Defense Counsel for such advice. Each Party instead is relying exclusively on the Party's own independent tax counsel in connection with this Agreement.

12.7. No Prior Assignments or Undisclosed Liens. The Class Representative and the Class Counsel represent that they have not assigned, transferred, conveyed, or otherwise disposed of any Released Claim or claim to attorneys' fees and costs to be paid under this Agreement. Each Class Representative and the Class Counsel further represent and warrant that there are not any liens or claims against any amount that Defendant is to pay under this Agreement.

12.8. Cooperation of the Parties. The Parties will comply with the covenants of good faith and fair dealing and otherwise cooperate and use their best efforts to obtain the Court's approval of this Agreement and all of its terms, including as follows. Each Party, upon the request of another, agrees to perform such acts and to execute and to deliver such documents as are reasonably necessary to carry out this Agreement. In the same spirit, the Parties agree to make all reasonable efforts to avoid unnecessary Administrative Costs.

12.9. Confidential Information. Class Counsel will destroy all "CONFIDENTIAL" documents and information produced by Defendant within sixty (60) calendar days of the Effective Date. Class Counsel further agree that no information provided by Defendant shall be used for any purpose other than prosecution of this Action.

12.10. Disputes. If the Parties dispute the interpretation of this Agreement, then they will attempt to resolve the dispute informally. If those efforts fail, they will mediate the dispute. The Parties will split the costs of the mediator, and the Parties will bear their own fees and costs. The Court shall retain jurisdiction over enforcement and implementation of this Agreement, and can require specific performance, although the Court lacks jurisdiction to modify the terms of this Agreement. If a Party institutes legal action to enforce this Agreement, then the prevailing Party will be entitled to recover attorney's fees and costs incurred in vindicating that Party's position.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

SO AGREED BY:

Date: 2/27/2023

DocuSigned by:
CEEAD640476C433...
GRACE GRISSOM, Class Representative

STERLING INFOSYSTEMS, INC.

Date: _____

By: _____

Its: _____

Approved as to form and content:

For Grace Grissom

BERGER MONTAGUE PC

By: _____

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For Sterling Infosystems, Inc.:

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SO AGREED BY:

Date: _____

GRACE GRISSOM, Class Representative

STERLING INFOSYSTEMS, INC.

Date: 02/27/2023

By: _____

Its: CFO

Approved as to form and content:

For Grace Grissom

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By: _____

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EXHIBIT A

United States District Court for Southern District of New York

Grissom v. Sterling Infosystems, Inc.

Case No. 1:20-cv-07948-VSB

Class Action Settlement Notice

Authorized by the U.S. District Court

You are not being sued.

This notice explains the Settlement, the Settlement Classes, and your legal rights and options.

Please read the entire notice carefully.

You should:

1. Read this notice.

2. If you do not want to remain in the Damages Class, submit an exclusion request by [DATE].

3. If you believe you are eligible to request a higher settlement payment, submit a Request for Enhanced Payment by [DATE].

Important things to know:

- If you remain in the Damages Class, and the Court approves the Settlement, you will receive a money payment.
- If you take no action, you will still be bound the Settlement and its releases.
- If you believe you may be eligible for a higher settlement payment, you have until [DATE] to submit a Request for an Enhanced Payment.
- You can learn more at: www.[ ].com.

TABLE OF CONTENTS

About This Notice

Why did I get this notice?

You have been identified as a member of a class in a purported class action lawsuit. Specifically, Defendant's records indicate that it prepared a consumer report on you between September 25, 2018 and June 4, 2021, that included a criminal record that Defendant had matched to you and you either disputed the record and had an amended report issued, or a pre-adverse action notice was sent to you regarding the report. As a class member, you are eligible to receive a payment as part of this class action settlement.

What is a class action lawsuit?

A class action is a lawsuit in which one or more people sue on behalf of a larger group, called the Class.

This notice describes your rights. Please review it carefully.

What do I do next?

Your Legal Rights & Options:

DO NOTHING, STAY IN THE CLASS, AND RECEIVE A CASH PAYMENT	You do not need to do anything to receive a payment. Once the settlement is approved, you will be sent a check. If you do nothing, you will be bound by the Court's decisions regarding the settlement. You will not be able to pursue any potential claims against the Defendant that have been released as part of the settlement. Review the full release at www.[].com. If you believe you may be eligible for a higher settlement payment as outlined below, complete and return a Request for an Enhanced Payment by [date]. If you disputed your report and an amended report was issued, you are already entitled to an Enhanced Payment. If you have questions about whether you disputed your report, please contact the Settlement Administrator.
EXCLUDE YOURSELF FROM THE SETTLEMENT	You can opt-out of the settlement if you want to maintain any legal rights you may have against Defendant. But if you opt-out, you will not receive a settlement payment if the Court grants final approval. To opt-out from the settlement, you must send a written request addressed to the Settlement Administrator and state that you wish to be excluded from the settlement and include the information discussed in more detail in this Notice. The opt-out deadline is [date].
OBJECT TO THE SETTLEMENT	You have the right to write to the Court to object to the settlement if you believe it is unfair. You would remain a part of the Class and be bound by the Court's decisions regarding the settlement. The objection deadline is [date].

Read on to understand the specifics of the settlement and what each choice would mean for you. The Court still has to decide whether to grant final approval of the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved.

What are the most important dates?

The Court has scheduled a final approval hearing for DATE. If there are no appeals, checks will be sent approximately 70 days after the Court finally approves the settlement. Your deadline to opt-out of the settlement, or object to the settlement, is [date]. If you believe you may be eligible for a higher settlement payment as detailed below, complete and return a Request for Enhanced Payment by Date.

Learning About the Lawsuit & Settlement

What is This Lawsuit About?

Plaintiff Grace Grissom ("Plaintiff") filed a class action lawsuit in federal court against Sterling Infosystems, Inc. ("Defendant") alleging that Defendant violated the Fair Credit Reporting Act ("FCRA") by including criminal records on individuals' consumer reports that were matched to the individuals, in part, by a SSN Trace, but which allegedly did not belong to the subject of the report. The law requires that a consumer reporting agency, like Defendant, follow reasonable procedures to assure maximum possible accuracy. Plaintiff alleged that Defendant violated the law by including records on consumer reports that allegedly did not belong to the subject of the reports.

Defendant denies that it did anything wrong or that it violated any laws. Defendant maintains that it follows reasonable procedures to assure maximum possible accuracy in the information it reports on all consumer reports. The Court has not made a determination that Defendant violated the FCRA. Nor has the Court made any determination that this lawsuit should proceed as a class action, as opposed to an individual claim brought by Plaintiff. This Notice should not be interpreted as an expression of the Court's opinion on the merits of the lawsuit. If the Parties had not reached a settlement, Defendant would have vigorously defended the lawsuit and moved for judgment in its favor.

Within the settlement, you are a member of the "Damages Class." The Damages Class is defined to include: all consumers for whom Defendant matched a record included in a consumer report based on a name developed through a SSN Trace from September 25, 2018 through June 4, 2021 wherein the consumer's first name, last name, and middle name or middle initial did not exactly match the first name, last name, and middle name or initial of the record reported; and where the consumer either made a dispute to Defendant regarding the report and an amended report was issued, or a pre-adverse action notice was sent to the consumer regarding the report.

By being a member of the Damages Class, you are also a member of the "Injunctive Relief Class." The Injunctive Relief Class includes all consumers who meet the above Damages Class definition, but who did not dispute or have a pre-adverse action notice issued to them. The Injunctive Relief component of the settlement is further described in the Injunctive Relief Long Form Notice available here: www.[xx].com.

What Can I Get Out of The Settlement?

A $2,500,000 Settlement Fund will be used to make cash payments to the Damages Class Members and to pay, if approved by the Court, a service award to the Class Representative and Class Counsel's attorneys' fees in the amount of one-third of the Fund and the attorneys' out of pocket costs, and to reimburse the Settlement Administrator for its expenses.

If the settlement is approved in full, each Damages Class Member will receive a settlement payment. Those Damages Class Members who already disputed the record at issue with Sterling and had an amended report issued or who complete and submit through the Settlement Website a Request for an Enhanced Payment by [date], will receive a settlement payment that is two times the amount of those Damages Class Members who do not meet those criteria. To be eligible to return a Request for an Enhanced Payment, the Damages Class Member must attest that they were harmed by the record(s) on their consumer report by having an inaccurate record on their report and having a lost or delayed employment opportunity Requests for an Enhanced Payment are subject to separate review by the Parties and their Counsel.

Depending on the final number of Damages Class Members and the final number of those eligible for the Enhanced Payments, and after deduction of the requested amounts to be approved by the Court to be paid from the Settlement Fund for fees, costs, and a service award, it is estimated that each Damages Class Member will receive approximately $175-$200, with those who submit a valid Request for an Enhanced Payment receiving twice that amount.

Who Are The Attorneys Representing The Class And How Will They be Paid?

The Court has approved lawyers to represent the Settlement Class ("Class Counsel"). If you prefer to hire your own attorney to represent you in this case, you may do so at your own expense. The attorneys who have been appointed by the Court to represent the Settlement Classes are:

E. Michelle Drake
John G. Albanese
Berger Montague PC
1229 Tyler Street NE, Suite 205
Minneapolis, MN 55413
612-594-5999
GrissomClassCounsel@bm.net

Subject to Court approval, Class Counsel will seek attorneys' fees in the amount of one-third of the Settlement Fund ($833,333) and reimbursement of their out-of-pocket expenses. Class Counsel may also seek a service award in an amount not to exceed $10,000 to be paid to Plaintiff for her services in representing the Settlement Classes. The attorneys' fees, costs, service award, and settlement administration expenses will be paid from the Settlement Fund if approved by the Court.

Deciding What You Want to Do

What are my options?

You have three options. You can (1) do nothing and remain in the Damages Class, or (2) exclude yourself (i.e., opt-out) from the settlement, or (3) object to the settlement.

This chart shows the effects of selecting each option:

	Do nothing and remain in the Damages Class	**Opt-Out of the Damages Class**	**Object to the Settlement**
Am I bound by the terms of the Damages Class if I…	Yes	No	Yes
Will I be able to receive money in the settlement if I ...	Yes	No	Yes

Your options and rights are explained in the following sections, along with the steps you must take if you wish to opt-out or object.

Doing Nothing

What Are The Consequences of Doing Nothing?

If you do nothing and remain in the Damages Class, you will receive a monetary settlement payment if the Court grants final approval of the settlement.

You will not be able to pursue claims against Defendant that are covered by the settlement's release. All the Court's decisions regarding the settlement will apply to you and you will be bound by any judgment entered.

Opting Out

What Happens if I Opt-Out of The Damages Class?

If you exclude yourself from the Damages Class, you will not receive any money from the settlement. You will not be bound by any of the Court's orders regarding the Damages Class, or any judgment or release entered regarding the Damages Class. You will retain any legal rights you may have against Defendant. You will be responsible for the fees and costs of any services provided by your own lawyer.

How do I Opt-Out?

If you wish to be excluded, you must mail a written request for exclusion addressed to the Settlement Administrator at [address]. Your request for exclusion must be in writing, signed by you, and postmarked on or before [date]. The request must state: "I do not want to be part of the Class in *Grissom v. Sterling*." The request must be also be dated and include your name, address, telephone number, and the last four of your Social Security number. The address you use on your exclusion request should be the address to which this notice was mailed. If you have a new address,

please also inform the Administrator of the new address so they can update the appropriate records. If you exclude yourself, you are not eligible to receive a payment.

Objecting to the Settlement

What Happens if I Object to The Settlement?

If you object according to the steps below, the Court will consider your objection. If it overrules your objection, you will be bound by the Court's decision, and you will remain a part of the Damages Class. You will receive a settlement payment if the Court grants final approval.

How Do I Object to The Settlement?

You may object to all or part of the settlement if you think it is not fair, reasonable and/or adequate. To object, you must submit to the Settlement Administrator at [address], a written explanation of the reasons you think that the Court should not approve the settlement. Be sure to sign the letter and include your name, address, last four of your Social Security number, and the basis of your objection including any documentation, and include a notation that it is for "*Grissom v. Sterling.*" The deadline to postmark an objection to the Settlement Administrator is [date]. If you are represented by counsel in your objection, include that attorney's information.

Additional Information

When And Where Will The Court Decide Whether to Approve The Settlement?

The Court will hold a Fairness Hearing on _____, at _____ _.m. at Courtroom 518, 40 Foley Square, New York, NY 10007. At the Fairness Hearing, the Court will consider whether the proposed settlement is fair, reasonable, and adequate. The Court will also hear objections to the settlement, if any. We do not know how long the Court will take to make its decision after the Hearing. In addition, the Hearing may be continued at any time by the Court without further notice to you.

You do not have to appear in order to receive a benefit. However, you may request permission to speak at the Hearing by filing a "Request to Appear." Be sure to sign the letter and include your name, address, and a specific statement that you want to be heard on "*Grissom v. Sterling.*"

If the Court approves the settlement, the Court's judgment as to the Damages Class will be binding on all Damages Class Members who do not validly exclude themselves.

Where Can I Get Additional Information?

Review the additional documents available on the Settlement Website, including the Complaint, the full Settlement Agreement, and the documents on the Injunctive Relief-side of the Settlement Website (www.[xx].com).

EXHIBIT B

From: info@xxxx.com
To: [Class Member email address]
Subject: Notice of Class Action Settlement

Dear [Class Member Name]:

Consumers who had a report prepared on them by Sterling Infosystems may be affected by a class action settlement

Para una notificación en Español, llamar xxxxxx o visitar www.xxx.com

You are receiving this notice because records indicate you qualify to receive a payment from a class action settlement.

What is this about? A proposed settlement has been reached in a class action lawsuit against Sterling Infosystems, Inc. ("Defendant") regarding certain records included on consumer reports through a SSN Trace that allegedly did not match the subject of the consumer report.

Am I affected? Defendant's records indicate you are a Damages Class Member. This means, between September 25, 2018 and June 4, 2021, Sterling included a record on your consumer report that was developed through a SSN Trace, and that record's first name, last name, middle name or initial allegedly did not exactly match yours; and you either disputed that record with Sterling and had an amended report issued, or a pre-adverse action notice was sent to you about the report.

You are also a member of the Injunctive Relief Class, that is receiving the benefit of practice changes Sterling has agreed to as part of the settlement. Review the information at www.xx.com for more details about the Injunctive Relief.

What does the settlement provide? The settlement establishes a $2,500,000 Settlement Fund for payments to Damages Class Members, after payment of attorneys' fees and the cost for settlement administration, and any approved Class Representative award. If you believe you were harmed by the record(s) on your report and lost or had a delayed employment opportunity (fired, not hired, delay in hiring), you may seek an *additional* amount from the Settlement Fund by submitting a Request for an Enhanced Payment. The parties estimate Damages Class Members will each receive approximately $175-$200 and those Requesting an Enhanced Payment will receive two times that amount.

How do I get a payment? You do not have to do anything to get a payment. If the Court approves the settlement, you will automatically receive a payment. If you believe you are entitled to an *additional* payment, go to www.xxxx.com to submit a Request for an Enhanced Payment. If your address changes, please email xxxxxx to provide an updated address.

Your other rights. If you do nothing, you will receive a monetary payment but will be bound by the Court's decision. If you want to maintain any other rights you may have, you should consider excluding yourself from the Damages Class by [date]. If you stay in the settlement but do not agree with the terms, you may object to it by [date].

The Hearing. The Court will hold a hearing on xxxxxxx to consider whether to approve the settlement as well as requests for attorneys' fees, which for the Damages Class will be an amount not to exceed $833,333, plus out-of-pocket expenses. The Court will also consider any requests for a service award to the Class Representative. Any service payment requested will not exceed $10,000. The Court appointed Berger Montague PC to represent the Settlement Classes as Class Counsel. You or your

own attorney may appear at the hearing, at your own expense, but you must let the Court know by [date].

For more information: Call xxxxxx or visit www.xxx.com

To unsubscribe from this list, please click on the following link: Unsubscribe

EXHIBIT C

COURT AUTHORIZED NOTICE

Grace Grissom v. Sterling Infosystems, Inc.

Settlement Administrator
address
address

FIRST CLASS MAIL
US POSTAGE PAID
Permit#__

Postal Service: Please do not mark barcode

Notice ID: <<noticeid>>
PIN: <<pin>>

<<fname>> <<lname>>
<<addrline1>>
<<addrline2>>
<<city>>, <<state>> <<zip>>
<<country>>

A settlement has been reached in a purported class action lawsuit (the "Action") against Sterling Infosystems, Inc. ("Defendant") for alleged violations of the Fair Credit Reporting Act ("FCRA"). Plaintiff claims that Defendant violated the FCRA by not following reasonable procedures to assure maximum possible accuracy by allegedly matching records to individuals where the record allegedly did not belong to the subject of the report. Defendant vigorously denies that it violated any law but has agreed to settle to avoid the uncertainties and expenses associated with continuing the Action. This Notice summarizes the proposed Settlement. The complete Settlement terms and conditions are available in the Settlement Agreement at www.xxxxx.com.

Am I a Class Member? Defendant's records indicate you are a Damages Class Member. This means, between September 25, 2018 and June 4, 2021, Defendant included a record on your consumer report that was developed through a SSN Trace, and that record's first, last, middle name or initial allegedly did not exactly match yours; and you either disputed that record with Defendant and had an amended report issued, or a pre-adverse action notice was sent to you about the report.

You are also a member of the Injunctive Relief Class that is receiving the benefit of practice changes Defendant has agreed to as part of the settlement. Review the information at www.xx.com for more details about the Injunctive Relief.

What Can I Get? The settlement establishes a $2,500,000 Settlement Fund for payments to Damages Class Members, after payment of attorneys' fees, costs, and the cost for settlement administration, and any approved Class Representative award. The parties estimate Damages Class Members will each receive approximately $175-$200. If you believe you were harmed by Defendant's report in the form of a lost or delayed employment opportunity, you may seek an additional amount from the Settlement Fund by submitting a Request for an Enhanced Payment.

_____ If there is an "X" on the line preceding this sentence, you must fill out a Request for an Enhanced Payment to receive an Enhanced Payment. If there is not an "X," Defendant's records indicate that you disputed your report, an amended report was issued, and you will be entitled automatically to an Enhanced Payment.

What Are My Other Options? (1) Do Nothing. If you do nothing in response to this Notice, you will receive a monetary recovery and will lose both any legal rights you may have against Defendant related to this suit and to object to the Settlement of this suit. (2) Exclude Yourself. You may exclude yourself from the Damages Class by mailing a written notice to the Settlement Administrator postmarked by **xxxxx**, that includes a signed and dated statement you want to be excluded from the Class in *Grissom v. Sterling* and includes your name, contact information, and last 4 of your SSN. If you exclude yourself, you will not receive a settlement payment, but you retain any legal rights you may have against Defendant. (3) Object. If you do not exclude yourself, you and/or your lawyer have the right to appear before the Court and object to the Settlement. Your written, signed objection must be mailed by first class mail to the Settlement Administrator, and postmarked no later than **xxxxx**. Specific instructions on how to object to or exclude yourself from the Settlement are available at www.xxxxx.com.

Who Represents Me? The Court has appointed a team of lawyers from Berger Montague PC to serve as Class Counsel. They will petition to be paid legal fees not to exceed $833,333, out of pocket costs, as well as request a Class Representative Award not to exceed $10,000, and settlement administration expenses to be paid from the settlement fund.

When Will the Court Consider the Settlement? The Court will hold a final approval hearing on DATE, at TIME. At that hearing, the Court will hear any objections concerning the fairness of the Settlement, decide whether to approve the requested attorneys' fees and costs, Class Representative award, and determine whether the Settlement should be approved.

How Do I Get More Information? For more information, including the full Notice, and Settlement Agreement, go to www.___.com, or contact Class Counsel at 612-594-5999, or GrissomClassCounsel@bm.net.

EXHIBIT D

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

GRACE GRISSOM, individually and on behalf of those similarly situated,

Plaintiff,

-against-

STERLING INFOSYSTEMS, INC.,

Defendant.

Case No.: 1:20-cv-07948-VSB

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT, CERTIFYING SETTLEMENT CLASSES, AND TERMINATING ACTION

Plaintiff Grace Grissom ("Class Representative"), on behalf of herself and all others similarly situated, has submitted to the Court a Motion for Final Approval of the Settlement Agreement ("Final Approval Motion").

This Court has reviewed the papers filed in support of the Final Approval Motion, including the Settlement Agreement filed with Plaintiff's Preliminary Approval Motion, the memoranda and arguments submitted on behalf of the Settlement Classes, and all supporting exhibits and declarations thereto, as well as the Court's Preliminary Approval Order. The Court held a Final Fairness Hearing on _____, 2023, at which time the Parties and other interested persons were given an opportunity to be heard in support of and in opposition to the proposed Settlement. Based on the papers filed with the Court and the presentations made at the Final Fairness Hearing, the Court finds that the Settlement Agreement is fair, adequate, and reasonable.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. This Final Approval Order incorporates herein and makes a part hereof the Settlement Agreement and the Preliminary Approval Order. Unless otherwise provided herein, the capitalized terms used herein shall have the same meanings and/or definitions given to them in the Preliminary Approval Order and Settlement Agreement, as submitted to the Court with the Preliminary Approval Motion.

2. This Court has jurisdiction over the subject matter of this action, the Class Representative, the Settlement Classes, and Defendant.

RULE 23(b)(2) SETTLEMENT CLASS

3. In the Preliminary Approval Order, this Court previously certified, for settlement purposes only, the Injunctive Relief Class defined as follows:

> All consumers for whom Sterling matched a record included in a consumer report based on a name developed through a SSN trace from September 25, 2018 through June 4, 2021 wherein the consumer's first name, last name and middle name or middle initial did not exactly match the first name, last name, middle name or middle initial of the record reported.

4. Certification of the Injunctive Relief Class is hereby reaffirmed as a final Settlement Class pursuant to Fed. R. Civ. P. 23(b)(2). For the reasons set forth in the Preliminary Approval Order, this Court finds, on the record before it, that this action may be maintained as a class action on behalf of the Injunctive Relief Class.

5. In the Preliminary Approval Order, this Court previously appointed Plaintiff as Class Representative, and hereby reaffirms that appointment, finding, on the record before it, that Plaintiff has and continues to adequately represent the Injunctive Relief Class Members.

RULE 23(b)(3) SETTLEMENT CLASS

6. In the Preliminary Approval Order, this Court previously certified, for settlement purposes only, the Damages Class defined as follows:

> All consumers for whom Sterling matched a record included in a consumer report based on a name developed through a SSN Trace from September 25, 2018 through June 4, 2021 wherein the consumer's first name, last name and middle name or middle initial did not exactly match the first name, last name, middle name or middle initial of the record reported; and where the consumer either made a dispute to Defendant regarding the report and an amended report was issued or where a pre-adverse action notice was sent to the consumer regarding the report.

7. Certification of the Damages Class is hereby reaffirmed as a final Settlement Class pursuant to Fed. R. Civ. P. 23(b)(3). For the reasons set forth in the Preliminary Approval Order, this Court finds, on the record before it, that this action may be maintained as a class action on behalf of the Damages Class.

8. In the Preliminary Approval Order, this Court previously appointed Plaintiff as Class Representative for the Damages Class and hereby reaffirms that appointment, finding on the record before it, that Plaintiff has and continues to adequately represent the Damages Class Members.

9. **CLASS COUNSEL APPOINTMENT —** In the Preliminary Approval Order, this Court previously appointed E. Michelle Drake and John G. Albanese of Berger Montague PC as Counsel for the Settlement Classes and hereby reaffirms that appointment, finding, on the record before it, that Class Counsel have and continue to adequately and fairly represent Settlement Class Members.

10. **CLASS NOTICE** — The record shows, and the Court finds, that notice to the Settlement Classes has been given in the manner approved by the Court in the Preliminary Approval Order. The Court finds that such notices (i) constituted the best notice practicable to the

Settlement Classes under the circumstances; (ii) were reasonably calculated, under the circumstances, to apprise the Settlement Classes of the pendency of this Action, the terms of the Settlement Agreement, their rights under the Settlement Agreement and deadlines by which to exercise them, and the binding effect of the Final Approval Order on the Settlement Class Members; (iii) provided due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfy the requirements of the U.S. Constitution (including the Due Process Clause), Federal Rule of Civil Procedure 23, and any other applicable law.

11. Full opportunity has been afforded to members of the Settlement Classes to participate in the Final Fairness Hearing. Accordingly, the Court determines that all Settlement Class Members, except the ___ individuals who have successfully opted out of the Damages Class, are bound by this Final Approval Order in accordance with the terms provided herein.

FINAL APPROVAL OF THE SETTLEMENT AGREEMENT

12. Pursuant to Fed. R. Civ. P. 23(e), the Court hereby finally approves in all respects the Settlement as set forth in the Settlement Agreement, and finds the benefits to the Settlement Classes, and all other parts of the Settlement are, in all respects, fair, reasonable, and adequate, and in the best interest of the Settlement Classes, within a range that responsible and experienced attorneys could accept considering all relevant risks and factors and the relative merits of the Plaintiff's claims and any defenses of Defendant, and are in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause, and the Class Action Fairness Act. Accordingly, the Settlement shall be consummated in accordance with the terms and provisions of the Settlement Agreement, with each Settlement Class Member, except the ___ individuals who have successfully opted out of the Damages Class, being bound by the Settlement Agreement, including all releases set forth in the Settlement Agreement.

13. Specifically, the Court finds that the terms of the Settlement Agreement are fair, reasonable, and adequate given the following factors, among other things:

A. All claims within the above-captioned proceeding are complex and time-consuming, and would have continued to be so through summary judgment and/or trial if it had not settled;

B. Class Counsel had a well-informed appreciation of the strengths and weaknesses of the Action while negotiating the Settlement Agreement;

C. The relief provided for by the Settlement Agreement is well within the range of reasonableness in light of the best possible recovery and the risks the Parties would have faced if the case had continued to trial;

D. The Settlement Agreement was the result of arms' length, good faith negotiations and exchange of information by experienced counsel;

E. The reaction of the Settlement Classes has been positive.

14. All claims in the above-captioned proceeding are hereby dismissed with prejudice and terminated. Except as otherwise provided herein or in the Settlement Agreement, such dismissal and termination shall occur without costs to Plaintiff or Defendant. All Injunctive Relief Class Members are hereby enjoined from asserting any Released Claim, other than on an individual basis, against any Released Party. All Damages Class Members hereby fully release all Released Parties for all Damages Class Released Claims, and are hereby enjoined from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit or claim that asserts any Damages Class Released Claims.

15. Pursuant to the Settlement Agreement, as of the Effective Date, Plaintiff and the Settlement Class Members shall be deemed to have fully, finally, and forever released and

discharged the Released Parties from any and all Released Claims, as those terms are defined in the Settlement Agreement.

16. **ATTORNEYS' FEES, COSTS, AND SERVICE AWARD** – Pursuant to Fed. R. Civ. P. 23(h), Class Counsel applied to the Court for awards of attorneys' fees and costs as related to each Settlement Class.

17. The Court notes that the requested amounts were included in the notice materials disseminated to the Settlement Classes and there have been no objections to the requested amounts.

18. The Court, having reviewed the declarations, exhibits, and memoranda submitted in support of the requests for attorneys' fees and reimbursement of costs, approves an award of attorneys' fee and costs to Class Counsel as to the Damages Class in the amount of $_____ and $_____, respectively, and as to the Injunctive Relief Class, approves the separate payment by Defendant of $500,000. The Court finds these amounts are reasonable and appropriate under all circumstances presented.

19. The Court also approves a service award to the Class Representative Grace Grissom of $_____ of which $_____ is to be paid from the Damages Class Settlement Fund and $_____ to be paid from the $500,000 awarded in connection with the Injunctive Relief Class.

20. The Settlement Administrator is further approved to reimburse its reasonable costs in connection with the Damages Class from the Damages Class Settlement Fund prior to the distribution to the Damages Class Members.

21. The Settlement Administrator is directed to distribute the balance of the Settlement Fund to participating Damages Class Members as expressly set forth in the Settlement Agreement. Should funds remain for *cy pres* distribution, the Parties' selected organization, The Innocence Project, is approved to receive such residual funds.

22. The Court expressly retains exclusive and continuing jurisdiction, without affecting the finality of this Order, over the Settlement Agreement, including all matters relating to the implementation and enforcement of the terms of the Settlement Agreement. Nothing herein, including the Court's retention of jurisdiction over the Settlement Agreement, shall be a basis for any Party, including any class member, to assert personal jurisdiction over any other Party in any matter other than a matter seeking to enforce the terms of the Settlement Agreement.

23. If the Effective Date, as defined in the Settlement Agreement does not occur for any reason whatsoever, this Final Approval Order shall be deemed vacated and shall have no force or effect whatsoever.

24. The Parties are hereby directed to carry out their obligations under the Settlement Agreement.

25. There being no just reason for delay, the Court directs this Final Order be, and hereby is, entered as a final and appealable order.

It is SO ORDERED.

Dated: _____

_____
Hon. Vernon S. Broderick
U.S. District Judge

EXHIBIT E

United States District Court for Southern District of New York

Grissom v. Sterling Infosystems, Inc.

Case No. 1:20-cv-07948-VSB

Class Action Settlement Notice

Authorized by the U.S. District Court

You are not being sued. This notice explains the Settlement, the Settlement Classes, and your legal rights and options. Please read the entire notice carefully.	You should: 1. Read this notice. 2. If you do not agree with the terms of the settlement, submit an objection by [DATE].

Important things to know:

- You are unable to opt out of the Injunctive Relief Class.
- If you do not agree with the terms of the settlement, you have until [DATE] to submit an objection.
- You can learn more at: www.[ ].com.

TABLE OF CONTENTS

About This Notice

Why did I get this notice?

You have been identified as a member of a class in a purported class action lawsuit. Specifically, Defendant's records indicate that it prepared a consumer report on you between September 25, 2018 and June 4, 2021, that included a record that Defendant had matched to you that may have not belonged to you. As a class member, you are receiving the benefit of important practice changes by Defendant.

What is a class action lawsuit?

A class action is a lawsuit in which one or more people sue on behalf of a larger group, called the Class.

This notice describes your rights. Please review it carefully.

What do I do next?

Your Legal Rights & Options:

OBJECT TO THE SETTLEMENT	You have the right to write to the Court to object to the settlement if you believe it is unfair. You remain a part of the Class and are bound by the Court's decisions regarding the settlement. The objection deadline is [date].

Read on to understand the specifics of the settlement and what it means for you. The Court still has to decide whether to grant final approval of the settlement.

What are the most important dates?

Th Court has scheduled a final approval hearing for DATE. Your deadline to object to the settlement is [date].

Learning About the Lawsuit & Settlement

What is This Lawsuit About?

Plaintiff Grace Grissom ("Plaintiff") filed a purported class action lawsuit in federal court against Sterling Infosystems, Inc. ("Defendant") alleging that Defendant violated the Fair Credit Reporting Act ("FCRA") by including records on individuals' consumer reports that were matched to the individuals, in part, by using a SSN Trace, but which allegedly did not belong to the subject of the report. The law requires that a consumer reporting agency, like Defendant, follow reasonable procedures to assure maximum possible accuracy. Plaintiff alleged that Defendant violated the law by including records on consumer reports that allegedly did not belong to the subject of the reports.

Defendant denies that it did anything wrong or that it violated any laws. Defendant maintains that it follows reasonable procedures to assure maximum possible accuracy. The Court has not made a determination that Defendant violated the FCRA. Nor has the Court made any determination that this lawsuit should proceed as a class action, as opposed to an individual claim brought by

Plaintiff. This Notice should not be interpreted as an expression of the Court's opinion on the merits of the lawsuit. If the Parties had not reached a settlement, Defendant would have vigorously defended the lawsuit and moved for judgment in its favor.

Within the settlement, you are a member of the "Injunctive Relief Class." The Injunctive Relief Class is defined to include: all consumers for whom Defendant matched a record included in a consumer report based on a name developed through a SSN Trace from September 25, 2018 through June 4, 2021 wherein the consumer's first name, last name, and middle name or middle initial did not exactly match the first name, last name, and middle name or initial of the record reported.

What Do I Get Out of The Settlement?

You are receiving the benefits of important practice changes Defendant has agreed to as part of the settlement. Specifically, Defendant has agreed not to use any name that is solely developed through a SSN Trace as a primary matching identifier to associate consumers with criminal records that are included on consumer reports prepared by Defendant.

In exchange for this relief, you are only giving up your right to pursue any potential legal rights as part of a class action or other aggregated proceeding.

There is a separate settlement that provides some people with monetary relief. If you are part of that settlement you will receive an additional notice. You are not giving up any other rights you may have.

Who Are The Attorneys Representing The Class And How Will They be Paid?

The Court has approved lawyers to represent the Settlement Classes ("Class Counsel"). If you prefer to hire your own attorney to represent you in this case, you may do so at your own expense. The attorneys who have been appointed by the Court to represent the Settlement Classes are:

E. Michelle Drake
John G. Albanese
Berger Montague PC
1229 Tyler Street NE, Suite 205
Minneapolis, MN 55413
612-594-5999
GrissomClassCounsel@bm.net

Subject to Court approval, Class Counsel will seek attorneys' fees in the amount of $500,000 for their work on behalf of the Injunctive Relief Class. This amount will be paid separately by the Defendant if it is approved by the Court.

Deciding What You Want to Do

What are my options?

Due to the nature of the Injunctive Relief Class, you cannot exclude yourself from the Class, but you can object to the settlement if you disagree with certain of its terms.

Your rights are explained in the following sections, along with the steps you must take if you wish to object.

Objecting to the Settlement

What Happens if I Object to The Settlement?

If you object according to the steps below, the Court will consider your objection. If it overrules your objection, you will be bound by the Court's decision.

How Do I Object to The Settlement?

You may object to all or part of the settlement if you think it is not fair, reasonable and/or adequate. To object, you must submit to the Settlement Administrator at [address], a written explanation of the reasons you think that the Court should not approve the settlement. Be sure to sign the letter and include your name, address, last four of your Social Security number, and the basis of your objection including any documentation, and include a notation that it is for "*Grissom v. Sterling.*" The deadline to postmark an objection to the Settlement Administrator is [date]. If you are represented by counsel in your objection, include that attorney's information.

Additional Information

When And Where Will The Court Decide Whether to Approve The Settlement?

The Court will hold a Fairness Hearing on _____, at _____ _.m. at Courtroom 518, 40 Foley Square, New York, NY 10007. At the Fairness Hearing, the Court will consider whether the proposed settlement is fair, reasonable, and adequate. The Court will also hear objections to the settlement, if any. We do not know how long the Court will take to make its decision after the Hearing. In addition, the Hearing may be continued at any time by the Court without further notice to you.

You do not have to appear in order to receive a benefit. However, you may request permission to speak at the Hearing by filing a "Request to Appear." Be sure to sign the letter and include your name, address, and a specific statement that you want to be heard on "*Grissom v. Sterling.*"

Where Can I Get Additional Information?

Review the additional documents available on the Settlement Website, including the Complaint, the full Settlement Agreement, and the documents on the Damages Class-side of the Settlement Website (www.[xx].com).

EXHIBIT F

COURT AUTHORIZED NOTICE

Grace Grissom v. Sterling Infosystems, Inc.

Settlement Administrator
address
address

FIRST CLASS MAIL
US POSTAGE PAID
Permit#__

Postal Service: Please do not mark barcode

<<fname>> <<lname>>
<<addrline1>>
<<addrline2>>
<<city>>, <<state>> <<zip>>
<<country>>

A settlement has been reached in a purported class action lawsuit (the "Action") against Sterling Infosystems, Inc. ("Defendant") for alleged violations of the Fair Credit Reporting Act ("FCRA"). Plaintiff claims that Sterling violated the FCRA by not following reasonable procedures to assure maximum possible accuracy by allegedly matching records to individuals where the record allegedly did not belong to the subject of the report. Defendant vigorously denies that it violated any law but has agreed to settle to avoid the uncertainties and expenses associated with continuing the Action. This Notice summarizes the proposed Settlement. The complete Settlement terms and conditions are available in the Settlement Agreement at www.xxxxx.com.

Am I a Class Member? Defendant's records indicate you are an Injunctive Relief Class Member. This means, between September 25, 2018 and June 4, 2021, Defendant included a record on your consumer report that may not belong to you.

What Do I Get? Defendant has agreed to implement important practice changes as part of the Settlement. Specifically, Defendant has agreed to change its practices so it does not use any name that is solely developed through a SSN Trace as a primary matching identifier to associate consumers with records that are included on consumer reports prepared by Defendant. In exchange for this relief, you are only giving up your right to pursue any potential legal rights as part of a class action or other aggregated proceeding. There is a separate settlement that provides some people with monetary relief. If you are part of that settlement you will receive an additional notice. You are not giving up any other rights you may have.

What Are My Options? As part of the Injunctive Relief Class, you are unable to opt out of the settlement. You and/or your lawyer do have the right to appear before the Court and object to the Settlement. Your written, signed objection must be mailed by first class mail to the Settlement Administrator, and postmarked no later than [date]. Specific instructions on how to object to the Settlement are available at www.xxxxx.com.

Who Represents Me? The Court has appointed a team of lawyers from Berger Montague PC to serve as Class Counsel. They will petition to be paid legal fees for their work on behalf of the Injunctive Relief Class, not to exceed $500,000, to be paid separately by Defendant.

When Will the Court Consider the Settlement? The Court will hold a final approval hearing on DATE, at TIME. At that hearing, the Court will hear any objections concerning the fairness of the Settlement, decide whether to approve requested attorneys' fees and costs, Class Representative award, and determine whether the Settlement should be approved.

How Do I Get More Information? For more information, including the full Notice, and Settlement Agreement, go to www._____.com, or contact Settlement Administrator at PHONE.

EXHIBIT G

From: info@xxxx.com
To: [Class Member email address]
Subject: Notice of Class Action Settlement

Dear [Class Member Name]:

Consumers who had a report prepared on them by Sterling Infosystems may be affected by a class action settlement

Para una notificación en Español, llamar xxxxxx o visitar www.xxx.com

You are receiving this notice because records indicate you are a member of a class action settlement.

What is this about? A proposed settlement has been reached in a class action lawsuit against Sterling Infosystems, Inc. ("Sterling" or "Defendant") regarding certain records included on consumer reports that allegedly did not match the subject of the report.

Am I affected? Defendant's records indicate you are an Injunctive Relief Class Member. This means, between September 25, 2018 and June 4, 2021, Defendant included a record on your consumer report that was developed through the SSN Trace product, and that record's first name, last name, middle name or initial allegedly did not exactly match yours.

What does the settlement provide? The settlement provides for practice changes by Defendant. Specifically, Defendant has agreed not to use any name that is solely developed through a SSN Trace as a primary matching identifier to associate consumers with criminal records that are included on consumer reports prepared by Defendant. In exchange for this relief, you are only giving up your right to pursue any potential legal rights as part of a class action or other aggregated proceeding. There is a separate settlement that provides some people with monetary relief. If you are part of that settlement you will receive an additional notice. You are not giving up any other rights you may have.

Your rights. If you do not agree with the terms of the Injunctive Relief settlement, you may object to it by [date].

The Hearing. The Court will hold a hearing on xxxxxxx to consider whether to approve the settlement as well as requests for attorneys' fees, costs, administrative costs, and a service award to the Class Representative which for the Injunctive Relief Class will be an amount not to exceed $500,000 and will be paid separately by the Defendant. The Court appointed Berger Montague PC to represent the Settlement Classes as Class Counsel. You or your own attorney may appear at the hearing, at your own expense, but you must let the Court know by _____.

For more information: Call xxxxxx or visit www.xxx.com

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EXHIBIT H

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

GRACE GRISSOM, individually and on behalf of those similarly situated, Plaintiff, -against- STERLING INFOSYSTEMS, INC., Defendant.	Case No.: 1:20-cv-07948-VSB

[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT, CERTIFYING CONDITIONAL SETTLEMENT CLASSES, APPOINTING CLASS COUNSEL, APPROVING AND DIRECTING NOTICE PLAN, APPOINTING SETTLEMENT ADMINISTRATOR, & SETTING FAIRNESS HEARING

WHEREAS, the Court has been advised that the Parties to the above-captioned proceeding ("the Action"), Plaintiff Grace Grissom ("Plaintiff"), on behalf of herself and all others similarly situated, and Sterling Infosystems, Inc. ("Defendant" or "Sterling") (collectively, the "Parties"), through their respective counsel, have agreed, subject to Court approval following notice to the Settlement Class Members and a hearing, to settle the Action upon the terms and conditions set forth in the Settlement Agreement, which has been filed with the Court, and the Court deeming that the definitions set forth in the Settlement Agreement are hereby incorporated by reference herein (with capitalized terms as set forth in the Settlement Agreement);

NOW, THEREFORE, based upon the Settlement Agreement and all of the files, records, and proceedings herein, and it appearing to the Court that, upon preliminary examination, the proposed settlement appears fair, reasonable, and adequate, and that a hearing should and will be

held after notice to the proposed Settlement Class Members, to confirm that the proposed settlement is fair, reasonable, and adequate, and to determine whether a Final Approval Order should be entered in this Action.

IT IS HEREBY ORDERED:

1. The Court has jurisdiction over the subject matter of the Action and over all settling Parties hereto.

2. **RULE 23(b)(2) SETTLEMENT CLASS** — Pursuant to Fed. R. Civ. P. 23(b)(2), the Action is hereby preliminarily certified, for settlement purposes only, as a class action on behalf of the following Injunctive Relief Class:

> All consumers for whom Sterling matched a record included in a consumer report based on a name developed through a SSN trace from September 25, 2018 through June 4, 2021 wherein the consumer's first name, last name and middle name or middle initial did not exactly match the first name, last name, middle name or middle initial of the record reported.

3. **PRELIMINARY CERTIFICATION OF INJUNCTIVE RELIEF CLASS —** The Court preliminarily finds that the Action and Injunctive Relief Class satisfy the applicable prerequisites for class action treatment under Fed. R. Civ. P. 23. Namely, the Court preliminarily finds that:

A. The members of the Injunctive Relief Class ("Injunctive Relief Class Members") are so numerous that joinder of all of them in the lawsuit is impracticable;

B. There are questions of law and fact common to the Injunctive Relief Class Members;

C. The claims of the Plaintiff are typical of the claims of the Injunctive Relief Class Members;

D. The Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of all of the Injunctive Relief Class Members; and

E. Defendant is alleged to have acted on grounds generally applicable to the Injunctive Relief Class as a whole. Defendant maintains that it has always acted in compliance with the Fair Credit Reporting Act and all other applicable laws. For purposes of settlement and class certification, however, and consistent with the terms of the Settlement Agreement, once finally approved by this Court, Defendant has agreed to modify its procedures through the injunctive relief set forth in Section 5.1 of the Settlement Agreement. Defendant's agreement to this injunctive relief makes the Injunctive Relief Class appropriate for certification under Rule 23(b)(2). Any individual claims that Injunctive Relief Class Members may have under the FCRA or any provisions of state FCRA equivalent are preserved by the Settlement Agreement and thus do not preclude certification under Rule 23(b)(2). Consequently, the Court finds that the requirements for preliminary approval and certification of a settlement class under Rule 23(b)(2) are satisfied.

4. If the proposed Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason, the Injunctive Relief Class shall be decertified; the Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any party and shall not be deemed or construed to be an admission or confession by any party of any fact, matter, or proposition of law; and all parties shall stand in the same procedural position as if the Settlement Agreement and all associated proceedings had not been negotiated, made, or filed with the

Court; and the Parties agree that the case will return to the status quo prior to the execution of the Settlement Agreement.

5. **RULE 23(b)(3) SETTLEMENT CLASS** — Pursuant to Fed. R. Civ. P. 23(b)(3), the Action is hereby preliminarily certified, for settlement purposes only, as a class action on behalf of the following Damages Class:

> All consumers for whom Sterling matched a record included in a consumer report based on a name developed through a SSN Trace from September 25, 2018 through June 4, 2021 wherein the consumer's first name, last name and middle name or middle initial did not exactly match the first name, last name, middle name or middle initial of the record reported; and where the consumer either made a dispute to Defendant regarding the report and an amended report was issued or where a pre-adverse action notice was sent to the consumer regarding the report.

6. The Parties estimate that there are approximately 7,469 members of the Damages Class ("Damages Class Members").

7. **PRELIMINARY CERTIFICATION OF DAMAGES CLASS** — The Court preliminarily finds that the Action and Damages Class satisfy the applicable prerequisites for class action treatment under Fed. R. Civ. P. 23. Namely, the Court preliminarily finds that:

A. The Damages Class Members are so numerous that joinder of all of them in the Action is impracticable;

B. There are questions of law and fact common to the Damages Class Members, which predominate over any individual questions;

C. The claims of the Plaintiff are typical of the claims of the Damages Class Members;

D. The Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of all of the Damages Class Members; and

E. The Court finds that as to this Damages Class, class treatment of these claims will be efficient and manageable, thereby achieving an appreciable measure of judicial

economy, and a class action is superior to other available methods for a fair and efficient adjudication of this controversy. Consequently, the Court finds that the requirements for certification of a conditional settlement class under Rule 23(b)(3) are satisfied.

8. If the proposed Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason, the Damages Class shall be decertified; the Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any party and shall not be deemed or construed to be an admission or confession by any party of any fact, matter, or proposition of law; and all parties shall stand in the same procedural position as if the Settlement Agreement and all associated proceedings had not been negotiated, made, or filed with the Court; and the Parties agree that the case will return to the status quo prior to the execution of the Settlement Agreement.

9. **CLASS REPRESENTATIVE APPOINTMENT** — Pursuant to Fed. R. Civ. P. 23, the Court preliminarily appoints Grace Grissom as the Class Representative for the Settlement Classes. The Court finds that Plaintiff has no interests that are adverse or antagonistic to the interests of the Settlement Classes. Both the Plaintiff and the Injunctive Relief Class Members share the common interest of obtaining certain benefits concomitant with Defendant's practices. Each Damages Class Member will also benefit from payments made from the Qualified Settlement Fund. The proposed settlement also preserves the right of Damages Class Members to opt out of the monetary relief settlement and preserves any individual rights of Injunctive Relief Class Members.

10. **CLASS COUNSEL APPOINTMENT** — Having considered the work Plaintiff's Counsel have done in identifying and investigating potential claims in this Action, Counsel's experience in handling class actions, other complex litigation, and claims of the type asserted in this Action, Counsel's knowledge of the applicable law, and the resources they will commit to representing the Settlement Classes, the following attorneys are designated Class Counsel under Rule 23(g)(1): E. Michelle Drake and John G. Albanese of Berger Montague PC.

11. **THIRD-PARTY SETTLEMENT ADMINISTRATOR** — The Parties have proposed American Legal Claim Services as the Settlement Administrator for the Settlement Classes. The Court has reviewed the materials about this organization and concludes that it has extensive and specialized experience and expertise in class action settlements and notice programs. The Court hereby appoints American Legal Claim Services as the Settlement Administrator, to assist and provide professional guidance in the implementation of the Notices to Class Members as provided in the Settlement Agreement, and all other aspects of the settlement administration. American Legal Claim Services shall also be responsible for maintaining any records of, and keeping the Court and the Parties apprised of, any objections or written statements filed by any Settlement Class Member or government officials.

12. **CLASS NOTICE** — The Court approves the form and substance of the class notice procedures set forth in Section 6 of the Settlement Agreement and the notices of class action settlement, attached as Exhibits A-C and E-G to the Settlement Agreement. The proposed forms and methods for notifying the proposed Settlement Class Members of the Settlement Agreement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed

notices concisely and clearly state, in plain, easily understood language, the nature of the action; the definition of the classes certified; the class claims, issues, and defenses; that a class member may enter an appearance through counsel if the member so desires; and the binding effect of a class judgment on class members. Such notice of a Rule 23(b)(2) class settlement and Rule 23(b)(3) class settlement is designed with the intention to reach all Settlement Class Members and is otherwise proper under Rule 23(e)(1).

Based on the foregoing, the Court hereby approves the notice procedures set forth in Settlement Agreement, and to be developed and implemented by the Parties and the Settlement Administrator, and directs that they be implemented according to the Settlement Agreement and the exhibits thereto. The Court finds that the notice procedures set forth in the Settlement Agreement and exhibits thereto constitute reasonable notice under Rule 23(e)(1) and satisfy due process. The cost of all class notice procedures shall be paid according to the terms of the Settlement Agreement.

13. **EXCLUSIONS FROM DAMAGES CLASS AND OBJECTIONS TO THE RULE 23(b)(3) SETTLEMENT** — As soon as practicable but no later than forty-five (45) days from the date of this Order, the Settlement Administrator will send the notice to each Damages Class Member identified on the Class List pursuant to the terms of the Settlement Agreement. No later than fourteen (14) days before the Final Fairness Hearing in this Litigation, Class Counsel shall file the Settlement Administrator Declaration regarding proof of implementation of the notice procedures set forth in the Settlement Agreement and exhibits thereto.

A. Any Damages Class Member who desires to be excluded from the Damages Class must send a written request for exclusion to the Settlement Administrator with a postmark date no later than sixty (60) days from the distribution of Notice. Any Damages Class Member who submits a valid and timely request for exclusion

shall not be bound by the terms of the Settlement Agreement as to the Damages Class. To be valid, the Damages Class Member's opt-out request must be made by the Objection and Exclusion Deadline, and contain their full name, original signature, current postal address, current telephone number, last four digits oof their Social Security number, and a statement that the Damages Class Member wants to be excluded from the Damages Class. An opt-out request must not purport to opt out of the Damages Class for more than one consumer, *i.e.*, purported opt-outs for a group, aggregate, or class are invalid. Requests for exclusions that do not substantially comply with the requirements described herein are invalid.

B. Any Damages Class Member who does not opt out may object to the Settlement by sending the objection to the Settlement Administrator, postmarked no later than sixty (60) days from the distribution of Notice.

C. Any objection must include all of the following:

   i. The indication the objection is related to *Grissom v. Sterling*;

   ii. The objecting Damages Class Member's full name, mailing address, telephone number, and last four digits of their Social Security number; and

   iii. A written statement detailing the specific basis for each objection, as well as supporting documentation, if any, signed by the Damages Class Member.

D. An objection submitted through an attorney must also contain:

   i. The identity, mailing address, email address, fax number, phone number for the counsel by whom the Damages Class Member is represented;

   ii. A statement of whether the objecting Damages Class Member intends to appear at the Final Fairness Hearing; and

iii. A written statement detailing the specific basis for each objection, including any legal and factual support that the objecting Damages Class Member wishes to bring to the Court's attention and any evidence the objecting Damages Class Member wishes to introduce in support of the objection.

E. Either Party may respond to an objection.

F. Any lawyer who intends to appear or speak at the final approval hearing on behalf of a member of the Damages Class must enter a written notice of appearance of counsel with the Clerk of the Court no later than three (3) days prior to the Final Approval Hearing.

G. Any objector to the Settlement who does not properly and timely object in the manner set forth above will not be allowed to appear at the Final Approval Hearing and will not be allowed to object to or appeal the final approval of the proposed Settlement, the dismissal of the case, any award of attorneys' fees and expenses to Class Counsel, or any service award to the Named Plaintiff.

H. Damages Class members who submit exclusions may not object to the Settlement.

14. **OBJECTIONS TO THE RULE 23(B)(2) SETTLEMENT** — Any individual Injunctive Relief Class Member, or a representative of a government entity, who wishes to object to the Settlement Agreement may do so by mailing a copy of the objection to the Settlement Administrator with a postmark date no later sixty (60) days the distribution of Notice. Objections may only be made by an individual Injunctive Relief Class Member on their own behalf, and not as a member of a group or subclass. All properly submitted objections shall be considered by the Court.

A. The objection must include all of the following:

i. An indication it is related to the matter of *Grissom v. Sterling*;

ii. The objector's full name, mailing address, telephone number, last four digits of their Social Security number; and

iii. A written statement detailing the specific basis for each objection.

B. An objection submitted through an attorney must also contain:

i. The identity, mailing address, email address, fax number, phone number for the counsel by whom the Injunctive Relief Class Member is represented;

ii. A statement of whether the objecting Injunctive Relief Class Member intends to appear at the Final Fairness Hearing; and

iii. A written statement detailing the specific basis for each objection, including any legal and factual support that the objecting Injunctive Relief Class Member wishes to bring to the Court's attention and any evidence the objecting Injunctive Relief Class Member wishes to introduce in support of the objection.

C. Either Party may respond to an objection.

D. Any objector to the Settlement who does not properly and timely object in the manner set forth above will not be allowed to appear at the Final Approval Hearing and will not be allowed to object to or appeal the final approval of the proposed Settlement, the dismissal of the case, or any award of attorneys' fees and expenses to Class Counsel.

15. **PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT** — The Court preliminarily finds that the settlement of the Action, on the terms and conditions set forth in the Settlement Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the

best interest of the Settlement Class Members, especially in light of the benefits to the Settlement Class Members; the strength of the Parties' case; the complexity, expense, and probable duration of further litigation; the risk and delay inherent in possible appeals; the risk of collecting any judgment obtained on behalf of the Settlement Classes; the appropriateness of the releases from the Class Representative and Settlement Class Members; and the limited amount of any potential total recovery for Settlement Class Members if the Action continued.

16. **FINAL APPROVAL** — The Court shall conduct a hearing (hereinafter referred to as the "Final Fairness Hearing") on _____, 2023 at _____ [time] to review and rule upon the following issues:

A. Whether this action satisfies the applicable prerequisites for class action treatment for settlement purposes under Fed. R. Civ. P. 23;

B. Whether the proposed settlement is fundamentally fair, reasonable, adequate, and in the best interest of the Settlement Class Members and should be finally approved by the Court;

C. Whether the Final Approval Order, as provided under the Settlement Agreement, should be entered, dismissing the Action with prejudice, terminating the above-captioned proceedings, and releasing the Released Claims against the Released Parties; and

D. To discuss and review other issues as the Court deems appropriate.

17. Settlement Class Members need not appear at the Final Fairness Hearing or take any other action to indicate their approval of the proposed class action settlement. Settlement Class Members wishing to be heard are, however, required to indicate in their written objection whether or not they intend to appear at the Final Fairness Hearing. The Final Fairness Hearing

may be postponed, adjourned, transferred, or continued without further notice to the Settlement Class Members.

18. Applications for attorneys' fees and reimbursement of costs and expenses by Class Counsel and a service award for the Class Representative shall be filed with the Court no later than fourteen (14) days prior to the Objection and Exclusion Deadline. Further submissions by the Parties, including memoranda in support of the proposed Settlement and responses to any objections, shall be filed with the Court no later than fourteen (14) days prior to the Final Fairness Hearing.

19. The Court may (i) approve the Settlement Agreement, with modifications to the Settlement Agreement that alter in any way the Parties' rights or duties to the extent affirmatively agreed to by the Parties, without further notice; and (ii) adjourn the Final Fairness Hearing from time to time, by oral announcement at the hearing without further notice. Class Counsel shall ensure that any rescheduled hearing dates are promptly posted to the Settlement Website.

20. The Court retains continuing and exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement, including the administration and enforcement of the Settlement Agreement.

It is SO ORDERED.

Dated: _____

_____
Hon. Vernon S. Broderick
U.S. District Judge

Exhibit 2

1818 Market Street | Suite 3600 | Philadelphia, PA 19103
info@bm.net
bergermontague.com
800-424-6690

About Berger Montague

Berger Montague is a full-spectrum class action and complex civil litigation firm, with nationally known attorneys highly sought after for their legal skills. The firm has been recognized by courts throughout the country for its ability and experience in handling major complex litigation, particularly in the fields of antitrust, securities, mass torts, civil and human rights, whistleblower cases, employment, and consumer litigation. In numerous precedent-setting cases, the firm has played a principal or lead role.

The *National Law Journal* selected Berger Montague in 12 out of 14 years (2003-2005, 2007-2013, 2015-2016) for its "Hot List" of top plaintiffs-oriented litigation firms in the United States. The select group of law firms recognized each year had done "exemplary, cutting-edge work on the plaintiffs' side." The *National Law Journal* ended its "Hot List" award in 2017 and replaced it with "Elite Trial Lawyers," which Berger Montague has won from 2018-2021. The firm has also achieved the highest possible rating by its peers and opponents as reported in *Martindale-Hubbell* and was ranked as a 2021 "Best Law Firm" by *U.S. News - Best Lawyers*.

Currently, the firm consists of 71 lawyers; 15 paralegals; and an experienced support staff. Few firms in the United States have our breadth of practice and match our successful track record in such a broad array of complex litigation.

History of the Firm

Berger Montague was founded in 1970 by the late David Berger to concentrate on the representation of plaintiffs in a series of antitrust class actions. David Berger helped pioneer the use of class actions in antitrust litigation and was instrumental in extending the use of the class action procedure to other litigation areas, including securities, employment discrimination, civil and human rights, and mass torts. The firm's complement of nationally recognized lawyers has represented both plaintiffs and defendants in these and other areas and has recovered billions of dollars for its clients. In complex litigation, particularly in areas of class action litigation, Berger Montague has established new law and forged the path for recovery.

The firm has been involved in a series of notable cases, some of them among the most important in the last 50 years of civil litigation. For example, the firm was one of the principal counsel for

plaintiffs in the *Drexel Burnham Lambert/Michael Milken* securities and bankruptcy litigation. Claimants in these cases recovered approximately $2 billion in the aftermath of the collapse of the junk bond market and the bankruptcy of *Drexel* in the late 1980's. The firm was also among the principal trial counsel in the *Exxon Valdez Oil Spill* litigation in Anchorage, Alaska, a trial resulting in a record jury award of $5 billion against Exxon, later reduced by the U.S. Supreme Court to $507.5 million. Berger Montague was lead counsel in the *School Asbestos Litigation*, in which a national class of secondary and elementary schools recovered in excess of $200 million to defray the costs of asbestos abatement. The case was the first mass tort property damage class action certified on a national basis. Berger Montague was also lead class counsel and lead trial counsel in the *Cook v. Rockwell International Corporation* litigation arising out of a serious incident at the Rocky Flats nuclear weapons facility in Colorado.

Additionally, in the human rights area, the firm, through its membership on the executive committee in the *Holocaust Victim Assets Litigation*, helped to achieve a $1.25 billion settlement with the largest Swiss banks on behalf of victims of Nazi aggression whose deposits were not returned after the Second World War. The firm also played an instrumental role in bringing about a $4.37 billion settlement with German industry and government for the use of slave and forced labor during the Holocaust.

Diversity, Equity and Inclusion Initiatives

Berger Montague not only supports the idea of its Diversity, Equity and Inclusion ("DEI") initiatives, it is a part of the DNA and fabric of the firm—internally amongst the Berger Montague family and in the way we practice law with co-counsel, opposing counsel, the courts, and with our clients. Through our DEI initiatives, Berger Montague actively works to increase diversity at all levels of our firm and to ensure that professionals of all races, religions, national origins, gender identities, ethnicities, sexual orientations, and physical abilities feel supported and respected in the workplace.

Berger Montague has a DEI Task Force with the leadership of the DEI Coordinator, Camille Fundora Rodriguez, and including, Candice J. Enders, Caitlin G. Coslett, Sophia Rios, and Reginald L. Streater. Berger Montague has enacted a broad range of diversity and inclusion projects, including successful efforts to hire and retain attorneys and non-attorneys from diverse backgrounds and to foster an inclusive work environment, including through firmwide trainings on implicit bias issues that may impact the workplace.

Additionally, at Berger Montague women lead. Women comprise over 30% of Berger Montague's shareholders, well above the national average as reported by the National Association of Women Lawyers. Moreover, women at the firm are encouraged and have taken advantage of professional development support to bolster their trajectories into key participation and leadership roles, both within and outside the firm, including mentoring, networking, and educational opportunities for women across all career levels. As a result of these intentional policies and initiatives, women attorneys at Berger Montague are managing departments, running offices, overseeing major

administrative programs, generating new business, serving as first chair in trials, handling large matters, and holding numerous other leadership positions firmwide.

Berger Montague's commitment to DEI activities extends beyond our firm. For example, DEI Task Force members are involved in numerous community and professional activities outside of the firm. Representative activities include membership in and/or board or leadership positions with the Hispanic Bar Association, the Barristers' Association of Philadelphia, the Philadelphia Public School Board of Education, Court Appointed Special Advocates (CASA) of Philadelphia, Philadelphia Bar Association's Business Law Section's Antitrust Committee, Community Legal Services of Philadelphia, the Greater Philadelphia Chapter of the Pennsylvania ACLU, AccessMatters, After School Activities Partnerships, and Leadership Council on Legal Diversity. As such, Berger Montague's commitment to DEI has created an atmosphere in which the attorneys can share their gifts with the legal and greater communities from which they come.

Commitment to *Pro Bono*

Berger Montague attorneys commit their most valuable resource, their time, to charities, nonprofit organizations, and *pro bono* legal work. For over 50 years, Berger Montague has encouraged its attorneys to support charitable causes and volunteer in the community. Our lawyers understand that participating in *pro bono* representation is an essential component of their professional and ethical responsibilities.

Berger Montague is strongly committed to numerous charitable causes. Over his lengthy career, David Berger, the firm's founding partner, was prominent in a great many philanthropic and charitable enterprises, including serving as Honorary Chairman of the American Heart Association; a Trustee of the American Cancer Society; and a member of the Board of Directors of the American Red Cross. This tradition continues to the present.

Community Legal Services of Philadelphia, an organization that provides free legal advice and representation to low-income residents of Philadelphia, honored Berger Montague with its 2021 Champion of Justice Award for the firm's work leading a case against the IRS that succeeded in getting unemployed people their rightful benefits during the COVID-19 pandemic.

In prior years, Berger Montague received the Chancellor's Award presented by the Philadelphia Volunteers for the Indigent Program ("VIP"), which provides crucial legal services to more than 1,000 low-income Philadelphia residents each year. VIP relies on volunteer attorneys to provide *pro bono* representation for families and individuals. In 2009 and 2010, Berger Montague also received an award for our volunteer work with the VIP Mortgage Foreclosure Program.

Today, Berger Montague attorneys engage in *pro bono* work for many organizations, including:

- Public Interest Law Center of Philadelphia ("PILCOP")
- Community Legal Services of Philadelphia ("CLS")
- Philadelphia Legal Assistance
- Education Law Center

- Legal Clinic for the Disabled
- Support Center for Child Advocates
- Veterans Pro Bono Consortium
- AIDS Law Project of Philadelphia
- Center for Literacy
- National Liberty Museum
- Philadelphia Volunteers for the Indigent Program
- Philadelphia Mortgage Foreclosure Program

We are proud of our written *pro bono* policy that encourages and strongly supports our attorneys to get involved in this important and rewarding work. Many attorneys at Berger Montague have been named to the First District of Pennsylvania's Pro Bono Honor Roll.

Berger Montague also makes annual contributions to the Philadelphia Bar Foundation, an umbrella charitable organization dedicated to promoting access to justice for all people in the community, particularly those struggling with poverty, abuse, and discrimination.

The firm also has held numerous clothing drives, toy drives, food drives, and blood drives. Through these efforts, Berger Montague professional and support staff have donated thousands of items of clothing, toys, and food to local charities including the Salvation Army, Toys for Tots, and Philabundance, a local food bank. Blood donations are made to the American Red Cross. Berger Montague attorneys also volunteer on an annual basis at MANNA, which prepares and delivers nourishing meals to those suffering with serious illnesses.

Practice Areas and Case Profiles

Antitrust

In antitrust litigation, the firm has served as lead, co-lead or co-trial counsel on many of the most significant civil antitrust cases over the last 50 years, including *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (settlement of approximately $5.6 billion*), In re Namenda Direct Purchaser Antitrust Litigation* (recovery of $750 million), *In re Loestrin 24 Fe Antitrust Litigation* (recovery of $120 million), and *In re Domestic Drywall Antitrust Litigation* (settlements totaling $190.7 million).

Once again, Berger Montague has been selected by *Chambers and Partners* for its 2021 *Chambers USA* Guide as one of Pennsylvania's top antitrust firms. *Chambers USA 2021* states that Berger Montague's antitrust practice group is "a preeminent force in the Pennsylvania antitrust market, offering expert counsel to clients from a broad range of industries."

The Legal 500, a guide to worldwide legal services providers, ranked Berger Montague as a Top Tier Law Firm for Antitrust: Civil Litigation/Class Actions: Plaintiff in the United States in its 2021 guide and states that Berger Montague's antitrust department "has a flair for handling high-stakes plaintiff-side cases, regularly winning high-value settlements for clients following antitrust law violations."

- ***In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation:*** Berger Montague served as co-lead counsel for a national class including millions of merchants in the *Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* against Visa, MasterCard, and several of the largest banks in the U.S. (*e.g.*, Chase, Bank of America, and Citi). The lawsuit alleged that merchants paid excessive fees to accept Visa and MasterCard cards because the payment cards, individually and together with their respective member banks, violated the antitrust laws. The challenged conduct included, *inter alia*, the collective fixing of interchange fees and adoption of rules that hindered any competitive pressure by merchants to reduce those fees. The lawsuit further alleged that defendants maintained their conspiracy even after both Visa and MasterCard changed their corporate forms from joint ventures owned by member banks to publicly-owned corporations following commencement of this litigation. On September 18, 2018, after thirteen years of hard-fought litigation, Visa and MasterCard agreed to pay as much as approximately $6.26 billion, but no less than approximately $5.56 billion, to settle the case. This result is the largest-ever class action settlement of an antitrust case. The settlement received preliminary approval on January 24, 2019. The settlement received final approval on December 16, 2019, for approximately $5.6 billion.

- ***Contant, et al. v. Bank of America Corp., et al.:*** Berger Montague served as lead class counsel in the multistate indirect purchaser antitrust class action *Contant, et al. v. Bank of America Corp., et al.*, against 16 of the world's largest dealer banks. Plaintiffs alleged that the defendants colluded to manipulate prices on foreign currency ("FX") instruments, using a number of methods to carry out their conspiracies, including sharing confidential price and order information through electronic chat rooms, thereby enabling the defendants to coordinate pricing and eliminate price competition. As with prior bank rigging scandals involving conspiracies to manipulate prices on other financial instruments, the defendants' alleged conspiracy to manipulate FX prices was the subject of numerous governmental investigations as well as direct purchaser class actions brought under antitrust federal law. However, the *Contant* action was the first of such cases to bring claims under state indirect purchaser antitrust laws on behalf of state-wide classes of retail investors of those financial instruments and whose claims have never been redressed. On July 29, 2019, U.S. District Judge Lorna G. Schofield granted preliminary approval of a $10 million settlement with Citigroup and a $985,000 settlement with MUFG Bank Ltd. On July 17, 2020, the Court granted preliminary approval of three settlements with all remaining defendants for a combined $12.695 million. Each of the five settlements, totaling $23.63 million, received final approval on November 19, 2020.

- ***In re Dental Supplies Antitrust Litigation:*** Berger Montague served as co-lead counsel for a class of dental practices and dental laboratories in *In re Dental Supplies Antitrust Litigation*, a suit brought against Henry Schein, Inc., Patterson Companies, Inc., and Benco Dental Supply Company, the three largest distributors of dental supplies in the United States. On September 7, 2018, co-lead counsel announced that they agreed with defendants to settle on a classwide basis for $80 million. The settlement received final

approval on June 24, 2019. The suit alleged that the defendants, who collectively control close to 90 percent of the dental supplies and equipment distribution market, conspired to restrain trade and fix prices at anticompetitive levels, in violation of the Sherman Act. In furtherance of the alleged conspiracy, plaintiffs claimed that the defendants colluded to boycott and pressure dental manufacturers, dental distributors, and state dental associations that did business with or considered doing business with the defendants' lower-priced rivals. The suit claimed that, because of the defendants' anticompetitive conduct, members of the class were overcharged on dental supplies and equipment. In the 2019 Fairness Hearing, Judge Brian M. Cogan of the U.S. District Court for the Eastern District of New York said: "This is a substantial recovery that has the deterrent effect that class actions are supposed to have, and I think it was done because we had really good Plaintiffs' lawyers in this case who were running it."

- ***In re Domestic Drywall Antitrust Litigation:*** Berger Montague served as co-lead counsel on behalf of a class of direct purchasers of drywall, in a case alleging that the dominant manufacturers of drywall engaged in a conspiracy to fix drywall prices in the U.S. and to abolish the industry's long-standing practice of limiting price increases for the duration of a construction project through "job quotes." Berger Montague represented a class of direct purchasers of drywall from defendants for the period from January 1, 2012 to January 31, 2013. USG Corporation and United States Gypsum Company (collectively, "USG"), New NGC, Inc., Lafarge North America Inc., Eagle Materials, Inc., American Gypsum Company LLC, TIN Inc. d/b/a Temple-Inland Inc., and PABCO Building Products, LLC were named as defendants in this action. On August 20, 2015, the district court granted final approval of two settlements—one with USG and the other with TIN Inc.—totaling $44.5 million. On December 8, 2016, the district court granted final approval of a $21.2 million settlement with Lafarge North America, Inc. On February 18, 2016, the district court denied the motions for summary judgment filed by American Gypsum Company, New NGC, Inc., Lafarge North America, Inc., and PABCO Building Products. On August 23, 2017, the district court granted direct purchaser plaintiffs' motion for class certification. On January 29, 2018, the district court granted preliminary approval of a joint settlement with the remaining defendants, New NGC, Inc., Eagle Materials, Inc., American Gypsum Company LLC, and PABCO Building Products, LLC, for $125 million. The settlement received final approval on July 17, 2018, bringing the total amount of settlements for the class to $190.7 million.

- ***In re Currency Conversion Fee Antitrust Litigation:*** Berger Montague, as one of two co-lead counsel, spearheaded a class action lawsuit alleging that the major credit cards had conspired to fix prices for foreign currency conversion fees imposed on credit card transactions. After eight years of litigation, a settlement of $336 million was approved in October 2009, with a Final Judgment entered in November 2009. Following the resolution of eleven appeals, the District Court, on October 5, 2011, directed distribution of the settlement funds to more than 10 million timely filed claimants, among the largest class of claimants in an antitrust consumer class action. A subsequent settlement with American Express increased the settlement amount to $386 million. (MDL No. 1409 (S.D.N.Y)).

- ***In re Marchbanks Truck Service Inc., et al. v. Comdata Network, Inc.:*** Berger Montague was co-lead counsel in this antitrust class action brought on behalf of a class of thousands of Independent Truck Stops. The lawsuit alleged that defendant Comdata Network, Inc. had monopolized the market for specialized Fleet Cards used by long-haul truckers. Comdata imposed anticompetitive provisions in its agreements with Independent Truck Stops that artificially inflated the fees Independents paid when accepting the Comdata's Fleet Card for payment. These contractual provisions, commonly referred to as anti-steering provisions or merchant restraints, barred Independents from taking various competitive steps that could have been used to steer fleets to rival payment cards. The settlement for $130 million and valuable prospective relief was preliminary approved on March 17, 2014, and finally approved on July 14, 2014. In its July 14, 2014 order approving Class Counsel's fee request, entered contemporaneously with its order finally approving the settlement, the Court described this outcome as "substantial, both in absolute terms, and when assessed in light of the risks of establishing liability and damages in this case."

- ***Ross, et al. v. Bank of America (USA) N.A., et al.:*** Berger Montague, as lead counsel for the cardholder classes, obtained final approval of settlements reached with Chase, Bank of America, Capital One and HSBC, on claims that the defendant banks unlawfully acted in concert to require cardholders to arbitrate disputes, including debt collections, and to preclude cardholders from participating in any class actions. The case was brought for injunctive relief only. The settlements remove arbitration clauses nationwide for 3.5 years from the so-called "cardholder agreements" for over 100 million credit card holders. This victory for consumers and small businesses came after nearly five years of hard-fought litigation, including obtaining a decision by the Court of Appeals reversing the order dismissing the case, and will aid consumers and small businesses in their ability to resist unfair and abusive credit card practices. In June 2009, the National Arbitration Forum (or "NAF") was added as a defendant. Berger Montague also reached a settlement with NAF. Under that agreement, NAF ceased administering arbitration proceedings involving business cards for a period of three and one-half (3.5) years, which relief is in addition to the requirements of a Consent Judgment with the State of Minnesota, entered into by the NAF on July 24, 2009.

- ***Johnson, et al. v AzHHA, et al.:*** Berger Montague was co-lead counsel in this litigation on behalf of a class of temporary nursing personnel, against the Arizona Hospital and Healthcare Association, and its member hospitals, for agreeing and conspiring to fix the rates and wages for temporary nursing personnel, causing class members to be underpaid. The court approved $24 million in settlements on behalf of this class of nurses. (Case No. 07-1292 (D. Ariz.)).

The firm has also played a leading role in cases in the pharmaceutical arena, especially in cases involving the delayed entry of generic competition, having achieved over $2 billion in settlements in such cases over the past decade, including:

- ***In re: Namenda Direct Purchaser Antitrust Litigation:*** Berger Montague is co-lead counsel for the class in this antitrust action brought on behalf of a class of direct purchasers of branded and/or generic Namenda IR and/or branded Namenda XR. It settled for $750 million on the very eve of trial. The $750 million settlement received final approval on May 27, 2020, and is the largest single-defendant settlement ever for a case alleging delayed generic competition. (Case No. 15-cv-7488 (S.D.N.Y.)).

- ***King Drug Co. v. Cephalon, Inc.:*** Berger Montague played a major role (serving on the executive committee) in this antitrust class action on behalf of direct purchasers of the prescription drug Provigil (modafinil). After nine years of hard-fought litigation, the court approved a $512 million partial settlement, then the largest settlement ever for a case alleging delayed generic competition. (Case No. 2:06-cv-01797 (E.D. Pa.)). Subsequent non-class settlements pushed the total settlement figure even higher.

- ***In re Aggrenox Antitrust Litigation:*** Berger Montague represented a class of direct purchasers of Aggrenox in in an action alleging that defendants delayed the availability of less expensive generic Aggrenox through, *inter alia*, unlawful reverse payment agreements. The case settled for $146 million. (Case No. 14-02516 (D. Conn.)).

- ***In re Asacol Antitrust Litigation:*** The firm served as class counsel for direct purchasers of Asacol HS and Delzicol in a case alleging that defendants participated in a scheme to block generic competition for the ulcerative colitis drug Asacol. The case settled for $15 million. (Case No. 15-cv-12730-DJC (D. Mass.)).

- ***In re Celebrex (Celecoxib) Antitrust Litigation***: The firm represented a class of direct purchasers of brand and generic Celebrex (celecoxib) in an action alleging that Pfizer, in violation of the Sherman Act, improperly obtained a patent for Celebrex from the U.S. Patent and Trademark Office in a scheme to unlawfully extend patent protection and delay market entry of generic versions of Celebrex. The case settled for $94 million. (Case No. 14-cv-00361 (E.D. VA.)).

- ***In re DDAVP Direct Purchaser Antitrust Litigation:*** Berger Montague served as co-lead counsel in a case that charged defendants with using sham litigation and a fraudulently obtained patent to delay the entry of generic versions of the prescription drug DDAVP. Berger Montague achieved a $20.25 million settlement only after winning a precedent-setting victory before the United States Court of Appeals for the Second Circuit that ruled that direct purchasers had standing to recover overcharges arising from a patent-holder's misuse of an allegedly fraudulently obtained patent. (Case No. 05-2237 (S.D.N.Y.)).

- ***In re K-Dur Antitrust Litigation:*** Berger Montague served as co-lead counsel for the class in this long-running antitrust litigation. Berger Montague litigated the case before the Court of Appeals and won a precedent-setting victory and continued the fight before the Supreme Court. On remand, the case settled for $60.2 million. (Case No. 01-1652 (D.N.J.)).

- ***In re Loestrin 24 Fe Antitrust Litigation:*** Berger Montague served as co-lead counsel for the class of direct purchasers of brand Loestrin, generic Loestrin, and/or brand Minastrin. The direct purchaser class alleged that defendants violated federal antitrust laws by unlawfully impairing the introduction of generic versions of the prescription drug Loestrin 24 Fe. The case settled shortly before trial for $120 million (Case No. 13-md-2472) (D.R.I.).

- ***Meijer, Inc., et al. v. Abbott Laboratories:*** Berger Montague served as co-lead counsel in a class action on behalf of pharmaceutical wholesalers and pharmacies charging Abbott Laboratories with illegally maintaining monopoly power and overcharging purchasers in violation of the federal antitrust laws. Plaintiffs alleged that Abbott had used its monopoly with respect to its anti-HIV medicine Norvir (ritonavir) to protect its monopoly power for another highly profitable Abbott HIV drug, Kaletra. This antitrust class action settled for $52 million after four days of a jury trial in federal court in Oakland, California. (Case No. 07-5985 (N.D. Cal.)).

- ***Mylan Pharmaceuticals, Inc. v. Warner Chilcott Public Ltd. Co.:*** Berger Montague served as co-lead counsel in a case challenging Warner Chilcott's alleged anticompetitive practices with respect to the branded drug Doryx. The case settled for $15 million. (Case No. 2:12-cv-03824 (E.D. Pa.)).

- ***In re Oxycontin Antitrust Litigation:*** Berger Montague served as co-lead counsel on behalf of direct purchasers of the prescription drug Oxycontin. The case settled in 2011 for $16 million. (Case No. 1:04-md-01603 (S.D.N.Y)).

- ***In re Prandin Direct Purchaser Antitrust Litigation:*** Berger Montague served as co-lead counsel and recovered $19 million on behalf of direct purchasers of the diabetes medication Prandin. (Case No. 2:10-cv-12141 (E.D. Mich.)).

- ***Rochester Drug Co-Operative, Inc. v. Braintree Labs., Inc.*:** Berger Montague served as co-lead counsel on behalf of direct purchasers alleging sham litigation led to the delay of generic forms of the brand drug Miralax. The case settled for $17.25 million. (Case No. 07-142 (D. Del.)).

- ***In re Skelaxin Antitrust Litigation:*** Berger Montague was among a small group of firms litigating on behalf of direct purchasers of the drug Skelaxin. The case settled for $73 million. (Case No. 2:12-cv-83 / 1:12-md-02343) (E.D. Tenn.)).

- ***In re Solodyn Antitrust Litigation:*** Berger Montague served as co-lead counsel representing a class of direct purchasers of brand and generic Solodyn (extended-release minocycline hydrochloride tablets) alleging that defendants entered into agreements not to compete in the market for extended-release minocycline hydrochloride tablets in violation of the Sherman Act. With a final settlement on the eve of trial, the case settled for a total of more than $76 million. (Case No. 14-MD-2503-DJC (D. Mass.)).

- ***In re Tricor Antitrust Litigation:*** Berger Montague was one of a small group of counsel in a case alleging that the manufacturer of this drug was paying its competitors to refrain from introducing less expensive generic versions of Tricor. The case settled for $250 million. (No. 05-340 (D. Del.)).

- ***In re Wellbutrin XL Antitrust Litigation:*** Berger Montague served as co-lead counsel for a class of direct purchasers of the antidepressant Wellbutrin XL. A settlement of $37.5 million was reached with Valeant Pharmaceuticals (formerly Biovail), one of two defendants in the case. (Case No. 08-cv-2431 (E.D. Pa.)).

Commercial Litigation

Berger Montague helps business clients achieve extraordinary successes in a wide variety of complex commercial litigation matters. Our attorneys appear regularly on behalf of clients in high stakes federal and state court commercial litigation across the United States. We work with our clients to develop a comprehensive and detailed litigation plan, and then organize, allocate and deploy whatever resources are necessary to successfully prosecute or defend the case.

- ***Robert S. Spencer, et al. v. The Arden Group, Inc., et al.*:** Berger Montague represented an owner of limited partnership interests in several commercial real estate partnerships in a lawsuit against the partnerships' general partner. The terms of the settlement are subject to a confidentiality agreement. (Aug. Term, 2007, No. 02066 (Pa. Ct. Com. Pl., Phila. Cty. - Commerce Program)).

- ***Forbes v. GMH:*** Berger Montague represented a private real estate developer/investor who sold a valuable apartment complex to GMH for cash and publicly-held securities. The case which claimed securities fraud in connection with the transaction settled for a confidential sum which represented a significant portion of the losses experienced. (No. 07-cv-00979 (E.D. Pa.)).

Commodities & Financial Instruments

Berger Montague ranks among the country's preeminent firms for managing and trying complex Commodities & Financial Instruments related cases on behalf of individuals and as class actions. The firm's commodities clients include individual hedge and speculation traders, hedge funds, energy firms, investment funds, and precious metals clients.

- ***In re Peregrine Financial Group Customer Litigation:*** Berger Montague served as co-lead counsel in a class action which helped deliver settlements worth more than $75 million on behalf of former customers of Peregrine Financial Group, Inc., in litigation against U.S. Bank, N.A., and JPMorgan Chase Bank, N.A., arising from Peregrine's collapse in July 2012. The lawsuit alleges that both banks breached legal duties by allowing Peregrine's owner to withdraw and put millions of dollars in customer funds to non-customer use. (No. 1:12-cv-5546)

- ***In re MF Global Holdings Ltd. Investment Litigation*:** Berger Montague is one of two co-lead counsel that represented thousands of commodities account holders who fell victim to the alleged massive theft and misappropriation of client funds at the former major global commodities brokerage firm MF Global. Berger Montague reached a variety of settlements, including with JPMorgan Chase Bank, the MF Global SIPA Trustee, and the CME Group, that collectively helped to return approximately $1.6 billion to the class. Ultimately, class members received more than 100% of the funds allegedly misappropriated by MF Global even after all fees and expenses. (No. 11-cv-07866 (S.D.N.Y.).

- ***In re Commodity Exchange, Inc., Gold Futures and Options Trading Litigation*:** Berger Montague is one of two co-lead counsel representing traders of traders of gold-based derivative contracts, physical gold, and gold-based securities against The Bank of Nova Scotia, Barclays Bank plc, Deutsche Bank AG, HSBC Bank plc, Société Générale and the London Gold Market Fixing Limited. Plaintiffs allege that the defendants, members of the London Gold Market Fixing Limited, which sets an important benchmark price for gold, conspired to manipulate this benchmark for their collective benefit. (1:14-md-02548 (S.D.N.Y.)).

- ***In re Libor-Based Financial Instruments Antitrust Litigation*:** Berger Montague represents exchange-based investors in this sprawling litigation alleging a conspiracy among many of the world's largest banks to manipulate the key LIBOR benchmark rate. LIBOR plays an important role in valuing trillions of dollars of financial instruments worldwide. The case, filed in 2011, alleges that the banks colluded to misreport and manipulate LIBOR rates for their own benefit. The banks' conduct damaged, among others, exchange-based investors who transacted in Eurodollar futures and options on the CME between 2005 and 2010. Eurodollar futures and options are keyed to LIBOR and are the world's most heavily traded short-term interest rate contracts. Following years of hotly contested litigation on behalf of these exchange-based investors, Berger Montague and its co-counsel achieved settlements with seven banks totaling more than $180 million. In September 2019, the Court granted preliminary approval of a plan of distribution for these settlement funds. A final approval hearing on the settlement is scheduled in September 2020. (No. 1:11-md-02262-NRB (S.D.N.Y.)).

Consumer Protection

Berger Montague's Consumer Protection Group protects consumers when they are injured by false or misleading advertising, defective products, data privacy breaches, and various other unfair trade practices. Consumers too often suffer the brunt of corporate wrongdoing, particularly in the area of false or misleading advertising, defective products, and data or privacy breaches.

- ***In re Public Records Fair Credit Reporting Act Litigation***: Berger Montague is class counsel in three class action settlements involving how the big three credit bureaus, Experian, TransUnion, and Equifax, report public records, including tax liens and civil judgments. The settlements provide groundbreaking injunctive relief valued at over $100 billion and provide a streamlined process for consumers to receive uncapped monetary payments for claims related to inaccurate reporting of public records.

- ***In re: CertainTeed Fiber Cement Siding Litigation***: The firm, as one of two Co-Lead Counsel firms obtained a settlement of more than $103 million in this multidistrict products liability litigation concerning CertainTeed Corporation's fiber cement siding, on behalf of a nationwide class. (MDL No. 2270 (E.D. Pa.)).

- ***Countrywide Predatory Lending Enforcement Action:*** Berger Montague advised the Ohio Attorney General (and several other state attorneys general) regarding predatory lending in a landmark law enforcement proceeding against *Countrywide* (and its parent, Bank of America) culminating in 2008 in mortgage-related modifications and other relief for borrowers across the country valued at some $8.6 billion.

- ***In re Experian Data Breach Litigation***: Berger Montague served on the Executive Committee of this class action lawsuit that arose from a 2015 data breach at Experian in which computer hackers stole personal information including Social Security numbers and other sensitive personal information for approximately 15 million consumers. The settlement is valued at over $170 million. It consisted of $22 million for a non-reversionary cash Settlement Fund; $11.7 million for Experian's remedial measures implemented in connection with the lawsuit; and two years of free credit monitoring and identity theft insurance. The aggregate value of credit monitoring claimed by class members during the claims submission process exceeded $138 million, based on a $19.99 per month retail value of the service.

- ***In re Pet Foods Product Liability Litigation***: The firm served as one of plaintiffs' co-lead counsel in this multidistrict class action suit seeking to redress the harm resulting from the manufacture and sale of contaminated dog and cat food. The case settled for $24 million. Many terms of the settlement are unique and highly beneficial to the class, including allowing class members to recover up to 100% of their economic damages without any limitation on the types of economic damages they may recover. (1:07-cv-02867 (D.N.J.), MDL Docket No. 1850 (D.N.J.)).

- ***In re TJX Companies Retail Security Breach Litigation***: The firm served as co-lead counsel in this multidistrict litigation brought on behalf of individuals whose personal and financial data was compromised in the then-largest theft of personal data in history. The breach involved more than 45 million credit and debit card numbers and 450,000 customers' driver's license numbers. The case was settled for benefits valued at over $200 million. Class members whose driver's license numbers were at risk were entitled to 3 years of credit monitoring and identity theft insurance (a value of $390 per person based

on the retail cost for this service), reimbursement of actual identity theft losses, and reimbursement of driver's license replacement costs. Class members whose credit and debit card numbers were at risk were entitled to cash of $15-$30 or store vouchers of $30-$60. (No. 1:07-cv-10162-WGY, (D. Mass.)).

- ***In re: Heartland Payment Systems, Inc. Customer Data Security Breach Litigation:*** The firm served on the Executive Committee of this multidistrict litigation and obtained a settlement of cash and injunctive relief for a class of 130 million credit card holders whose credit card information was stolen by computer hackers. The breach was the largest known theft of credit card information in history. (No. 4:09-MD-2046 (S.D. Tex. 2009)).

- ***In re: Countrywide Financial Corp. Customer Data Security Breach Litigation***: The firm served on the Executive Committee of this multidistrict litigation and obtained a settlement for a class of 17 million individuals whose personal information was at risk when a rogue employee sold their information to unauthorized third parties. Settlement benefits included: (i) reimbursement of several categories of out-of-pocket costs; (ii) credit monitoring and identity theft insurance for 2 years for consumers who did not accept Countrywide's prior offer of credit monitoring; and (iii) injunctive relief. The settlement was approved by the court in 2010. (3:08-md-01998-TBR (W.D. Ky. 2008)).

- ***In re Educational Testing Service Praxis Principles of Learning and Teaching: Grades 7-12 Litigation*****:** The firm served on the plaintiffs' steering committee and obtained an $11.1 million settlement in 2006 on behalf of persons who were incorrectly scored on a teacher's licensing exam. (MDL No. 1643 (E.D. La.)).

- ***Salvucci v. Volkswagen of America, Inc. d/b/a Audi of America, Inc.*****:** The firm served as co-lead counsel in litigation brought on behalf of a nationwide class alleging that defendants failed to disclose that its vehicles contained defectively designed timing belt tensioners and associated parts and that defendants misrepresented the appropriate service interval for replacement of the timing belt tensioner system. After extensive discovery, a settlement was reached. (Docket No. ATL-1461-03 (N.J. Sup. Ct. 2007)).

Corporate Governance and Shareholder Rights

Berger Montague protects the interests of individual and institutional investors in shareholder derivative actions in state and federal courts across the United States. Our attorneys help individual and institutional investors reform poor corporate governance, as well as represent them in litigation against directors of a company for violating their fiduciary duty or provide guidance on shareholder rights.

- ***Emil Rossdeutscher and Dennis Kelly v. Viacom:*** The firm, as lead counsel, obtained a settlement resulting in a fund of $14.25 million for the class. (C.A. No. 98C-03-091 (JEB) (Del. Super. Ct.)).

- ***Fox v. Riverview Realty Partners, f/k/a Prime Group Realty Trust, et al.:*** The firm, as lead counsel, obtained a settlement resulting in a fund of $8.25 million for the class.

Employee Benefits & ERISA

Berger Montague represents employees who have claims under the federal Employee Retirement Income Security Act. We litigate cases on behalf of employees whose 401(k) and pension investments have suffered losses as a result of the breach of fiduciary duties by plan administrators and the companies they represent. Berger Montague has recovered hundreds of millions of dollars in lost retirement benefits for American workers and retirees, and also gained favorable changes to their retirement plans.

- ***Diebold v. Northern Trust Investments, N.A.*:** As co-lead counsel in this ERISA breach of fiduciary duty case, the firm secured a $36 million settlement on behalf of participants in retirement plans who participated in Northern Trust's securities lending program. Plaintiffs alleged that defendants breached their ERISA fiduciary duties by failing to manage properly two collateral pools that held cash collateral received from the securities lending program. The settlement represented a recovery of more than 25% of alleged class member losses. (No. 1:09-cv-01934 (N.D. Ill.)).

- ***Glass Dimensions, Inc. v. State Street Bank & Trust Co.***: The firm served as co-lead counsel in this ERISA case that alleged that defendants breached their fiduciary duties to the retirement plans it managed by taking unreasonable compensation for managing the securities lending program in which the plans participated. After the court certified a class of the plans that participated in the securities lending program at issue, the case settled for $10 million on behalf of 1,500 retirement plans that invested in defendants' collective investment funds. (No. 1:10-cv-10588-DPW (D. Mass)).

- ***In re Eastman Kodak ERISA Litigation*:** The firm served as class counsel in this ERISA breach of fiduciary duty class action which alleged that defendants breached their fiduciary duties to Kodak retirement plan participants by allowing plan investments in Kodak common stock. The case settled for $9.7 million. (Master File No. 6:12-cv-06051-DGL (W.D.N.Y.)).

- ***Lequita Dennard v. Transamerica Corp. et al*.:** The firm served as counsel to plan participants who alleged that they suffered losses when plan fiduciaries failed to act solely in participants' interests, as ERISA requires, when they selected, removed and monitored plan investment options. The case settled for structural changes to the plan and $3.8 million monetary payment to the class. (Civil Action No. 1:15-cv-00030-EJM (N.D. Iowa)).

Employment & Unpaid Wages

The Berger Montague Employment & Unpaid Wages Department works tirelessly to safeguard the rights of employees and devotes all of their energies to helping the firm's clients achieve their goals. Our attorneys' understanding of federal and state wage and hour laws, federal and state civil rights and discrimination laws, ERISA, the WARN Act, laws protecting whistleblowers, such

as federal and state False Claims Acts, and other employment laws, allows us to develop creative strategies to vindicate our clients' rights and help them secure the compensation to which they are entitled.

Berger Montague is at the forefront of class action litigation, seeking remedies for employees under the Fair Labor Standards Act, state wage and hour law, breach of contract, unjust enrichment, and other state common law causes of action.

Berger Montague's Employment & Unpaid Wages Group, which is chaired by Executive Shareholder Shanon Carson, is repeatedly recognized for outstanding success in effectively representing its clients. In 2015, *The National Law Journal* selected Berger Montague as the top plaintiffs' law firm in the Employment Law category at the Elite Trial Lawyers awards ceremony. Portfolio Media, which publishes *Law360*, also recognized Berger Montague as one of the eight Top Employment Plaintiffs' Firms in 2009.

Representative cases include the following:

- ***Fenley v. Wood Group Mustang, Inc*:** The firm served as lead counsel and obtained a settlement of $6.25 million on behalf of a class of oil and gas inspectors who allegedly did not receive overtime compensation for hours worked in excess of 40 per week. (Civil Action No. 2:15-cv-326 (S.D. Ohio)).

- ***Sanders v. The CJS Solutions Group, LLC*:** The firm served as co-lead counsel and obtained a settlement of $3.24 million on behalf of a class of IT healthcare consultants who allegedly did not receive overtime premiums for hours worked in excess of 40 per week. (Civil Action No. 17-3809 (S.D.N.Y.)).

- ***Gundrum v.* Cleveland Integrity Services, Inc.:** The firm served as lead counsel and obtained a settlement of $4.5 million on behalf of a class of oil and gas inspectors who allegedly did not receive overtime compensation for hours worked in excess of 40 per week. (Civil Action No. 4:17-cv-55 (N.D. Okl.)).

- ***Fenley v.* Applied Consultants, Inc.:** The firm served as lead counsel and obtained a settlement of $9.25 million on behalf of a class of oil and gas inspectors who allegedly did not receive overtime compensation for hours worked in excess of 40 per week. (Civil Action No. 2:15-cv-259 (W.D. Pa.)).

- ***Acevedo v. Brightview Landscapes, LLC*:** The firm served as co-lead counsel and obtained a settlement of $6.95 million on behalf of a class of landscaping crew members who allegedly did not receive proper overtime premiums for hours worked in excess of 40 per week. (Civil Action No. 3:13-cv-02529 (M.D. Pa.)).

- ***Jantz v. Social Security Administration:*** The firm served as co-lead counsel and obtained a settlement on behalf of employees with targeted disabilities ("TDEs") alleged

that SSA discriminated against TDEs by denying them promotional and other career advancement opportunities. The settlement was reached after more than ten years of litigation, and the Class withstood challenges to class certification on four separate occasions. The settlement includes a monetary fund of $9.98 million and an unprecedented package of extensive programmatic changes valued at approximately $20 million. (EEOC No. 531-2006-00276X (2015)).

- ***Ciamillo v. Baker Hughes, Incorporated:*** The firm served as lead counsel and obtained a settlement of $5 million on behalf of a class of oil and gas workers who allegedly did not receive any overtime compensation for working hours in excess of 40 per week. (Civil Action No. 14-cv-81 (D. Alaska)).

- ***Salcido v. Cargill Meat Solutions Corp.:*** The firm served as co-lead counsel and obtained a settlement of $7.5 million on behalf of a class of thousands of employees of Cargill Meat Solutions Corp. alleging that they were forced to work off-the-clock and during their breaks. This is one of the largest settlements of this type of case involving a single plant in U.S. history. (Civil Action Nos. 1:07-cv-01347-LJO-GSA and 1:08-cv-00605-LJO-GSA (E.D. Cal.)).

- ***Chabrier v. Wilmington Finance, Inc.:*** The firm served as co-lead counsel and obtained a settlement of $2,925,000 on behalf of loan officers who worked in four offices to resolve claims for unpaid overtime wages. A significant opinion issued in the case is *Chabrier v. Wilmington Finance, Inc.*, 2008 WL 938872 (E.D. Pa. April 04, 2008) (denying the defendant's motion to decertify the class). (No. 06-4176 (E.D. Pa.)).

- ***Bonnette v. Rochester Gas & Electric Co.:*** The firm served as co-lead counsel and obtained a settlement of $2 million on behalf of a class of African American employees of Rochester Gas & Electric Co. to resolve charges of racial discrimination in hiring, job assignments, compensation, promotions, discipline, terminations, retaliation, and a hostile work environment. (No. 07-6635 (W.D.N.Y.)).

Environment & Public Health

Berger Montague lawyers are trailblazers in the fields of environmental class action litigation and mass torts. Our attorneys have earned their reputation in the fields of environmental litigation and mass torts by successfully prosecuting some of the largest, most well-known cases of our time. Our Environment & Public Health Group also prosecutes significant claims for personal injury, commercial losses, property damage, and environmental response costs. In 2016, Berger Montague was named an Elite Trial Lawyer Finalist in special litigation (environmental) by *The National Law Journal*.

- ***Cook v. Rockwell International Corporation:*** In February 2006, the firm won a $554 million jury verdict on behalf of thousands of property owners whose homes were exposed to plutonium from the former Rocky Flats nuclear weapons site northwest of Denver, Colorado. Judgment in the case was entered by the court in June 2008 which, with

interest, totaled $926 million. Recognizing this tremendous achievement, the Public Justice Foundation bestowed its prestigious Trial Lawyer of the Year Award for 2009 on Merrill G. Davidoff, David F. Sorensen, and the entire trial team for their "long and hard-fought" victory against "formidable corporate and government defendants." (No. 90-cv-00181-JLK (D. Colo.)). The jury verdict in that case was vacated on appeal in 2010, but on a second trip to the Tenth Circuit, Plaintiffs secured a victory in 2015, with the case then being sent back to the district court. A $375 million settlement was reached in May 2016, and final approval by the district court was obtained in April 2017.

- ***In re Exxon Valdez Oil Spill Litigation*:** On September 16, 1994, a jury trial of several months duration resulted in a record punitive damages award of $5 billion against the Exxon defendants as a consequence of one of the largest oil spills in U.S. history. The award was reduced to $507.5 million pursuant to a Supreme Court decision. David Berger was co-chair of the plaintiffs' discovery committee (appointed by both the federal and state courts). Harold Berger served as a member of the organizing case management committee. H. Laddie Montague was specifically appointed by the federal court as one of the four designated trial counsel. Both Mr. Montague and Peter Kahana shared (with the entire trial team) the 1995 "Trial Lawyer of the Year Award" given by the Trial Lawyers for Public Justice. (No. A89-0095-CVCHRH (D. Alaska)).

- ***Drayton v. Pilgrim's Pride Corp.:*** The firm served as counsel in a consolidation of wrongful death and other catastrophic injury cases brought against two manufacturers of turkey products, arising out of a 2002 outbreak of Listeria Monocytogenes in the Northeastern United States, which resulted in the recall of over 32 million pounds of turkey – the second largest meat recall in U.S. history at that time. A significant opinion issued in the case is *Drayton v. Pilgrim's Pride Corp.*, 472 F. Supp. 2d 638 (E.D. Pa. 2006) (denying the defendants' motions for summary judgment and applying the alternative liability doctrine). All of the cases settled on confidential terms in 2006. (No. 03-2334 (E.D. Pa.)).

- ***In re Three Mile Island Litigation:*** As lead/liaison counsel, the firm successfully litigated the case and reached a settlement in 1981 of $25 million in favor of individuals, corporations and other entities suffering property damage as a result of the nuclear incident involved. (C.A. No. 79-0432 (M.D. Pa.)).

Insurance Fraud

When insurance companies and affiliated financial services entities engage in fraudulent, deceptive or unfair practices, Berger Montague helps injured parties recover their losses. We focus on fraudulent, deceptive and unfair business practices across all lines of insurance and financial products and services sold by insurers and their affiliates, which include annuities, securities and other investment vehicles.

- ***Spencer v. Hartford Financial Services Group, Inc.:*** The firm, together with co-counsel, prosecuted this national class action against The Hartford Financial Services Group, Inc. and its affiliates in the United States District Court for the District of Connecticut (*Spencer*

v. Hartford Financial Services Group, Inc., Case No. 05-cv-1681) on behalf of approximately 22,000 claimants, each of whom entered into structured settlements with Hartford property and casualty insurers to settle personal injury and workers' compensation claims. To fund these structured settlements, the Hartford property and casualty insurers purchased annuities from their affiliate, Hartford Life. By purchasing the annuity from Hartford Life, The Hartford companies allegedly were able to retain up to 15% of the structured amount of the settlement in the form of undisclosed costs, commissions and profit - all of which was concealed from the settling claimants. On March 10, 2009, the U.S. District Court certified for trial claims on behalf of two national subclasses for civil RICO and fraud (256 F.R.D. 284 (D. Conn. 2009)). On October 14, 2009, the Second Circuit Court of Appeals denied The Hartford's petition for interlocutory appeal under Federal Rule of Civil Procedure 23(f). On September 21, 2010, the U.S. District Court entered judgment granting final approval of a $72.5 million cash settlement.

- ***Nationwide Mutual Insurance Company v. O'Dell:*** The firm, together with co-counsel, prosecuted this class action against Nationwide Mutual Insurance Company in West Virginia Circuit Court, Roane County (*Nationwide Mutual Insurance Company v. O'Dell*, Case No. 00-C-37), on behalf of current and former West Virginia automobile insurance policyholders, which arose out of Nationwide's failure, dating back to 1993, to offer policyholders the ability to purchase statutorily-required optional levels of underinsured ("UIM") and uninsured ("UM") motorist coverage in accordance with West Virginia Code 33-6-31. The court certified a trial class seeking monetary damages, alleging that the failure to offer these optional levels of coverage, and the failure to provide increased first party benefits to personal injury claimants, breached Nationwide's insurance policies and its duty of good faith and fair dealing, and violated the West Virginia Unfair Trade Practices Act. On June 25, 2009, the court issued final approval of a settlement that provided a minimum estimated value of $75 million to Nationwide auto policyholders and their passengers who were injured in an accident or who suffered property damage.

Predatory Lending and Borrowers' Rights

Berger Montague's attorneys fight vigorously to protect the rights of borrowers when they are injured by the practices of banks and other financial institutions that lend money or service borrowers' loans. Berger Montague has successfully obtained multi-million-dollar class action settlements for nationwide classes of borrowers against banks and financial institutions and works tirelessly to protect the rights of borrowers suffering from these and other deceptive and unfair lending practices.

- ***Coonan v. Citibank, N.A.***: The firm, as Co-Lead Counsel, prosecuted this national class action against Citibank and its affiliates in the United States District Court for the Northern District of New York concerning alleged kickbacks Citibank received in connection with its force-placed insurance programs. The firm obtained a settlement of $122 million on behalf of a class of hundreds of thousands of borrowers.

- ***Arnett v. Bank of America, N.A.***: The firm, as Co-Lead Counsel, prosecuted this national class action against Bank of America and its affiliates in the United States District Court for the District of Oregon concerning alleged kickbacks received in connection with its force-placed flood insurance program. The firm obtained a settlement of $31 million on behalf of a class of hundreds of thousands of borrowers.

- ***Clements v. JPMorgan Chase Bank, N.A.***: The firm, as Co-Lead Counsel, prosecuted this national class action against JPMorgan Chase and its affiliates in the United States District Court for the Northern District of California concerning alleged kickbacks received in connection with its force-placed flood insurance program. The firm obtained a settlement of $22,125,000 on behalf of a class of thousands of borrowers.

- ***Holmes v. Bank of America, N.A.***: The firm, as Co-Lead Counsel, prosecuted this national class action against Bank of America and its affiliates in the United States District Court for the Western District of North Carolina concerning alleged kickbacks received in connection with its force-placed wind insurance program. The firm obtained a settlement of $5.05 million on behalf of a class of thousands of borrowers.

Securities & Investor Protection

In the area of securities litigation, the firm has represented public institutional investors – such as the retirement funds for the States of Pennsylvania, Connecticut, New Hampshire, New Jersey, Louisiana and Ohio, as well as the City of Philadelphia and numerous individual investors and private institutional investors. The firm was co-lead counsel in the *Melridge Securities Litigation* in the Federal District Court in Oregon, in which jury verdicts of $88.2 million and a RICO judgment of $239 million were obtained. Berger Montague has served as lead or co-lead counsel in numerous other major securities class action cases where substantial settlements were achieved on behalf of investors.

- ***In re Merrill Lynch Securities Litigation:*** Berger Montague, as co-lead counsel, obtained a recovery of $475 million for the benefit of the class in one of the largest recoveries among the recent financial crisis cases. (No. 07-cv-09633 (S.D.N.Y.)).

- ***In re: Oppenheimer Rochester Funds Group Securities Litigation:*** The firm, as co-lead counsel, obtained a $89.5 million settlement on behalf of investors in six tax-exempt bond mutual funds managed by OppenheimerFunds, Inc. (No. 09-md-02063-JLK (D. Col.)).

- ***In re KLA Tencor Securities Litigation:*** The firm, as a member of Plaintiffs' Counsel's Executive Committee, obtained a cash settlement of $65 million in an action on behalf of investors against KLA-Tencor and certain of its officers and directors. (No. 06-cv-04065 (N.D. Cal.)).

- ***In re NetBank, Inc. Securities Litigation:*** The firm served as lead counsel in this certified class action on behalf of the former common shareholders of NetBank, Inc. The $12.5

million settlement, which occurred after class certification proceedings and substantial discovery, is particularly noteworthy because it is one of the few successful securities fraud class actions litigated against a subprime lender and bank in the wake of the financial crisis. (No. 07-cv-2298-TCB (N.D. Ga.)).

- ***The City Of Hialeah Employees' Retirement System v. Toll Brothers, Inc.:*** The firm, as co-lead counsel, obtained a class settlement of $25 million against Home Builder Toll Brothers, Inc. (No. 07-cv-1513 (E.D. Pa.)).

- ***In re Alcatel Alsthom Securities Litigation:*** The firm, as co-lead counsel, obtained a class settlement for investors of $75 million cash. (MDL Docket No. 1263 (PNB) (E.D. Tex.)).

- ***Qwest Securities Action:*** The firm represented New Jersey in an opt-out case against Qwest and certain officers, which was settled for $45 million. (C.A. No. L-3838-02 (Superior Court New Jersey, Law Division)).

Whistleblower, *Qui Tam*, and False Claims Act

Berger Montague has represented whistleblowers in matters involving healthcare fraud, defense contracting fraud, IRS fraud, securities fraud, and commodities fraud, helping to return more than $3 billion to federal and state governments. In return, whistleblower clients retaining Berger Montague to represent them in state and federal courts have received more than $500 million in rewards. Berger Montague's time-tested approach in whistleblower/*qui tam* representation involves cultivating close, productive attorney-client relationships with the maximum degree of confidentiality for our clients.

Judicial Praise for Berger Montague Attorneys

Berger Montague's record of successful prosecution of class actions and other complex litigation has been recognized and commended by judges and arbitrators across the country. Some remarks on the skill, efficiency, and expertise of the firm's attorneys are excerpted below.

Antitrust Cases

From **Judge Lorna G. Schofield**, of the U.S. District Court for the Southern District of New York:

> "I'm not sure I've ever seen a case without a single objection or opt-out, so congratulations on that."

Transcript of the November 19, 2020 Hearing in ***Contant, et al. v. Bank of America Corp., et al.***, No. 1:17-cv-03139 (S.D.N.Y.).

From **Judge William E. Smith,** of the U.S. District Court for the District of Rhode Island:

> "The degree to which you all litigated the case is – you know, I can't imagine attorneys litigating a case more rigorously than you all did in this case. It seems like every conceivable, legitimate, substantive dispute that could have been fought over was fought over to the max. So you, both sides, I think litigated the case as vigorously as any group of attorneys could. The level of representation of all parties in terms of the sophistication of counsel was, in my view, of the highest levels. I can't imagine a case in which there was really a higher quality of representation across the board than this one."

Transcript of the August 27, 2020 Hearing in ***In re Loestrin 24 Fe Antitrust Litigation***, No. 13-md-02472 (D.R.I.).

From **Judge Margo K. Brodie,** of the U.S. District Court for the Eastern District of New York:

> "Class counsel has without question done a tremendous job in litigating this case. They represent some of the best plaintiff-side antitrust groups in the country, and the size and skill of the defense they litigated against cannot be overstated. They have also demonstrated the utmost professionalism despite the demands of the extreme perseverance that this case has required…"

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation, No. 1:05-md-01720 (E.D.N.Y. 2019) (Mem. & Order).

From **Judge Brian M. Cogan**, of the U.S. District Court of the Eastern District of New York:

> "This is a substantial recovery that has the deterrent effect that class actions are supposed to have, and I think it was done because we had really good Plaintiffs' lawyers in this case who were running it."

Transcript of the June 24, 2019 Fairness Hearing in ***In re Dental Supplies Antitrust Litigation***, No. 16-cv-696 (E.D.N.Y.).

From **Judge Michael M. Baylson**, of the U.S. District Court of the Eastern District of Pennsylvania:

> "[C]ounsel…for direct action plaintiffs have done an outstanding job here with representing the class, and I thought your briefing was always very on point. I thought the presentation of the very contentious issues on the class action motion was very well done, it was very well briefed, it was well argued."

Transcript of the June 28, 2018 Hearing in ***In re Domestic Drywall Antitrust Litigation***, No. MD-13-2437 at 11:6-11.

From **Judge Madeline Cox Arleo,** of the U.S. District Court for the District of New Jersey praising the efforts of all counsel:

> "I just want to thank you for an outstanding presentation. I don't say that lightly . . . it's not lost on me at all when lawyers come very, very prepared. And really, your clients should be very proud to have such fine lawyering. I don't see lawyering like this every day in the federal courts, and I am very grateful. And I appreciate the time and the effort you put in, not only to the merits, but the respect you've shown for each other, the respect you've shown for the Court, the staff, and the time constraints. And as I tell my law clerks all the time, good lawyers don't fight, good lawyers advocate. And I really appreciate that more than I can express."

Transcript of the September 9 to 11, 2015 Daubert Hearing in ***Castro v. Sanofi Pasteur***, No. 11-cv-07178 (D.N.J.) at 658:14-659:4.

From **Judge William H. Pauley, III**, of the U.S. District Court of the Southern District of New York:

> "Class Counsel did their work on their own with enormous attention to detail and unflagging devotion to the cause. Many of the issues in this litigation . . . were unique and issues of first impression."
>
> * * *
>
> "Class Counsel provided extraordinarily high-quality representation. This case raised a number of unique and complex legal issues …. The law firms of Berger Montague and Coughlin Stoia were indefatigable. They represented the Class with a high degree of professionalism, and vigorously litigated every issue against some of the ablest lawyers in the antitrust defense bar."

In re Currency Conversion Fee Antitrust Litigation, 263 F.R.D. 110, 129 (2009).

From **Judge Faith S. Hochberg,** of the United States District court for the District of New Jersey:

> "[W]e sitting here don't always get to see such fine lawyering, and it's really wonderful for me both to have tough issues and smart lawyers … I want to congratulate all of you for the really hard work you put into this, the way you presented the issues, … On behalf of the entire federal judiciary I want to thank you for the kind of lawyering we wish everybody would do."

In re Remeron Antitrust Litig., Civ. No. 02-2007 (Nov. 2, 2005).

From U.S. District **Judge Jan DuBois**, of the U.S. District Court of the Eastern District of Pennsylvania:

> "[T]he size of the settlements in absolute terms and expressed as a percentage of total damages evidence a high level of skill by petitioners … The Court has repeatedly stated that the lawyering in the case at every stage was superb, and does so again."

In re Linerboard Antitrust Litig., 2004 WL 1221350, at *5-*6 (E.D. Pa. 2004).

From **Judge Nancy G. Edmunds**, of the U.S. District Court of the Eastern District of Michigan:

> "[T]his represents an excellent settlement for the Class and reflects the outstanding effort on the part of highly experienced, skilled, and hard working Class Counsel….[T]heir efforts were not only successful, but were highly organized and efficient in addressing numerous complex issues raised in this litigation[.]"

In re Cardizem CD Antitrust Litig., MDL No. 1278 (E.D. Mich., Nov. 26, 2002).

From **Judge Charles P. Kocoras,** of the U.S. District Court for the Northern District of Illinois:

> "The stakes were high here, with the result that most matters of consequence were contested. There were numerous trips to the courthouse, and the path to the trial court and the Court of Appeals frequently traveled. The efforts of counsel for the class has [sic] produced a substantial recovery, and it is represented that the cash settlement alone is the second largest in the history of class action litigation. . . .There is no question that the results achieved by class counsel were extraordinary [.]"

Regarding the work of Berger Montague in achieving more than $700 million in settlements with some of the defendants in ***In Re Brand Name Prescription Drugs Antitrust Litigation***, 2000 U.S. Dist. LEXIS 1734, at *3-*6 (N.D. Ill. Feb. 9, 2000).

From **Judge Peter J. Messitte,** of the U.S. District Court for the District of Maryland:

"The experience and ability of the attorneys I have mentioned earlier, in my view in reviewing the documents, which I have no reason to doubt, the plaintiffs' counsel are at the top of the profession in this regard and certainly have used their expertise to craft an extremely favorable settlement for their clients, and to that extent they deserve to be rewarded."

Settlement Approval Hearing, Oct. 28, 1994, in ***Spawd, Inc. and General Generics v. Bolar Pharmaceutical Co., Inc.***, CA No. PJM-92-3624 (D. Md.).

From **Judge Donald W. Van Artsdalen,** of the U.S. District Court for the Eastern District of Pennsylvania:

> "As to the quality of the work performed, although that would normally be reflected in the not immodest hourly rates of all attorneys, for which one would expect to obtain excellent quality work at all times, the results of the settlements speak for themselves. Despite the extreme uncertainties of trial, plaintiffs' counsel were able to negotiate a cash settlement of a not insubstantial sum, and in addition, by way of equitable relief, substantial concessions by the defendants which, subject to various condition, will afford the right, at least, to lessee-dealers to obtain gasoline supply product from major oil companies and suppliers other than from their respective lessors. The additional benefits obtained for the classes by way of equitable relief would, in and of itself, justify some upward adjustment of the lodestar figure."

Bogosian v. Gulf Oil Corp., 621 F. Supp. 27, 31 (E.D. Pa. 1985).

From **Judge Krupansky**, who had been elevated to the Sixth Circuit Court of Appeals:

> "Finally, the court unhesitatingly concludes that the quality of the representation rendered by counsel was uniformly high. The attorneys involved in this litigation are extremely experienced and skilled in their prosecution of antitrust litigation and other complex actions. Their services have been rendered in an efficient and expeditious manner, but have nevertheless been productive of highly favorable result."

In re Art Materials Antitrust Litigation, 1984 CCH Trade Cases ¶65,815 (N.D. Ohio 1983).

From **Judge Joseph Blumenfeld,** of the U.S. District Court for the District of Connecticut:

> "The work of the Berger firm showed a high degree of efficiency and imagination, particularly in the maintenance and management of the national class actions."

In re Master Key Antitrust Litigation, 1977 U.S. Dist. LEXIS 12948, at *35 (Nov. 4, 1977).

Securities & Investor Protection Cases

From **Judge Brantley Starr** of the U.S. District Court for the Northern District of Texas, Dallas Division:

> "I think y'all have been a model on how to handle a case like this. So I appreciate the diligence y'all have put in separating the fee negotiations until after the main event is resolved…Everything I see here is in great shape, and really a testament to y'all's diligence and professionalism. So hats off to y'all…So thanks again for your professionalism in handling this case and handling the stipulated settlement. Y'all are model citizens, and so I wish I could send everyone to y'all's school of litigation management."

Howell Family Trust DTD 1/27/2004 v. Hollis Greenlaw, et al., No. 3:18-cv-02864-X (N.D. Tex., March 25, 2021).

From **Judge Jed Rakoff** of the U.S. District Court for the Southern District of New York:

> Court stated that lead counsel had made "very full and well-crafted" and "excellent submissions"; that there was a "very fine job done by plaintiffs' counsel in this case"; and that this was "surely a very good result under all the facts and circumstances."

In re Merrill Lynch & Co., Inc. Securities, Derivative & ERISA Litigation, Master File No. 07-cv-9633(JSR)(DFE) (S.D.N.Y., July 27, 2009).

From **Judge Michael M. Baylson** of the U.S. District Court for the Eastern District of Pennsylvania:

> "The Court is aware of and attests to the skill and efficiency of class counsel: they have been diligent in every respect, and their briefs and arguments before the Court were of the highest quality. The firm of Berger Montague took the lead in the Court proceedings; its attorneys were well prepared, articulate and persuasive."

In re CIGNA Corp. Sec. Litig., 2007 U.S. Dist. LEXIS 51089, at *17-*18 (E.D. Pa. July 13, 2007).

From **Judge Stewart Dalzell** of the U.S. District Court for the Eastern District of Pennsylvania:

> "The quality of lawyering on both sides, but I am going to stress now on the plaintiffs' side, simply has not been exceeded in any case, and we have had some marvelous counsel appear before us and make superb arguments, but they really don't come any better than Mrs. Savett… [A]nd the arguments we had on the motion to dismiss [Mrs. Savett argued the motion], both sides were fabulous, but plaintiffs' counsel were as good as they come."

In re U.S. Bioscience Secs. Litig., No. 92-0678 (E.D. Pa. April 4, 1994).

From **Judge Wayne Andersen** of the U.S. District Court for the Northern District of Illinois:

> "[Y]ou have acted the way lawyers at their best ought to act. And I have had a lot of cases…in 15 years now as a judge and I cannot recall a significant case where I felt people were better represented than they are here…I would say this has been the best representation that I have seen."

In re: Waste Management, Inc. Secs. Litig., No. 97-C 7709 (N.D. Ill. 1999).

From **Chancellor William Chandler, III** of the Delaware Chancery Court:

> "All I can tell you, from someone who has only been doing this for roughly 22 years, is that I have yet to see a more fiercely and intensely litigated case than this case. Never in 22 years have I seen counsel going at it, hammer and tong, like they have gone at it in this case. And I think that's a testimony – Mr. Valihura correctly says that's what they are supposed to do. I recognize that; that is their job, and they were doing it professionally."

Ginsburg v. Philadelphia Stock Exchange, Inc., No. 2202 (Del. Ch., Oct. 22, 2007).

From **Judge Stewart Dalzell** of the U.S. District Court for the Eastern District of Pennsylvania:

> "Thanks to the nimble class counsel, this sum, which once included securities worth $149.5 million is now all cash. Seizing on an opportunity Rite Aid presented, class counsel first renegotiated what had been stock consideration into Rite Aid Notes and then this year monetized those Notes. Thus, on February 11, 2003, Rite Aid redeemed those Notes from the class, which then received $145,754,922.00. The class also received $14,435,104 in interest on the Notes."
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> "Co-lead counsel ... here were extraordinarily deft and efficient in handling this most complex matter... they were at least eighteen months ahead of the United States Department of Justice in ferreting out the conduct that ultimately resulted in the write down of over $1.6 billion in previously reported Rite Aid earnings. In short, it would be hard to equal the skill class counsel demonstrated here."

In re Rite Aid Corp. Securities Litigation, 269 F. Supp. 2d 603, 605, n.1, 611 (E.D. Pa. 2003).

From **Judge Helen J. Frye**, United States District Judge for the U.S. District Court for the District of Oregon:

> "In order to bring about this result [partial settlements then totaling $54.25 million], Class Counsel were required to devote an unusual amount of time and effort over more than eight years of intense legal litigation which included a four-month long jury trial and full briefing and argument of an appeal before the Ninth Circuit Court of Appeals, and which produced one of the most voluminous case files in the history of this District."
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> * * *
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> "Throughout the course of their representation, the attorneys at Berger Montague and Stoll, Stoll, Berne, Lokting & Shlachter who have worked on this case have exhibited an unusual degree of skill and diligence, and have had to contend with opposing counsel who also displayed unusual skill and diligence."

In Re Melridge, Inc. Securities Litigation, No. CV 87-1426-FR (D. Ore. April 15, 1996).

From **Judge Marvin Katz** of the U.S. District Court for the Eastern District of Pennsylvania:

> "[T]he co-lead attorneys have extensive experience in large class actions, experience that has enabled this case to proceed efficiently and professionally even under short deadlines and the pressure of handling thousands of documents in a large multi-district action... These counsel have also acted vigorously in their clients' interests...."
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> * * *
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> "The management of the case was also of extremely high quality.... [C]lass counsel is of high caliber and has extensive experience in similar class action litigation.... The submissions were of consistently high quality, and class counsel has been notably diligent in preparing filings in a timely manner even when under tight deadlines."

Commenting on class counsel, where the firm served as both co-lead and liaison counsel in ***In re Ikon Office Solutions, Inc. Securities Litigation***, 194 F.R.D. 166, 177, 195 (E.D. Pa. 2000).

From **Judge William K. Thomas,** Senior District Judge for the United States District Court for the Northern District of Ohio:

> "In the proceedings it has presided over, this court has become directly familiar with the specialized, highly competent, and effective quality of the legal services performed by Merrill G. Davidoff, Esq. and Martin I. Twersky, Esq. of Berger Montague...."
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> * * *

> "Examination of the experience-studded biographies of the attorneys primarily involved in this litigation and review of their pioneering prosecution of many class actions in antitrust, securities, toxic tort matters and some defense representation in antitrust and other litigation, this court has no difficulty in approving and adopting the hourly rates fixed by Judge Aldrich."

Commenting in ***In re Revco Securities Litigation***, Case No. 1:89CV0593, Order (N.D. Oh. September 14, 1993).

Consumer Protection Cases

From **Judge Paul A. Engelmayer** of the U.S. District Court for the Southern District of New York:

> "I know the diligence of counsel and dedication of counsel to the class…Thank you, Ms. Drake. As always I appreciate the – your extraordinary dedication to your – to the class and the very obvious backwards and forwards familiarity you have with the case and level of preparation and articulateness today. It's a pleasure always to have you before me…Class Counsel [] generated this case on their own initiative and at their own risk. Counsel's enterprise and ingenuity merits significant compensation…Counsel here are justifiably proud of the important result that they achieved."

Sept. 22, 2020, Final Approval Hearing, ***Gambles v. Sterling Info., Inc.***, No. 15-cv-9746.

From **Judge Joel Schneider** of the U.S. District Court for the District of New Jersey:

> "I do want to compliment all counsel for how they litigated this case in a thoroughly professional manner. All parties were zealously represented in the highest ideals of the profession, legitimately and professionally, and not the usual acrimony we see in these cases…I commend the parties and their counsel for a very workmanlike professional effort."

Transcript of the September 10, 2020 Final Fairness Hearing in ***Somogyi, et al. v. Freedom Mortgage Corp.***

From **Judge Harold E. Kahn** of the Superior Court of California County of San Francisco:

> "You are extraordinarily impressive. And I thank you for being here, and for your candid, non-evasive response to every question I have. I was extremely skeptical at the outset of this morning. You have allayed all of my concerns and have persuaded me that this is an important issue, and that you have done a great service to the class. And for that reason, I am going to approve your settlement in all respects, including the motion for attorneys' fees. And I congratulate you on your excellent work."

Transcript of the November 7, 2017 Hearing in ***Loretta Nesbitt v. Postmates, Inc.***, No. CGC-15-547146

Civil/Human Rights Cases

From **Deputy Treasury Secretary Stuart E. Eizenstat**:

> "We must be frank. It was the American lawyers, through the lawsuits they brought in U.S. courts, who placed the long-forgotten wrongs by German companies during the Nazi era on the international agenda. It was their research and their work which highlighted these old injustices and forced us to confront them. Without question, we would not be here without them.... For this dedication and commitment to the victims, we should always be grateful to these lawyers."

In his remarks at the July 17, 2000, signing ceremony for the international agreements which established the German Foundation to act as a funding vehicle for the payment of claims to Holocaust survivors.

Insurance Litigation

From **Judge Janet C. Hall**, of the U.S. District Court of the District of Connecticut:

> Noting the "very significant risk in pursuing this action" given its uniqueness in that "there was no prior investigation to rely on in establishing the facts or a legal basis for the case….[and] no other prior or even now similar case involving parties like these plaintiffs and a party like these defendants." Further, "the quality of the representation provided to the plaintiffs ... in this case has been consistently excellent…. [T]he defendant[s] ... mounted throughout the course of the five years the case pended, an extremely vigorous defense…. [B]ut for counsel's outstanding work in this case and substantial effort over five years, no member of the class would have recovered a penny…. [I]t was an extremely complex and substantial class ... case ... [with an] outstanding result."

Regarding the work of Berger Montague attorneys Peter R. Kahana and Steven L. Bloch, among other co-class counsel, in ***Spencer, et al. v. The Hartford Financial Services Group, Inc., et al.,*** in the Order approving the $72.5 million final settlement of this action, dated September 21, 2010 (No. 3:05-cv-1681, D. Conn.).

Customer/Broker Arbitrations

From **Robert E. Conner**, Public Arbitrator with the National Association of Securities Dealers, Inc.:

> "[H]aving participated over the last 17 years in 400 arbitrations and trials in various settings, ... the professionalism and the detail and generally the civility of everyone involved has been not just a cause for commentary at the end of these proceedings but between ourselves [the arbitration panel] during the course of them, and ... the detail and the intellectual rigor that went into the documents was fully reflective of the effort that was made in general. I wanted to make that known to everyone and to express my particular respect and admiration."

About the efforts of Berger Montague shareholders Merrill G. Davidoff and Eric L. Cramer, who achieved a $1.1 million award for their client, in ***Steinman v. LMP Hedge Fund, et al.***, NASD Case No. 98-04152, at Closing Argument, June 13, 2000.

Employment & Unpaid Wages Cases

From **Judge Timothy R. Rice**, United States Magistrate Judge for the U.S. District Court for the Eastern District of Pennsylvania:

> Describing Berger Montague as "some of the finest legal representation in the nation," who are "ethical, talented, and motivated to help hard working men and women."

Regarding the work of Berger Montague attorney Camille F. Rodriguez in ***Gonzalez v. Veritas Consultant Group, LLC, d/b/a Moravia Health Network***, No. 2:17-cv-1319-TR (E.D. Pa. March 13, 2019).

From **Judge Malachy E. Mannion**, United States District Judge for the U.S. District Court for the Middle District of Pennsylvania:

> "At the final approval hearing, class counsel reiterated in detail the arguments set forth in the named plaintiffs' briefing. … The court lauded the parties for their extensive work in reaching a settlement the court deemed fair and reasonable.
>
> * * *
>
> "The court is confident that [class counsel] are highly skilled in FLSA collective and hybrid actions, as seen by their dealings with the court and the results achieved in both negotiating and handling the settlement to date."

Acevedo v. Brightview Landscapes, LLC, No. 3:13-cv-2529, 2017 WL 4354809 (M.D. Pa. Oct. 2, 2017).

From **Judge Joseph F. Bataillon**, United States District Judge for the U.S. District Court for the District of Nebraska:

> [P]laintiffs' counsel succeeded in vindicating important rights. … The court is familiar with "donning and doffing" cases and based on the court's experience, defendant meat packing companies' litigation conduct generally reflects "what can only be described as a deeply-entrenched resistance to changing their compensation practices to comply with the requirements of FLSA." (citation omitted). Plaintiffs' counsel perform a recognized public service in prosecuting these actions as a 'private Attorney General' to protect the rights of underrepresented workers.
>
> The plaintiffs have demonstrated that counsel's services have benefitted the class. … The fundamental policies of the FLSA were vindicated and the rights of the workers were protected.

Regarding the work of Berger Montague among other co-counsel in ***Morales v. Farmland Foods**, Inc.*, No. 8:08-cv-504, 2013 WL 1704722 (D. Neb. Apr. 18, 2013).

From **Judge Jonathan W. Feldman**, United States Magistrate Judge for the U.S. District Court for the Western District of New York:

> "The nature of the instant application obliges the Court to make this point clear: In my fifteen years on the bench, no case has been litigated with more skill, tenacity and legal professionalism than this case. The clients, corporate and individual, should be proud of the manner in which their legal interests were brought before and presented to the Court by their lawyers and law firms."
>
> and
>
> "…the Court would be remiss if it did not commend class counsel and all those who worked for firms representing the thousands of current and former employees of Kodak for the outstanding job they did in representing the interests of their clients. For the last several years, lead counsel responsibilities were shared by Shanon Carson …. Their legal work in an extraordinarily complex case was exemplary, their tireless commitment to seeking justice for their clients was unparalleled and their conduct as officers of the court was beyond reproach."

Employees Committed For Justice v. Eastman Kodak, (W.D.N.Y. 2010) ($21.4 million settlement).

Other Cases

From **Stephen M. Feiler, Ph.D.,** Director of Judicial Education, Supreme Court of Pennsylvania, Administrative Office of Pennsylvania Courts, Mechanicsburg, PA *on behalf of the Common Pleas Court Judges (trial judges) of Pennsylvania*:

> "On behalf of the Supreme Court of Pennsylvania and AOPC's Judicial Education Department, thank you for your extraordinary commitment to the *Dealing with Complexities in Civil Litigation* symposia. We appreciate the considerable time you spent preparing and delivering this important course across the state. It is no surprise to me that the judges rated this among the best programs they have attended in recent years."

About the efforts of Berger Montague attorneys Merrill G. Davidoff, Peter Nordberg and David F. Sorensen in planning and presenting a CLE Program to trial judges in the Commonwealth of Pennsylvania.

Our Founding Partner and Attorneys

Founding Partner

David Berger – *1912-2007*

David Berger was the founder and the Chairman of Berger Montague. He received his A.B. *cum laude* in 1932 and his LL.B. *cum laude* in 1936, both from the University of Pennsylvania. He was a member of The Order of the Coif and was an editor of the *University of Pennsylvania Law Review*. He had a distinguished scholastic career including being Assistant to Professor Francis H. Bohlen and Dr. William Draper Lewis, Director of the American Law Institute, participating in the drafting of the first Restatement of Torts. He also served as a Special Assistant Dean of the University of Pennsylvania Law School. He was a member of the Board of Overseers of the Law School and Associate Trustee of the University of Pennsylvania. In honor of his many contributions, the Law School established the David Berger Chair of Law for the Improvement of the Administration of Justice.

David Berger was a law clerk for the Pennsylvania Supreme Court. He served as a deputy assistant to Director of Enemy Alien Identification Program of the United States Justice Department during World War II.

Thereafter he was appointed Lt.j.g. in the U.S. Naval Reserve and he served in the South Pacific aboard three aircraft carriers during World War II. He was a survivor of the sinking of the U.S.S. Hornet in the Battle of Santa Cruz, October 26, 1942. After the sinking of the Hornet, Admiral Halsey appointed him a member of his personal staff when the Admiral became Commander of the South Pacific. Mr. Berger was ultimately promoted to Commander. He was awarded the Silver Star and Presidential Unit Citation.

After World War II, he was a law clerk in the United States Court of Appeals. The United States Supreme Court appointed David Berger a member of the committee to draft the Federal Rules of Evidence, the basic evidentiary rules employed in federal courts throughout the United States.

David Berger was a fellow of the American College of Trial Lawyers, the International Society of Barristers, and the International Academy of Trial Lawyers, of which he was a former Dean. He was a Life Member of the Judicial Conference of the Third Circuit and the American Law Institute.

A former Chancellor (President) of the Philadelphia Bar Association, he served on numerous committees of the American Bar Association and was a lecturer and author on various legal subjects, particularly in the areas of antitrust, securities litigation, and evidence.

David Berger served as a member of President John F. Kennedy's committee which designed high speed rail lines between Washington and Boston. He drafted and activated legislation in the Congress of the United States which resulted in the use of federal funds to assure the continuance of freight and passenger lines throughout the United States. When the merger of the Pennsylvania Railroad and the New York Central Railroad, which created the Penn Central Transportation Company, crashed into Chapter 11, David Berger was counsel for Penn Central and a proponent of its reorganization. Through this work, Mr. Berger ensured the survival of the major railroads in the Northeastern section of the United States including Penn Central, New Jersey Central, and others.

Mr. Berger's private practice included clients in London, Paris, Dusseldorf, as well as in Philadelphia, Washington, New York City, Florida, and other parts of the United States. David Berger instituted the first class action in the antitrust field, and for over 30 years he and the Berger firm were lead counsel and/or co-lead counsel in countless class actions brought to successful conclusions, including antitrust, securities, toxic tort and other cases. He served as one of the chief counsel in the litigation surrounding the demise of Drexel Burnham Lambert, in which over $2.6 billion was recovered for various violations of the securities laws during the 1980s. The recoveries benefitted such federal entities as the FDIC and RTC, as well as thousands of victimized investors.

In addition, Mr. Berger was principal counsel in a case regarding the Three Mile Island accident near Harrisburg, Pennsylvania, achieving the first legal recovery of millions of dollars for economic harm caused by the nation's most serious nuclear accident. As part of the award in the case, David Berger established a committee of internationally renowned scientists to determine the effects on human beings of emissions of low-level radiation.

In addition, as lead counsel in *In re Asbestos School Litigation*, he brought about settlement of this long and vigorously fought action spanning over 13 years for an amount in excess of $200 million.

David Berger was active in Democratic politics. President Clinton appointed David Berger a member of the United States Holocaust Memorial Council, in which capacity he served from 1994-2004. In addition to his having served for seven years as the chief legal officer of Philadelphia, he was a candidate for District Attorney of Philadelphia, and was a Carter delegate in the Convention which nominated President Carter.

Over his lengthy career David Berger was prominent in a great many philanthropic and charitable enterprises some of which are as follows: He was the Chairman of the David Berger Foundation and a long time honorary member of the National Commission of the Anti-Defamation League. He was on the Board of the Jewish Federation of Philadelphia and, at his last place of residence, Palm Beach, as Honorary Chairman of the American Heart Association, Trustee of the American Cancer Society, a member of the Board of Directors of the American Red Cross, and active in the Jewish Federation of Palm Beach County.

David Berger's principal hobby was tennis, a sport in which he competed for over 60 years. He was a member of the Board of Directors of the International Tennis Hall of Fame and other related organizations for assisting young people in tennis on a world-wide basis.

Firm Chair

Eric L. Cramer – Chairman

Eric L. Cramer is Chairman of Berger Montague and Co-Chair of its antitrust department. He has a national practice in the field of complex litigation, primarily in the area of antitrust class actions. He is currently co-lead counsel in multiple significant antitrust class actions across the country in a variety of industries and is responsible for winning numerous significant settlements for his clients totaling well over $3 billion. Most recently, he has focused on representing workers claiming that anticompetitive practices have suppressed their pay, including cases on behalf of mixed-martial-arts fighters, healthcare and luxury retail workers, and chicken growers. Further, in late 2021, Mr. Cramer served as one of the main trial counsel in an antitrust class action relating to an alleged international cartel of capacitors' suppliers, which was tried to a jury and settled after nearly three weeks of trial.

In 2020, Law360 named Mr. Cramer a Titan of the Plaintiffs Bar, and Who's Who Legal identified him as a Global Elite Thought Leader, stating that he "comes recommended by peers as a top name for antitrust class action proceedings." In 2019, The National Law Journal awarded Mr. Cramer the Keith Givens Visionary Award, which was developed to honor an outstanding trial lawyer who has moved the industry forward through his or her work within the legal industry ecosystem, demonstrating excellence in all aspects of work from client advocacy to peer education and mentoring. In 2018, he was named Philadelphia antitrust "Lawyer of the Year" by Best Lawyers, and in 2017, he won the American Antitrust Institute's Antitrust Enforcement Award for Outstanding Antitrust Litigation Achievement in Private Law Practice for his work in *Castro v. Sanofi Pasteur Inc*., No. 11-cv-07178 (D.N.J.). In that case, Mr. Cramer represented a national class of physicians challenging Sanofi Pasteur with anticompetitive conduct in the market for meningitis vaccines, resulting in a settlement of more than $60 million for the class. He has also been identified as a top tier antitrust lawyer by Chambers & Partners in Pennsylvania and nationally. In 2020, Chambers & Partners observed that Mr. Cramer is "a fantastic lawyer…He has real trial experience and is very capable and super smart." He has been highlighted annually since 2011 by The Legal 500 as one of the country's top lawyers in the field of complex antitrust litigation and repeatedly deemed one of the "Best Lawyers in America," including for 2021.

Mr. Cramer is also a frequent speaker at antitrust and litigation related conferences and a leader of multiple non-profit advocacy groups. He is a past President of the Board of Directors of Public Justice, a national public interest advocacy group and law firm; a former Vice President of the Board of Directors of the American Antitrust Institute; a past President of COSAL (Committee to

Support the Antitrust Laws), a leading industry group; and a member of the Advisory Board of the Institute of Consumer Antitrust Studies of the Loyola University Chicago School of Law.

He has written widely in the fields of class certification and antitrust law. Among other writings, Mr. Cramer has co-authored *Antitrust as Antiracism: Antitrust as a Partial Cure for Systemic Racism* (*and Other Systemic "Isms"*), Vol. 66(3) The Antitrust Bulletin 359-393 (2021) and *Antitrust, Class Certification, and the Politics of Procedure*, 17 George Mason Law Review 4 (2010), the latter of which was cited by both the First Circuit in *In re Nexium Antitrust Litig*., 777 F.3d 9, 27 (1st Cir. 2015), and the Third Circuit in *Behrend v. Comcast Corp*., 655 F.3d 182, 200, n.10 (3d Cir. 2011), *rev'd on other grounds*, 133 S. Ct. 1426 (2013). He has also co-written a number of other pieces, including: *Of Vulnerable Monopolists?: Questionable Innovation in the Standard for Class Certification in Antitrust Cases*, 41 Rutgers Law Journal 355 (2009-2010); *A Questionable New Standard for Class Certification in Antitrust Cases*, published in the ABA's Antitrust Magazine, Vol. 26, No. 1 (Fall 2011); a Chapter of American Antitrust Institute's Private International Enforcement Handbook (2010), entitled "Who May Pursue a Private Claim?;" and a chapter of the American Bar Association's Pharmaceutical Industry Handbook (July 2009), entitled "Assessing Market Power in the Prescription Pharmaceutical Industry."

Mr. Cramer is a *summa cum laude* graduate of Princeton University (1989), where he earned membership in Phi Beta Kappa. He graduated *cum laude* from Harvard Law School with a J.D. in 1993.

Executive Shareholders

Sherrie R. Savett – Executive Shareholder, Chair *Emeritus*
Sherrie R. Savett, Chair *Emeritus* of the Firm, Co-Chair of the Securities Litigation Department and *Qui Tam*/False Claims Act Department, and member of the Firm's Management Committee, has practiced in the areas of securities litigation, class actions, and commercial litigation since 1975.

Ms. Savett serves or has served as lead or co-lead counsel or as a member of the executive committee in a large number of important securities and consumer class actions in federal and state courts across the country, including:

- ***In re Alcatel Alsthom Securities Litigation:*** The firm, as co-lead counsel, obtained a class settlement for investors of $75 million cash. (MDL Docket No. 1263 (PNB) (E.D. Tex.));
- ***In re CIGNA Corp. Securities Litigation:*** The firm, as co-lead counsel, obtained a settlement of $93 million for the benefit of the class. (Master File No. 2:02-cv-8088 (E.D. Pa.));
- ***In re Fleming Companies, Inc. Securities Litigation:*** The firm, as lead counsel, obtained a class settlement of $94 million for the benefit of the class. (No. 5-03-MD-1530 (TJW) (E.D. Tex.));
- ***In re KLA Tencor Securities Litigation*:** The firm, as a member of Plaintiffs' Counsel's Executive Committee, obtained a cash settlement of $65 million in an action on behalf of

investors against KLA-Tencor and certain of its officers and directors. (No. 06-cv-04065 (N.D. Cal.));

- ***Medaphis/Deloitte & Touche*** (class settlement of $96.5 million) (No. 1:96-CV-2088-FMH (N.D. GA));
- ***In re Rite Aid Corp. Securities Litigation:*** The firm, as co-lead counsel, obtained settlements totaling $334 million against Rite Aid's outside accounting firm and certain of the company's former officers. (No. 99-cv-1349) (E.D. Pa.));
- ***In re Sotheby's Holding, Inc. Securities Litigation:*** The firm, as lead counsel, obtained a $70 million settlement, of which $30 million was contributed, personally, by an individual defendant (No. 00-cv-1041 (DLC) (S.D.N.Y.));
- ***In re Waste Management, Inc. Securities Litigation:*** In 1999, the firm, as co-lead counsel, obtained a class settlement for investors of $220 million cash, which included a settlement against Waste Management's outside accountants. (No. 97-cv-7709 (N.D. Ill.)); and
- ***In re Xcel Inc. Securities, Derivative & "ERISA" Litigation***: The firm, as co-lead counsel in the securities actions, obtained a cash settlement of $80 million on behalf of investors against Xcel Energy and certain of its officers and directors. (No. 02-cv-2677 (DSD/FLN) (D. Minn.)).

Ms. Savett has helped establish several significant precedents. Among them is the holding (the first ever in a federal appellate court) that municipalities are subject to the anti-fraud provisions of SEC Rule 10b-5 under § 10(b) of the Securities Exchange Act of 1934, and that municipalities that issue bonds are not acting as an arm of the state and therefore are not entitled to immunity from suit in the federal courts under the Eleventh Amendment. *Sonnenfeld v. City and County of Denver*, 100 F.3d 744 (10th Cir. 1996).

In the *U.S. Bioscience* securities class action, a biotechnology case where critical discovery was needed from the federal Food and Drug Administration, the court ruled that the FDA may not automatically assert its administrative privilege to block a subpoena and may be subject to discovery depending on the facts of the case. *In re U.S. Bioscience Secur. Litig.*, 150 F.R.D. 80 (E.D. Pa. 1993).

In the *CIGNA Corp. Securities Litigation*, the Court denied defendants' motion for summary judgment, holding that a plaintiff has a right to recover for losses on shares held at the time of a corrective disclosure and his gains on a stock should not offset his losses in determining legally recoverable damages. *In re CIGNA Corp. Securities Litigation*, 459 F. Supp. 2d 338 (E.D. Pa. 2006).

Additionally, Ms. Savett has become increasingly well-known in the area of consumer litigation, achieving a groundbreaking $24 million settlement in 2008 in the *Menu Foods* case brought by pet owners against manufacturers of allegedly contaminated pet food. *(In re Pet Food Products Liability Litigation*, MDL Docket No. 1850 (D.N.J. 2007).

In the data breach area, she was co-lead counsel in *In re TJX Retail Securities Breach Litigation*, MDL Docket No. 1838 (D. Mass.), the first very large data breach case where hackers stole personal information from 45 million consumers. The settlement, which became the template for future data breach cases, consisted of providing identity theft insurance to those whose social security or driver's license numbers were stolen, a cash fund for actual damages and time spent mitigating the situation, and injunctive relief.

Ms. Savett also litigated a case on behalf of the City of Philadelphia titled *City of Philadelphia v. Wells Fargo & Co.*, No. 17-cv-02203 (E.D. Pa.), involving alleged violations of the Fair Housing Act. The case was resolved in 2019 with a settlement providing $10 million to go to citizens of Philadelphia for down payment assistance, to local agencies to assist homeowners in foreclosure, and for greening and cleaning foreclosed properties in Philadelphia which blight neighborhoods.

In the past decade, she has also actively worked in the False Claims Act arena. She was part of the team that litigated over more than a decade and settled the Average Wholesale Price *qui tam* cases, which collectively settled for more than $1 billion.

Ms. Savett speaks and writes frequently on securities litigation, consumer class actions and False Claims Act litigation. She is a lecturer and panelist at the University of Pennsylvania Law School on the subjects of Securities Law and the False Claims Act/*Qui Tam* practice from the whistleblower's perspective. She has also lectured at the Wharton School of the University of Pennsylvania and at the Stanford Law School on prosecuting shareholder class actions and on False Claims Act Litigation. She is frequently invited to present and serve as a panelist in American Bar Association, American Law Institute/American Bar Association and Practicing Law Institute (PLI) conferences on securities class action litigation and the use of class actions in consumer litigation. She has been a presenter and panelist at PLI's Securities Litigation and Enforcement Institute annually from 1995 to 2010. She has also spoken at major institutional investor and insurance industry conferences, and DRI – the Voice of the Defense Bar. In February 2009, she was a member of a six-person panel who presented an analysis of the current state of securities litigation before more than 1,000 underwriters and insurance executives at the PLUS (Professional Liability Underwriting Society) Conference in New York City. She has presented at the Cyber-Risk Conference in 2009, as well as the PLUS Conference in Chicago on November 16, 2009 on the subject of litigation involving security breaches and theft of personal information.

Most recently, in April 2019, she spoke as a panelist at PLI's Securities Litigation 2019: From Investigation to Trial program. Her panel was titled "Commencement of a Civil Action: Filing the Complaint, Preparing the Motion to Dismiss, Coordinating Multiple Securities Litigation Actions." Ms. Savett also co-authored an article for the program that was published in PLI's *Corporate Law and Practice Court Handbook Series*. The article is titled "After the Fall—A Plaintiff's Perspective."

In 2015 and 2016, she served as a panelist in American Law Institute programs held in New York City called "Securities and Shareholder Litigation: Cutting-Edge Developments, Planning and Strategy." Ms. Savett also spoke at the 2013 ABA Litigation Section Annual Conference in Chicago on two panels. One program on securities litigation was entitled "The Good, The Bad,

and The Ugly: Ethical Issues in Class Action Settlements and Opt Outs." The other program focused on consumer class actions in the real estate area and was entitled "The Foreclosure Crisis Puzzle: Navigating the Changing Landscape of Foreclosure."

In May 2007, Ms. Savett spoke in Rome, Italy at the conference presented by the Litigation Committee of the Dispute Resolution Section of the International Bar Association and the Section of International Law of the American Bar Association on class certification. Ms. Savett participated in a mock hearing before a United States Court on whether to certify a worldwide class action that includes large numbers of European class members.

Ms. Savett has written numerous articles on securities and complex litigation issues in professional publications, including:

- "After the Fall – A Plaintiff's Perspective," with Phyllis M. Parker, *PLI Corporate Law and Practice Course Handbook Series No. B-2475*, pg. 73-105, April 2019
- "Plaintiffs' Vision of Securities Litigation: Current Trends and Strategies," 1762 *PLL* October 2009
- "Primary Liability of 'Secondary' Actors Under the PSLRA," I *Securities Litigation Report*, (Glasser) November 2004
- "Securities Class Actions Since the 1995 Reform Act: A Plaintiffs Perspective," 1442 *PLI! Corp.13*, September – October 2004
- "Securities Class Actions Since the 1995 Reform Act: A Plaintiffs Perspective," SJ084 ALI-ABA 399, May 13-14, 2004
- "The 'Indispensable Tool' of Shareholder Suits," *Directors & Boards*, Vol. 28, February 18, 2004
- "Plaintiffs Perspective on How to Obtain Class Certification in Federal Court in a Non-Federal Question Case," 679 *PLI*, August 2002
- "Hurdles in Securities Class Actions: The Impact of Sarbanes-Oxley From a Plaintiffs Perspective," 9 *Securities Litigation and Regulation Reporter* (Andrews), December 23, 2003
- "Securities Class Actions Since the 1995 Reform Act: A Plaintiffs Perspective," SG091 ALI-ABA, May 2-3, 2002
- "Securities Class Actions Since the 1995 Reform Act: A Plaintiffs Perspective," SF86 ALI-ABA 1023, May 10, 2001
- "Greetings From the Plaintiffs' Class Action Bar: We'll be Watching," SE082 ALI-ABA739, May 11, 2000
- "Preventing Financial Fraud," B0-00E3 *PLJB0-00E3* April – May 1999
- "Shareholders Class Actions in the Post Reform Act Era," SD79 ALI-ABA 893, April 30, 1999
- "What to Plead and How to Plead the Defendant's State of Mind in a Federal Securities Class Action," with Arthur Stock, *PLI*, ALI/ABA 7239, November 1998
- "The Merits Matter Most: Observations on a Changing Landscape Under the Private Securities Litigation Reform Act of 1995," 39 *Arizona Law Review* 525, 1997

- "Everything David Needs to Know to Battle Goliath," ABA Tort & Insurance Practice Section, The Brief, Vol. 20, No.3, Spring 1991
- "The Derivative Action: An Important Shareholder Vehicle for Insuring Corporate Accountability in Jeopardy," *PLIH4-0528*, September 1, 1987
- "Prosecution of Derivative Actions: A Plaintiffs Perspective," *PLIH4-5003*, September 1, 1986

Ms. Savett is widely recognized as a leading litigator and a top female leader in the profession by local and national legal rating organizations.

In 2019, *The Legal Intelligencer* named Ms. Savett a "Distinguished Leader," and in 2018 she was named to the *Philadelphia Business Journal*'s 2018 Best of the Bar: Philadelphia's Top Lawyers.

The Legal Intelligencer and *Pennsylvania Law Weekly* named her one of the "56 Women Leaders in the Profession" in 2004.

In 2003-2005, 2007-2013, and 2015-2016, Berger Montague was named to the *National Law Journal's* "Hot List" of 12-20 law firms nationally "who specialize in plaintiffs' side litigation and have excelled in their achievements." The firm is on the *National Law Journal*'s "Hall of Fame," and Ms. Savett's achievements were mentioned in many of these awards.

Ms. Savett was named a "Pennsylvania Top 50 Female Super Lawyer" and/or a "Pennsylvania Super Lawyer" from 2004 through 2021 by Thomson Reuters after an extensive nomination and polling process among Pennsylvania lawyers.

In 2006 and 2007, she was named one of the "500 Leading Litigators" and "500 Leading Plaintiffs' Litigators" in the United States by *Lawdragon*. In 2008, Ms. Savett was named as one of the "500 Leading Lawyers in America." Also in 2008, she was named one of 25 "Women of the Year" in Pennsylvania by *The Legal Intelligencer* and *Pennsylvania Law Weekly,* which stated on May 19, 2008 in the *Women in the Profession* in *The Legal Intelligencer* that she "has been a prominent figure nationally in securities class actions for years, and some of her recent cases have only raised her stature." In June 2008, Ms. Savett was named by *Lawdragon* as one of the "100 Lawyers You Need to Know in Securities Litigation."

Unquestionably, it is because of Ms. Savett, who for decades has been in the top leadership of the firm, that the firm has a remarkably high proportion of women lawyers and shareholders.

Ms. Savett has aggressively sought to hire women, without regard to age or whether they are "right out of law school." Several of the women who have children are able to continue working at the firm because Ms. Savett has instituted a policy of flexible work time and fosters an atmosphere of cooperation, teamwork and mutual respect. As a result, the women attorneys stay on and have long and productive careers while still maintaining a balanced life. Ms. Savett has a personal understanding of the challenges and satisfactions that women experience in practicing law while

raising a family. Ms. Savett has three children and five grandchildren. One of her daughters and her daughter-in-law are lawyers.

Ms. Savett has taught those around her more than good lawyering. She places great emphasis in her own life on devotion to family, community service and involvement in charitable organizations. She teaches others by her example and her obvious interest in their efforts and achievements.

Ms. Savett is a well-known leader of the Philadelphia legal, business, cultural and Jewish community. She is an exemplary citizen who spends endless hours of her after-work time helping others in the community.

From 2011 – 2014, Ms. Savett served as President and Board Chair of the Jewish Federation of Greater Philadelphia (JFGP), a community of over 215,000 Jewish people. She is only the third woman to serve as the President, the top lay leader of the Federation, in the 117 years of its existence.

Ms. Savett also serves on the Board of the National Liberty Museum, The National Museum of American Jewish History, and the local and national boards of American Associates of Ben Gurion University of the Negev. She had previously served as Chairperson of the Southeastern Pennsylvania State of Israel Bonds Campaign and has served as a member of the National Cabinet of State of Israel Bonds. In 2005, Ms. Savett received The Spirit of Jerusalem Medallion, the State of Israel Bonds' highest honor.

Ms. Savett has used her positions of leadership in the community to identify and help promote women as volunteer leaders. Ms. Savett has selected a few worthy causes to which she tirelessly dedicates herself. According to leaders of The Jewish Federation of Greater Philadelphia, Ms. Savett is viewed by many women in the philanthropic world as a role model.

Ms. Savett earned her J.D. from the University of Pennsylvania Law School and a B.A. *summa cum laude* from the University of Pennsylvania. She is a member of Phi Beta Kappa.

Ms. Savett has three married children, four grandsons, and two granddaughters. She enjoys tennis, biking, physical training, travel, and collecting art, especially glass and sculpture.

Daniel Berger – Executive Shareholder

Daniel Berger graduated with honors from Princeton University and Columbia Law School, where he was a Harlan Fiske Stone academic scholar. He is a senior member and Executive Shareholder. Over the last two decades, he has been involved in complicated commercial litigation including class action securities, antitrust, consumer protection and bankruptcy cases. In addition, he has prosecuted important environmental, mass tort and civil rights cases during this period. He has led the Firm's practice involving improprieties in the marketing of prescription drugs and the abuse of marketing exclusivities in the pharmaceutical industry, including handling

landmark cases involving the suppression of generic competition in the pharmaceutical industry. For this work, he has been recognized by the *Law360* publication as a "titan" of the plaintiffs' Bar ("Titan of the Plaintiffs Bar: Daniel Berger" *Law360*, September 23, 2014).

In the civil rights area, he has been counsel in informed consent cases involving biomedical research and human experimentation by federal and state governmental entities. He also leads the firm's representation of states and other public bodies and agencies.

Mr. Berger has frequently represented public institutional investors in securities litigation, including representing the state pension funds of Pennsylvania, Ohio and New Jersey in both individual and class action litigation. He also represents Pennsylvania and New Jersey on important environmental litigation involving contamination of groundwater by gasoline manufacturers and marketers.

Mr. Berger has a background in the study of economics, having done graduate level work in applied microeconomics and macroeconomic theory, the business cycle, and economic history. He has published law review articles in the *Yale Law Journal*, the *Duke University Journal of Law and Contemporary Problems*, the *University of San Francisco Law Review* and the *New York Law School Law Review*. Mr. Berger is also an author and journalist who has been published in *The Nation* magazine, reviewed books for *The Philadelphia Inquirer* and authored a number of political blogs, including in *The Huffington Post* and the Roosevelt Institute's *New Deal 2.0*. He has also appeared on MSNBC as a political commentator.

Mr. Berger has been active in city government in Philadelphia and was a member of the Mayor's Cultural Advisory Council, advising the Mayor of Philadelphia on arts policy, and the Philadelphia Cultural Fund, which was responsible for all City grants to arts organizations. Mr. Berger was also a member of the Pennsylvania Humanities Council, one of the State organizations through which the NEA makes grants. Mr. Berger also serves on the board of the Wilma Theater, Philadelphia's pre-eminent theater for new plays and playwrights.

Shanon J. Carson – Executive Shareholder

Shanon J. Carson is an Executive Shareholder of the firm. He Co-Chairs the Employment & Unpaid Wages, Consumer Protection, Defective Products, and Defective Drugs and Medical Devices Departments and is a member of the Firm's Commercial Litigation, Employee Benefits & ERISA, Environment & Public Health, Insurance Fraud, Predatory Lending and Borrowers' Rights, and Technology, Privacy & Data Breach Departments.

Mr. Carson has achieved the highest peer-review rating, "AV," in Martindale-Hubbell, and has received honors and awards from numerous publications. In 2009, Mr. Carson was selected as one of 30 "Lawyers on the Fast Track" in Pennsylvania under the age of 40. In both 2015 and 2016, Mr. Carson was selected as one of the top 100 lawyers in Pennsylvania, as reported by Thomson Reuters. In 2018, Mr. Carson was named to the *Philadelphia Business Journal*'s "2018 Best of the Bar: Philadelphia's Top Lawyers."

Mr. Carson is often retained to represent plaintiffs in employment cases, wage and hour cases for minimum wage violations and unpaid overtime, ERISA cases, consumer cases, insurance cases, construction cases, automobile defect cases, defective drug and medical device cases, product liability cases, breach of contract cases, invasion of privacy cases, false advertising cases, excessive fee cases, and cases involving the violation of state and federal statutes. Mr. Carson represents plaintiffs in all types of litigation including class actions, collective actions, multiple plaintiff litigations, and single plaintiff litigation. Mr. Carson is regularly appointed by federal courts to serve as lead counsel and on executive committees in class actions and mass torts.

Mr. Carson is frequently asked to speak at continuing legal education seminars and other engagements and is active in nonprofit and professional organizations. Mr. Carson currently serves on the Board of Directors of the Philadelphia Trial Lawyers Association (PTLA) and as a Co-Chair of the PTLA Class Action/Mass Tort Committee. Mr. Carson is also a member of the American Association for Justice, the American Bar Foundation, Litigation Counsel of America, the National Trial Lawyers - Top 100, and the Pennsylvania Association for Justice.

While attending the Dickinson School of Law of the Pennsylvania State University, Mr. Carson was senior editor of the Dickinson Law Review and clerked for a U.S. District Court Judge. Mr. Carson currently serves on the Board of Trustees of the Dickinson School of Law of the Pennsylvania State University.

Michael Dell'Angelo – Executive Shareholder

Michael Dell'Angelo is an Executive Shareholder in the Antitrust, Commercial Litigation, Commodities & Financial Instruments practice groups, and Co- Chair of the Securities department. He serves as co-lead counsel in a variety of complex antitrust cases, including Le, et al. v. Zuffa, LLC, No. 15-1045 (D. Nev.) (alleging the Ultimate Fighting Championship ("UFC") obtained illegal monopoly power of the market for Mixed Martial Arts promotions and suppressed the compensation of MMA fighters).

Mr. Dell'Angelo is responsible for winning numerous significant settlements for his clients and class members. Mr. Dell'Angelo helped to reach settlements totaling more than $190 million in the multidistrict litigation In re Domestic Drywall Antitrust Litig., No. 13-md-2437 (E.D. Pa.). There, in granting final approval to the last settlement, the court observed about Mr. Dell'Angelo and his colleagues that "Plaintiffs' counsel are experienced antitrust lawyers who have been working in this field of law for many years and have brought with them a sophisticated and highly professional approach to gathering persuasive evidence on the topic of price-fixing." In re Domestic Drywall Antitrust Litig., No. 13-md-2437, 2018 WL 3439454, at *18 (E.D. Pa. July 17, 2018). "[I]t bears repeating," the court emphasized, "that the result attained is directly attributable to having highly skilled and experienced lawyers represent the class in these cases." Id.

Mr. Dell'Angelo also serves or has recently served as co-lead counsel or class counsel in numerous cases alleging price-fixing or other wrongdoing affecting a variety of financial

instruments, including In re Commodity Exchange, Inc., Gold Futures and Options Trading Litig., 1:14-MD-2548-VEC (S.D.N.Y) ($152 million settlements); In re Platinum and Palladium Antitrust Litig., No. 14-cv-09391-GHW (S.D.N.Y.); Contant, et al. v. Bank of America Corp., et al., 1:17-cv-03139-LGS (S.D.N.Y.) ($23.6 million in settlements); In re Libor-Based Financial Instruments Antitrust Litig., No. 11-md-2262 (S.D.N.Y.) ($187 million in settlements pending final approval); Alaska Elec. Pension Fund, et al. v. Bank of Am. Corp., et al., No. 14 Civ. 7126-JMF (S.D.N.Y.) ($504.5 million in settlements); In re Crude Oil Commodity Futures Litig., No. 11-cv-3600 (S.D.N.Y.); and In re London Silver Fixing, Ltd. Antitrust Litig., No. 14-md-2573 (S.D.N.Y.) ($38 million partial settlement).

Mr. Dell'Angelo also serves as lead counsel in numerous individual antitrust cases on behalf of purchasers of rail freight services from the four major rail carriers in the United States.

The National Law Journal featured Mr. Dell'Angelo in its profile of Berger Montague for a special annual report entitled "Plaintiffs' Hot List." The National Law Journal's Hot List identifies the top plaintiff practices in the country. The Hot List profile focused on Mr. Dell'Angelo's role in the MF Global litigation (In re MF Global Holding Ltd. Inv. Litig., No. 12-MD-2338-VM (S.D.N.Y.)). In MF Global, Mr. Dell'Angelo represented former commodity account holders seeking to recover approximately $1.6 billion of secured customer funds after the highly publicized collapse of MF Global, a major commodities brokerage. At the outset of this high-risk litigation, the odds appeared grim: MF Global had declared bankruptcy, leaving the corporate officers, a bank, and a commodity exchange as the only prospect for the recovery of class's misappropriated funds. Nonetheless, four years later, a result few would have believed possible was achieved. Through a series of settlements, the former commodity account holders recovered more than 100 percent of their missing funds, totaling over $1.6 billion.

Mr. Dell'Angelo has been recognized consistently as a Pennsylvania Super Lawyer, a distinction conferred upon him annually since 2007. He is regularly invited to speak at Continuing Legal Education (CLE) and other seminars and conferences, both locally and abroad. In response to his recent CLE, "How to Deal with the Rambo Litigator," Mr. Dell'Angelo was singled out as "One of the best CLE speakers [attendees] have had the pleasure to see."

E. Michelle Drake – Executive Shareholder

E. Michelle Drake is an Executive Shareholder in the Firm's Minneapolis office. With career settlements and verdicts valued at more than $150 million, Michelle has had great success in a wide variety of cases.

Michelle focuses her practice primarily on consumer protection, improper credit reporting, and financial services class actions. Michelle is empathetic towards her clients and unyielding in her desire to win. Possessing a rare combination of an elite academic pedigree and real-world trial skills, Michelle has successfully gone toe-to-toe with some of the world's most powerful companies.

Michelle helped achieve one of the largest class action settlements in a case involving improper mortgage servicing practices associated with force-placed insurance, resulting in a settlement valued at $110 million for a nationwide class of borrowers who were improperly force-placed with overpriced insurance. Michelle also served as liaison counsel and part of the Plaintiffs' Steering Committee on behalf of consumers harmed in the Target data breach, a case she helped successfully resolve on behalf of over ninety million consumers whose data was affected by the breach. In 2015, Michelle resolved a federal class action on behalf of a group of adult entertainers in New York for $15 million. Most recently, Michelle has been successful in litigating numerous cases protecting consumers' federal privacy rights under the Fair Credit Reporting Act, securing settlements valued at over $10 million on behalf of tens of thousands of consumers harmed by improper background checks and inaccurate credit reports in the last two years alone.

Michelle was admitted to the bar in 2001 and has since served as lead class counsel in over fifty class and collective actions alleging violations of the Fair Credit Reporting Act, the Fair Debt Collection Practices Act, the Fair Labor Standards Act, various states' unfair and deceptive trade practices acts, breach of contract and numerous other pro-consumer and pro-employee causes of action.

Michelle serves on the Board of the National Association of Consumer Advocates, is a member of the Partner's Council of the National Consumer Law Center, and is an At-Large Council Member for the Consumer Litigation Section for the Minnesota State Bar Association. She was named as a Super Lawyer in 2013-2018 and was named as a Rising Star prior to that. Michelle was also appointed to the Federal Practice Committee in 2010 by the United States District Court for the District of Minnesota. She has been quoted in the New York Times and the National Law Journal, and her cases were named as "Lawsuits of the Year" by Minnesota Law & Politics in both 2008 and 2009.

Michelle began her practice of law by defending high stakes criminal cases as a public defender in Atlanta. Michelle has never lost her desire to litigate on the side of the "little guy."

David F. Sorensen – Executive Shareholder

David Sorensen is an Executive Shareholder and Co-Chair of the Firm’s antitrust department. He graduated from Duke University (A.B. 1983) and Yale Law School (J.D. 1989), and clerked for the Hon. Norma L. Shapiro (E.D. Pa.). He concentrates his practice on antitrust and environmental class actions.

Mr. Sorensen co-tried *Cook v. Rockwell Int'l Corp.*, No. 90-181 (D. Colo.) and received, along with the entire trial team, the "Trial Lawyer of the Year" award in 2009 from the Public Justice Foundation for their work on the case, which resulted in a jury verdict of $554 million in February 2006, after a four-month trial, on behalf of thousands of property owners near the former Rocky Flats nuclear weapons plant located outside Denver, Colorado. The jury verdict was then the largest in Colorado history, and was the first time a jury has awarded damages to property owners living near one of the nation's nuclear weapons sites. In 2008, after extensive post-trial motions,

the District Court entered a $926 million judgment for the plaintiffs. The jury verdict in the case was vacated on appeal in 2010. In 2015, on a second trip to the Tenth Circuit Court of Appeals, Plaintiffs secured a victory with the case being sent back to the district court. In 2016, the parties reached a $375 million settlement, which received final approval in 2017.

Mr. Sorensen played a major role in the Firm's representation of the State of Connecticut in *State of Connecticut v. Philip Morris, Inc., et al.*, in which Connecticut recovered approximately $3.6 billion (excluding interest) from certain manufacturers of tobacco products. And he served as co-lead class counsel in *Johnson v. AzHHA, et al.*, No. 07-1292 (D. Ariz.), representing a class of temporary nursing personnel who had been underpaid because of an alleged conspiracy among Arizona hospitals. The case settled for $24 million.

Mr. Sorensen also has played a leading role in numerous antitrust cases representing direct purchasers of prescription drugs. Many of these cases have alleged that pharmaceutical manufacturers have wrongfully kept less expensive generic drugs off the market, in violation of the antitrust laws. Many of these cases have resulted in substantial cash settlements, including *In re: Namenda Direct Purchaser Antitrust Litigation*, (S.D.N.Y.) ($750 million settlement – largest single-defendant settlement ever for a case alleging delayed generic competition); King *Drug Co. v. Cephalon, Inc.*, (E.D. Pa.) ($512 million partial settlement); *In re: Aggrenox Antitrust Litigation* ($146 million settlement); *In re Loestrin 24 Fe Antitrust Litigation* ($120 million); *In re: K-Dur Antitrust Litigation* ($60.2 million); *In re: Prandin Direct Purchaser Antitrust Litigation* ($19 million); *In re: Doryx Antitrust Litigation* ($15 million); *In re: Skelaxin Antitrust Litigation* ($73 million); *In re: Wellbutrin XL Antitrust Litigation* ($37.50 million); *In re: Oxycontin Antitrust Litigation* ($16 million); *In re: DDAVP Direct Purchaser Antitrust Litigation* ($20.25 million settlement following precedent-setting victory in the Second Circuit, which Mr. Sorensen argued, see 585 F.3d 677 (2d Cir. 2009)); *In re: Nifedipine Antitrust Litigation* ($35 million); *In re: Terazosin Hydrochloride Antitrust Litigation*, MDL 1317 (S.D. Fla.) ($74.5 million); and *In re: Remeron Antitrust Litigation* ($75 million). Mr. Sorensen is serving as co-lead counsel or on the executive committee of numerous similar, pending cases.

In 2017, the American Antitrust Institute presented its Antitrust Enforcement Award to Mr. Sorensen and others for their work on the *K-Dur* case. In 2019, Mr. Sorensen and others were recognized again by the AAI for their work on the *King Drug* case, being awarded the Outstanding Antitrust Litigation Achievement in Private Law Practice. Mr. Sorensen and his team received the same award in 2020 for their work on the *Namenda* case. Also in 2020, *Law360* named Mr. Sorensen a Competition MVP of the Year.

Shareholders

John G. Albanese – Shareholder

John Albanese is a Shareholder in the Minneapolis office. Mr. Albanese concentrates his practice on consumer protection with a focus on Fair Credit Reporting Act violations related to criminal background checks. Mr. Albanese has also prosecuted class actions related to illegal online lending, unfair debt collection, privacy breaches, and other consumer law issues. Mr. Albanese is

regularly invited to speak on consumer law and litigation issues. Mr. Albanese has obtained favorable decisions for consumers in state and federal courts all over the country. He also frequently represents consumer advocacy groups as *amici curiae* at the appellate level.

Mr. Albanese is a graduate of Columbia Law School and Georgetown University. At Columbia, he was a managing editor of the Columbia Law Review and was elected to speak at graduation by his classmates. Mr. Albanese clerked for Magistrate Judge Geraldine Brown in the Northern District of Illinois.

Joy P. Clairmont – Shareholder
Joy Clairmont is a Shareholder in the Whistleblower, *Qui Tam* & False Claims Act Group, which has recovered more than $3 billion for federal and state governments, as well as over $500 million for the firm's whistleblower clients. Ms. Clairmont also has experience practicing in the area of securities fraud litigation.

Ms. Clairmont has been investigating and litigating whistleblower cases for over fifteen years and has successfully represented whistleblower clients in federal and state courts throughout the United States. On behalf of her whistleblower clients, Ms. Clairmont has pursued fraud cases involving a diverse array of companies: behavioral health facilities, a national retail pharmacy chain, a research institution, pharmaceutical manufacturers, skilled nursing facilities, a national dental chain, mortgage lenders, hospitals and medical device manufacturers.

Most notably, Ms. Clairmont has participated in several significant and groundbreaking cases involving fraudulent drug pricing:

> ***United States ex rel. Streck v. AstraZeneca, LP, et al.*, C.A. No. 08-5135 (E.D. Pa.):** a Medicaid rebate fraud case which settled in 2015 for a total of $55.5 million against three pharmaceutical manufacturers, AstraZeneca, Cephalon, and Biogen. The case alleged that the defendants did not properly account for millions of dollars of payments to wholesalers for drug distribution and other services. As a result, the defendants underpaid the government in rebates owed under the Medicaid Drug Rebate Program.
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> ***United States ex rel. Kieff and LaCorte v. Wyeth and Pfizer, Inc.*, Nos. 03-12366 and 06-11724-DPW (D. Mass.):** a Medicaid rebate fraud case involving Wyeth's acid-reflux drug, Protonix, which settled for $784.6 million in April 2016.
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> ***"AWP"* Cases:** a series of cases in federal and state courts against many of the largest pharmaceutical manufacturers, including Bristol-Myers Squibb, Boehringer Ingelheim, and GlaxoSmithKline, for defrauding the government through false and inflated price reports for their drugs, which resulted in more than $2 billion in recoveries for the government.

Earlier in her career, Ms. Clairmont gained experience litigating securities fraud class actions including, most notably, *In Re Sunbeam Securities Litigation*, a class action which led to the recovery of over $142 million for the class of plaintiffs in 2002.

Ms. Clairmont graduated in 1995 with a B.A. *cum laude* from George Washington University and in 1998 with a J.D. from George Washington University Law School.

Caitlin G. Coslett – Shareholder
Caitlin G. Coslett is a Shareholder and Co-Chair of the Firm's Antitrust Department. She also serves on the Firm's Diversity, Equity, and Inclusion Task Force and as the Work Assignment Coordinator. Ms. Coslett concentrates her practice on complex litigation, including antitrust and mass tort litigation.

Ms. Coslett represents classes of direct purchasers of pharmaceutical drugs who allege that drug manufacturers have violated federal antitrust law by wrongfully keeping less-expensive generic drugs off the market and/or by wrongfully impeding generic competition. Her work on generic suppression cases has contributed to significant settlements totaling hundreds of millions of dollars, including in the cases of In re Solodyn (Minocycline Hydrochloride) Antitrust Litigation (for which Ms. Coslett served as Co-Lead Counsel), In re Lidoderm Antitrust Litigation, and In re Skelaxin (Metaxalone) Antitrust Litigation. Ms. Coslett is currently litigating several similar antitrust pharmaceutical cases, such as In re Effexor XR Antitrust Litigation, In re Bystolic Antitrust Litigation, In re Intuniv Antitrust Litigation, In re Lamictal Antitrust Litigation, In re Novartis and Par Antitrust Litigation, In re Opana ER Antitrust Litigation, and In re Suboxone (Buprenorphine Hydrochloride and Naloxone) Antitrust Litigation. She was honored for "Outstanding Antitrust Litigation Achievement by a Young Lawyer" for her work in In re Lidoderm Antitrust Litigation.

Ms. Coslett's experience litigating antitrust class actions also includes In re CRT Antitrust Litigation, In re Domestic Drywall Antitrust Litigation, In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation, In re Steel Antitrust Litigation, and In re Urethane [Polyether Polyols] Antitrust Litigation.

Ms. Coslett also played a significant role in the post-trial litigation in Cook v. Rockwell International Corporation, a mass tort class action brought on behalf of thousands of property owners near the Rocky Flats nuclear plant in Colorado. The case settled for $375 million following a successful appeal to the Tenth Circuit and, in ruling for the plaintiffs on appeal, then-Judge Neil Gorsuch (who is now a Supreme Court Justice) praised Class Counsel's successful "judicial jiu jitsu" in litigating the case through the second appeal.

Ms. Coslett was named a "Next Generation Lawyer" by The Legal 500 United States 2019 in the Civil Litigation/Class Actions: Plaintiff category and was selected as a Rising Star by Super Lawyers every year from 2014 – 2021. She has served as pro bono counsel for clients referred by the AIDS Law Project of Pennsylvania and Philly VIP and is a member of the National LGBT Bar Association.

A Philadelphia native, Ms. Coslett graduated magna cum laude from Haverford College with a B.S. in mathematics and economics and graduated cum laude from New York University School of Law. At NYU Law, Ms. Coslett was a Lederman/Milbank Fellow in Law and Economics and an articles selection editor for the NYU Review of Law and Social Change. Prior to law school, she

was an economics research assistant at the Federal Reserve Board in Washington, D.C. Ms. Coslett was formerly one of the top 75 rated female chess players in the U.S.

Andrew C. Curley – Shareholder
Andrew C. Curley is a Shareholder in the Antitrust practice group. He concentrates his practice in the area of complex antitrust litigation.

Mr. Curley served as Co-Lead Class Counsel on behalf of a class of independent truck stops and other retail merchants in *Marchbanks Truck Service, Inc. v. Comdata Network, Inc.*, Case No. 07-1078 (E.D. Pa.). The *Marchbanks* litigation settled in January 2014 for $130 million and significant prospective relief in the form of, among other things, meaningful and enforceable commitments by the largest over-the-road trucker fleet card issuer in the United States to modify or not to enforce those portions of its merchant services agreements that plaintiffs challenged as anticompetitive, and that an expert economist has determined to be worth an additional $260 million to $491 million (bringing the total value of the settlement to between $390 and $621 million).

Mr. Curley is also involved in a number of antitrust cases representing direct purchasers of prescription drugs. These cases have alleged that pharmaceutical manufacturers have wrongfully kept less expensive generic drugs off the market, in violation of the antitrust laws. Those cases include: *In re Solodyn Antitrust Litig.*, 14 MD 2503 (D. Mass.) ($76 million settlements); and *In re Aggrenox Antitrust Litig.*, No. 3:14-md-02516 (D. Conn.) ($146 million settlement); *In re Skelaxin (Metaxalone) Antitrust Litig.*, No. 12-MD-2343 (E.D. Tenn.) ($73 million settlement); *In re Wellbutrin XL Antitrust Litig.*, No. 08-2431 (E.D. Pa.) ($37.5 million settlement with one of two defendants); *In re Opana ER Antitrust Litig.*, No. 14-cv-10150 (N.D. Ill.) and *In re Niaspan Antitrust Litig.*, No. 12-MD-2460 (E.D. Pa.).

Prior to joining the firm, Mr. Curley practiced in the litigation department of a large Philadelphia law firm where he represented clients in a variety of industries in complex commercial litigation in both state and federal court.

Josh P. Davis – Shareholder
Josh supervises the Firm's San Francisco Bay Area Office. He focuses his practice on antitrust, appeals, class certification, and class action and complex litigation ethics. He is one of the leading scholars in the nation on antitrust procedure, class certification, and ethics in class actions and complex litigation.

Josh is currently a Research Professor at the University of California, Hastings College of the Law, where he is associated with the Center for Litigation and Courts, and the Director of the Center for Law and Ethics at the University of San Francisco School of Law. He has also taught at the Willamette University College of Law and the Georgetown University Law Center. He has testified before Congress on matters related to civil procedure and presented on matters related to private antitrust enforcement before the U.S. Department of Justice and the Federal Trade Commission.

Josh received a CLAY California Attorney of the Year Award in Antitrust in 2016. His law review article, "Defying Conventional Wisdom: The Case for Private Antitrust Enforcement," 48 Ga. L. Rev. 1 (2013), won the 2014 award for best academic article from George Washington University School of Law and Institute on Competition Law. His scholarship has been cited by multiple federal appellate and trial courts. He has published dozens of articles and book chapters on antitrust, civil procedure, class certification, legal ethics, and legal philosophy, among other topics. He regularly presents throughout the country and the world at scholarly and professional conferences and symposia on aggregate litigation, civil procedure, and ethics. Recently, he has written various articles and book chapters on artificial intelligence (AI) and the law and is completing his first book, "Unnatural Law: AI, Consciousness, Ethics, and Legal Theory" (forthcoming in Cambridge University Press 2022/23).

Josh graduated from N.Y.U. School of Law in 1993, where he won the Frank H. Sommer Memorial Award for top general scholarship and achievement in his class, served as the Articles Editor for the N.Y.U. Law Review, and was admitted to the Order of the Coif. After law school, he was a law clerk for Patrick E. Higginbotham of the U.S. Court of Appeals for the Fifth Circuit. He was a partner at Lieff, Cabraser, Heimann & Bernstein, LLP, until 2000, when he entered full-time legal academia until joining the Firm in 2022.

Lawrence Deutsch – Shareholder

Mr. Deutsch has been involved in numerous major shareholder class action cases. He served as lead counsel in the Delaware Chancery Court on behalf of shareholders in a corporate governance litigation concerning the rights and valuation of their shareholdings. Defendants in the case were the Philadelphia Stock Exchange, the Exchange's Board of Trustees, and six major Wall Street investment firms. The case settled for $99 million and also included significant corporate governance provisions. Chancellor Chandler, when approving the settlement allocation and fee awards on July 2, 2008, complimented counsel's effort and results, stating, "Counsel, again, I want to thank you for your extraordinary efforts in obtaining this result for the class." The Chancellor had previously described the intensity of the litigation when he had approved the settlement, "All I can tell you, from someone who has only been doing this for roughly 22 years, is that I have yet to see a more fiercely and intensely litigated case than this case. Never in 22 years have I seen counsel going at it, hammer and tong like they have gone at it in this case."

Mr. Deutsch was one of principal trial counsel for plaintiffs in *Fred Potok v. Floorgraphics, Inc., et al.* (Phila Co. CCP 080200944 and Phila Co. CCP 090303768) resulting in an $8 million judgment against the directors and officers of the company for breach of fiduciary duty.

Over his 25 years working in securities litigation, Mr. Deutsch has been a lead attorney on many substantial matters. Mr. Deutsch served as one of lead counsel in the *In Re Sunbeam Securities Litigation* class action concerning "Chainsaw" Al Dunlap (recovery of over $142 million for the class in 2002). As counsel on behalf of the City of Philadelphia he served on the Executive Committee for the securities litigation regarding *Frank A. Dusek, et al. v. Mattel Inc., et al.* (recovery of $122 million for the class in 2006).

Mr. Deutsch served as lead counsel for a class of investors in Scudder/Deutsche Bank mutual funds in the nationwide *Mutual Funds Market Timing* cases. Mr. Deutsch served on the Plaintiffs' Omnibus Steering Committee for the consortium of all cases. These cases recovered over $300 million in 2010 for mutual fund purchasers and holders against various participants in widespread schemes to "market time" and late trade mutual funds, including $14 million recovered for Scudder/Deutsche Bank mutual fund shareholders.

Mr. Deutsch has been court-appointed Lead or a primary attorney in numerous complex litigation cases: *NECA-IBEW Pension Trust Fund, et al. v. Precision Castparts Corp., et al.* (Civil Case No. 3:16-cv-01756-YY); *Fox et al. v. Prime Group Realty Trust, et al.* United States District Court Northern District of Illinois (Civil Case No. 1:12-cv-09350) ($8.25 million settlement pending); served as court-appointed lead counsel in *In Re Inergy LP Unitholder Litigation* (Del. Ch. No. 5816-VCP) ($8 million settlement).

Mr. Deutsch served on a team of lead counsel in *In Re: CertainTeed Fiber Cement Siding Litigation*, E.D.Pa. MDL NO. 11-2270 ($103.9 million settlement); *Tim George v. Uponor, Inc., et al.*, United States District Court, District of Minnesota, Case No. 12-CV-249 (ADM/JJK) ($21 million settlement); *Batista, et al. v. Nissan North America, Inc.*, United States District Court, Southern District of Florida, Miami Division, Case No 1;14-cv-24728 (settlement valued at $65,335,970.00).

In addition to his litigation work, Mr. Deutsch has been a member of the firm's Executive Committee and also manages the firm's paralegals. He has also regularly represented indigent parties through the Bar Association's VIP Program, including the Bar's highly acclaimed representation of homeowners facing mortgage foreclosure.

Prior to joining the firm, Mr. Deutsch served in the Peace Corps from 1973-1976, serving in Costa Rica, the Dominican Republic, and Belize. He then worked for ten years at the United States General Services Administration.

Mr. Deutsch is a graduate of Boston University (B.A. 1973), George Washington University's School of Government and Business Administration (M.S.A. 1979), and Temple University's School of Law (J.D. 1985). He became a member of the Pennsylvania Bar in 1986 and the New Jersey Bar in 1987. He has also been admitted to practice in Eastern District of Pennsylvania, the First Circuit Court of Appeals, the Second Circuit Court of Appeals, the Third Circuit Court of Appeals, the Fourth Circuit Court of Appeals, Eleventh Circuit Court of Appeals and the U.S. Court of Federal Claims as well as various jurisdictions across the country for specific cases.

William H. Ellerbe – Shareholder

William H. Ellerbe is a Shareholder in the Philadelphia office and practices in the firm's Whistleblower, *Qui Tam* & False Claims Act group, which has collectively recovered more than $3 billion for federal and state governments, as well as over $500 million for the firm's whistleblower clients. Mr. Ellerbe represents whistleblowers in litigation across the country and

also actively assists in investigating and evaluating potential whistleblower claims before a lawsuit is filed.

Mr. Ellerbe received an A.B. in English from Princeton University. He graduated *magna cum laude* from the University of Michigan Law School and also received a certificate in Science, Technology, and Public Policy from the Ford School of Public Policy. During law school, Mr. Ellerbe was an Associate Editor of the *Michigan Telecommunications and Technology Law Review* and an active member of both the Environmental Law Society and the Native American Law Students Association.

Prior to joining the firm, Mr. Ellerbe clerked for the Honorable Anne E. Thompson of the United States District Court for the District of New Jersey. He also worked as a white collar and commercial litigation associate at two large corporate defense firms.

Mr. Ellerbe is admitted to practice in the state courts of Pennsylvania, New Jersey, and New York, as well as the Third and Fourth Circuit Courts of Appeals and the United State District Courts for the Eastern District of Pennsylvania, the Middle District of Pennsylvania, the District of New Jersey, the Southern District of New York, and the Eastern District of New York.

Candice J. Enders – Shareholder
Candice J. Enders is a Shareholder in the Antitrust practice group. She concentrates her practice in complex antitrust litigation.

Ms. Enders has significant experience investigating and developing antitrust cases, navigating complex legal and factual issues, negotiating discovery, designing large-scale document reviews, synthesizing and distilling conspiracy evidence, and working with economic experts to develop models of antitrust impact and damages. Her work on antitrust conspiracy cases has contributed to significant settlements totaling hundreds of millions of dollars, including in *In re Domestic Drywall Antitrust Litigation*, No. 13-2437 (E.D. Pa.) ($190 million in total settlements); *In re Commodity Exchange, Inc. Gold Futures & Options Trading Litigation*, No. 14-2548 (S.D.N.Y.) ($60 million settlement with Deutsche Bank preliminarily approved; preliminary approval of $42 million settlement with Defendant HSBC pending; litigation continuing against remaining defendants); *In re Microcrystalline Cellulose Antitrust Litigation, No. 01-111* (E.D. Pa.) ($50 million settlement achieved shortly before trial).

In addition to her case work, Ms. Enders contributes to the administration of the firm by serving as the firm's Attorney Recruitment Coordinator, Paralegal Coordinator, and a member of the Diversity, Equity & Inclusion Task Force.

Michael T. Fantini – Shareholder
Michael T. Fantini is a Shareholder in the Consumer Protection and Commercial Litigation practice groups. Mr. Fantini concentrates his practice on consumer class action litigation.

Mr. Fantini has considerable experience in notable consumer cases such as: *In re TJX Companies Retail Security Breach Litigation*, Master Docket No. 07-10162 (D. Mass) (class action brought on behalf of persons whose personal and financial data were compromised in the largest computer theft of personal data in history - settled for various benefits valued at over $200 million); *In re Educational Testing Service Praxis Principles of Learning and Teaching: Grade 7-12 Litigation*, MDL No. 1643 (E.D. La. 2006) (settlement of $11.1 million on behalf of persons who were incorrectly scored on a teachers' licensing exam); *Block v. McDonald's Corporation*, No: 01CH9137 (Cir. Ct. Of Cook County, Ill.) (settlement of $12.5 million where McDonald's failed to disclose beef fat in french fries); *Fitz, Inc. v. Ralph Wilson Plastics Co.*, No. 1-94-CV-06017 (D. N.J.) (claims-made settlement whereby fabricators fully recovered their losses resulting from defective contact adhesives); *Parker v. American Isuzu Motors, Inc.*; No: 3476 (CCP, Philadelphia County) (claims-made settlement whereby class members recovered $500 each for their economic damages caused by faulty brakes); *Crawford v. Philadelphia Hotel Operating Co.*, No: 04030070 (CCP Phila. Cty. 2005) (claims-made settlement whereby persons with food poisoning recovered $1,500 each); *Melfi v. The Coca-Cola Company* (settlement reached in case involving alleged misleading advertising of Enviga drink); *Vaughn v. L.A. Fitness International LLC*, No. 10-cv-2326 (E.D. Pa.) (claims made settlement in class action relating to failure to cancel gym memberships and improper billing); *In re Chickie's & Pete's Wage and Hour Litigation*, Master File No. 12-cv-6820 (E.D. Pa.) (settled class action relating to failure to pay proper wage and overtime under FLSA).

Notable security fraud cases in which Mr. Fantini was principally involved include: *In re PSINet Securities Litigation*, No: 00-1850-A (E.D. Va.) (settlement in excess of $17 million); *Ahearn v. Credit Suisse First Boston, LLC*, No: 03-10956 (D. Mass.) (settlement of $8 million); and *In re Nesco Securities Litigation*, 4:0l-CV-0827 (N.D. Okla.).

Mr. Fantini has represented the City of Chicago in an action against certain online travel companies, such as Expedia, Hotels.com, and others, for their alleged failure to pay hotel taxes. He also represented the City of Philadelphia in a similar matter.

Prior to joining the firm, Mr. Fantini was a litigation associate with Dechert LLP. At George Washington University Law School, he was a member of the Moot Court Board. From 2017 - 2021, Mr. Fantini was named a Pennsylvania Super Lawyer by Thomson Reuters.

Michael J. Kane – Shareholder

Michael J. Kane, a Shareholder of the firm, is a graduate of Rutgers University and Ohio Northern University School of Law, with distinction, where he was a member of the Law Review. Mr. Kane is admitted to practice in Pennsylvania and various federal courts.

Mr. Kane joined the antitrust practice in 2005. Prior to joining the firm, Mr. Kane was affiliated with Mager, White & Goldstein, LLP where he represented clients in complex commercial litigation involving alleged unlawful business practices including: violations of federal and state antitrust and securities laws, breach of contract and other unfair and deceptive trade practices. Mr. Kane has extensive experience working with experts on economic issues in antitrust cases, including

impact and damages. Mr. Kane has served in prominent roles in high profile antitrust, securities, and unfair trade practice cases filed in courts around the country.

Currently, Mr. Kane is one the lead attorneys actively litigating and participating in all aspects of the *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL No. 1720 (E.D.N.Y.) alleging, *inter alia*, that certain of Visa and MasterCard rules, including anti-steering restraints and default interchange fees, working in tandem have caused artificially inflated interchange fees paid by Merchants on credit and debit card transactions. After over a decade of litigation, a settlement of as much as $6.24 billion and no less than $5.54 billion was preliminary approved in January 2019. He is also one of the lead counsel in *Contant, et al. v. Bank of America Corp., et al.*, 1:17-cv-03139-LGS (S.D.N.Y.) alleging a conspiracy among horizontal competitors to fix the prices of foreign currencies and certain foreign currency instruments to recover damages caused by defendants on behalf of plaintiffs and members of a proposed class of indirect purchasers of FX instruments from defendants.

Mr. Kane was also one of the lead lawyers in *Castro v. Sanofi Pasteur, Inc.*, No. 2:11-cv-07178-JMV-MAH (D.N.J.), a certified class action of over 26,000 physician practices, other healthcare providers, and vaccine distributors direct purchasers, alleging that defendant Sanofi engaged in anticompetitive conduct to maintain its monopoly in the market for MCV4 vaccines resulting in artificially inflated prices for Sanofi's MCV4 vaccine Menactra and the MCV4 vaccine Menveo. In October 2017 the court granted final approval the $61.5 million settlement.

Mr. Kane also had a leading role in *Ross v. American Express Company* (S.D.N.Y.) ($49.5 million settlement achieved after more than 7 years of litigation and after summary judgment was denied). In the related matter *Ross v. Bank of America* (S.D.N.Y.) involving claims that the defendant banks and American Express unlawfully acted in concert to require cardholders to arbitrate disputes, including debt collections, and to preclude cardholders from participating in any class actions, Mr. Kane was one of the primary trial counsel in the five week bench trial. Mr. Kane also has had a prominent role in several antitrust cases against pharmaceutical companies challenging so-called pay for delay agreements wherein the brand drug company allegedly seeks to delay competition from generic equivalents to the brand drug through payments by the brand drug company to the generic drug company. Mr. Kane served as co-lead counsel in *In re Microsoft Corporation Massachusetts Consumer Protection Litigation* (Mass. Super. Ct., Middlesex Cty.), in which plaintiffs alleged that as a result of Microsoft Corporation's anticompetitive practices, Massachusetts consumers paid more than they should have for Microsoft's operating systems and software. The case was settled for $34 million. Other cases in which Mr. Kane has had a prominent role include: *In re Currency Conversion Fee Antitrust Litig.* (S.D.N.Y.) (settlement for $336 million and injunctive relief); *In re Nasdaq Market Makers Antitrust Litig*. (S.D.N.Y); *In re Compact Disc Antitrust Litig.* (C.D. Cal.); *In re WorldCom, Inc. Securities Litig.* (S.D.N.Y); *In re Lucent Technologies, Inc. Securities Litig*. (D.N.J.); *City Closets LLC v. Self Storage Assoc., Inc.* (S.D.N.Y.); *Rolite, Inc. v. Wheelabrator Environmental Sys. Inc.*, (E.D. Pa.); and *Amin v. Warren Hospital* (N.J. Super.).

Robert Litan – Shareholder

Robert Litan is a Shareholder in the Antitrust practice group. Litan is one of the few practicing lawyers (in any field, including antitrust) with a PhD in economics and an extensive research and testimonial career in economics. During his legal career, Litan has specialized in administrative and antitrust litigation, concentrating on economic issues, working closely with economic experts (having been a testimonial witness in more than 20 legal and administrative proceedings himself). He previously was a partner with Powell, Goldstein, Frazier and Murphy (Washington, D.C and Atlanta) and Korein Tillery (St. Louis Chicago). He began his legal career as an Associate at Arnold & Porter (Washington, D.C.)

Litan has directed economic research at three leading national organizations: the Brookings Institution, the Kauffman Foundation and Bloomberg Government.

Litan has held several appointed positions in the federal government. In 1993, he was appointed Principal Deputy Assistant Attorney General in the Antitrust Division of the Justice Department, where he oversaw civil non-merger litigation and the Department's positions on regulatory matters, primarily in telecommunications. During his tenure, he settled the Department's antitrust lawsuit against the Ivy League and MIT for fixing financial aid awards, oversaw the Department's first monopolization case against Microsoft (resulting in 1994 consent decree) and the initial stages of the Antitrust Division's price fixing case against Nasdaq (also resulting in a consent decree). In 1995, Litan was appointed Associate Director of the Office of Management and Budget, where he oversaw the budgets of five cabinet level agencies.

Litan has co- chaired two panels of studies for the National Academy of Sciences (Measuring Innovation and Disaster Loan Estimation), has served on one other NAS Committee (Use of Scientific Evidence), and consulted for NAS (on energy modeling). He has also been a member of the Presidential-Congressional Commission on the Causes of the Savings and Loan Crisis (1991-93).

Litan has consulted for a broad range of private and governmental organizations, including the U.S. Justice Department (antitrust division), the U.S. Treasury Department, the Federal Reserve Bank of New York, the Federal Home Loan Bank of San Francisco, and the Financial Institutions Subcommittee of the House Banking Committee, the Monetary Authority of Singapore and the World Bank.

Litan has been adjunct professor teaching banking law at the Yale Law School and a Lecturer in Economics at Yale University. He also has taught economics and counter-insurgency at the U.S. Army Command General Staff College, Ft. Leavenworth

Hans Lodge – Shareholder

Hans Lodge is a zealous advocate and is dedicated to protecting the rights of consumers in and out of court. Hans assists consumers who have been denied jobs or housing due to inaccurate criminal history information reporting in their employment/tenant background check reports. Hans also assists consumers who have been denied credit due to inaccurate information reporting in their credit reports and have suffered harm due to unlawful debt collection behavior.

Hans is an aggressive and strategic litigator who has a reputation of working tirelessly to get favorable outcomes for his clients. Hans understands how frustrating it can be trying to deal with background check companies, credit reporting agencies, credit bureaus, and debt collectors, and has a passion for helping clients navigate these areas of the law during their times of need.

Prior to joining the firm, Hans combined his passions for fighting for the little guy and oral advocacy by representing consumers in individual and class action litigation where he held businesses, banks, background check companies, credit bureaus, and debt collectors accountable for illegal practices. As an Associate Attorney at a consumer rights law firm, Hans represented consumers who had trouble paying their bills and were abused and harassed by debt collection agencies, some of whom had their motor vehicles wrongfully repossessed, bringing numerous individual and class action claims under the Fair Debt Collection Practices Act (FDCPA).

Hans also represented consumers who had trouble obtaining credit, employment, and housing due to inaccuracies in their credit reports and background check reports, bringing numerous individual and class action claims under the Fair Credit Reporting Act (FCRA). As an Associate Attorney at a national employment and consumer protection law firm, Hans represented consumers who purchased defective products and employees misclassified as independent contractors, bringing class action claims under consumer protection statues and the Fair Labor Standards Act (FLSA).

Hans grew up in the Twin Cities and received his Bachelor's Degree from Gustavus Adolphus College in St. Peter, Minnesota, where he double-majored in Political Science and Communication Studies and graduated with honors. His first experience resolving quasi-legal disputes began as a Student Representative on the Campus Judicial Board, where he served for three years and resolved numerous complex disputes between students and the College. His interests in sports and ethics took him to New Zealand, Australia, and Fiji, where he studied Sports Ethics.

During his time at Marquette University Law School, Hans concentrated his legal studies on civil litigation and sports law. As a second-year law student, Hans gained valuable experience working as a law clerk for the Honorable Joan F. Kessler at the Wisconsin Court of Appeals. He also served as a member of the Marquette Sports Law Review where he wrote and edited articles about legal issues impacting the sports industry.

As a member of Marquette Law's moot court team, his brief writing and oral advocacy skills earned him a regional championship and an appearance in the national competition at the New York City Bar Association. Hans was also a member of Marquette's mock trial team, finishing in third place at the regional competition at the Daley Center in Chicago, Illinois.

Mr. Lodge is admitted to practice law in the United States District Court, District of Minnesota; United States District Court, Western District of Wisconsin; and both Minnesota and Wisconsin state courts.

In addition to practicing law, Hans is an Adjunct Professor at Concordia University, St. Paul, where he teaches a sports law course in the Master of Arts in Sports Management program.

Patrick F. Madden – Shareholder
Patrick F. Madden is a Shareholder in the Antitrust, Consumer Protection, Insurance Fraud, and Predatory Lending and Borrowers' Rights practice groups. His practice principally focuses on class actions concerning antitrust violations, financial practices, and insurance products.

Mr. Madden has served in key roles in multiple nationwide consumer class actions. For example, he represented homeowners whose mortgage loan servicers force-placed extraordinarily high-priced insurance on them and allegedly received a kickback from the insurer in exchange. Collectively, Mr. Madden's force-placed insurance settlements have made more than $175 million in recoveries available to class members.

He has also represented plaintiffs in antitrust class actions. For example, Mr. Madden represents a proposed class of elite mixed martial arts fighters in an antitrust lawsuit against the Ultimate Fighting Championship. *Le, et al. v. Zuffa, LLC*, No. 15-cv-1045 (D. Nev.). Mr. Madden also represents a proposed class of broiler chicken farmers in an antitrust suit against the major chicken processing companies for colluding to suppress compensation to the farmers.

Prior to attending law school, Mr. Madden worked at the United States Department of Labor, Office of Labor-Management Standards as an investigator during which time he investigated allegations of officer election fraud and financial crimes by union officers and employees.
While at Temple Law School, Mr. Madden was the Executive Editor of Publications for the Temple Journal of Science, Technology & Environmental Law.

Ellen T. Noteware – Shareholder
Ms. Noteware has successfully represented investors, retirement plan participants, employees, consumers, and direct purchasers of prescription drug products in a variety of class action cases. She currently chairs the firm’s Pro Bono Committee.

Ms. Noteware served on the trial team for *Cook v. Rockwell Int'l Corp.* No. 90-181 (D. Colo.) and received, along with the entire trial team, the "Trial Lawyer of the Year" award in 2009 from the Public Justice Foundation for their work on the case, which resulted in a jury verdict of $554 million in February 2006, after a four-month trial, on behalf of thousands of property owners near the former Rocky Flats nuclear weapons plant located outside Denver, Colorado. The jury verdict was then the largest in Colorado history, and was the first time a jury has awarded damages to property owners living near one of the nation's nuclear weapons sites. In 2008, after extensive post-trial motions, the District Court entered a $926 million judgment for the plaintiffs. The jury verdict in the case was vacated on appeal in 2010. In 2015, on a second trip to the Tenth Circuit Court of Appeals, Plaintiffs secured a victory with the case being sent back to the district court. In 2016, the parties reached a $375 million settlement, which received final approval in 2017.

Ms. Noteware also has played a leading role in numerous antitrust cases representing direct purchasers of prescription drugs. Many of these cases have alleged that pharmaceutical manufacturers have wrongfully kept less expensive generic drugs off the market, in violation of the antitrust laws. Many of these cases have resulted in substantial cash settlements, including *In re: Namenda Direct Purchaser Antitrust Litigation*, (S.D.N.Y.) ($750 million settlement – largest single-defendant settlement ever for a case alleging delayed generic competition); *In re Loestrin 24 Fe Antitrust Litigation*, (D.R.I.) ($120 million settlement 3 weeks before trial was set to begin); *In re Ovcon Antitrust Litigation*, (D.D.C.) ($22 million settlement); *In re Tricor Direct Purchaser Antitrust Litigation*, (D. Del.) ($250 million settlement); *Meijer, Inc. v. Abbott Laboratories*, (N.D. Cal.) (Norvir) ($52 million); and *In re Celebrex*, No. 14-cv-00361 (E.D. Va.) ($95 million).

Ms. Noteware is also extensively involved in litigating breach of fiduciary duty class action cases under the Employee Retirement Income Securities Act ("ERISA"). Her ERISA settlements include: *In re Nortel Networks Corp. ERISA Litigation* (M.D. Tenn.) ($21 million settlement); *In re Lucent Technologies, Inc. ERISA Litigation* (D.N.J.) ($69 million settlement); *In re SPX Corporation ERISA Litigation* (W.D.N.C.) ($3.6 million settlement); *Short v. Brown University*, (D.R.I.) ($3.5M settlement plus requirement that independent adviser for ERISA plans be retained); *Dougherty v. The University of Chicago*, No. 1:17-cv-03736 (N.D. Ill.) ($6.5M settlement); and *Nicolas v. The Trustees of Princeton University*, No. 3:17-cv-03695 (D.N.J.) (settlement announced).

Ms. Noteware is a graduate of Cornell University (B.S. 1989) and the University of Wisconsin-Madison Law School (J.D. *cum laude* 1993) where she won the Daniel H. Grady Prize for the highest grade point average in her class, served as Managing Editor of the Law Review, and earned Order of the Coif honors. She is currently a member of the Pennsylvania, New York, and District of Columbia bars.

Russell D. Paul – Shareholder

Russell Paul is a Shareholder in the Consumer Protection, Qui Tam/Whistleblower, and Securities/Governance/Shareholder Rights practice groups and heads the Automobile Defect practice area. He concentrates his practice on consumer class actions, securities class actions and derivative suits, complex securities, and commercial litigation matters, and False Claims Act suits.

Mr. Paul has successfully litigated and led consumer protection and product defect actions in the automotive, pet food, soft drink, and home products industries. He has been appointed to a leadership position in several automotive defect cases. See Francis v. General Motors, LLC, No. 2:19-cv-11044-DML-DRG (E.D. Mich.), ECF No. 40 (appointed as member of Plaintiffs' Steering Committee); Weston v. Subaru of America, Inc., No. 1:20-cv-05876 (D.N.J.), ECF No. 49 (appointed as Interim Co-Lead Counsel); Miller v. Ford Motor Co., No. 2:20-cv-01796 (E.D. Cal.) ECF No. 60 (appointed to Interim Class Counsel Executive Committee) and Powell v. Subaru of America, Inc., No. 1:19-cv-19114 (D.N.J.), ECF No. 26 (appointed as Interim Co-Lead Counsel).

Mr. Paul has litigated securities class actions against Tyco International Ltd., Baxter Healthcare Corp., ALSTOM S.A., Able Laboratories, Inc., Refco Inc., Toll Brothers and the Federal National Mortgage Association (Fannie Mae). He has also litigated derivative actions in various state courts around the country, including in the Delaware Court of Chancery. Mr. Paul has also briefed and argued several federal appeals, including in the Third, Sixth and Ninth Circuits.

In addition to securities litigation, Mr. Paul has broad corporate law experience, including mergers and acquisitions, venture capital financing, proxy contests, and general corporate matters. He began his legal career in the New York office of Skadden, Arps, Slate, Meagher & Flom.

Mr. Paul has been designated a "Pennsylvania Super Lawyer" and a "Top Attorney in Pennsylvania."

Mr. Paul graduated from the Columbia University School of Law (J.D. 1989) where he was a Harlan Fiske Stone Scholar, served on the Moot Court Review Board, was an editor of Pegasus (the law school's catalog) and interned at the United States Attorneys' Office for the Southern District of New York. He completed his undergraduate studies at the University of Pennsylvania, earning a B.S. in Economics from the Wharton School (1986) and a B.A. in History from the College of Arts and Sciences (1986). He was elected to the Beta Gamma Sigma Honors Society.

Barbara A. Podell – Shareholder
Barbara A. Podell is a Shareholder in the Securities practice group at the firm. She concentrates her practice on securities class action litigation.

Ms. Podell graduated from the University of Pennsylvania (*cum laude*) and the Temple University School of Law (*magna cum laude*), where she was Editor-in-Chief of the Temple Law Quarterly.

Ms. Podell was one of the firm's senior attorneys representing the Pennsylvania State Employees' Retirement System ("SERS") as the lead plaintiff in the *In re CIGNA Corp. Sec. Litig.*, No. 02-CV-8088 (E.D. Pa.), a federal securities fraud class action in which SERS moved for, and was appointed, lead plaintiff. CIGNA allegedly concealed crucial operational problems, which, once revealed, caused the company's stock price to fall precipitously. The firm obtained a $93 million settlement. This was a remarkable recovery because there were no accounting restatements, government investigations, typical indicators of financial fraud, or insider trading. Moreover, the case was settled on the eve of trial (22.7% of losses recovered).

Before joining the firm, Ms. Podell was a founding member of Savett Frutkin Podell & Ryan, P.C., and before that, a shareholder at Kohn, Savett, Klein & Graf and an associate at Dechert LLP, all in Philadelphia.

Camille Fundora Rodriguez – Shareholder
Ms. Rodriguez is a Shareholder in the firm's Employment & Unpaid Wages, Consumer Protection, and Lending Practices & Borrowers' Rights practice groups. Ms. Rodriguez primarily focuses on wage and hour class and collective actions arising under the Fair Labor Standards Act and state

laws. She is also the Diversity, Equity, and Inclusion Coordinator and leads the Firm's DEI Task Force, which enacts a broad range of diversity efforts, including efforts to hire and retain attorneys and non-attorneys from diverse backgrounds and to foster an inclusive work environment, including through Firmwide trainings on implicit bias issues that may impact the workplace.

Prior to joining the firm, Ms. Rodriguez practiced in the litigation department at a boutique Philadelphia law firm where she represented clients in a variety of personal injury, disability, and employment discrimination matters. Ms. Rodriguez is a graduate of Widener University School of Law.

Ms. Rodriguez was recently named a 2023 The Best Lawyers in America: Ones to Watch. She was also a Pennsylvania Super Lawyer "Rising Star" in 2022. In 2021, Ms. Rodriguez was named a "Rising Star" by *Law360*, a "Rising Star of the Plaintiffs Bar" by the *National Law Journal*, and "Lawyer on the Fast Track" by *The Legal Intelligencer*. She also has been a Pennsylvania Super Lawyer "Rising Star" between 2017 and 2021.

Ms. Rodriguez is an active member of the Pennsylvania, Philadelphia, and Hispanic Bar Associations.

Daniel J. Walker – Shareholder
Dan Walker is a Shareholder of the firm, which he rejoined in July 2017 after serving three years in the Health Care Division at the Federal Trade Commission. Mr. Walker practices in the firm's Washington, D.C. office.

While at the Federal Trade Commission, Mr. Walker investigated and litigated antitrust matters in the health care industry. In addition to leading various nonpublic investigations in the pharmaceutical and health information technology sectors, Mr. Walker litigated *Federal Trade Commission v. AbbVie Inc., et al.*, a case alleging that a brand pharmaceutical manufacturer engaged in sham patent litigation to delay generic competition, and *Federal Trade Commission v. Cephalon Inc.*, a "pay-for-delay" lawsuit over a brand pharmaceutical manufacturer's payment to four generic competitors in return for the generics' agreement to delay entry into the market. The Cephalon case settled shortly before trial for $1.2 billion-the largest equitable monetary relief ever secured by the Federal Trade Commission-as well as significant injunctive relief.

During his time in private practice, Mr. Walker has litigated cases on behalf of plaintiffs and defendants in many areas of law, including antitrust, financial fraud, breach of contract, bankruptcy, and intellectual property. Mr. Walker has helped recover hundreds of millions of dollars on behalf of plaintiffs, including in *In re Titanium Dioxide Antitrust Litigation* (with settlements totaling $163.5 million for purchasers of titanium dioxide), *In re High Tech Employee Antitrust Litigation* (with settlements totaling $435 million for workers in the high tech industry), and *Adriana Castro, M.D., P.A., et al. v. Sanofi Pasteur Inc.*, No. 11-cv-07178 (D.N.J.) (with a $61.5 million settlement pending court approval for purchasers of pediatric vaccines). Mr. Walker was also a member of the team that recovered the funds lost by account holders during MF

Global's collapse and a member of the trial team that successfully represented the Washington Mutual stockholders seeking to recover investments lost in the bankruptcy.

In addition, Mr. Walker has spoken frequently on antitrust issues, including on the intersection of antitrust and intellectual property in the health care industry.

Mr. Walker is a *magna cum laude* graduate of Amherst College and Cornell University Law School, where he was an Articles Editor for the Cornell Law Review. Before entering private practice, Mr. Walker clerked for the Honorable Richard C. Wesley of the United States Court of Appeals for the Second Circuit.

Michaela Wallin – Shareholder
Michaela Wallin is a Shareholder in the Antitrust and Employment Law practice groups. Ms. Wallin's work in the Antitrust group involves complex class actions, including those alleging that pharmaceutical manufacturers have wrongfully kept less expensive drugs off the market, in violation of the antitrust laws. In the Employment Law Group, Ms. Wallin focuses on wage and hour class and collective actions arising under federal and state law.

Prior to joining the firm, Ms. Wallin served as a law clerk for the Honorable James L. Cott of the United States District Court of the Southern District of New York. She also completed an Equal Justice Works Fellowship at the ACLU Women's Rights Project, where she worked to challenge local laws that target domestic violence survivors for eviction and impede tenants' ability to call the police.

Ms. Wallin is a graduate of Columbia Law School, where she was a Harlan Fiske Stone Scholar. Ms. Wallin graduated *magna cum laude* from Bowdoin College, where she was Phi Beta Kappa and a Sarah and James Bowdoin Scholar.

Senior Counsel

Andrew Abramowitz – Senior Counsel
Andrew Abramowitz, Senior Counsel in the Securities Department, concentrates his practice in shareholder litigation, representing investors in matters under the federal securities laws and state law governing breach of fiduciary duty. Prior to joining the firm, Mr. Abramowitz was a partner with a prominent Philadelphia law firm where he practiced for more than twenty years.

Mr. Abramowitz has served as one of the lead counsel in numerous cases, including, of note, *In re Parmalat Securities Litigation* (S.D.N.Y.), often referred to as “the Enron of Europe,” which was a worldwide securities fraud involving an international dairy conglomerate; *In re SCOR Holding (Switzerland) AG Litigation* (S.D.N.Y.), the first case ever to secure recovery for investors in both a U.S. jurisdiction and a foreign forum; and *In re Abbott Depakote Shareholder Derivative Litigation* (N.D. Ill.), involving the off-label marketing of an anti-seizure drug.

Other notable cases in which Mr. Abramowitz played a significant role include: *Howard v. Liquidity Services, Inc.* (D.D.C.); *In re The Bancorp, Inc. Securities Litigation* (D. Del.); *In re Life Partners Holdings, Inc. Derivative Litigation* (W.D. Tex.); *In re Synthes Inc. Shareholder Litigation* (Del. Ch.); *In re Atheros Communications, Inc. Shareholder Litigation* (Del. Ch.); *Utah Retirement Systems v. Strauss* (American Home Mortgage) (E.D.N.Y.); *In re PSINet, Inc. Securities Litigation* (E.D. Va.); *Penn Federation BMWE v. Norfolk Southern Corp.* (E.D. Pa.); *Inter-Local Pension Fund of the Graphic Communications Conference of the International Brotherhood of Teamsters v. Cybersource Corp.* (Del. Ch.).

He previously served as Legal Counsel to Tradeoffs, a popular health policy podcast launched by a prominent Philadelphia journalist.

Mr. Abramowitz graduated *cum laude* from Franklin & Marshall College (1993) where he earned membership in Phi Beta Kappa. He earned a J.D. from the University of Maryland School of Law (1996), where he was Assistant Editor for *The Business Lawyer*, published jointly with the American Bar Association.

He was a long-standing member of the Corporate Advisory Board of the Pennsylvania Association of Public Employee Retirement Systems (PAPERS), an organization dedicated to educating trustees and fiduciaries of public pension funds throughout Pennsylvania. He has also participated for more than fifteen years in the University of Pennsylvania School of Law's Mentoring Program, in which he mentors international students in the L.L.M. program about the practice of law in the U.S. He has written and spoken extensively on matters relating to securities litigation and corporate governance.

Mr. Abramowitz is also the author of two novels, *A Beginner's Guide to Free Fall* (Lake Union Publishing, 2019), and *Thank You, Goodnight* (Touchstone/Simon & Schuster, 2015).

Natisha Aviles – Senior Counsel
Natisha Aviles is Senior Counsel in the firm's Antitrust practice group. She concentrates her practice on complex antitrust litigation.

Jennifer Elwell – Senior Counsel
Jennifer Elwell is Senior Counsel in the firm's Consumer Protection group. She concentrates her practice in complex civil litigation involving actions brought on behalf of consumers for corporate wrongdoing and consumer fraud.

Abigail J. Gertner – Senior Counsel
Abigail J. Gertner is an attorney in the firm's Philadelphia office and practices in the firm's Consumer Protection and ERISA Litigation practice groups.

Before joining the firm, Ms. Gertner worked at both plaintiff and defense firms, where she gained experience in complex litigation, including consumer fraud, ERISA, toxic tort, and antitrust

matters. She concentrates her current practice on automotive defect, consumer fraud, and ERISA class actions.

Ms. Gertner graduated from Santa Clara University School of Law in 2003, where she interned for the Santa Clara County District Attorney's Office in the Child and Elder Abuse Unit. She completed her undergraduate studies at Tulane University in 2000, earning a B.S. in Psychology and a B.A. in Classics.

She is also active in her community, formerly serving as a Youth Aid Panel chairperson for Upland in Delaware County. She now serves on the Upland Borough Council, beginning her four-year term in January 2020.

Ms. Gertner is admitted to practice in state courts in Pennsylvania and New Jersey; and the United States District Courts for the Eastern District of Pennsylvania, the District of New Jersey, and the Eastern District of Michigan.

Karen L. Handorf – Senior Counsel

Karen L. Handorf is Senior Counsel at Berger Montague and a member of the firm's Employee Benefits & ERISA practice group, where she represents the interests of employees, retirees, plan sponsors, plan participants and beneficiaries in employee benefit and ERISA cases in the district court and on appeal. Ms. Handorf brings four decades of ERISA knowledge to Berger Montague's practice, where she will focus on emergent issues in health care, with a particular focus on the actions of insurance carrier TPAs that exercise fiduciary duties under ERISA-covered health plans. Ms. Handorf also advises employers and other plan sponsors on the provisions in their administrative service agreements that might cause them to unwittingly violate ERISA or other employee benefit laws. Ms. Handorf is also focused on other legal violations related to patient health care under other (non-ERISA) federal statutes and state consumer statutes in her efforts to address the exorbitant health care costs facing most Americans.

Prior to joining Berger Montague, Ms. Handorf was a partner at another prominent plaintiffs' class action firm and the immediate-past chair and then co-chair of that firm's Employee Benefits/ERISA practice group, where she led efforts in identifying, litigating, and when necessary, appealing often novel employee benefits issues. In that role, Ms. Handorf was one of the pioneers of the church plan litigation against organizations claiming to be exempt from ERISA due to their affiliation with or status as religious organizations.

Prior to that, Ms. Handorf had a distinguished career in government service. She spent 25 years at the Department of Labor, where, among other senior positions, she was the Deputy Associate Solicitor in the Plan Benefits Security Division. During her tenure at the Department of Labor, Ms. Handorf played a major role in formulating and litigating the Government's position on a wide variety of ERISA issues, from conception through expression in amicus briefs filed by the United States Solicitor General in the United States Supreme Court.

Matthew Hartman – Senior Counsel

Matthew Hartman is Senior Counsel in the firm's San Diego office. He primarily practices in complex litigation.

Joseph C. Hashmall – Senior Counsel
Joe Hashmall, Senior Counsel, is a member of the firm's Consumer Protection practice group. In that practice group, Mr. Hashmall primarily focuses on consumer class actions concerning financial and credit reporting practices.

Mr. Hashmall is a graduate of the Grinnell College and the Cornell University School of Law. During law school, Mr. Hashmall served as the Executive Editor of the Cornell Legal Information Institute's Supreme Court Bulletin and as an Editor for the Cornell International Law Journal. Mr. Hashmall has also worked as law clerk for President Judge Bonnie B. Leadbetter of the Pennsylvania Commonwealth Court and for the Honorable David J. Ten Eyck of the Minnesota District Court.

J. Quinn Kerrigan – Senior Counsel
J. Quinn Kerrigan is Senior Counsel in the firm's Consumer Protection practice group. He concentrates his practice in the area of complex consumer litigation, prosecuting actions against corporate defendants and other institutions for violations of state and federal law, including state causes of action challenging unfair and deceptive practices.

Before joining the firm, Mr. Kerrigan gained notable experience litigating antitrust and consumer class actions, corporate mergers, derivative claims, and insurance coverage disputes.

Mr. Kerrigan is admitted to practice in state courts in Pennsylvania and New Jersey, the United States District Courts for the Eastern District of Pennsylvania, the Middle District of Pennsylvania, and the District of New Jersey.

Mr. Kerrigan is a graduate of Temple University's Beasley School of Law and John Hopkins University.

Joseph P. Klein – Senior Counsel
Joseph Klein is Senior Counsel in the Antitrust practice group and focuses his work on complex antitrust litigation.

David A. Langer – Senior Counsel
David A. Langer is Senior Counsel in the Antitrust practice group. He concentrates his practice in complex antitrust litigation.

Mr. Langer has had a primary role in the prosecution of the following antitrust class actions: *In re Currency Conversion Fee Antitrust Litigation* (S.D.N.Y.) (after 5½ years of litigation, through the close of fact and expert discovery, achieved a settlement consisting of $336 million and injunctive relief for a class of U.S. Visa and MasterCard cardholders; extraordinary settlement participation from class members drawing more than 10 million claimants in one of the largest consumer

antitrust class actions); *Ross and Wachsmuth v. American Express Co., et al.* (S.D.N.Y.) ($49.5 million settlement achieved after more than 7 years of litigation and after summary judgment was denied); *Ross, et al. v. Bank of America, N.A. (USA), et al.* (S.D.N.Y.) (obtained settlements with four of the nations' largest card issuers (Bank of America, Capital One, Chase and HSBC) to drop their arbitration clauses for their credit cards for 3.5 years, and a settlement with the non-bank defendant arbitration provider (NAF), who agreed to cease administering arbitration proceedings involving business cards for 3.5 years); and *In re Linerboard Antitrust Litigation* (E.D. Pa.) (helped obtain settlements of more than $200 million dollars).

Mr. Langer was one of the trial team chairs in the 5-week consolidated bench trial of arbitration antitrust claims in *Ross v. American Express* and *Ross v. Bank of America*, where the Honorable William H. Pauley, III of the United States District Court for the Southern District of New York, commended the "extraordinary talents of Plaintiffs' counsel."

Mr. Langer has also had a primary role in appellate proceedings, obtaining relief for his clients in a number of matters, including *Ross, et al. v. American Express Co., et al.*, 547 F.3d 137 (S.D.N.Y. 2008) (precluding an alleged co-conspirator from relying on the doctrine of equitable estoppel to invoke arbitration clauses imposed by its competitor co-conspirators); *Ross, et al. v. Bank of America, N.A. (USA), et al.*, 524 F.3d 217 (S.D.N.Y. 2008) (holding that antitrust plaintiffs possess Article III standing to challenge the defendants' collusive imposition of arbitration clauses barring participation in class actions); *In re Pharmacy Benefit Managers Antitrust Litig.*, 700 F.3d 109 (3d Cir. 2012) (finding opposing party waived the right to compel arbitration and reversing district court).

While at Vermont Law School, Mr. Langer was Managing Editor and a member of the Vermont Law Review.

Natalie Lesser – Senior Counsel

Natalie Lesser is Senior Counsel in the firm's Consumer Protection and Employee Benefits & ERISA practice groups. She concentrates her practice on automotive defect, consumer fraud, and ERISA class actions.

Before joining the firm, Ms. Lesser gained experience at both plaintiff and defense firms, litigating complex matters involving consumer fraud, securities fraud, and managed care disputes.

Ms. Lesser is admitted to practice in state courts in Pennsylvania and New Jersey, the United States District Courts for the Eastern District of Pennsylvania, the District of New Jersey, and the Eastern District of Michigan, and the United States Courts of Appeals for the Third Circuit and the Ninth Circuit.

Ms. Lesser received her law degree from the University of Pittsburgh School of Law in 2010 and her undergraduate degree in English from the State University of New York at Albany in 2007. While attending the University of Pittsburgh School of Law, Ms. Lesser was Editor in Chief of the University of Pittsburgh Law Review.

James Maro – Senior Counsel
James Maro is Senior Counsel with the Firm's Securities department in Philadelphia. Prior to joining Berger Montague, Jim was a partner at Kessler Topaz Meltzer & Check, LLP, where he focused his practice on securities fraud and consumer protection class action litigation. Jim also represented investors in derivative, as well as mergers and acquisitions litigation. Most recently, Jim managed Kessler Topaz's "startup" department where he developed policies and practices regarding the firm's marketing efforts, potential investor and client communications, and client retention.

Jim graduated from Villanova University School of Law and received his undergraduate degree from the Johns Hopkins University.

Jeffrey L. Osterwise – Senior Counsel
Mr. Osterwise pursues relief for consumers and businesses in a broad array of matters.

Mr. Osterwise litigates class actions on behalf of consumers who have been damaged by automobile manufacturers that conceal known defects in their vehicles and refuse to fulfill their warranty obligations. His experience includes actions against General Motors, Nissan North America, American Honda Motor Company, among others.

Mr. Osterwise also has substantial experience advising consumers and businesses of their rights with respect to a variety of other defective products. He has helped injured parties pursue their claims arising from defects in pharmaceuticals, solar panels, riding lawn tractors, and HVAC and plumbing products.

In addition to defective product claims, Mr. Osterwise has fought to protect consumers from unfair business practices. For example, he has represented clients deceived by their auto insurance carriers and consumers improperly billed by a national health club chain.

Mr. Osterwise also has significant experience representing the interests of shareholders in securities fraud and corporate governance matters. And, he represented the City of Philadelphia and the City of Chicago in separate actions against certain online travel companies for their failure to pay hotel taxes.

Kerri Petty – Senior Counsel
Kerri Petty is Senior Counsel for the firm and concentrates her practice on complex litigation.

Alexandra Koropey Piazza – Senior Counsel
Alexandra Koropey Piazza, Senior Counsel, is a member of the firm's Employment Law, Consumer Protection and Lending Practices & Borrowers' Rights practice groups. In the Employment Law practice group, Ms. Piazza primarily focuses on wage and hour class and collective actions arising under state and federal law. Ms. Piazza's work in the Consumer Protection and Lending Practices & Borrowers' Rights practice groups involves consumer class actions concerning financial practices.

Ms. Piazza is a graduate of the University of Pennsylvania and Villanova University School of Law. During law school, Ms. Piazza served as a managing editor of the Villanova Sports and Entertainment Law Journal and as president of the Labor and Employment Law Society. Ms. Piazza also interned at the United States Attorney's Office and served as a summer law clerk for the Honorable Eduardo C. Robreno of the United States District Court for the Eastern District of Pennsylvania.

Jacob M. Polakoff – Senior Counsel
Since joining the firm in 2006, Mr. Polakoff has concentrated his practice on the prosecution of class actions and other complex litigation, including the representation of plaintiffs in consumer protection, securities, and commercial cases.

Mr. Polakoff currently represents homeowners throughout the country in various product liability actions concerning defective construction products, including plumbing and roofing. He served on the teams of co-lead counsel in two nationwide class action plumbing lawsuits: (i) against NIBCO, Inc., claiming that NIBCO's cross-linked polyethylene (PEX) plumbing tubes and component parts were defective and prematurely failed ($43.5 million settlement), and (ii) in *George v. Uponor, Inc., et al.*, a class action about Uponor's high zinc yellow brass PEX plumbing fittings ($21 million settlement).

He represented the shareholders of the Philadelphia Stock Exchange in *Ginsburg v. Philadelphia Stock Exchange, Inc., et al.*, in the Delaware Court of Chancery, which settled for in excess of $99 million in addition to significant corporate governance provisions. He also is on the team of co-lead counsel representing the shareholders of Patriot National, Inc., and helped secure a $6.5 million settlement with the bankrupt company's directors and officers.

Mr. Polakoff's experience also includes representing entrepreneurs and small businesses in actions against Fortune 500 companies.

Mr. Polakoff was selected as a Pennsylvania Super Lawyer in 2021, an honor conferred upon only the top 5% of attorneys in Pennsylvania. He was previously selected as a Pennsylvania Super Lawyer – Rising Star in 2010 and 2013-2019.

Mr. Polakoff is a 2006 graduate of the joint J.D./M.B.A. program at the University of Miami, where he was the recipient of the Dean's Certificate of Achievement in Legal Research & Writing, was awarded a Graduate Assistantship and was honored with the Award for Academic Excellence in Graduate Studies.

He holds a 2002 B.S.B.A. from Boston University's School of Management, where he concentrated in finance.

Mr. Polakoff is the Judge of Election for Philadelphia's 30th Ward, 1st Division. He was also a member of the planning committee and the sponsorship sub-committee for the Justice for All 5K from its inception. The event benefited Community Legal Services of Philadelphia, which provides free legal services, in civil matters, to low-income Philadelphians.

Geoffrey C. Price – Senior Counsel
Geoffrey C. Price is Senior Counsel in the firm's antitrust division, specializing in complex litigation related to pharmaceuticals, investment fraud, and general anti-competitive business practices.

Richard Schwartz – Senior Counsel
Richard Schwartz is Senior Counsel in the Antitrust practice group. Mr. Schwartz concentrates his practice in the area of complex antitrust litigation with a focus on representation of direct purchasers of prescription drugs.

Prior to joining the firm, Mr. Schwartz was an attorney in the New York and Philadelphia offices of a firm where he represented plaintiffs in a variety of matters before trial and appellate courts with a focus on antitrust and shareholder class actions.

Mr. Schwartz is a member of the teams prosecuting a number of antitrust class actions on behalf of direct purchasers of prescription drugs in which the purchasers allege that generic drugs have been illegally kept off the market. Those cases include *In re Opana ER Antitrust Litigation*, No. 14-cv-10151 (N.D. Ill.); *In re Suboxone*, No. 13-MD-2445 (E.D. Pa.); *In re Solodyn*, No. 14-MD-2503 (D. Mass.) and *In re Celebrex*, No. 14-cv-00361 (E.D. Va.).

Mr. Schwartz is admitted to practice in New York, Pennsylvania, and Illinois.

Julie Selesnick – Senior Counsel
Julie S. Selesnick is Senior Counsel at Berger Montague and a member of the firm's Employee Benefits & ERISA practice group, where she represents the interests of employees, retirees, plan sponsors, plan participants and beneficiaries in employee benefit and ERISA cases in the district court and on appeal. Ms. Selesnick' s practice is focused on health care, where she brings more than a decade of insurance coverage experience to good use focusing on the behaviors of insurance carrier TPAs that exercise fiduciary duties under ERISA-covered health plans and counseling employers and other plan sponsors on provisions in their administrative service agreements that might cause them to unwittingly violate ERISA or other employee benefit laws. Ms. Selesnick is also focused on other legal violations related to patient health care under various federal statutes and state consumer statutes to help everyday American's bring down the out-of-control health care costs they face.

Prior to joining Berger Montague, Ms. Selesnick was of counsel at another prominent plaintiffs' class action firm, where she practiced primarily in the ERISA group representing plaintiffs in class cases related to 401K excessive fee disputes, actuarial equivalence pension issues, church plan litigation, and cases against third-party administrators for breach of fiduciary duty in connection with their administration of ERISA-covered group health plans. Ms. Selesnick also worked in that firm's Consumer Protection group litigating consumer class action lawsuits and policyholder insurance coverage actions on behalf of individual and class plaintiffs.

Prior to that, Ms. Selesnick was a partner at a Washington D.C. law firm in both the insurance coverage and employment law groups, where she represented carriers in insurance coverage litigation and subrogation litigation in state and federal courts throughout the United States, and represented both employers and employees in employment litigation, as well as negotiating severance agreements and reviewing and updating employee handbooks. Ms. Selesnick has first chair trial experience in jury and bench trials and has experience with arbitration and mediation of complex disputes.

Ms. Selesnick is an accomplished writer and has written numerous legal and non-legal articles and blog posts. She has also contributed to ERISA Litigation textbooks and cumulative supplements, and written materials for use in health-care litigation conferences.

Ms. Selesnick graduated with a B.A., cum laude, from the San Diego State University and was elected Phi Beta Kappa and Pi Sigma Alpha, and she received her J.D., from the George Washington University School of Law, where she was a member of the George Washington University Law Review and was inducted into the Order of the Coif.

Lane L. Vines – Senior Counsel

Lane L. Vines's practice is concentrated in the areas of securities/investor fraud, consumer and *qui tam* litigation. For more than 17 years, Mr. Vines has prosecuted both class action and individual opt-out securities cases for state government entities, public pension funds, and other large investors. Mr. Vines also represents consumers in class actions involving unlawful and deceptive practices, as well as relators in *qui tam*, whistleblower and False Claims Act litigations. Mr. Vines is admitted to practice law in Pennsylvania, New Jersey and numerous federal courts.

Mr. Vines also has experience in the defense of securities and commercial cases. For example, he was one of the firm's principal attorneys defending a public company which obtained a pre-trial dismissal in full of a proposed securities fraud class action against a gold mining company based in South Africa. See *In re DRDGold Ltd. Securities Litigation*, 05-cv-5542 (VM), 2007 U.S. Dist. LEXIS 7180 (S.D.N.Y. Jan. 31, 2007).

During law school, Mr. Vines was a member of the Villanova Law Review and served as a Managing Editor of Outside Works. In that role, he selected outside academic articles for publication and oversaw the editorial process through publication.

Prior to law school, Mr. Vines worked as an auditor for a Big 4 public accounting firm and a property controller for a commercial real estate development firm, and served as the Legislative Assistant to the Minority Leader of the Philadelphia City Council.

Mr. Vines has achieved the highest peer rating, "AV Preeminent" in Martindale-Hubbell for legal abilities and ethical standards. Mr. Vines is admitted to practice law in Pennsylvania, New Jersey and several federal courts.

Dena Young – Senior Counsel
Dena Young is Senior Counsel in the firm's Consumer Protection practice group. She concentrates her practice in the area of complex consumer litigation, prosecuting actions against pharmaceutical and product manufacturers for violations of state and federal law.

Before joining the firm, Dena worked for prominent law firms in the Philadelphia region where she worked on personal injury and mass tort cases involving dangerous and defective medical devices, pharmaceutical, and consumer products including Talcum Powder, Transvaginal Mesh, Roundup, Risperdal, Viagra, Zofran, and Xarelto. She also assisted in the prosecution of cases on behalf of the U.S. Government and other government entities for violations of federal and state false claims acts and anti-kickback statutes.

Recently, the Honorable Brian R. Martinotti appointed Dena to serve on the plaintiffs' steering committee (PSC) of MDL 2921 in the *Allergan BIOCELL Textured Breast Implant Products Liability Litigation*, situated in the United States District Court for the District of New Jersey. In this case, Dena represents plaintiffs diagnosed with breast implant associated anaplastic large cell lymphoma (BIA-ALCL), a deadly form of cancer caused by Allergan's textured breast implants.

Early in her legal career, Dena represented clients diagnosed with devastating asbestos-related diseases, including mesothelioma and lung cancer. Cases she handled resulted in millions of dollars in settlements for her clients.

During law school, Dena represented defendants in preliminary hearings and misdemeanor trials while working for the Defender Association of Philadelphia. She also clerked for the Animal Protection Litigation section of the United States Humane Society. In 2008-2009, Young worked for the Honorable Renee Cardwell Hughes of Philadelphia's Court of Common Pleas.

In 2010, she received her Juris Doctor degree, with honors, from Drexel University's Thomas R. Kline School of Law where she founded the School's Student Animal Legal Defense Fund chapter.

Dena is admitted to practice in state courts in Pennsylvania and New Jersey, the U.S. District Court for the Eastern District of Pennsylvania, and the U.S. District Court for the District of New Jersey.

Associates

Michael Anderson – Associate
Michael Anderson is an Associate in the Wage and Hour department based out of the Firm's Philadelphia office. Michael graduated cum laude from William & Mary Law School and was

recognized for his work in public service. Michael represented his third-year class on the Student Bar Association, participated in the Leadership Institute, and served as a member of the William & Mary Journal of Race, Gender, and Social Justice.

During law school, Michael completed two federal judicial externships with the Hon. Raymond A. Jackson and the Hon. John A. Gibney in the Eastern District of Virginia. In his final year, Michael spent much of his time advocating for students with disabilities through William & Mary's Special Education Advocacy Clinic. In the clinic, Michael counseled families, represented clients at special education meetings, and negotiated with school districts to provide appropriate special education services under the Individuals with Disabilities Education Act (IDEA). Michael also worked as a law clerk at Victor M. Glasberg & Associates, where he assisted the firm with litigating complex civil rights cases involving law enforcement misconduct, police brutality, and employment discrimination under federal laws.

Prior to law school, Michael worked as the Director of Auxiliary Programs and taught a high school philosophy course at a nationally recognized charter school in southern Arizona.

Robert Berry – Associate*
***not yet admitted, pending admission*

Robert Berry is with the Firm's Antitrust department in Philadelphia. Robert graduated Magna Cum Laude from the University of Pennsylvania Carey Law School in May 2022. At Penn, Robert served on the editorial board of the University of Pennsylvania Journal of Law and Public Affairs as Research Editor. Robert was heavily engaged in clinic programs, directly representing clients in landlord-tenant disputes, social security matters, and asylum-seeking matters with the Civil Practice Clinic and the Transnational Legal Clinic. Robert also worked heavily with Professor Herbert Hovenkamp on antitrust matters, taking two separate antitrust classes from the professor, serving as the professor's antitrust TA during the summer of 2021, and working with the professor on an independent study project examining the current state of horizontal merger law.

Prior to law school, Robert graduated from Cornell University with a bachelor's degree in history with a minor in classical civilizations. While at Cornell Robert was inducted into the Phi Beta Kappa honor society for academic excellence.

Hope Brinn – Associate
Hope Brinn is an Associate in the firm's Antitrust group. Prior to joining the firm, Ms. Brinn clerked for the Honorable Janet Bond Arterton in the District of Connecticut. Ms. Brinn graduated from the University of Michigan Law School, where she was a senior editor for the Michigan Law Review, and the executive notes editor for the Michigan Journal of Race & the Law.

Prior to law school, Ms. Brinn worked at The Philadelphia School and Breakthrough of Greater Philadelphia.

William H. Fedullo – Associate

William H. Fedullo is an Associate in the firm's Philadelphia office, practicing in the Whistleblower, *Qui Tam* & False Claims Act group, which has collectively recovered more than $3 billion for federal and state governments, as well as over $500 million for the firm's whistleblower clients. Mr. Fedullo represents whistleblowers in active litigation throughout the country. He also assists in the pre-litigation investigation and evaluation of potential whistleblower claims.

Prior to joining the firm, Mr. Fedullo was a commercial litigation associate at a large full-service Philadelphia law firm. His practice there focused on protecting small businesses that had been the victims of usurious "merchant cash advance" lending practices. He also took an active role in franchisee rights litigation in the hospitality industry. He served as lead associate in numerous state and federal litigations as well as AAA and JAMS arbitrations. His accomplishments included primarily authoring briefs that obtained critical injunctive relief in bet-the-business arbitration; primarily authoring dispositive and appellate briefs in parallel state and federal actions against one of the largest debt collection companies in the world, resulting in a federal court denying a motion to dismiss a consumer's Fair Debt Collections Practices Act claims; and authoring a complaint brought by over ninety hotel franchisees against a prominent international hotel franchisor. Additionally, Mr. Fedullo played key roles in several other cases that resulted in favorable verdicts or settlements for his clients.

Mr. Fedullo received a Bachelor of Arts from Swarthmore College with High Honors, with a major in Philosophy and minor in English Literature. He graduated from the University of Pennsylvania Law School *cum laude*. In law school, he was an executive editor of the Penn Law Journal of Constitutional Law, where he published a Comment, "Classless and Uncivil." He also worked as a research assistant for the reporter for the forthcoming Restatement (Third) of Conflicts of Law, and as a teaching assistant at the Wharton School of Business for the undergraduate class "Constitutional Law and Free Enterprise." He was the recipient of the 2019 Penn Law Fred G. Leebron Memorial Prize for Best Paper in Constitutional Law for his paper "Original Public Meaning Originalism and Women Presidents." Finally, he received honors from both the Philadelphia Bar Association and Penn Law for his involvement in pro bono activities, which included serving as a board member for the Custody and Support Assistance Clinic, a student-run organization that provides legal assistance to low-income Philadelphians facing family law issues; working on low-income housing and utility issues at Community Legal Services; and working as a certified legal intern in the Civil Practice Clinic, litigating several cases for low-income Philadelphians before the Philadelphia Court of Common Pleas.

Mr. Fedullo is admitted to practice law in the state courts of the Commonwealth of Pennsylvania as well as the United States District Court for the Eastern District of Pennsylvania.

Najah Jacobs – Associate
Ms. Jacobs is an Associate in the firm's Consumer Protection & ERISA Departments.

Prior to joining Berger Montague, Najah Jacobs was an associate at Stevens & Lee, P.C., where she focused her practice on commercial litigation matters with an emphasis on litigation involving financial products and representation of broker-dealers in FINRA arbitration matters related to the

purchase and sale of securities and insurance products. Prior to that, Najah was an associate at a large New Jersey law firm, where she defended large oil companies in complex statewide environmental litigation. During her time there, Najah played a major role in formulating a defense strategy and obtaining a favorable disposition for the City of Philadelphia in a constitutional rights case brought by the Fraternal Order of Police over an alleged "do not call list."

Najah graduated from Drexel University Thomas R. Kline School of Law, where she was an active leader. Najah served as the President of the Black Law Students Association, a Law School Ambassador, a Diversity and Inclusion Fellow, and as a Marshall Brennan Constitutional Literacy Fellow, where she taught high school students about their constitutional rights. Najah was also the Executive Symposium Editor of the Drexel Law Review and a competitor on Drexel's nationally recognized Trial Team, leading the group to back-to-back victories in national mock trial competitions against some of the nation's top law schools. During law school, Najah served as a judicial extern for the Honorable Robert B. Kugler of the United States District Court for the District of New Jersey and also served as an intern for the Philadelphia District Attorney's Office. At graduation, Najah received the Faculty Award for Contributions to the Intellectual Life of the Law School and the Thomas R. Kline School of Law Trial Team Award for Outstanding Advocacy.

Najah is currently an adjunct faculty member at the Kline School of Law, serving as a coach and mentor for teams competing in national trial advocacy competitions. In her spare time, Najah enjoys playing basketball, mentoring high school and college students, and hosting events for her non-profit organization, which focuses on giving back to underserved communities.

Ariana B. Kiener – Associate
Ariana B. Kiener is an Associate in the firm's Minneapolis office and practices in the firm's Consumer Protection group.

Before joining the firm, Ms. Kiener worked for several years in education, first as a classroom teacher (through a Fulbright Scholarship in Northeastern Thailand) and eventually as the communications director for an education advocacy nonprofit organization. While in law school, she clerked at the Firm and served as a Certified Student Attorney and Student Director with the Mitchell Hamline Employment Discrimination Mediation Representation Clinic.

Taylor Hollinger – Associate*
***not yet admitted, pending admission*

Taylor is in the Firm's Antitrust group in the Philadelphia office. Taylor is a recent graduate of Georgetown Law. There, Taylor was an Articles Editor with The Georgetown Law Journal and Treasurer for the First Generation Student Union. During her time as a law student in D.C., Taylor externed with the Division of Enforcement of the CFTC, the Bureau of Competition of the FTC, and the Antitrust Division of the DOJ. Taylor received her undergraduate degree from Pitzer College in Claremont, California, with a major in Creative Writing.

Julia McGrath – Associate

Julia McGrath is an Associate in the firm's Antitrust practice group. She represents consumers, businesses, and public entities in complex class action litigation, prosecuting anticompetitive conduct such as price-fixing, bid-rigging, and illegal monopolization.

Ms. McGrath has challenged anticompetitive conduct in a variety of industries, including the single-serve coffee industry in *In Re Keurig Green Mountain Single-Serve Antitrust Litigation*; the pharmaceutical industry in *In Re: Ranbaxy Generic Drug Application Antitrust Litigation* (D. Mass) and *In Re: Generic Pharmaceuticals Pricing Antitrust Litigation* (E.D. Pa.); and the financial industry in *In re London Silver Fixing Ltd. Antitrust Litigation* (S.D.N.Y.) and *In re: GSE Bonds Antitrust Litigation* (S.D.N.Y.).

Prior to law school, Ms. McGrath had a successful career in government and politics. She worked on political campaigns at the local, state, and federal level. She's advised top-tier congressional, gubernatorial, and U.S. Senate candidates in Pennsylvania and New Jersey and served as the Finance Director for U.S. Senator Bob Casey. In 2013, she was appointed by President Obama to serve as Special Assistant to the Mid-Atlantic Regional Administrator of the U.S. General Services Administration.

Ms. McGrath earned her J.D., *cum laude*, from Temple University Beasley School of Law and her B.A. in History from Boston University.

Amey J. Park – Associate
Amey J. Park is an Associate in the firm's Philadelphia office and practices in the firm's Consumer Protection and Commercial Litigation practice groups.

Before joining the firm, Ms. Park was an associate in the litigation department of a large corporate defense firm. She represented corporate and individual clients in complex commercial litigation, product liability, and personal injury matters in a wide variety of industries, including financial services, insurance, trust administration, and real estate. Ms. Park also represented clients *pro bono*, serving as first-chair counsel in a federal jury trial for violations of an inmate's constitutional rights by law enforcement officers and assisting a young refugee seeking asylum in federal immigration court.

Ms. Park is admitted to practice in state courts in Pennsylvania and New Jersey; the United States District Courts for the Eastern District of Pennsylvania, the Middle District of Pennsylvania, and the District of New Jersey; and the United States Court of Appeals for the Third Circuit.

Julie Pollock – Associate*
**not yet admitted, pending admission*

Julie Pollock is part of the Firm's San Francisco Bay Area office in the Antitrust Department.

Julie graduated summa cum laude from USF School of Law. While in law school, Julie clerked in the Firm's Antitrust Department, and served as a judicial extern to Chief Justice Cantil-Sakauye of the California Supreme Court. Julie also served on the Board of Directors for the Legal Aid Association of California, advocating to expand access to critical legal services for low-income Californians.

Julie is passionate about social and economic justice. Prior to joining the firm, she earned a Master's Degree in Social Welfare from UCLA, and started her career doing policy work to improve healthcare and housing access for low-income older adults. Julie believes in aggressive antitrust enforcement as a tool to combat the excessive concentration of economic power and its resulting structural inequities.

Sophia Rios – Associate

Sophia Rios is an associate in the firm's San Diego office and practices in the Consumer Protection and Antitrust practice groups.

Before joining the firm, Sophia was an associate in the litigation department of a large international law firm. She represented corporate and individual clients in consumer protection, complex commercial litigation, securities, and Americans with Disabilities Act (ADA) matters. In her pro bono practice, Sophia assisted refugees seeking asylum in the United States.

Sophia is committed to furthering diversity and inclusion in law firms. She serves on the firm's Diversity, Equity & Inclusion Task Force. Sophia has also participated in the Leadership Council on Legal Diversity's Pathfinder Program.

While at Stanford Law School, Sophia served as an extern Legal Adviser in the Office of Commissioner Julie Brill at the Federal Trade Commission in Washington, DC. Sophia co-founded the Stanford Critical Law Society, which serves as a student forum for the discussion of the relationship between law and race. Sophia was a Lead Article Editor for the Stanford Environmental Law Journal.

Before beginning law school, Sophia attended UC Berkeley and served as an intern on the White House Council of Environmental Quality. She is a first-generation college student and a San Diego native.

Reginald L. Streater – Associate

Reginald L. Streater, an Associate, is a member of the firm's Employment & Unpaid Wages, Consumer Protection, and Predatory Lending and Borrowers' Rights practice groups. In the Employment & Unpaid Wages practice group, Mr. Streater focuses on discrimination and wage and hour class and collective actions arising under state and federal law. Mr. Streater's work in the Consumer Protection and Predatory Lending and Borrowers' Rights practice groups involves consumer class actions concerning financial practices. Mr. Streater is a member of the firm's Diversity, Equity & Inclusion Task Force.

Before joining the firm, Mr. Streater was an associate at a large regional law firm where his practice focused on commercial and complex litigation. His clients ranged from individuals and small businesses to large corporations and public entities. Mr. Streater handled a variety of litigation matters, including contract disputes, usury claims, federal claims, federal civil rights claims, insurance matters, employment claims, fraud claims, and tort claims in Pennsylvania, New Jersey, and New York, where he has federal and state trial experience. His prior work experience also includes positions with the Pennsylvania Innocence Project and the District Office of State Representative Brian Sims of Philadelphia.

Mr. Streater graduated from Temple University's College of Liberal Arts where he studied Political Science and African American Studies. There he was inducted into Pi Sigma Alpha – the National Political Science Honor Society. Subsequently, Mr. Streater graduated from Temple University Beasley School of Law, where he was an active leader within the Temple Law community. Mr. Streater served as the first Black President of the Student Bar Association, President of the Black Law Students Association, and as an Advisor to the Affinity Group Coalition. Mr. Streater was Staff Editor for Volume 31 of the Temple International & Comparative Law Journal, and he served as a teaching assistant for the Integrated Transactional Advocacy Program and the Integrated Trial Advocacy Program. He was a Rubin Public Interest Law Honor Society Fellow, as well as a member of the National Lawyers Guild Temple Law Chapter and Phi Alpha Delta Law Fraternity. During law school, Reggie received the Henry J. Richardson III Award, the Captain Robert Miller Knox Award, and the H. Monica Rasch Memorial Award. He was also the recipient of the Barristers Association of Philadelphia Merit Scholarship, the McCool Scholarship, and the Conwell Scholarship.

Y. Michael Twersky – Associate

Y. Michael Twersky concentrates his practice primarily on representing plaintiffs in complex litigation, including on insurance, antitrust, and environmental matters.

In the past, Mr. Twersky has worked on a wide variety of insurance matters including an insurance case in which a Federal District Court found on Summary Judgement that a large insurance company had breached its policy when it denied benefits under an accidental death insurance plan. Mr. Twersky has also worked on a number of antitrust class actions alleging that pharmaceutical manufacturers wrongfully kept less expensive generic drugs off the market, in violation of the antitrust laws, including: *In re Skelaxin (Metaxalone) Antitrust Litigation*, 1:12-md-02343 (E.D. Tenn.) ($73 million settlement in 2014), and *In re Solodyn Antitrust Litig.*, 14 MD 2503 (D. Mass.) (combined settlements in excess of $76 million in 2018). Mr. Twersky has also represented inmates in connection with allegations that various inmate calling services charged unreasonable rates and fees in violation of the Federal Communication Act.

Currently, Mr. Twersky is litigating a number of complex class actions related to insurance products, including proposed class actions in multiple forums against a workers' compensation insurance company alleging that the company deceptively sold illegal workers' compensation programs that were not properly filed with state regulators. *E.g.*, *Shasta Linen Supply, Inc. v Applied Underwriters et al.*, No. 2:16-cv-0158 (N.D. Cal.). Mr. Twersky is also involved in a

proposed class action in Federal Court brought on behalf of Alaska-enrolled Medicaid Healthcare Providers against the developers of the Alaska Medicaid Management Information System Company alleging that providers were harmed as a result of the negligent and faulty design and implementation of the MMIS system. *See South Peninsula Hospital et al v. Xerox State Healthcare, LLC*, 3:15-cv-00177 (D. Alaska). Mr. Twersky is also involved in environmental litigation on behalf of various states to recover the costs of remediation for contamination to groundwater resources.

Mr. Twersky graduated from Temple University Beasley School of Law in 2011, where he was a member of the Rubin Public Interest Law Honors Society and a Class Senator. In addition, Mr. Twersky advised various clients in business matters as part of Temple University's Business Law Clinic.

Counsel

Zubair Ahmad – Counsel
Zubair Ahmad is Counsel with the Antitrust department in the Philadelphia office. He has extensive experience with e-discovery in large scale litigation and has also spent time as associate in-house counsel with a developer of ambulatory surgical centers as well as a large regional hospital.

Mr. Ahmad graduated from the University of Michigan Law School where he was a member of the Journal of Law Reform. He received his undergraduate degree from Franklin & Marshall College where he was pre-med with a physics and sociology double major.

Alexandra Antoniou – Counsel
Alexandra Antoniou is an attorney in the firm’s Philadelphia office, and works in the firm’s Auto Defect practice area.

James P.A. Cavanaugh – Counsel
James P.A. Cavanaugh has experience working in antitrust matters, with a focus on the suppression of generic competition by major pharmaceutical manufacturers. Jim is an experienced litigator having previously established and managed for some years his own general practice law firm, prior to working in antitrust matters in more recent years. That law practice emphasized litigation, including workers’ compensation, employment law, civil rights, and personal injury claims.

In that practice, Jim advocated for the establishment of case law precedent in Dr. Joe John Doe v. TRIS Mental Health Services, 298 N.J. Super. 677 (1996) permitting the disabled, for the first time, to proceed anonymously in the New Jersey Superior Courts.

Jim's experience included investigating the facts of a workplace explosion involving a faulty truck rim, coordination of physical evidence, close consultation with a Drexel University engineering expert, and ultimate settlement for injured plaintiff.

Jim's community contributions include pro bono representation of an amicus curiae (friend of the court) the National Association of Social Workers opposing discriminatory policies in the widely followed James Dale v. Boy Scouts of America, 160 N.J. 562 (1999) case [see also 530 U.S. 640 (2000)].

Jim was appointed by the Chief Justice of the New Jersey Supreme Court to sit on the NJ Supreme Court Task Force on Lesbian & Gay Issues, whose purpose was to examine discrimination in the courts and the legal profession and to adopt recommendations.

Carl Copenhaver – Counsel
Carl Copenhaver is Counsel in the Firm's Antitrust Department. Carl has almost 18 years of experience in complex securities and antitrust class action litigation as a discovery specialist. Over that span, he has worked independently, and later through his own discovery firm, with a wide variety of firms on a range of cases assisting in discovery and evidentiary-related matters.

Mr. Copenhaver received his Bachelor of Arts with Scholastic Distinction in History and a concentration in African American Studies from Carleton College, graduating magna cum laude. He was a member of the Mortar Board National Honor Society and was a nationally ranked member of the tennis team while winning multiple All-Conference Awards.

Mr. Copenhaver attended The George Washington University Law School where he was a Murray Snyder Public Interest Fellow and worked with local and national civil rights organizations on Fair Housing issues.

Cate Crowe – Counsel
Cate Crowe is Counsel in the Firm's antitrust department. She joined Berger Montague from Lockridge Grindal Nauen P.L.L.P. where her practice focused on private enforcement of antitrust laws against price fixing cartels and pay-for-delay schemes. Cate has supported plaintiff-side discovery and trial teams in complex consumer fraud, data breach, and antitrust litigations. She has experience identifying and vetting damages experts, mining evidence from document databases and phone records, and synthesizing evidence to develop narratives of overarching conspiracies for depositions and trial.

Cate also managed large-scale document reviews and is comfortable drafting coding instructions, administering document databases, and supervising coders. Before that, she operated a general litigation practice in Iowa where she practiced family law, juvenile law, and criminal defense.

Cate is active in Complex Litigation E-Discovery Forum and with the Committee to Support the Antitrust Laws.

Stephen Farese – Counsel
Stephen Farese is Counsel in the Firm's Antitrust Department.

Stephen has over eighteen years of solid e-discovery experience and has developed significant technical skills on various e-discovery software platforms. Since 2004, he has helped large and small firms with their e-discovery needs including document productions, witness preparation, and quality control. He has interfaced with and assisted partners and associates in finding optimal ways to cull large document collections and has assisted them in the development of protocols setting the rules upon which the remaining documents are to be coded by reviewers.

Stephen has significant document review experience and is fully capable of handling a review from its initial stage (raw document collection) through to the use of legally supportable search terms to cull the initial population of documents into a subset to be reviewed by reviewers for responsiveness and privilege. He has an in-depth knowledge of attorney-client privilege and work product rules and has been instrumental in 2nd level (QC) and privilege reviews including privilege log creation.

Stephen has been hired as an E-discovery Subject Matter Expert on the document review side of the e-discovery equation. He is proficient in dealing with clients in answering their questions and presenting PowerPoint presentations illustrating costs and workflow. His legal background also positions him in a unique position of being able to assist in the writing of substantive review protocols and have the technical expertise to design and implement the necessary review coding panels.

Stephen Received his JD from Widener University School of Law in 1998. He is actively licensed in the Commonwealth of Pennsylvania and the State of New York.

Daniel E. Listwa – Counsel
Daniel E. Listwa has worked on a number of antitrust matters, with a focus on the suppression of generic competition by major pharmaceutical manufacturers. Before joining the firm, Mr. Listwa clerked for the Honorable J. Brian Johnson of the Lehigh County Court of Common Pleas, and was an associate at a medical malpractice defense firm in Blue Bell, PA. While in law school, Mr. Listwa was a staff writer for the Boston College Environmental Affairs Law Review, and interned at the U.S. District Court for the Eastern District of Pennsylvania.

Ivy Marsnik – Counsel
Ivy L. Marsnik is a litigation attorney based out of the Firm's Minneapolis office where she focuses her current practice on representing individuals who have been harmed by violations of the Fair Credit Reporting Act.

Prior to joining Berger Montague, Ms. Marsnik worked on behalf of individual plaintiffs at a premier employment and civil rights law firm and in several legal counsel positions at the Minnesota state legislature. She has also provided legal services to individual clients at Tubman, a nonprofit serving survivors of domestic violence, and at a University of Minnesota Law School clinic where she worked primarily as an advocate for tenants' rights.

Bryan Plaster – Counsel
Bryan L. Plaster is based out of the Firm's Minneapolis office and serves as Counsel to the Credit Reporting and Background Checks practice group. Prior to joining Berger Montague, Bryan was

employed as in-house counsel through a fellowship with SICK, Inc., an international manufacturer of industrial sensor technology. During his time at the University of Minnesota Law School, he served as a Student Attorney in the Consumer Protection Clinic, clerked at a mid-sized commercial litigation firm, and completed two judicial internships.

Bryan graduated cum laude from the University of Minnesota Law School and completed a B.A. with distinction in Economics and Geography at the University of Wisconsin-Madison. Prior to embarking on a career in law, he spent five years in a variety of positions in the technology industry, including leadership roles in a late-stage startup where, in part, he assisted in guiding the company through various stages of growth and acquisition.

Of Counsel

H. Laddie Montague Jr. – Chair *Emeritus* & Of Counsel

H. Laddie Montague Jr. is Chairman *Emeritus* of the firm, in addition to his continuing work as Of Counsel. Mr. Montague was Chairman of the firm from 2003 to 2016 and served as a member of the firm's Executive Committee for decades, having joined the firm's predecessor David Berger, P.A., at its inception in 1970.

In addition to being one of the courtroom trial counsel for plaintiffs in the mandatory punitive damage class action in the *Exxon Valdez Oil Spill Litigation*, Mr. Montague has served as lead or co-lead counsel in many class actions, including, among others, *High Fructose Corn Syrup Antitrust Litigation* (2006), *In re Infant Formula Antitrust Litigation* (1993) and *Bogosian v. Gulf Oil Corp.* (1984), a nationwide class action against thirteen major oil companies. Mr. Montague was co-lead counsel for the State of Connecticut in its litigation against the tobacco industry. He is currently co-lead counsel in several pending class actions. In addition to the *Exxon Valdez Oil Spill Litigation*, he has tried several complex and protracted cases to the jury, including three class actions: *In re Master Key Antitrust Litigation* (1977), *In re Corrugated Container Antitrust Litigation* (1980) and *In re Brand Name Prescription Drugs Antitrust Litigation*, M.D.L. (1997-1998). For his work as trial counsel in the *Exxon Valdez Oil Spill Litigation*, Mr. Montague shared the Trial Lawyers for Public Justice 1995 Trial Lawyer of the Year Award.

Mr. Montague has been repeatedly singled out by *Chambers USA: America's Leading Lawyers for Business* as one of the top antitrust attorneys in the Commonwealth of Pennsylvania. He is lauded for his stewardship of the firm's antitrust department, referred to as "the dean of the Bar," stating that his peers in the legal profession hold him in the "highest regard," and explicitly praised for, among other things, his "fair minded[ness]." He also is or has been listed in *Lawdragon, An International Who's Who of Competition Lawyers*, and *The Legal 500: United States (Litigation)*. He has repeatedly been selected by *Philadelphia Magazine* as one of the top 100 lawyers in Pennsylvania. Mr. Montague has also been one of the only two inductees in the American Antitrust Institute's inaugural Private Antitrust Enforcement Hall of Fame.

He has been invited and made a presentation at the Organization for Economic Cooperation and Development (Paris, 2006); the European Commission and International Bar Association Seminar (Brussels, 2007); the Canadian Bar Association, Competition Section (Ottawa, 2008); and the 2010 Competition Law & Policy Forum (Ontario).

Mr. Montague is a graduate of the University of Pennsylvania (B.A. 1960) and the Dickinson School of Law (L.L.B. 1963), where he was a member of the Board of Editors of the Dickinson Law Review. He is the former Chairman of the Board of Trustees of the Dickinson School of Law of Penn State University and current Chairman of the Dickinson Law Association.

Harold Berger –Of Counsel, Executive Shareholder *Emeritus*

Judge Berger is an Executive Shareholder *Emeritus* & Of Counsel. He participated in many complex litigation matters, including the *Exxon Valdez Oil Spill Litigation*, No. A89-095, in which he served on the case management committee and as Co-Chair of the national discovery team. He also participated in the *Three Mile Island Litigation*, No. 79-0432 (M.D. Pa.), where he acted as liaison counsel, and in the nationwide school asbestos property damage class action, *In re Asbestos School Litigation*, Master File No. 83-0268 (E.D. Pa.), where the firm served as co-lead counsel.

A former Judge of the Court of Common Pleas of Philadelphia, he has long given his service to the legal community and the judiciary. He is also active in law and engineering alumni affairs at the University of Pennsylvania and in other philanthropic endeavors. He serves as a member of Penn's Board of Overseers and as Chair of the Friends of Penn's Biddle Law Library, having graduated from both the engineering and law schools at Penn. Judge Berger also serves on the Executive Board of Penn Law's Center for Ethics and Rule of Law. In 2017, he was the recipient of Penn Law's Inaugural Lifetime Commitment Award, which recognizes graduates "who through a lifetime of service and commitment to Penn Law have truly set a new standard of excellence."

He is past Chair of the Federal Bar Association's National Committee on the Federal and State Judiciary and past President of the Federal Bar Association's Eastern District Chapter. He is the author of numerous law review articles, has lectured extensively before bar associations and at universities, and has served as Chair of the International Conferences on Global Interdependence held at Princeton University. Judge Berger has served as Chair of the Aerospace Law Committees of the American, Federal and Inter-American Bar Associations and, in recognition of the importance and impact of his scholarly work, was elected to the International Academy of Astronautics in Paris.

As his biographies in *Who's Who in America*, *Who's Who in American Law* and *Who's Who in the World* outline, he is the recipient of numerous awards, including the Special Service Award of the Pennsylvania Conference of State Trial Judges, a Special American Bar Association Presidential Program Award and Medal, and a Special Federal Bar Association Award for distinguished service to the Federal and State Judiciary. He has been given the highest rating (AV Preeminent) for legal ability as well as the highest rating for ethical standards by Martindale-Hubbell. Judge Berger was also presented with a Lifetime Achievement Award in 2014 by *The Legal Intelligencer*

in recognition of figures who have helped shape the law in Pennsylvania and who had a distinct impact on the legal profession in the Commonwealth.

He is a permanent member of the Judicial Conference of the United States Court of Appeals for the Third Circuit and has served as Chair of both the Judicial Liaison and International Law Committees of the Philadelphia Bar Association. He has also served as National Chair of the FBA's Alternate Dispute Resolution Committee.

Recipient of the Alumnus of the Year Award of the Thomas McKean Law Club of the University of Pennsylvania Law School, he was further honored by the University's School of Engineering and Applied Science by the dedication of the Harold Berger Biennial Distinguished Lecture and Award given to a technical innovator who has made a lasting contribution to the quality of our lives. He was also honored by the University by the dedication of an auditorium and lobby bearing his name and by the dedication of a student award in his name for engineering excellence.

Long active in diverse, philanthropic, charitable, community and inter-faith endeavors Judge Berger serves as a Lifetime Honorary Trustee of the Federation of Jewish Charities of Greater Philadelphia, as a Director of the National Museum of Jewish History, as a National Director of the Hebrew Immigrant Aid Society (HIAS) in its endeavors to assist refugees and indigent souls of all faiths, as A Charter Fellow of the Foundation of the Federal Bar Association and as a member of the Hamilton Circle of the Philadelphia Bar Foundation.

Among other honors and awards, as listed above, Judge Berger was honored by the University of Pennsylvania Law School at its annual Benefactors' Dinner and is the recipient of the "Children of the American Dream" award of HIAS for his leadership in the civic, legal, academic and Jewish communities.

Gary E. Cantor – Of Counsel
Gary E. Cantor is Of Counsel in the Philadelphia office. He concentrates his practice on securities and commercial litigation and derivatives valuations.

Mr. Cantor served as co-lead counsel in *Steiner v. Phillips, et al. (Southmark Securities)*, Consolidated C.A. No. 3-89-1387-X (N.D. Tex.), (class settlement of $82.5 million), and *In re Kenbee Limited Partnerships Litigation*, Civil Action No. 91-2174 (GEB), (class settlement involving 119 separate limited partnerships resulting in cash settlement, oversight of partnership governance and debt restructuring (with as much as $100 million in wrap mortgage reductions)). Mr. Cantor also represented plaintiffs in numerous commodity cases.

In recent years, Mr. Cantor played a leadership role in *In re Oppenheimer Rochester Funds Group Securities Litigation* ($89.5 million settlement on behalf of investors in six tax-exempt bond mutual funds managed by OppenheimerFunds, Inc.), No. 09-md-02063-JLK (D. Col.); *In re KLA-Tencor Corp. Securities Litigation*, Master File No. C-06-04065-CRB (N.D. Cal.) ($65 million class settlement); *In re Sepracor Inc. Securities Litigation*, Civil Action no. 02-12235-MEL (D. Mass.) ($52.5 million settlement.); *In re Sotheby's Holding, Inc. Securities Litigation*, No. 00 Civ. 1041

(DLC) (S.D.N.Y.) ($70 million class settlement). He was also actively involved in the *Merrill Lynch Securities Litigation* (class settlement of $475 million) and *Waste Management Securities Litigation* (class settlement of $220 million).

For over 20 years, Mr. Cantor also has concentrated on securities valuations and the preparation of event or damage studies or the supervision of outside damage experts for many of the firm's cases involving stocks, bonds, derivatives, and commodities. Mr. Cantor's work in this regard has focused on statistical analysis of securities trading patterns and pricing for determining materiality, loss causation and damages as well as aggregate trading models to determine class-wide damages.

Mr. Cantor was a member of the Moot Court Board at University of Pennsylvania Law School where he authored a comment on computer-generated evidence in the University of Pennsylvania Law Review. He graduated from Rutgers College with the highest distinction in economics and was a member of Phi Beta Kappa.

Peter R. Kahana –Of Counsel

Peter R. Kahana is Of Counsel in the Insurance and Antitrust practice groups. He concentrates his practice in complex civil and class action litigation involving relief for insurance policyholders and consumers of other types of products or services who have been victimized by fraudulent conduct and unfair business practices.

Significant class cases vindicating the rights of insurance policyholders or consumers in which Mr. Kahana was appointed as co-class counsel have included: settlement in 2012 for $90 million of breach of fiduciary duty and negligence claims (certified for trial in 2009) on behalf of a class of former policyholder-members of Anthem Insurance Companies, Inc. ("Anthem") alleging the class was paid insufficient cash compensation in connection with Anthem's conversion from a mutual insurance company to a publicly-owned stock insurance company (a process known as "demutualization") (*Ormond v. Anthem, Inc., et al.*, USDC, S.D. Ind., Case No. 1:05-cv-01908 (S.D. Ind. 2012)); settlement in 2010 for $72.5 million of a nationwide civil RICO and fraud class action (certified for trial in 2009) against The Hartford and its affiliates on behalf of a class of personal injury and workers compensation claimants for the Hartford's alleged deceptive business practices in settling these injury claims for Hartford insureds with the use of structured settlements (*Spencer, et al. v. The Hartford Financial Services Group, Inc., et al.*, 256 F.R.D. 284 (D. Conn. 2009)); settlement in 2009 for $75 million of breach of contract, Unfair Trade Practices Act and insurance bad faith tort claims on behalf of a class of West Virginia automobile policyholders (certified for trial in 2007) alleging that Nationwide Mutual Insurance Company failed to properly offer and provide them with state-required optional levels of uninsured and underinsured motorist coverage (*Nationwide Mutual Insurance Company v. O'Dell, et al.*, Circuit Court of Roane County, W. Va., Civ. Action No. 00-C-37); and, settlement in 2004 for $20 million on behalf of a class of cancer victims alleging that their insurer refused to pay for health insurance benefits for chemotherapy and radiation treatment (*Bergonzi v. CSO, USDC, D.S.D.*, Case No. C2-4096). For his efforts in regard to the Bergonzi matter, Mr. Kahana was named as the recipient of the

American Association for Justice's Steven J. Sharp Public Service Award, which is presented annually to those attorneys whose cases tell the story of American civil justice and help educate state and national policymakers and the public about the importance of consumers' rights.

Mr. Kahana has also played a leading role in major antitrust and environmental litigation, including cases such as *In re Brand Name Prescription Drugs Antitrust Litigation* ($723 million settlement), *In re Ashland Oil Spill Litigation* ($30 million settlement), and *In re Exxon Valdez* ($287 million compensatory damage award and $507.5 million punitive damage award). In connection with his work as a member of the trial team that prosecuted *In re The Exxon Valdez*, Mr. Kahana was selected in 1995 to share the Trial Lawyer of the Year Award by the Public Justice Foundation.

Susan Schneider Thomas – Of Counsel
Susan Schneider Thomas concentrates her practice on *qui tam* litigation.

Ms. Thomas has substantial complex litigation experience. Before joining the firm, she practiced law at two Philadelphia area firms, Schnader, Harrison, Segal & Lewis and Greenfield & Chimicles, where she was actively involved in the litigation of complex securities fraud and derivative actions.

Upon joining the firm, Ms. Thomas concentrated her practice on complex securities and derivative actions. In 1986, she joined in establishing Zlotnick & Thomas where she was a partner with primary responsibility for the litigation of several major class actions including *Geist v. New Jersey Turnpike Authority, C.A.* No. 92-2377 (D.N.J.), a bond redemption case that settled for $2.25 million and *Burstein v. Applied Extrusion Technologies, C.A.* No. 92-12166-PBS (D. Mass.), which settled for $3.4 million.

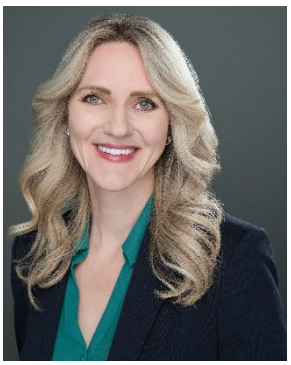
Upon returning to the firm, Ms. Thomas has had major responsibilities in many securities and consumer fraud class actions, including *In re CryoLife Securities Litigation, C.A.* No. 1:02-CV-1868 BBM (N.D.Ga.), which settled in 2005 for $23.25 million and *In re First Alliance Mortgage Co.*, Civ. No. SACV 00-964 (C.D.Cal.), a deceptive mortgage lending action which settled for over $80 million in cooperation with the FTC. More recently, Ms. Thomas has concentrated her practice in the area of healthcare *qui tam* litigation. As co-counsel for a team of whistleblowers, she worked extensively with the U.S. Department of Justice and various State Attorney General offices in the prosecution of False Claims Act cases against pharmaceutical manufacturers that recovered more than $2 billion for Medicare and Medicaid programs and over $350 million for the whistleblowers. She has investigated or is litigating False Claims Act cases involving defense contractors, off-label marketing by drug and medical device companies, federal grant fraud, upcoding and other billing issues by healthcare providers, drug pricing issues and fraud in connection with for-profit colleges and student loan programs.

Tyler E. Wren – Of Counsel
Mr. Wren is a trial lawyer with over 35 years of experience in both the public and private sectors.

Mr. Wren has represented both plaintiffs and defendants in a broad spectrum of litigation matters, including class actions, environmental, civil rights, commercial disputes, personal injury, insurance coverage, election law, zoning and historical preservation matters and other government affairs. Mr. Wren routinely appears in both state and federal courts, as well as before local administrative agencies.

Following his graduation from law school, Mr. Wren served as staff attorney to the Committee of Seventy, a local civic watchdog group. Mr. Wren then spent a decade in the Philadelphia City Solicitor's Office in various positions in which his litigation and counseling skills were developed: Chief Assistant City Solicitor for Special Litigation and Appeals, Divisional Deputy City Solicitor for the Environment, Counsel to the Philadelphia Board of Ethics and Counsel to the Philadelphia Planning Commission. After leaving government employ and before joining the Firm in 2010, Mr. Wren was in private practice, including nine years with the Sprague and Sprague firm, headed by nationally recognized litigator Richard Sprague.

Exhibit 3



E. MICHELLE DRAKE

BERGER MONTAGUE PC
1229 Tyler Street NE, Suite 205
Minneapolis, Minnesota 55413
612.594.5933
emdrake@bm.net

Experience

Executive Shareholder
Berger Montague
Minneapolis, Minnesota *January 2016-present*
Manage the firm's Minneapolis office. Chair of the FCRA Department. Co-chair of the Consumer Protection & Mass Tort Department. Serve as lead class counsel on dozens of consumer class actions filed throughout the United States, including cases involving improper credit and background reporting, defective consumer products and unlawful financial services practices.

Partner
Nichols Kaster, PLLP
Minneapolis, Minnesota *May 2007-December 2015*
Represented thousands of employees and consumers in collective and class actions. Led the firm's Consumer Class Action Team which originated individual and class action cases.

Solo Practitioner
E. Michelle Drake, LLC
Atlanta, Georgia *March 2006-May 2007*
Practiced both civil and criminal law. Served as "of counsel" attorney to Richard S. Alembik, P.C., a civil firm focused on real estate litigation. Served as co-counsel in pending death penalty case which was accepted by the Georgia Supreme Court for interim appellate review.

Attorney
Georgia Capital Defender Office
Atlanta, Georgia *October 2004-March 2006*
Provided trial level representation for indigent clients facing the death penalty. Directed all aspects of death penalty litigation in capital cases throughout Georgia.

Staff Attorney
Fulton County Conflict Defender, Major Case Division
Atlanta, Georgia *May 2002-August 2004*
Served as lead counsel for over one hundred indigent defendants facing felony criminal charges. Had primary responsibility for cases where juveniles were being tried as adults in Superior Court. Served as lead counsel in four murder trials to verdict.

Staff Attorney
Fulton County Public Defender,
Atlanta, Georgia *August 2001-May 2002*
Served as lead counsel for pre-indictment felony cases and probation revocations.

Admissions

- *U.S. Supreme Court, 2017*
- *State Bar of Georgia, 2001*
- *Georgia Supreme Court, 2006*
- *Minnesota Supreme Court, 2007*
- *U.S. Court of Appeals for the 8th Cir., 2010*
- *U.S. Court of Appeals for the 1st Cir., 2011*
- *U.S. Court of Appeals for the 7th Cir., 2014*
- *U.S. Court of Appeals for the 9th Cir., 2015*
- *U.S. Court of Appeals for the 10th Cir., 2018*
- *U.S. Court of Appeals for the 3d Cir., 2019*
- *U.S. District Court for the Northern District of Georgia, 2007*
- *U.S. District Court for the District of Minnesota, 2007*
- *U.S. District Court for the Eastern District of Wisconsin, 2011*
- *U.S. District Court for the Western District of Texas, 2011*
- *U.S. District Court for the Western District of Wisconsin, 2015*
- *U.S. District Court for the Eastern District of Michigan, 2015*
- *U.S. District Court for the Central District of Illinois, 2016*
- *U.S. District Court for the Southern District of Texas, 2017*
- *U.S. District Court for the Western District of New York, 2017*
- *U.S. District Court for the Western District of Michigan, 2018*
- *U.S. District Court for the Northern District of Illinois, 2020*

Law Clerk
Defense Team For Kristen Gilbert
Springfield, Massachusetts *Fall 1999-May 2001*
Assisted in the first federal death penalty trial in Massachusetts. Lived in Springfield, MA three days a week during last year of law school to assist with eighth month trial which resulted in a life sentence.

Education

Harvard Law School, J.D., *cum laude* *June 2001*
Recipient of Edith Fine Fellowship, awarded to graduating woman most committed to public interest law. Recipient of Kauffman Fellowship, awarded to graduating students most committed to public interest law. Co-chair of Harvard Innocence and Justice Project, an organization which provided legal research and assistance to capital defense attorneys nationwide.

Oxford University, M.Sc. in Sociology *June 1998*
Recipient of Rotary International Ambassadorial Scholarship, nominated by Edina Rotary Club. Thesis: *Criticisms of Herbert Packer's Two Models of the Criminal Process*.

Harvard College, B.A. in Government, *cum laude* *June 1996*
Harvard Nominee for the Rhodes Scholarship. Graduated with Advanced Standing (in three years instead of four).

Titles, Awards, Memberships

Partner's Council Member for the National Consumer Law Center, 2014 – present

Board Member for the National Association of Consumer Advocates, 2014 – present

Board Member for the Southern Center for Human Rights, 2018 – present

Co-Chair of Minnesota State Bar Association Consumer Litigation Section, 2016 – present

Member of Ethics Committee for the National Association of Consumer Advocates, 2015

2014-2015 Treasurer, MSBA Consumer Litigation Section Council. 2013-14 At-Large Council Member.

Named an Elite Woman of the Plaintiffs' Bar by National Law Journal, 2020

Named to LawDragon's 500 Leading Plaintiff Financial Lawyers List, 2019

Named to The Best Lawyers of America since 2016

Named to the Top 50 Women Minnesota Super Lawyers since 2015

Recent Judicial Praise

*You're **very articulate** on this issue... Obviously, you're **very thoughtful** and you have given it a great deal of thought... You're **demonstrating credibility by a mile** as you go ... You are **extraordinarily impressive**... You have allayed all of my concerns and have persuaded me that this is an important issue, and that **you have done a great service to the class**... I congratulate you on your **excellent work**.*

Hon. Harold E. Kahn, Cal. Super. Ct., San Fran. Cnty., Nov. 7, 2017 Final Approval Hearing, Nesbitt v. Postmates, Inc., No. CGC-15-547146 (emphasis added)

Named to the Super Lawyers list, Minnesota Super Lawyers, Minneapolis/St. Paul Magazine, and Minnesota Business Journal, –since 2013

Named to the Rising Stars list, Minnesota Super Lawyers, Minneapolis/St. Paul Magazine, and Minnesota Business Journal, 2011-2012

Federal Practice Committee, U.S. District Court, Minnesota, Appointed 2010

Thurgood Marshall Defender Award, Massachusetts Committee for Public Counsel Services Recipient, 2001

American Bar Association Member

Hennepin County Bar Association Member

Minnesota Association for Justice Member

National Association of Consumer Advocates Member

Public Justice Member

American Association for Justice Member

Publications/Speaking Engagements

"National FCRA Landscape," National Association of Consumer Advocates Spring Training, May 2022.

"Sealing, Expungement and FCRA: Criminal Records Reporting in a New Era," Equal Justice Conference, May 2022.

"Evidentiary Challenges in Certifying Class Actions," Class Action Symposium, Consumer Rights Litigation Conference, National Consumer Law Center, December 2021.

"COVID and Post-COVID Issues in FCRA Litigation," National Association of Consumer Advocates Spring Training, Virtual, April 2021.

"Consumer Law: Overview of the Fair Credit Reporting Act," Minnesota Continuing Legal Education, Virtual, December 2020.

"The Role of the Lawyer in Class Actions," Panel Chair, Global Class Actions Symposium 2020, Virtual, November 2020.

"Hunting the Snark: Finding & Effectively Using Data to Certify Classes," Class Action Symposium, National Consumer Law Center Consumer Rights Litigation Conference, Virtual, November 2020.

"Specialty CRAs Part 1: Conviction Histories, Expungement, and FCRA: Keeping up with Developments in a Changing Legal Landscape," National Consumer Law Center Consumer Rights Litigation Conference, Virtual, November 2020.

"Conducting Financial & Criminal Background Checks – Applicant Rights & Employer Best Practices," Minnesota Continuing Legal Education, Minneapolis, MN, October 2020.

"Current Accuracy Topics for Traditional Credit Reporting," Accuracy in Consumer Reporting, FTC/CFPB Workshop, Washington, DC, December 2019.

Plaintiffs' Food Fraud Litigation Forum, Cambridge Forums, Manalapan, FL, November 2019.

"Sealing, Expungement, and FCRA: Criminal Records Reporting in a New Era," Consumer Rights Litigation Conference, National Consumer Law Center, Boston, MA, November 2019.

"Stop Stealing the Microphone! Amped-Up Judicial Scrutiny of Class-Action Settlements," Class Action Institute, American Bar Association, Nashville, TN, October 2019.

"The Complete Lawyer: Consumer Law," Minnesota Continuing Legal Education, Minneapolis, MN, June 2019.

"Fair Credit Reporting Act/Debt Collection Issues," 24th Annual Consumer Financial Services Institute, Practising Law Institute, Chicago, IL, May 2019.

"Ethics Session: Referrals and Fee-Sharing," Fair Credit Reporting Act Conference, National Association of Consumer Advocates, Long Beach, CA, May 2019.

Contributing Author, "Consumer Law," The Complete Lawyer's Quick Answer Book, Minnesota Continuing Legal Education, 2d. ed. (forthcoming.)

Contributing Author, "Financial and Criminal Background Checks," Job Applicant Screening: A Practice Guide, Minnesota Continuing Legal Education Publication, 2d. Edition (forthcoming).

Contributing Author, "Chapter 1: Case and Claims Selection, Other First Considerations," Consumer Class Actions, National Consumer Law Center, 10th ed. (forthcoming),

"Consumer Law: Recent Trends and Hot Topics in FCRA Litigation," Minnesota Continuing Legal Education, Minneapolis, MN, January 2019.

"Diamonds in the Rough: Identifying Good Class Claims," Mass Torts Made Perfect Fall Seminar, Las Vegas, NV, October 2018.

"Nationwide Settlement Classes – The Impact of the Hyundai/Kia Litigation," Class Action Symposium, Consumer Rights Litigation Conference, National Consumer Law Center, Denver, CO, October 2018.

"Developments in Public Records Litigation," Consumer Rights Litigation Conference, National Consumer Law Center, Denver, CO, October 2018.

"Big Challenges in the City of BIG Shoulders, Electronic Discovery's Rise to Prominence," ABA 22nd Annual National Institute on Class Actions, Chicago, IL, October 2018.

"Jurisdiction Issues Post *Bristol-Myers*," Bridgeport 2018 Class Action Litigation Conference, San Francisco, CA, September 2018.

"New Developments in the Law of Personal Jurisdiction in the Aftermath of the Supreme Court's Decisions in *BNSF Railway Co. v. Tyrrell* and *Bristol Myers* and the Strategies," Plaintiffs' Class Action Roundtable, Rancho Palos Verdes, CA, April 2018.

"New Developments in Personal Jurisdiction," Litigator's Short Course, Minnesota Continuing Legal Education, Minneapolis, MN, February 2018.

"Game Changing Blindspots that Create Privacy Liabilities – a Plaintiff-Side Litigator's Insights," Midwest Legal Conference on Privacy & Data Security, Minneapolis, MN, January 2018.

"Federal Discovery: Winning Your Cases Early," "FCRA Report Disclosures: Issues and Litigation," Consumer Rights Litigation Conference, National Consumer Law Center, Washington, D.C., November 2017.

"Strategic Response to Recent Supreme Court Decision in *Bristol-Myers*," Consumer Rights Litigation Conference, Class Action Symposium, National Consumer Law Center, Washington, D.C., November 2017.

Conference Co-Chair, "Class Actions: Legislative Developments, Updates & More," CLE International, Los Angeles, CA, November 2017.

"The Times They Are a-Changin': The Role of Administrative Agencies and Private Counsel in the Trump Era," American Bar Association Annual National Institute on Class Actions, Washington, D.C., October 2017.

"The CFPB's New Rule on Arbitration: What It Is and What Comes Next," Minnesota State Bar Association Continuing Legal Education Presentation, Minneapolis, MN, September 2017.

"Standing: Assessing Article III Jurisdiction One Year After Spokeo," Minnesota State Bar Association Continuing Legal Education Presentation, Minneapolis, MN, June 2017.

"House Resolution 985 – Update and Strategies for Defeat," Cambridge Forums – Plaintiffs' Class Action Forum, Carefree, AZ, May 2017.

"TCPA/Fair Credit Reporting Act/Debt Collection Issues," PLI 22nd Annual Consumer Financial Services Institute, Chicago, IL, May 2017.

"Case Law and Recent Trial Update," Panelist, Fair Credit Reporting Act Conference, National Association of Consumer Advocates, Baltimore, MD, April 2017.

"Using the FCRA for Criminal Background Checks," "Spokeo Standing Challenges (and Opportunities)." Consumer Rights Litigation Conference, National Consumer Law Center, Anaheim, CA, October 2016.

"Appeals: Whether, When and How." Consumer Rights Litigation Conference Class Action Symposium, National Consumer Law Center, Anaheim, CA, October 2016.

"Recent Developments in Food Class Action Litigation." Perrin Food & Beverage Litigation Conference, New York, NY, October 2016.

"A Winning Hand or a Flop? After 50 Years are Class Actions Still Legit?" American Bar Association Annual National Institute on Class Actions, Las Vegas, NV, October 2016.

Contributing Author, "Consumer Law," The Complete Lawyer's Quick Answer Book, Minnesota Continuing Legal Education, 2016.

"Changing Standard for Class Certification Including a Discussion of the Use of Experts and Statistical Sampling at Class Certification in Light of Spokeo and Tyson." Bridgeport Continuing Education 2016 Class Action Litigation Conference, San Francisco, CA, September 2016.

"The U.S. Supreme Court's Big New Decisions." Minnesota Continuing Legal Education Presentation, Minneapolis, MN, August 2016.

"The Complete Lawyer Series: Consumer Law, Debt Collection and Credit Reporting." Minnesota Continuing Legal Education Webcast, Minneapolis, MN, July 2016.

"What Does the Spokeo Decision Mean for Consumer Lawyers." National Association of Consumer Advocates Webinar, May 2016.

"Hot Button Consumer Issues." Practising Law Institute's Annual Consumer Financial Services Institute, Chicago, IL, May 2016.

"Consumer Law." Minnesota Continuing Education Seminar, Minneapolis, MN, May 2016.

"Hot Topics in Class Actions." Bridgeport Class Action Conference, Hollywood, CA, April 2016.

"Hot Button Consumer Issues." Practicing Law Institute's Annual Consumer Financial Services Institute, New York, NY, April 2016.

"Beyond the Headlines – What EVERY Lawyer Should Know About the U.S. Supreme Court's Big New Decisions." Minnesota Continuing Legal Education Seminar, Minneapolis, MN, August 2015.

"Financial and Criminal Background Checks." National Employment Lawyers Association Annual Convention Presentation, Atlanta, GA, June 2015.

"The Complete Lawyer: Consumer Law." Minnesota Continuing Legal Education Presentation, Minneapolis, MN, May 2015.

"Protecting Your Plaintiffs and the Class: Rule 68 Offers and Other Pick-Off Tactics." Impact Fund Class Action Conference, Berkeley, CA, February 2015.

"Be Careful what you Wish For: Trends in Arbitration." ACI Wage & Hour Claims and Class Actions Summit Panel, Miami, FL, January 2015.

"Job Applicant Screening, Financial & Criminal Background Checks – Applicant Rights and Employer Best Practices." Minnesota Continuing Legal Education Seminar, Minneapolis, MN, December 2014.

"Economics of Objecting for the Right Reasons." Class Action Symposium Panel, National Consumer Rights Litigation Conference, Tampa, FL, November 2014.

"Data Harvesting, Background Checks, and the Fair Credit Reporting Act for Criminal Attorneys." Criminal Law Section, Minnesota State Bar Association Presentation, November 2014.

"Discovery Strategies in Class Actions: When Less is More and When it Isn't." Bridgeport Class Action Conference, Chicago, IL, June 2014.

"Job Applicant Screening Crash Course." Upper Midwest Employment Law Institute, Saint Paul, MN, May 2014.

"Financial and Criminal Background Checks." Job Applicant Screening: A Practice Guide, Minnesota Continuing Legal Education Publication, May 2014.

"The Complete Lawyer: Quick Answers to Questions about Consumer Law." Minnesota Continuing Legal Education Seminar, Minneapolis, MN, May 2014.

"Employment Law 360." Minnesota Continuing Legal Education Seminar, Minneapolis, MN, February 2014.

"Precertification Discovery Strategies including Issues of Standing & Certification." Bridgeport Class Action Conference, San Francisco, CA, August 2013.

"Beyond the Headlines – What Every Lawyer Should Know About the U.S. Supreme Court's Big New Decision." Minnesota Continuing Legal Education Seminar, Minneapolis, MN, August 2013.

"The Complete Lawyer: Quick Answers to Questions about Consumer Law." Minnesota Continuing Legal Education Seminar, Minneapolis, MN, June 2013.

"The Misclassification Mess – What Do You Do If You Have Misclassified Workers as Exempt?" Upper Midwest Employment Law Institute, Minneapolis, MN, May 2013.

"Housing Finance – Consumer Financial Services." Panelist, American Bar Association Business Law Section Spring Meeting, Washington, D.C., April 2013.

"5 Developments in E-Discovery." The Civil Litigator's Annual Short Course, Minnesota Continuing Legal Education, Minneapolis, MN, February 2013.

"Employment Rights & Criminal Backgrounds in the Context of the FCRA and Title VII." Goodwill Easter Seals Presentation, Saint Paul, MN, December 2012.

"Federal Court 101." National Business Institute Webinar, Eau Claire, WI, December 2012.

"Employment Law Series: Ethics Issues for Employment Law Lawyers." Minnesota Continuing Legal Education Webcast, Minneapolis, MN, October 2012.

"Real World Ethics Issues and Answers for the Employment Lawyer." Upper Midwest Employment Law Institute, Minneapolis, MN, May 2012.

"Real World Ethics Issues and Answers for the Employment Lawyer." Minnesota Continuing Legal Education Seminar, Minneapolis, MN, November 2011.

"The Complete Lawyer: Consumer Law 101." Minnesota Continuing Legal Education Seminar, Minneapolis, MN, November 2011.

"Litigation and the Federal Rules. What Every Paralegal Should Know", National Federation of Paralegal Associations, Annual Convention, Bloomington, MN, October 2011.

"Dukes v. Wal-Mart: the View from the Plaintiff's Bar." American Conference Institute's Defending and Managing Retaliation and Discrimination Claims Conference, New York City, NY, July 2011.

"How to Practice in Federal Court: Complaints, Answers, and Service of Process." Minnesota Continuing Legal Education Seminar, Minneapolis, MN, October 2010.

"Recent Trends in FLSA Collective Actions Panel." Minnesota Federal Bar Association Annual Seminar, Minneapolis, MN, June 2010,

Minnesota Continuing Legal Education Panel on Real-World Ethics Issues and Answers for the Employment Lawyer, Minneapolis, MN, June 2010.

"Maintaining Privilege and Confidentiality." National Federation of Paralegal Association Annual Convention, Bloomington, MN, June 2010.

"Strategic Discovery Practice", Upper Midwest Employment Law Institute, Minneapolis, MN, May 2010.

Minnesota Continuing Legal Education Panel on the Impact of Twombly and Iqbal on the Pleading standard, Minneapolis, MN, February 2010.

Interviewed by National Law Journal regarding recent wave of tip pooling cases (June 2009).

Strategic Discovery: How to Fight Discovery Abuses and Win Discovery Disputes, Minnesota Institute for Continuing Legal Education (May 2009).

Who's the Boss? Joint employers, successor employers and integrated enterprises, Equal Employment Opportunity Commission Investigator training (March 2008).

Litigating Capital Cases Under Georgia's New Discovery Statutes, Advanced Capital Defender Training (St. Simons Island, GA, January 2006).

Responding to Changes in Georgia's Criminal Discovery Statutes, Advanced Capital Defender Training. (St. Simons Island, GA, July 2005).

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

GRACE GRISSOM, individually and on behalf of those similarly situated,

Plaintiff,

-against-

STERLING INFOSYSTEMS, INC.,

Defendant.

Case No.: 1:20-cv-07948-VSB

[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT, CERTIFYING CONDITIONAL SETTLEMENT CLASSES, APPOINTING CLASS COUNSEL, APPROVING AND DIRECTING NOTICE PLAN, APPOINTING SETTLEMENT ADMINISTRATOR, & SETTING FAIRNESS HEARING

WHEREAS, the Court has been advised that the Parties to the above-captioned proceeding ("the Action"), Plaintiff Grace Grissom ("Plaintiff"), on behalf of herself and all others similarly situated, and Sterling Infosystems, Inc. ("Defendant" or "Sterling") (collectively, the "Parties"), through their respective counsel, have agreed, subject to Court approval following notice to the Settlement Class Members and a hearing, to settle the Action upon the terms and conditions set forth in the Settlement Agreement, which has been filed with the Court, and the Court deeming that the definitions set forth in the Settlement Agreement are hereby incorporated by reference herein (with capitalized terms as set forth in the Settlement Agreement);

NOW, THEREFORE, based upon the Settlement Agreement and all of the files, records, and proceedings herein, and it appearing to the Court that, upon preliminary examination, the proposed settlement appears fair, reasonable, and adequate, and that a hearing should and will be

held after notice to the proposed Settlement Class Members, to confirm that the proposed settlement is fair, reasonable, and adequate, and to determine whether a Final Approval Order should be entered in this Action.

IT IS HEREBY ORDERED:

1. The Court has jurisdiction over the subject matter of the Action and over all settling Parties hereto.

2. **RULE 23(b)(2) SETTLEMENT CLASS** — Pursuant to Fed. R. Civ. P. 23(b)(2), the Action is hereby preliminarily certified, for settlement purposes only, as a class action on behalf of the following Injunctive Relief Class:

> All consumers for whom Sterling matched a record included in a consumer report based on a name developed through a SSN trace from September 25, 2018 through June 4, 2021 wherein the consumer's first name, last name and middle name or middle initial did not exactly match the first name, last name, middle name or middle initial of the record reported.

3. **PRELIMINARY CERTIFICATION OF INJUNCTIVE RELIEF CLASS —** The Court preliminarily finds that the Action and Injunctive Relief Class satisfy the applicable prerequisites for class action treatment under Fed. R. Civ. P. 23. Namely, the Court preliminarily finds that:

A. The members of the Injunctive Relief Class ("Injunctive Relief Class Members") are so numerous that joinder of all of them in the lawsuit is impracticable;

B. There are questions of law and fact common to the Injunctive Relief Class Members;

C. The claims of the Plaintiff are typical of the claims of the Injunctive Relief Class Members;

D. The Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of all of the Injunctive Relief Class Members; and

E. Defendant is alleged to have acted on grounds generally applicable to the Injunctive Relief Class as a whole. Defendant maintains that it has always acted in compliance with the Fair Credit Reporting Act and all other applicable laws. For purposes of settlement and class certification, however, and consistent with the terms of the Settlement Agreement, once finally approved by this Court, Defendant has agreed to modify its procedures through the injunctive relief set forth in Section 5.1 of the Settlement Agreement. Defendant's agreement to this injunctive relief makes the Injunctive Relief Class appropriate for certification under Rule 23(b)(2). Any individual claims that Injunctive Relief Class Members may have under the FCRA or any provisions of state FCRA equivalent are preserved by the Settlement Agreement and thus do not preclude certification under Rule 23(b)(2). Consequently, the Court finds that the requirements for preliminary approval and certification of a settlement class under Rule 23(b)(2) are satisfied.

4. If the proposed Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason, the Injunctive Relief Class shall be decertified; the Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any party and shall not be deemed or construed to be an admission or confession by any party of any fact, matter, or proposition of law; and all parties shall stand in the same procedural position as if the Settlement Agreement and all associated proceedings had not been negotiated, made, or filed with the

Court; and the Parties agree that the case will return to the status quo prior to the execution of the Settlement Agreement.

5. **RULE 23(b)(3) SETTLEMENT CLASS** — Pursuant to Fed. R. Civ. P. 23(b)(3), the Action is hereby preliminarily certified, for settlement purposes only, as a class action on behalf of the following Damages Class:

> All consumers for whom Sterling matched a record included in a consumer report based on a name developed through a SSN Trace from September 25, 2018 through June 4, 2021 wherein the consumer's first name, last name and middle name or middle initial did not exactly match the first name, last name, middle name or middle initial of the record reported; and where the consumer either made a dispute to Defendant regarding the report and an amended report was issued or where a pre-adverse action notice was sent to the consumer regarding the report.

6. The Parties estimate that there are approximately 7,469 members of the Damages Class ("Damages Class Members").

7. **PRELIMINARY CERTIFICATION OF DAMAGES CLASS** — The Court preliminarily finds that the Action and Damages Class satisfy the applicable prerequisites for class action treatment under Fed. R. Civ. P. 23. Namely, the Court preliminarily finds that:

A. The Damages Class Members are so numerous that joinder of all of them in the Action is impracticable;

B. There are questions of law and fact common to the Damages Class Members, which predominate over any individual questions;

C. The claims of the Plaintiff are typical of the claims of the Damages Class Members;

D. The Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of all of the Damages Class Members; and

E. The Court finds that as to this Damages Class, class treatment of these claims will be efficient and manageable, thereby achieving an appreciable measure of judicial

economy, and a class action is superior to other available methods for a fair and efficient adjudication of this controversy. Consequently, the Court finds that the requirements for certification of a conditional settlement class under Rule 23(b)(3) are satisfied.

8. If the proposed Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason, the Damages Class shall be decertified; the Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any party and shall not be deemed or construed to be an admission or confession by any party of any fact, matter, or proposition of law; and all parties shall stand in the same procedural position as if the Settlement Agreement and all associated proceedings had not been negotiated, made, or filed with the Court; and the Parties agree that the case will return to the status quo prior to the execution of the Settlement Agreement.

9. **CLASS REPRESENTATIVE APPOINTMENT** — Pursuant to Fed. R. Civ. P. 23, the Court preliminarily appoints Grace Grissom as the Class Representative for the Settlement Classes. The Court finds that Plaintiff has no interests that are adverse or antagonistic to the interests of the Settlement Classes. Both the Plaintiff and the Injunctive Relief Class Members share the common interest of obtaining certain benefits concomitant with Defendant's practices. Each Damages Class Member will also benefit from payments made from the Qualified Settlement Fund. The proposed settlement also preserves the right of Damages Class Members to opt out of the monetary relief settlement and preserves any individual rights of Injunctive Relief Class Members.

10. **CLASS COUNSEL APPOINTMENT** — Having considered the work Plaintiff's Counsel have done in identifying and investigating potential claims in this Action, Counsel's experience in handling class actions, other complex litigation, and claims of the type asserted in this Action, Counsel's knowledge of the applicable law, and the resources they will commit to representing the Settlement Classes, the following attorneys are designated Class Counsel under Rule 23(g)(1): E. Michelle Drake and John G. Albanese of Berger Montague PC.

11. **THIRD-PARTY SETTLEMENT ADMINISTRATOR** — The Parties have proposed American Legal Claim Services as the Settlement Administrator for the Settlement Classes. The Court has reviewed the materials about this organization and concludes that it has extensive and specialized experience and expertise in class action settlements and notice programs. The Court hereby appoints American Legal Claim Services as the Settlement Administrator, to assist and provide professional guidance in the implementation of the Notices to Class Members as provided in the Settlement Agreement, and all other aspects of the settlement administration. American Legal Claim Services shall also be responsible for maintaining any records of, and keeping the Court and the Parties apprised of, any objections or written statements filed by any Settlement Class Member or government officials.

12. **CLASS NOTICE** — The Court approves the form and substance of the class notice procedures set forth in Section 6 of the Settlement Agreement and the notices of class action settlement, attached as Exhibits A-C and E-G to the Settlement Agreement. The proposed forms and methods for notifying the proposed Settlement Class Members of the Settlement Agreement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed

notices concisely and clearly state, in plain, easily understood language, the nature of the action; the definition of the classes certified; the class claims, issues, and defenses; that a class member may enter an appearance through counsel if the member so desires; and the binding effect of a class judgment on class members. Such notice of a Rule 23(b)(2) class settlement and Rule 23(b)(3) class settlement is designed with the intention to reach all Settlement Class Members and is otherwise proper under Rule 23(e)(1).

Based on the foregoing, the Court hereby approves the notice procedures set forth in Settlement Agreement, and to be developed and implemented by the Parties and the Settlement Administrator, and directs that they be implemented according to the Settlement Agreement and the exhibits thereto. The Court finds that the notice procedures set forth in the Settlement Agreement and exhibits thereto constitute reasonable notice under Rule 23(e)(1) and satisfy due process. The cost of all class notice procedures shall be paid according to the terms of the Settlement Agreement.

13. **EXCLUSIONS FROM DAMAGES CLASS AND OBJECTIONS TO THE RULE 23(b)(3) SETTLEMENT** — As soon as practicable but no later than forty-five (45) days from the date of this Order, the Settlement Administrator will send the notice to each Damages Class Member identified on the Class List pursuant to the terms of the Settlement Agreement. No later than fourteen (14) days before the Final Fairness Hearing in this Litigation, Class Counsel shall file the Settlement Administrator Declaration regarding proof of implementation of the notice procedures set forth in the Settlement Agreement and exhibits thereto.

A. Any Damages Class Member who desires to be excluded from the Damages Class must send a written request for exclusion to the Settlement Administrator with a postmark date no later than sixty (60) days from the distribution of Notice. Any Damages Class Member who submits a valid and timely request for exclusion

shall not be bound by the terms of the Settlement Agreement as to the Damages Class. To be valid, the Damages Class Member's opt-out request must be made by the Objection and Exclusion Deadline, and contain their full name, original signature, current postal address, current telephone number, last four digits oof their Social Security number, and a statement that the Damages Class Member wants to be excluded from the Damages Class. An opt-out request must not purport to opt out of the Damages Class for more than one consumer, *i.e.*, purported opt-outs for a group, aggregate, or class are invalid. Requests for exclusions that do not substantially comply with the requirements described herein are invalid.

B. Any Damages Class Member who does not opt out may object to the Settlement by sending the objection to the Settlement Administrator, postmarked no later than sixty (60) days from the distribution of Notice.

C. Any objection must include all of the following:

   i. The indication the objection is related to *Grissom v. Sterling*;

   ii. The objecting Damages Class Member's full name, mailing address, telephone number, and last four digits of their Social Security number; and

   iii. A written statement detailing the specific basis for each objection, as well as supporting documentation, if any, signed by the Damages Class Member.

D. An objection submitted through an attorney must also contain:

   i. The identity, mailing address, email address, fax number, phone number for the counsel by whom the Damages Class Member is represented;

   ii. A statement of whether the objecting Damages Class Member intends to appear at the Final Fairness Hearing; and

iii. A written statement detailing the specific basis for each objection, including any legal and factual support that the objecting Damages Class Member wishes to bring to the Court's attention and any evidence the objecting Damages Class Member wishes to introduce in support of the objection.

E. Either Party may respond to an objection.

F. Any lawyer who intends to appear or speak at the final approval hearing on behalf of a member of the Damages Class must enter a written notice of appearance of counsel with the Clerk of the Court no later than three (3) days prior to the Final Approval Hearing.

G. Any objector to the Settlement who does not properly and timely object in the manner set forth above will not be allowed to appear at the Final Approval Hearing and will not be allowed to object to or appeal the final approval of the proposed Settlement, the dismissal of the case, any award of attorneys' fees and expenses to Class Counsel, or any service award to the Named Plaintiff.

H. Damages Class members who submit exclusions may not object to the Settlement.

14. **OBJECTIONS TO THE RULE 23(B)(2) SETTLEMENT** — Any individual Injunctive Relief Class Member, or a representative of a government entity, who wishes to object to the Settlement Agreement may do so by mailing a copy of the objection to the Settlement Administrator with a postmark date no later sixty (60) days the distribution of Notice. Objections may only be made by an individual Injunctive Relief Class Member on their own behalf, and not as a member of a group or subclass. All properly submitted objections shall be considered by the Court.

A. The objection must include all of the following:

i. An indication it is related to the matter of *Grissom v. Sterling*;

ii. The objector's full name, mailing address, telephone number, last four digits of their Social Security number; and

iii. A written statement detailing the specific basis for each objection.

B. An objection submitted through an attorney must also contain:

i. The identity, mailing address, email address, fax number, phone number for the counsel by whom the Injunctive Relief Class Member is represented;

ii. A statement of whether the objecting Injunctive Relief Class Member intends to appear at the Final Fairness Hearing; and

iii. A written statement detailing the specific basis for each objection, including any legal and factual support that the objecting Injunctive Relief Class Member wishes to bring to the Court's attention and any evidence the objecting Injunctive Relief Class Member wishes to introduce in support of the objection.

C. Either Party may respond to an objection.

D. Any objector to the Settlement who does not properly and timely object in the manner set forth above will not be allowed to appear at the Final Approval Hearing and will not be allowed to object to or appeal the final approval of the proposed Settlement, the dismissal of the case, or any award of attorneys' fees and expenses to Class Counsel.

15. **PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT** — The Court preliminarily finds that the settlement of the Action, on the terms and conditions set forth in the Settlement Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the

best interest of the Settlement Class Members, especially in light of the benefits to the Settlement Class Members; the strength of the Parties' case; the complexity, expense, and probable duration of further litigation; the risk and delay inherent in possible appeals; the risk of collecting any judgment obtained on behalf of the Settlement Classes; the appropriateness of the releases from the Class Representative and Settlement Class Members; and the limited amount of any potential total recovery for Settlement Class Members if the Action continued.

16. **FINAL APPROVAL** — The Court shall conduct a hearing (hereinafter referred to as the "Final Fairness Hearing") on _____, 2023 at _____ [time] to review and rule upon the following issues:

A. Whether this action satisfies the applicable prerequisites for class action treatment for settlement purposes under Fed. R. Civ. P. 23;

B. Whether the proposed settlement is fundamentally fair, reasonable, adequate, and in the best interest of the Settlement Class Members and should be finally approved by the Court;

C. Whether the Final Approval Order, as provided under the Settlement Agreement, should be entered, dismissing the Action with prejudice, terminating the above-captioned proceedings, and releasing the Released Claims against the Released Parties; and

D. To discuss and review other issues as the Court deems appropriate.

17. Settlement Class Members need not appear at the Final Fairness Hearing or take any other action to indicate their approval of the proposed class action settlement. Settlement Class Members wishing to be heard are, however, required to indicate in their written objection whether or not they intend to appear at the Final Fairness Hearing. The Final Fairness Hearing

may be postponed, adjourned, transferred, or continued without further notice to the Settlement Class Members.

18. Applications for attorneys' fees and reimbursement of costs and expenses by Class Counsel and a service award for the Class Representative shall be filed with the Court no later than fourteen (14) days prior to the Objection and Exclusion Deadline. Further submissions by the Parties, including memoranda in support of the proposed Settlement and responses to any objections, shall be filed with the Court no later than fourteen (14) days prior to the Final Fairness Hearing.

19. The Court may (i) approve the Settlement Agreement, with modifications to the Settlement Agreement that alter in any way the Parties' rights or duties to the extent affirmatively agreed to by the Parties, without further notice; and (ii) adjourn the Final Fairness Hearing from time to time, by oral announcement at the hearing without further notice. Class Counsel shall ensure that any rescheduled hearing dates are promptly posted to the Settlement Website.

20. The Court retains continuing and exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement, including the administration and enforcement of the Settlement Agreement.

It is SO ORDERED.

Dated: _____

_____
Hon. Vernon S. Broderick
U.S. District Judge